

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

Monday, December 18, 2017

7:00 p.m.

MEETING #5085

CALL TO ORDER

ROLL CALL

INVOCATION BY

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

Sutherlands CID

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).

Presentation to Fire Shift

CONSENT CALENDAR

1. Approval of City Commission Work Session Minutes, December 4, 2017;
2. Approval of City Commission Meeting Minutes, December 4, 2017;
3. Appropriation Ordinance No. 24, December 20, 2017;
4. Cereal Malt Beverage License:
 - a. Casa Alvarez Restaurant, 1701 E. Wyatt Earp Blvd.,
 - b. Roberto's Station, 302 S. 2nd Avenue.
5. Approval to Purchase the AnalyticsNOW Software.

ORDINANCES & RESOLUTIONS

Ordinance No 3678: An Ordinance Authorizing and Providing for the Issuance of General Obligation Refunding Bonds, Series 2017-B, of the City of Dodge City, Kansas for the purpose

of providing funds to refund a portion of the City's outstanding General Obligation Bonds; providing for the levy and collection of an annual tax for the purposes of paying the principal of and interest on said bonds as they become due; authorizing certain other documents and actions in connection therewith; and making certain covenants with respect thereto. Report by Finance Director/City Clerk, Nannette Pogue.

Resolution No. 2017-38: A Resolution Prescribing the Form and Details of and Authorizing and Directing the Sale and Delivery of General Obligation Refunding Bonds, Series 12017-B, of the City of Dodge City, Kansas, Previously Authorized by Ordinance No. 3678 of the Issuer; Making Certain Covenants and Agreements to Provide for the Payment and Security Thereof; and Authorizing Certain Other Documents and Actions Connected Therewith. Report by Finance Director/City Clerk, Nannette Pogue.

Ordinance No. 3679: An Ordinance Authorizing the Creation of the Sutherlands High Plains LLC Community Improvement District in the City of Dodge City, Kansas; Authorizing the Imposition of a Community Improvement District Sales Tax to be Collected Within Such District; and Approving and Authorizing Certain Other Actions in Connection Therewith (Sutherlands Development CID). Report by Finance Director/City Clerk, Nannette Pogue.

NEW BUSINESS

1. Approval of Appointments to the Library Board and to the Santa Fe Trail Committees. Report by City Manager, Cherise Tieben.
2. Approval of Early Retirement Policy. Report by Interim of Human Resources Director, Ernestor De La Rosa and Finance Assistant, Nicole May.
3. Approval of Amendments and Revisions to the FOP Memorandum of Understanding. Report by City Attorney, Bradley Ralph.
4. Approval of Bids for the Rehabilitation of Municipal Water Wells No. 21 and 29. Report by Superintendent of Public Works, Corey Keller.
5. Approval of Bids for Mariah Hills Golf Course Fairway Mower. Report by City Administrator, Ryan Reid.
6. Approval of Bids for St Mary Soccer Complex Fencing. Report by Supervisor of Parks, Daniel Cecil.
7. Approval of Proposals for Lots in Power District. Report by Finance Director/City Clerk, Nannette Pogue.

OTHER BUSINESS

ADJOURNMENT

CITY COMMISSION WORK SESSION

City Hall Commission Chambers

Monday, December 4, 2017

6:00 p.m.

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

WORK SESSION

Presentation and Discussion of Proposals for the Purchase of the Heritage District Lots.

Two proposals were received for purchase of the lot in the Heritage District. Presentation regarding those proposals were made by: Jeff Lopp, Sr., Lopp Motors and Ron Fiscus, representing Rib Cribb.

ADJOURNMENT

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

CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

Monday, December 4, 2017

7:00 p.m.

MEETING #5084

CALL TO ORDER

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

INVOCATION by Reverend Jerre Nolte

PLEDGE OF ALLEGIANCE

Commissioner Jan Scoggins moved to amend the agenda by adding Resolution No. 2017-37 and removing the Executive Session.

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).

Brandon Hines, Director of Public Library gave a quarterly report. He thanked the Park Department for their assistance with the story board project. They also helped with the grounds at the Library after the ice storm. 10,000 more people came through the Library doors in 2017 than did in 2016. The Library is remodeling the basement level for some current programs to move into, and also the Kansas Heritage Center will be moving in there by July, 2019.

Terri Mujica-McLain gave update on Mid-Level Health Care Provider Project

CONSENT CALENDAR

1. Approval of City Commission Work Session Minutes, November 20, 2017;
2. Approval of City Commission Meeting Minutes, November 20, 2017;
3. Appropriation Ordinance No. 23, December 4, 2017;
4. Cereal Malt Beverage License;
5. Approval of Withdrawal Acceptance of Bids for the Biogas Plant Pollution Insurance.

