

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

Monday, October 2, 2017

7:00 p.m.

MEETING #5079

CALL TO ORDER

ROLL CALL

INVOCATION BY Chaplain Shannon Sanchez

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).

CONSENT CALENDAR

1. Approval of City Commission Work Session Minutes, September 18, 2017
2. Approval of City Commission Meeting Minutes, September 18, 2017;
3. Approval of Special City Commission Meeting Minutes, September 26, 2017;
4. Appropriation Ordinance No. 19, October 2, 2017;
5. Cereal Malt Beverage License:
 - a. Los Sombreros, 308 W. Wyatt Earp Blvd.
6. Reject Proposals for the Heritage District Sign.

ORDINANCES & RESOLUTIONS

Ordinance No. 3677: An Ordinance Vacating a Portion of Brier Street Building Seatback for Lots 4 Through 9 of Block 7, and Lots 8 through 12 of Block 3, of Correction Map Replat of a Portion of Haggards Addition. Report by Planning & Zoning Administrator, Nathan Littrell.

Resolution No. 2017-28: A Resolution Authorizing and Directing the Issuance, Sale and Delivery of General Obligation Temporary Notes, Series 2017-1, of the City of Dodge City, Kansas; Providing for the Levy and Collection of an Annual Tax, if Necessary, for the Purpose of Paying the Principal of and Interest on Said Notes as They Become Due; Making Certain Covenants and Agreements to Provide for the Payment and Security Thereof; and Authorizing

Certain Other Documents and Actions Connected Therewith. Report by Finance Director/City Clerk, Nannette Pogue.

Resolution No. 2017-29: A Resolution Encouraging Efforts to Maintain the Southwest Chief Passenger Service Through the States of Kansas, Colorado and New Mexico and Pledging Financial Participation in the Colfax County New Mexico Tiger IX Grant Application Match. Report by City Manager, Cherise, Tieben.

NEW BUSINESS

1. Approval of Vehicle Leases for the City of Dodge City. Report by Finance Director/City Clerk, Nannette Pogue.
2. Approval of Dodge City Community College Facilities Use Agreement. Report by Parks & Recreation Director, Paul Lewis.
3. Approval of Agreement with Dodge City Community College for the Legends Park Turf Project. Report by Director of Parks & Recreation, Paul Lewis.

OTHER BUSINESS

ADJOURNMENT

CITY COMMISSION WORK SESSION MINUTES

City Hall Commission Chambers

Monday, September 18, 2017

6:30 p.m.

CALL TO ORDER

Mayor Rick Sowers, Commissioners Jan Scoggins, Joyce Warshaw, Brian Delzeit and Kent Smoll were present.

WORK SESSION

John Henrickson of Kennedy, McKee & Company, LLP presented the City of Dodge City's Audited Financial Statements for year ending 2016

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

CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

Tuesday, September 18, 2017

7:00 p.m.

MEETING #5076

CALL TO ORDER

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

INVOCATION by Pastor Kirk Larson, Grace Community Church

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).

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, September 5, 2017;
2. Appropriation Ordinance No. 18, September 18, 2017;
3. Cereal Malt Beverage License;
4. Approval of Change Order No. 1 for Park Street Reconstruction.
5. Approval of Change Order No. 1 for 6th Avenue Rough Grade.

Commissioner Jan Scoggins moved to approve the Consent Calendar as presented. Commissioner Joyce Warshaw seconded the motion. The motion carried unanimously.

ORDINANCES & RESOLUTIONS

Ordinance No 3675: An Ordinance of the City of Dodge City, Kansas Amending the Official Zoning Map of the City, Changing the Described Property of 2301 North 14th Avenue from R-S Residential Suburban to C-2 Commercial Highway was approved on a motion by Commissioner Kent Smoll. Commissioner Brian Delzeit seconded the motion. The motion carried unanimously.

Ordinance No. 3676: An Ordinance of the City of Dodge City, Kansas Amending the Official Zoning Map of the City, Changing the Described Property of 3.1 Acres of Former DCCC Property from C-O Commercial Office to C-2 Commercial Highway was approved on a motion

by Commissioner Kent Smoll. Commissioner Jan Scoggins seconded the motion. The motion carried unanimously.

Resolution No. 2017-26: A Resolution Authorizing the Offering for Sale of General Obligation Temporary Notes, Series 2017-1 of the City of Dodge City, Kansas was approved on a motion by Commissioner Brian Delzeit. Commissioner Joyce Warshaw seconded the motion. The motion carried unanimously.

Resolution No. 2017-27: A Resolution of the Governing Body of the City of Dodge City, Kansas Adopting a Title VI Policy was approved on a motion by Commissioner Kent Smoll. Commissioner Jan Scoggins seconded the motion. The motion carried unanimously.

NEW BUSINESS

1. Commissioner Kent Smoll moved to approve the 2016 Audited Financial Statements. Commissioner Jan Scoggins seconded the motion. The motion carried unanimously.
2. Commissioner Jan Scoggins moved to approve the bid from Building Solutions, LLC in the amount of \$72,695.00 to complete the safety improvements to five Railroad Crossings required to establish a railroad quiet zone along the mainline track through the City limits. Commissioner Joyce Warshaw seconded the motion. The motion carried unanimously.
3. The negotiated bid from Hellas in the amount of \$610,000 for turf infields at the Legends field complex contingent on an approved agreement with Dodge City Community College in the amount of \$100,000, was approved on a motion by Commissioner Brian Delzeit. Commissioner Joyce Warshaw seconded the motion. The motion carried 4-1 with Commissioner Smoll voting no.

OTHER BUSINESS

City Manager Cherise Tieben

- The Southwest Kansas Coalition will meet Wednesday, September 20 at 6:00 p.m. at Guymon Petro;
- The CFAB meeting will be held on September 27 at 6:00 p.m.;
- The Public Officials Exchange that was to be held on September 28 was canceled;
- On October 2 at 5:30 p.m. a Joint Commission meeting will be held.