Commissioner Jan Scoggins moved to approve the Consent Calendar as presented, Commissioner Brian Delzeit seconded the motion. The motion carried unanimously.

ORDINANCES & RESOLUTIONS

Resolution No. 2017-37 – A Resolution supplementing Resolution No. 2017-36 of the City of Dodge City, Kansas, which authorized the offering for Sale of General Obligation Refunding Bonds, Series 2017-B, of the City was approved on a motion by Commissioner Brian Delzeit. The motion was seconded by Commissioner Joyce Warshaw. The motion carried unanimously.

NEW BUSINESS

1. Commissioner Kent Smoll moved to approve Amendment No. 11 between the City of Dodge City and CH2M Hill for the Operations, Maintenance and Management Services for the City’s Wastewater Treatment Plants and the new Biogas Plant in the amount of \$1,936,498. Commissioner Jan Scoggins seconded the motion. The motion carried unanimously.
2. Commissioner Kent Smoll moved to have staff proceed with negotiations with Rib Crib BBQ, Inc. for purchase and development of the lot in the Heritage District. Commissioner Brian Delzeit seconded the motion. The motion carried unanimously.
3. Commissioner Kent Smoll moved to authorize up to \$63,806 for property insurance for the Biogas Plant and added that all price proposals be submitted to the City by 5:00 p.m. on Wednesday, December 6th. Commissioner Jan Scoggins seconded the motion. The motion carried unanimously.
4. Commissioner Brian Delzeit moved to approve the 2018 Sales Tax Projects Organizational Funding as recommended by CFAB in the total amount of \$110,000. The break down as follows:

Dodge City Area Council	\$10,605.00
Dodge City Round up	\$44,022.00
Dodge City Trail of Fame	\$13,000.00
Ford County Historical	\$15,700.00
Kansas Teaches Hall of Fame	\$12,573.00
Young Guns Youth Rodeo	\$14,100.00

Commissioner Joyce Warshaw seconded the motion. The motion carried unanimously.

5. Approval of Allocation of 2017 Special Alcohol and Drug Funds in the following amounts:

Compass Behavioral Health	\$14,000
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Dodge City Police Department –GREAT Program	\$ 2,500
Catholic Charities of Southwest Kansas	\$10,000
New Chance	\$69,500
Friends of Recovery	\$14,000

was approved on a motion by Commissioner Joyce Warshaw. Commissioner Jan Scoggins seconded the motion. The motion carried unanimously.

6. Commissioner Joyce Warshaw moved to approve the 14th Avenue and Soule Street Subdivision, Unit Two Final Plat. Commissioner Jan Scoggins seconded the motion. The motion carried unanimously.

OTHER BUSINESS

City Manager Cherise Tieben

- Will be out of the office on Friday, December 8.
- On December 12, Paul Lewis’s and Jane Longmeyer’s retirement reception will be held from 3:00 p.m. to 6:00 p.m.
- On December 14 a Public Officials Exchange will be held
- At the last meeting, Mr. Brown addressed a drainage issue with the City Commission. Information is being gathered and we will compile information for the City Commission in the future.

Commissioner Brian Delzeit

- Something that was reported in the newspaper recently was that the Post Office will be open on Sunday December 10 and 17 to mail your Christmas packages.
- Keep an eye on the United Wireless Arena events calendar. There are several events coming up.
- Shout out to USD for having a High School Teacher and an Elementary School Teacher nominated for Kansas Teacher of the Year.

Commissioner Joyce Warshaw

- Tonight we had to make a very difficult decision regarding the sale of the lot in the Heritage District. These kinds of decisions show how very strong local government is.
- Murray Eckles turned 100 years old and is doing fabulous. Send her a card or let her know you are thinking about her on her birthday.

Commissioner Jan Scoggins

- As a follow up on buy local, the local newspaper is an important part of our local economy, please support it
- Thanks to RSVP for everything they have done

- Wreaths Across America will be at Fort Dodge on December 16. They are taking donations.

Commissioner, Kent Smoll

- Three weeks left in the Christmas Season. If you are going to spend money on Christmas, please buy local
- Tonight's decision of selling the lot in the Heritage District was one of the hardest decisions we had to make as a Commission. Lopp Motors is a great asset to the community.

Mayor, Rick Sowers

- Thanked everyone for the Christmas lights they have put up on and around their house. The displays are amazing. There is a contest going on but you will have to submit your name if you want to be considered for judging.
- On December 15, the new Star War movie will be out.