Commissioner Kent Smoll

- Extended a job well done to Nannette Pogue and all of the staff for the clean opinion on the 2016 Audited Financial Statements;
- Asked about a tour of the Bio Gas Plant.

Commissioner Jan Scoggins

- Thanked Jane Longmeyer and the Park and Recreation Department and everyone involved in the 911 memorial. The planting of the four trees to coincide with the times of the plane crashes was a really moving and outstanding experience.
- Thanked the Convention and Visitors Bureau for their grant to bring Tom Clavin to Dodge City. He is the author of the book Dodge City.
- On Saturday September 30 Victory Electric will be holding their annual health fair
- At the annual League of Kansas Municipalities meeting, the City of Dodge City received a Gold Star Award for their Workman’s Compensation experience during 2016.

Commissioner Joyce Warshaw

- Attended the annual League of Kansas Municipalities meeting this past weekend. The conference was exciting. Was approached by the Mayor of Lenexa regarding the City’s methane gas project. Dodge City is recognized throughout the State and thanked the City Staff, particularly Cherise Tieben for the resulting recognition to the City.

Commissioner Brian Delzeit

- Congratulated Paul Lewis, Jan Stevens and the Sports Commission for their awesome presentation resulting in the 2019 Shrine Bowl being brought to Dodge City.

ADJOURNMENT

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

Mayor, Joyce Warshaw

ATTEST:

Nannette Pogue, City Clerk

SPECIAL CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

Tuesday September 26, 2017

5:00 p.m.

MEETING #5077

CALL TO ORDER

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

Commissioner Jan Scoggins joined the meeting at 5:10 p.m.

1. Corey Keller, Superintendent of Public Works and Airport Manager discussed the Essential Air Service proposals obtained by the Department of Transportation on September 12, 2017 after Penn Air terminated their Essential Air Service contract in Dodge City. Commissioner Joyce Warshaw moved to accept the recommendation of the Airport Advisory Board and the Airline Selection Committee to recommend Boutique Airways, offering 18 weekly round trip flights with a total subsidy of \$3,621,182 annually to the Federal Department of Transportation (DOT) to be the Essential Air Service provider for Dodge City. Commissioner Brian seconded the motion. The motion carried unanimously.

Commissioner Brian Delzeit left the meeting.

2. The City Commissioners boarded a Public Transportation bus and travelled to the South Wastewater Treatment Plant to tour the Bio Gas Plant. No action was taken.

ADJOURNMENT

Upon return to City Hall, Commissioner Jan Scoggins moved to adjourn the meeting. Commissioner Joyce Warshaw seconded the motion. The motion carried 4-0

Mayor

ATTEST:

Nannette Pogue, City Clerk

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

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

City or County of Ford

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

SECTION 2 - APPLICANT INFORMATION			
Kansas Sales Tax Registration Number (required):			
Name	Phone No.	Date of Birth	
<u>Martin Rosas</u>	<u>(316) 573-7020</u>	<u>11/10/71</u>	
Residence Street Address	City	Zip Code	
<u>2000 Fairway Dr</u>	<u>Dodge City</u>	<u>67801</u>	
Applicant Spousal Information			
Spouse Name	Phone No.	Date of Birth	
<u>Harima Rosas</u>		<u>1/20/81</u>	
Residence Street Address	City	Zip Code	
<u>2000 Fairway Dr</u>	<u>DODGE CITY</u>	<u>67801</u>	

SECTION 3 - LICENSED PREMISE			
Licensed Premise (Business Location or Location of Special Event)		Mailing Address (If different from business address)	
DBA Name	Name		
<u>LOS SOMBREROS</u>			
Business Location Address	Address		
<u>308 W WYATT EARP BLVD</u>			
City	State	City	State
<u>DODGE CITY</u>	<u>KS</u>		
Zip	Zip		
<u>67801</u>			
Business Phone No.	<input type="checkbox"/> I own the proposed business or special event location.		
<u>(620)-801-5175</u>	<input type="checkbox"/> I do not own the proposed business or event location.		
Business Location Owner Name(s)			
<u>JOSE FLORES</u>			

SECTION 4 - APPLICANT QUALIFICATION	
I am a U.S. Citizen	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of Kansas for at least one year prior to application.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have resided within the state of Kansas for <u>28</u> years.	
I am at least 21 years old.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of this county for at least 6 months.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Within 2 years immediately preceding the date of this application, neither I nor my spouse ¹ has been convicted of, released from incarceration for or released from probation or parole for any of the following crimes: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.	<input type="checkbox"/> Yes Have <input checked="" type="checkbox"/> No Have Not
My spouse has previously held a CMB license.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
My spouse has never been convicted of one of the crimes mentioned above while licensed.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No



Parks and Recreation

PO Box 880 • Dodge City KS 67801 • Phone: 620/225-8160 • Fax: 620/225-8144

Memorandum

To: Cherise Tieben, City Manager
City Commissioners
From: Paul Lewis, Parks & Recreation Director 
Date: September 27, 2017
Subject: Heritage Sign Proposals
Agenda Item: Consent Calendar

RECOMMENDATION: Staff recommends rejecting proposals received for the Heritage District monument sign. If this recommendation is approved, staff will rebid the project and solicit additional proposals that more closely represent the original concept for the sign.

BACKGROUND: Included in the Development Agreement for the Heritage District is a clause requiring the City to erect a monument sign for the District at a cost not to exceed \$60,000. The sign is intended to promote the Heritage improvements including the hotel, RV Park, restaurant, water park, and Boot Hill Museum.

Previously staff published an RFP soliciting proposals for the construction of the sign based on a concept developed by the City and agreed to by the partner in the Heritage development. The agreed upon concept included brick and stone elements to complement the new and existing structures found in the Heritage District.

Two proposals were received, one from Signature Signs and the other from Luminous Neon. A tabulation of those proposals is included with this memo. Both proposals used an alternative faux material as a replacement for the brick and stone.

JUSTIFICATION: Staff recommends rejecting both proposals based on the alternative materials submitted. After review and consideration by staff and in conversations with the development partner, all parties expressed a desire to use products that more closely replicate the construction that has taken place.

FINANCIAL CONSIDERATIONS: n/a

PURPOSE/MISSION: This project is consistent with the City's Core Value of Ongoing Improvements.

LEGAL CONSIDERATIONS: n/a

ATTACHMENTS: Tabulation of proposals

Dodge City Parks & Recreation Proposal Summary

Heritage District Sign

May 10, 2017

Firm	Proposal Amount	Voluntary Alternate	Notes
Signature Signs	\$27,019.84	n/a	Uses foam based system with a plastic outer shell to mimic brick/stone. Doesn't include electrical
Luminous Neon	\$52,845.21	\$87,904.31	Uses foam based system to mimic brick/stone. Electrical estimated at \$6412.56. Alternate would construct 24' sign in lieu of 16' concept

Memorandum

*To: City Manager
City Commissioners*

From: Kevin Israel

Date: September 28, 2017

*Subject: Vacation of Building Set-Back
Ordinance No. 3677*

Agenda Item: Ordinances and Resolutions

Recommendation: City staff recommends approval of this vacation ordinance.

Background: The applicant, Interfaith Housing Services, Inc., requested the vacation of 5 feet of front building setback, reducing it from 30 feet to 25 feet. The additional room will allow for the applicant to maximize usage of these lots.

Justification: The reduced front setback of 25 feet still meets The Dodge City Zoning Ordinance's minimum requirement for R-3 Residential Higher Density.

Financial Considerations: None

Purpose/Mission:

Legal Considerations: None

Attachments: Vacation Ordinance and Map

ORDINANCE NO. 3677

AN ORDINANCE VACATING A PORTION OF BRIER STREET BUILDING SETBACK FOR LOTS 4 THROUGH 9 OF BLOCK 7, AND LOTS 8 THROUGH 12 OF BLOCK 3, OF CORRECTION MAP REPLAT OF A PORTION OF HAGGARDS ADDITION.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY:

SECTION 1: A vacation of the South 5.00 feet of building setback, reducing the setback as platted from 30 feet to 25 feet for Lots 4 through 9 of Block 7; and a vacation of the North 5.00 feet building setback, reducing the setback as platted from 30 feet to 25 feet for Lots 8 through 12 of Block 3 of the Correction Map Replat of a Portion of Haggards Addition.

SECTION 2: This vacation is granted pursuant to Section 12-504 K.S.A. and is made subject to the existing rights of all present public or private utilities or uses located under, on, upon or over said property.

SECTION 3: No protest to the vacation has been filed, as provided by law.

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

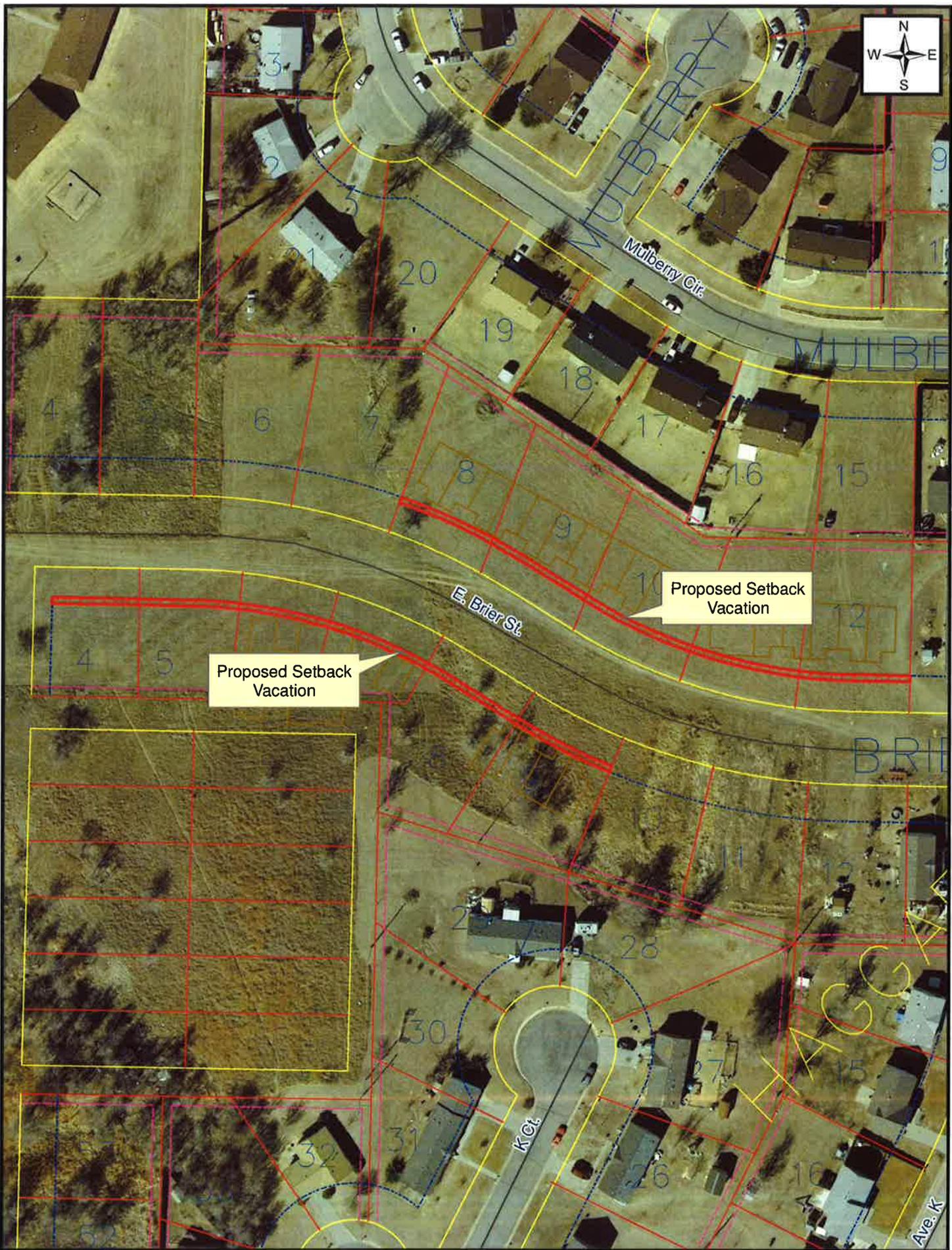
SECTION 5: The City Clerk shall file a certified copy of this ordinance in the offices of the County Register of Deeds and County Clerk for Ford County, Kansas.

PASSED BY THE CITY OF DODGE CITY GOVERNING BODY, IN REGULAR SESSION, AND APPROVED BY THE MAYOR, THIS SECOND DAY OF OCTOBER, 2017.

RICK SOWERS, MAYOR

ATTEST:

NANNETTE POGUE, CITY CLERK



Memorandum

To: Cherise Tieben, City Manager
From: Nannette Pogue
Date: September 28, 2017
Subject: Resolution No. 2017-28
Agenda Item: Ordinances and Resolutions

Recommendation: Approve Resolution No. 2017-28

Background: At the September 18 meeting the City Commission authorized Resolution No. 2017-26 Offering for Sale of General Obligation Temporary Notes 2017-1 of the City of Dodge City. The temporary notes will finance two special assessment projects; Candletree 8 infrastructure and the extension of infrastructure to the McDonalds on Wyatt Earp. It will also finance the Economic Development project that is in the STAR Bond district including the land acquisition and STAR bond eligible costs for Sutherlands. The Notes will be marketed on Monday, October 2, and the details of the notes will be available at the meeting. This resolution outlines the form and terms of the notes, the reporting responsibilities of the City of Dodge City, and outlines all aspects of the funds.

Justification: The resolution is necessary to formally issue an amount not to exceed \$8,000,000 in General Obligation Notes

Financial Considerations: The notes will be 2 year notes with an early call of 6 months. Interest will be due upon maturity of the notes. The land acquisition and STAR bond eligible costs for Sutherlands will be refinanced by STAR Bonds and the two special assessment projects will be refinanced by GO Bonds.

Purpose/Mission: On-going improvement of infrastructure and to promote Economic Development.

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

Attachments: Resolution No. 2017-28.

RESOLUTION NO. 2017-28

OF

THE CITY OF DODGE CITY, KANSAS

ADOPTED

OCTOBER 2, 2017

**GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2017-1**

RESOLUTION

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RESOLUTION NO. 2017-28

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2017-1, OF THE CITY OF DODGE CITY, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

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

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

<u>Project Description</u>	<u>Ord./Res. No.</u>	<u>Authority</u>	<u>Estimated Cost</u>
Candletree Addition, Unit 7 – Street, sewer and water improvements	Res. 2016-20	K.S.A. 12-6a01 <i>et seq.</i>	\$1,512,000
McDonalds redevelopment – Street, storm water, sanitary sewer and water improvements	Res. 2017-22	K.S.A. 12-6a01 <i>et seq.</i>	380,000
Land acquisition, site improvements & economic development grant	Ord. 3672	Kan. Const. Art. 12, Section 5/ K.S.A. 12-1617h	<u>6,402,000</u>
<i>Total</i>			<i>\$8,294,000</i>

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

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

WHEREAS, none of such general obligation bonds or temporary notes heretofore authorized have been issued and the Issuer proposes to issue its temporary notes to pay a portion of the costs of the Improvements; and

WHEREAS, the governing body of the Issuer hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Notes in the principal amount of \$7,980,000* to pay a portion of the costs of the Improvements.

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

ARTICLE I

DEFINITIONS

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

“Act” means the Constitution, particularly Article 12, Section 5 thereof, and statutes of the State of Kansas including K.S.A. 10-101 to 10-125, inclusive (specifically including K.S.A. 10-123), K.S.A. 10-620 *et seq.*, K.S.A. 12-6a01 *et seq.*, and K.S.A. 12-1617h, as amended and supplemented.

“Adoption Agreement” means the Adoption Agreement, dated as of the Dated Date, of the Issuer.

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

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

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

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

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

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

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

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

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

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

“Compliance Services Agreement” means the agreement between the Issuer and Bond Counsel relating to post-issuance compliance services relating to the Code and the SEC Rule.

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

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

“Costs of Issuance Account” means the Costs of Issuance Account for General Obligation Temporary Notes, Series 2017-1 created pursuant to *Section 501* hereof.

“Dated Date” means October 17, 2017.

“Debt Service Account” means the Debt Service Account for General Obligation Temporary Notes, Series 2017-1 (within the Bond and Interest Fund) created pursuant to *Section 501* hereof.

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

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

“Defeasance Obligations” means any of the following obligations:

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

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

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

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

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

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

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

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

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

“Disclosure Undertaking” means the Issuer’s Omnibus Continuing Disclosure Undertaking, as may be amended and supplemented, relating to certain obligations contained in the SEC Rule, as revised and affirmed by the Adoption Agreement.

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

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

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

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

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

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

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

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

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

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

“Improvement Fund” means the Improvement Fund for General Obligation Temporary Notes, Series 2017-1 created pursuant to *Section 501* hereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

“Notes” means the General Obligation Temporary Notes, Series 2017-1, authorized and issued by the Issuer pursuant to this Note Resolution.

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

(a) To the Issuer at:

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

(b) To the Paying Agent at:

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

(c) To the Purchaser:

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

(d) To the Rating Agency(ies):

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

“Notice Representative” means:

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

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

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

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

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

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

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

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

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

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

“Purchaser” means Stifel, Nicolaus & Company, Incorporated, Wichita, Kansas, the original purchaser of the Notes, and any successors and assigns.

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

“Rebate Fund” means the Rebate Fund for General Obligation Temporary Notes, Series 2017-1 created pursuant to *Section 501* hereof.

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

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

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

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

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

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

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

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

“State” means the state of Kansas.

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

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

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

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

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

ARTICLE II

AUTHORIZATION AND DETAILS OF THE NOTES

Section 201. **Authorization of the Notes.** There shall be issued and hereby are authorized and directed to be issued the General Obligation Temporary Notes, Series 2017-1, of the Issuer in the principal amount of \$7,980,000*, for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; and (b) pay Costs of Issuance.

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

Stated Maturity	Principal	Annual Rate
<u>October 1</u> 2019	<u>Amount</u> \$7,980,000*	<u>of Interest</u> []%

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

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

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

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

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

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

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

instructions including the bank, ABA routing number and account number to which such Owner wishes to have such transfer directed.

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

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

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

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

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

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

In all cases in which the privilege of transferring or exchanging Notes is exercised, the Note Registrar shall authenticate and deliver Notes in accordance with the provisions of this Note Resolution. The Issuer shall pay the fees and expenses of the Note Registrar for the registration, transfer and exchange of Notes provided for by this Note Resolution and the cost of printing a reasonable supply of registered note blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Note Registrar, are the responsibility of the Owners of the Notes. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against

such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Notes.

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

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

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

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

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

The Notes shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as *EXHIBIT A* hereof, which shall be manually executed by an authorized officer or employee of the Note Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Notes that may be issued hereunder at any one time. No Note shall be entitled to any security or benefit under this Note Resolution or be valid or obligatory for any purpose

unless and until such certificate of authentication has been duly executed by the Note Registrar. Such executed certificate of authentication upon any Note shall be conclusive evidence that such Note has been duly authenticated and delivered under this Note Resolution. Upon authentication, the Note Registrar shall deliver the Notes to the Purchaser upon instructions of the Issuer or its representative.

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

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

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

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

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

Section 210. **Book-Entry Notes; Securities Depository.** The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. The Notes shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Notes, except in the event the Note Registrar issues Replacement Notes as provided in this Section. It is anticipated that during the term of the Notes, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Notes to the Participants until and unless the Note Registrar authenticates and delivers Replacement Notes to the Beneficial Owners as described in the following paragraph.

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

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

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

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

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

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

Section 212. **Preliminary and Final Official Statement.** The Preliminary Official Statement dated September 5, 2017, is hereby ratified and approved. The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor or chief financial officer of the Issuer are hereby authorized to execute the final Official Statement as so supplemented, amended and completed, and the use and public distribution of the final Official Statement by the Purchaser in connection with the reoffering of the Notes is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

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

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

ARTICLE III

REDEMPTION OF NOTES

Section 301. **Redemption by Issuer.**

Optional Redemption. At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity on [] 1, 2018, and thereafter, as a whole or in part (selection of the amount of Notes to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

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

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

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

Section 303. **Notice and Effect of Call for Redemption.** In the event the Issuer desires to call the Notes for redemption prior to maturity, written notice of such intent shall be provided to the Note Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Note Registrar shall call Notes for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Note Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Notes to be called for redemption. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in this Section are met.

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

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

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

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

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

For so long as the Securities Depository is effecting book-entry transfers of the Notes, the Note Registrar shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Note (having been mailed notice from the Note Registrar, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Note so affected, shall not affect the validity of the redemption of such Note.

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

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

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

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

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

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

ARTICLE IV

SECURITY FOR NOTES

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

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

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

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

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF NOTE PROCEEDS

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

- (a) Improvement Fund for General Obligation Temporary Notes, Series 2017-1.
- (b) Debt Service Account for General Obligation Temporary Notes, Series 2017-1.
- (c) Rebate Fund for General Obligation Temporary Notes, Series 2017-1.
- (d) Costs of Issuance Account for General Obligation Temporary Notes, Series 2017-1.
- (e) Compliance Account.

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

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

- (a) All excess proceeds, if any, received from the sale of the Notes shall be deposited in the Debt Service Account.
- (b) An amount necessary to pay the Costs of Issuance shall be deposited in the Costs of Issuance Account.
- (c) The remaining balance of the proceeds derived from the sale of the Notes shall be deposited in the Improvement Fund.

Section 503. **Application of Moneys in the Improvement Fund.** Moneys in the Improvement Fund shall be used for the sole purpose of: (a) paying the costs of the Improvements, in accordance with the plans and specifications therefor prepared by the Consulting Engineer heretofore approved by the governing body of the Issuer and on file in the office of the Clerk, including any alterations in or amendments to said plans and specifications deemed advisable by the Consulting Engineer and approved by the governing body of the Issuer; (b) paying interest on the Notes during construction of the Improvements; and (c) paying Costs of Issuance; and (d) transferring any amounts to the Rebate Fund required by this *Article V*.

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

Section 504. **Substitution of Improvements; Reallocation of Proceeds.**

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

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

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

deposited in accordance with and subject to all of the provisions contained in this Note Resolution and shall be held by the Paying Agent for the benefit of the Owners of the Notes entitled to payment from such moneys.

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

Section 506. Application of Moneys in the Rebate Fund.

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

(b) The Issuer shall periodically determine the arbitrage rebate, if any, under Code § 148(f) of the Code in accordance with the Federal Tax Certificate, and the Issuer shall make payments to the United States of America at the times and in the amounts determined under the Federal Tax Certificate. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Notes and payment and satisfaction of any Rebate Amount, or provision made therefor, shall be deposited into the Bond and Interest Fund.

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

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

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

Section 508. Application of Moneys in the Costs of Issuance Account. Moneys in the Costs of Issuance Account shall be used by the Issuer to pay the Costs of Issuance. Any funds remaining in the Costs of Issuance Account, after payment of all Costs of Issuance, but not later than the later of 90 days

after the issuance of the Notes, shall be transferred to the Improvement Fund until completion of the Improvements and thereafter to the Debt Service Account.

Section 509. **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 and state or federal securities laws. Any funds remaining in the Compliance Account on the sixth anniversary of the Issue Date shall be transferred to the Debt Service Account.

ARTICLE VI

DEFAULT AND REMEDIES

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

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

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

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

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

Section 603. **Remedies Cumulative.** No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Note shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Notes by this Note Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy

has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Notes shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFEASANCE

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

ARTICLE VIII

TAX COVENANTS

Section 801. **General Covenants.** The Issuer covenants and agrees that: it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Notes; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor and chief financial officer 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 resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Notes will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

Section 802. **Survival of Covenants.** The covenants contained in this Article and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Notes pursuant

to *Article VII* hereof or any other provision of this Note Resolution until such time as is set forth in the Federal Tax Certificate.

ARTICLE IX

CONTINUING DISCLOSURE REQUIREMENTS

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

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

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1001. **Annual Audit.** Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. The audit report shall contain a statement regarding the Issuer's compliance with the arbitrage rebate covenants contained in the Federal Tax Certificate and the covenants regarding continuing disclosure contained herein and the Disclosure Undertaking. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk, and a duplicate copy of the audit shall be mailed to the Purchaser. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Notes, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the governing body of the Issuer shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Note Resolution, the Issuer shall promptly cure such deficiency.

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

- (a) Extend the maturity of any payment of principal or interest due upon any Note;

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

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

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

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

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

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

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

- (a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such

jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

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

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

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

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

Section 1005. **Electronic Transactions.** The issuance of the Notes and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

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

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

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

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

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ADOPTED by the governing body of the Issuer on October 2, 2017.

(SEAL)

Mayor

ATTEST:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Note Resolution of the Issuer adopted by the governing body on October 2, 2017, as the same appears of record in my office.

DATED: October 2, 2017.

Clerk

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Memorandum

To: City Commissioners
From: Cherise Tieben
Date: September 28, 2017
Subject: Tiger IX Amtrak Support
Agenda Item: Ordinances and Resolutions

Recommendation: Staff recommends approval of Resolution 2017-29 which reiterates our support of the Tiger IX Grant for improvements to the Southwest Chief Passenger line and our commitment to support the Grant application with \$12,500 from the 2018 budget if the grant application is successful.

Background: As you may recall, the stretch of BNS&F line that Amtrak utilizes west of Newton, Ks through Colorado and portions of New Mexico had deteriorated to the point that speeds needed to be reduced. The reduction in speed by BNS&F caused Amtrak to begin discussions regarding the possibility of discontinuing the Southwest Chief service which had over 4,895 individuals enjoying the transportation method in 2016 from Dodge City and 49,384 throughout the State of Kansas. A partnership of communities including Dodge City, Hutchinson, Garden City, Trinidad, Lamar and La Junta formed to advocate for the retention of this route. This year Colfax County, New Mexico has joined the Coalition and will be the applicant for the Tiger IX application. The partnership communities will provide matches in addition to matches from the several other entities such as: Amtrak, BNSF & KDOT, CDOT and the New Mexico Department of Transportation joined this year too.

Justification: Our success with the Tiger Grant indicates obvious interest in maintaining this line. The next phase of the repairs are appropriately being proposed through New Mexico.

Financial Considerations: \$12,500 is allocated in the 2018 budget.

Purpose/Mission: Ongoing Improvement together we value progress, growth and new possibilities by providing and preparing for the community's future.

Legal Considerations: None

Attachments: Resolution 2017-29

RESOLUTION NO. 2017 - 29

A RESOLUTION ENCOURAGING EFFORTS TO MAINTAIN THE SOUTHWEST CHIEF PASSENGER SERVICE THROUGH THE STATES OF KANSAS, COLORADO AND NEW MEXICO AND PLEDGING FINANCIAL PARTICIPATION IN THE COLFAX COUNTY NEW MEXICO TIGER IX GRANT APPLICATION MATCH

WHEREAS, Amtrak's Southwest Chief serves Kansas on its route between Chicago and Los Angeles on the host railroad lines of BNSF Railway and the New Mexico Department of Transportation; and

WHEREAS, eastbound and westbound trains stop at Dodge City daily and served more than 49,384 Kansas passengers in 2016; and

WHEREAS, Amtrak provides a transportation link to the residents of southwest Kansas that is of growing importance and will likely become critical as rising energy prices curtail the attractiveness of driving and flying; and

WHEREAS, railway freight traffic has declined, thereby reducing monies customarily set aside for rail maintenance and consequently forcing travel at lower speeds; and

WHEREAS, it has been estimated that the rail traversed by the Southwest Chief is in immediate need of more than \$50 million in rail repairs in Kansas, Colorado and New Mexico, in order to resume normal speeds; and

WHEREAS, it has been further projected that rail repairs over the course of the entire rail will total \$200 million over the next ten years; and

WHEREAS, Amtrak is unable to make said repairs given current fiscal conditions; and

WHEREAS, the Southwest Chief Rural Rail Partnership, of which Dodge City is a member, has joined many other communities in Kansas, Colorado and New Mexico to support both financially and legislatively the upgrade of the line between Kansas, Colorado and New Mexico; and

WHEREAS, in 2014 the City of Garden City and in 2015 the City of La Junta Colorado, both on behalf of the Southwest Chief Rural Rail Partnership, successfully applied and received a \$12.4 million TIGER VI discretionary grant and \$15.2 million TIGER VII discretionary grants respectively for repairs along the Southwest Chief route; and

WHEREAS, Colfax County, New Mexico intends to apply for TIGER IX funding to continue needed repairs through the Kansas and Colorado sections of this line.

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the City of Dodge City, Kansas that the City of Dodge City offers our support of the Colfax County, New

Mexico, TIGER IX application and agrees to pledge \$12,500.00 toward the grant match to be paid in 2018 should the grant be awarded.

ADOPTED by the Governing Body of the City of Dodge City, Kansas this 2nd day of October, 2017.

Rick Sowers, Mayor

ATTEST:

Nannette Pogue, City Clerk

Memorandum

*To: City Manager
City Commissioners*

From: Ryan Reid

Date: September 25th, 2017

Subject: Vehicle leases

Agenda Item: New Business

Recommendation: On September 25, 2017 one bid was received and opened for two (2) vehicle leases for the City of Dodge City. This bid was for \$39,600 for the two (2) vehicles for a three (3) year period. The bid was submitted by Lewis Chevrolet.

Background: These vehicles will be used by the City. The agreement allows for each of the two vehicles to be rotated out every six months.

Justification: Lewis Chevrolet was the only bidder for this lease.

Financial Considerations:

This will be paid for from the Fund 130 which has sufficient funds to cover the expense. The lease would be paid for in a single payment.

Attachments: None



Parks and Recreation

PO Box 880 • Dodge City KS 67801 • Phone: 620/225-8160 • Fax: 620/225-8144

Memorandum

To: Cherise Tieben, City Manager
City Commissioners

From: Paul Lewis, Parks & Recreation Director 

Cc: Jacob Ripple, DCCC Athletic Director

Date: September 28, 2017

Subject: DCCC Facilities Use Agreement

Agenda Item: New Business

RECOMMENDATION: Staff recommends approving the agreement with Dodge City Community College for shared use of facilities.

BACKGROUND: City and DCCC have each used the others facilities at various times to support their programs. Rental agreements have been developed for specific uses but until now there has not been a comprehensive agreement spelling out cooperative details.

This agreement is a shared use contract providing each entity access to the other's designated facilities. DCCC and the City would have first priority access to the others facilities if not required for their own programs, usage would be free from rental charges, and maintenance and custodial charges would apply only if usage was outside of normal work hours. This agreement is comparable to an existing agreement the City has with USD 443 that has been in place for several years.

JUSTIFICATION: With development completed by DCCC and the continuing efforts of the City's Sports Commission to bring events to the community, now is an appropriate time to formalize an agreement that addresses the needs of both parties. As an example, the recent selection of Dodge City as the host for the 2019 Shrine Bowl was only possible because multiple entities worked together to provide facilities and resources. DCCC was an integral part of that effort and formalizing a shared use agreement is advantageous to those ongoing efforts.

FINANCIAL CONSIDERATIONS: This agreement effectively terminates existing rental agreements between the City and DCCC. Rental income generated from the use of Cavalier and Legends Park will cease, approximately \$12,500 per year. Over the next eight years that revenue will be replaced by an equal annual contribution to support the turf project.

PURPOSE/MISSION: This agreement is consistent with the City's Core Value of Ongoing Improvement by facilitating a cooperative arrangement with another governmental entity and meeting community needs.

LEGAL CONSIDERATIONS: This agreement has been reviewed and approved as to form by the City's legal counsel and has been approved and executed by Dodge City Community College Board of Trustee's.

ATTACHMENTS: Facilities Use Agreement

FACILITIES USE AGREEMENT

THIS Facilities Use Agreement (this "Agreement") is made and entered into on this _____ day of _____ 2017, by and between the City of Dodge City, Kansas (the "City") and Dodge City Community College ("DCCC").

1. DCCC shall make available to and permit use by the City and its designated agents the following buildings and grounds (the "Facilities"):

-) DCCC Student Activity Center
-) DCCC Practice Gym
-) DCCC Football/Soccer Practice Field

provided, however, DCCC shall have the sole and exclusive right to designate the areas on the grounds and in the buildings aforesaid which may be used.

2. The City shall have a prior right to schedule and use such Facilities, provided such use is scheduled at least four (4) weeks in advance; provided, further that the Facilities are not needed for DCCC's activities. All such scheduling shall be made through the Athletic Director or such other personnel as specifically authorized by DCCC to effect any such scheduling; provided further, that the Athletic Director may cancel previously scheduled use of the Facilities if adequate custodial services are not available.
3. The Athletic Director shall be responsible for securing a custodian or other DCCC personnel who shall be present in the Facilities during the City activities and use of a particular building, and who shall (a) have the Facilities open at the time of intended use; (b) have the Facilities in usable condition; (c) close the Facilities and turnoff utilities, where necessary, at end of activity; and (d) perform necessary custodial work at end of each such City activity.
4. (a) The City shall provide an adult program supervisor for all City use of DCCC Facilities. All wages and costs for the supervisor shall be the responsibility of the City. (b) It shall be the responsibility of the City and its program supervisors to familiarize themselves with and adhere to and enforce compliance with DCCC rules and regulations for the use of the Facilities as well as any special building rules established by the appropriate building principals.
5. For use of the Facilities as aforesaid, the City shall be responsible for reimbursement to DCCC of expenses for all custodial time where services are provided on holidays, weekends or at times outside normal work hours for custodial personnel, but not for custodial services provided during the course of a regular work schedule except where extra duty or overtime is required directly related to a City event. Reimbursement shall be based upon the normal rate custodial staff are paid under current DCCC policies.

6. The City shall make available to and permit use by DCCC in its normal physical education and extracurricular athletic programs, subject to adequate advance scheduling, certain recreational facilities ("City Facilities") over which the City has control:

- Thurow Park
- St. Mary Soccer Fields
- Youth Complex
- Legends Park
- Cavalier Field

provided, however, the City shall have the sole and exclusive right to designate the City Facilities which may be used; provided further that the City Parks and Recreation Director, or designee, may cancel a previously scheduled use in the event of adverse weather conditions where use of the City Facility would result in damage thereto.

7. For use of City Facilities, DCCC shall be responsible for reimbursement of maintenance expenses for all staff hours where maintenance hours are provided on holidays, weekends or at times outside normal work hours for maintenance personnel, but not for maintenance services provided during the course of a regular work schedule except where extra duty or overtime is required directly related to a DCCC event. Reimbursement shall be based upon the normal rate maintenance staff are paid under current City policies.

8. No user fees or other charges for use of the respective facilities by either party shall be made except as provided herein.

9. The City and DCCC shall each be liable to the other entity and responsible for any and all damages, reasonable wear, and action of the elements excepted, to property occasioned during or as a result of respective facilities as herein contemplated.

10. The parties hereto shall appoint representatives to meet, discuss, clarify, and establish all policies and details for operation of the programs and use of the respective facilities, all in accordance with the terms and intent of this Agreement. Any such agreements and policies shall be reduced to writing, and shall be deemed binding when approved by the chief executive officer of each party, provided, that any such written agreement, rule, regulation, or policy shall be subject to rejection and/or revocation by the governing body of each party hereto.

11. The initial term of this Agreement shall be one (1) year, or the 2017-18 school year, ending May 31, 2018. The term shall be deemed automatically renewed from year to year thereafter, until and unless terminated by either party hereto upon written notice given in advance of the expiration of the then current term of the then-current Agreement.

12. Either party hereto may terminate this Agreement for any reason upon sixty (60) days advance written notice to such effect given to the non-terminating party.

13. This Agreement is personal between the parties hereto and shall in no event be assigned, in whole or in part.
14. This Agreement shall supersede and replace all other Facility Use Agreements existing and currently in force between the City and DCCC.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

CITY OF DODGE CITY, KANSAS

By: _____
Rick Sowers, Mayor

ATTEST:

NANETTE POGUE, City Clerk

DODGE CITY COMMUNITY COLLEGE

By: _____
Dr. Morris Reeves, Chairperson

ATTEST:

Dr. Harold Nolte, Board Secretary



Parks and Recreation

PO Box 880 • Dodge City KS 67801 • Phone: 620/225-8160 • Fax: 620/225-8144

Memorandum

To: Cherise Tieben, City Manager
City Commissioners

From: Paul Lewis, Parks & Recreation Director 

Cc: Jacob Ripple, DCCC Athletic Director

Date: September 28, 2017

Subject: DCCC Legends Donation Agreement

Agenda Item: New Business

RECOMMENDATION: Staff recommends approval of the Memorandum of Understanding with Dodge City Community College regarding a contribution to the Legends Park Turf project.

BACKGROUND: Currently the City is pursuing a project at Legends Park to replace the natural soil infields with synthetic turf. The project has been approved by the Community Facilities Advisory Board and the joint City and County Commissions and is funded in 2017. A condition of that approval was that both DCCC and USD 443 participate in the construction costs with a contribution of \$100,000 each. USD 443 has previously agreed to support the project.

The College recognizes the benefit to their programs and activities and agrees to contribute \$100,000 towards the overall cost of the project paid out over eight years. This MOU outlines the particulars of the project and DCCC's contribution.

JUSTIFICATION: This project is a significant improvement to Legends Park making the facility more useable in all conditions, reduces weather related cancellations and delays, and positions Legends as a premier facility in Kansas.

FINANCIAL CONSIDERATIONS: The improvements were bid at \$610,000 and are being funded through the Sales Tax Depreciation account. Staff secured this contribution from DCCC and a similar amount from USD 443 that will reduce the financial impact to closer to \$410,000.

PURPOSE/MISSION: This purchase is consistent with the City's Core Value of Ongoing Improvement.

LEGAL CONSIDERATIONS: The agreement has been reviewed by the City Attorney and approved as to form. It has been approved and executed by the Dodge City Community College Board of Trustees.

ATTACHMENTS: MOU DCCC Contribution at Legends Park

**MEMORANDUM OF UNDERSTANDING
DODGE CITY COMMUNITY COLLEGE
CONTRIBUTION TO INSTALL TURF AT LEGENDS PARK**

This Memorandum of Understanding, made and entered into on this _____ day of _____ 2017, details the agreement between Dodge City Community College (DCCC) and the City of Dodge City (the City) regarding the contribution that DCCC will make towards the costs of installing artificial turf on the fields at Legends Park, a park owned and operated by the City.

WHEREAS the City owns Legends Park, and located therein are several baseball/softball fields the usage of which is subject to an agreement between the City and DCCC signed September 20th, 2017, and the parties have no intention of changing that usage agreement; and,

WHEREAS the City has elected to resurface the fields located in Legends Park with artificial turf for a cost of approximately five hundred thousand dollars (\$500,000.00), and said resurfacing is expected to last for eight (8) years; and,

WHEREAS DCCC has agreed to contribute one hundred thousand dollars (\$100,000.00) towards the present costs of resurfacing the fields, understanding that resurfacing will have to occur again in the future; and,

WHEREAS DCCC desires the opportunity to place a logo representing the school on one field; and,

WHEREAS the City desires to replace the permanent pitching mound located at Cavalier Field with a portable pitching mound which may be adjusted for different league requirements.

THEREFORE, DCCC and City agree as follows:

City will:

1. Finance and resurface the fields located in Legends Park. Such resurfacing will cost approximately \$500,000.00.
2. Resurfacing as contemplated will occur in the Fall of 2017, after the Summer season and before the 2018 season begins.
3. Maintain the fields in conditions suitable for playing baseball and softball.
4. Replace the permanent pitching mound at Cavalier Field with a portable pitching mound.
5. Grant to DCCC the opportunity to install, at DCCC's expense, a DCCC school logo on one of the fields after, or as part of the resurfacing.
6. Continue the current usage agreement with DCCC signed September 20, 2017.

DCCC will:

1. Contribute one hundred thousand dollars (\$100,000.00) towards the costs of resurfacing the fields, payment of which may be made in equal installments over a period of time not to exceed eight (8) years.

2. Install, at its option and expense, a DCCC school logo on one of the fields after or during the resurfacing.
3. Continue the usage agreement with the City signed September 20, 2017.

The parties agree that DCCC will not pay rent for usage of Legends Park and Cavalier Field for at least eight (8) years unless DCCC terminates the Facilities Use Agreement.

This Memorandum of Understanding shall be binding on the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on the day and year first written above.

CITY OF DODGE CITY, KANSAS

By: _____
Rick Sowers, Mayor

ATTEST:

NANETTE POGUE, City Clerk

DODGE CITY COMMUNITY COLLEGE

By: _____
Dr. Morris Reeves, Chairperson

ATTEST:

Dr. Harold Nolte, Board Secretary