ADJOURNMENT

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

ATTEST:

Mayor

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 / Dodge City

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

SECTION 2 - APPLICANT INFORMATION		
Kansas Sales Tax Registration Number (required): <u>10350577 Q</u>		
Name <u>Rocio Alvarez</u>	Phone No. <u>(620) 227-6971</u>	Date of Birth <u>5-10-1964</u>
Residence Street Address <u>1204 Shiva</u>	City <u>Dodge City</u>	Zip Code <u>67801</u>
Applicant Spousal Information		
Spouse Name	Phone No.	Date of Birth
Residence Street Address	City	Zip Code

SECTION 3 - LICENSED PREMISE		
Licensed Premise (Business Location or Location of Special Event)		Mailing Address (If different from business address)
DBA Name <u>Casa Alvarez Restaurant</u>	Name	
Business Location Address <u>1701 W Wyatt Earp Blvd</u>	Address	
City <u>Dodge City</u> State <u>Ks</u> Zip <u>67801</u>	City	State Zip
Business Phone No. <u>(620) 225-7164</u>	<input checked="" type="checkbox"/> I own the proposed business or special event location. <input type="checkbox"/> I do not own the proposed business or event location.	
Business Location Owner Name(s) <u>Rocio Alvarez</u>		

SECTION 4 - APPLICANT QUALIFICATION	
I am a U.S. Citizen	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of Kansas for at least one year prior to application.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have resided within the state of Kansas for <u>34</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 <input checked="" type="checkbox"/> No Have 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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No

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

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

City or County of Dodge City

SECTION 1 – LICENSE TYPE	
Check One: <input checked="" type="checkbox"/> New License <input type="checkbox"/> Renew License <input type="checkbox"/> Special Event Permit	
Check One:	
<input type="checkbox"/> License to sell cereal malt beverages for consumption on the premises.	
<input checked="" 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): <u>004-823395629F-01</u>		
Name <u>Anjela Lopez</u>	Phone No. <u>(620) 430-2064</u>	Date of Birth <u>10/09/76</u>
Residence Street Address <u>517 Annette, st</u>	City <u>Dodge City</u>	Zip Code <u>67801</u>
Applicant Spousal Information		
Spouse Name	Phone No.	Date of Birth
Residence Street Address	City	Zip Code

SECTION 3 – LICENSED PREMISE		
Licensed Premise (Business Location or Location of Special Event)		Mailing Address (If different from business address)
DBA Name <u>Roberto's Station</u>		Name
Business Location Address <u>302 S 2nd Ave</u>		Address
City <u>Dodge City</u>	State <u>KS</u>	Zip <u>67801</u>
Business Phone No. <u>(620) 227-7271</u>	<input checked="" type="checkbox"/> I own the proposed business or special event location. <input type="checkbox"/> I do not own the proposed business or event location.	
Business Location Owner Name(s)		

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>20</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 type="checkbox"/> No
My spouse has never been convicted of one of the crimes mentioned above while licensed.	<input type="checkbox"/> Yes <input type="checkbox"/> No

Memorandum

*To: City Manager
City Commissioners*

From: Ryan Reid

Date: 2017 12 13

Subject: Analytics Now (Software)

Agenda Item: Consent Calendar

Recommendation: Staff recommends purchasing the AnalyticsNOW software from Superion. This software is designed to go with the Naviline system we currently use throughout much of the organization. The software includes initial training and is \$27,340.

Background: Staff was notified by Superion that the current reporting software (Cognos/Qrep) is being discontinued and that the replacement is AnalyticsNOW. The new software appears more powerful and easier to use. Staff has been to several demos and researched this product.

Justification: The current reporting software (Cognos/Qrep) is being phased out. AnalyticsNOW is the replacement. This purchase is budgeted (\$20,000) and the remaining money will be paid for from the technology line item.

This new software should allow us to share the reporting software with more individuals and should also save us \$8000 a year in software maintenance.

Financial Considerations:

See above.

Attachments: (none)

Memorandum

To: Cherise Tieben, City Manager
From: Nannette Pogue, Finance Director/City Clerk
Date: December 14, 2017
Subject: Ordinance No. 3678 and Resolution No. 2017-38
Agenda Item: Ordinances and Resolutions

Recommendation: I recommend the City Commission approve Ordinance No. 3678 and Resolution No. 2017-38

Background: Ordinance No. 3678 authorizes and provides for the issuance of General Obligation Refunding Bonds, Series 2017-B for the purpose of providing funds to refund a portion of the City's outstanding General Obligation Bonds. The 2 series of bonds that are being refunded are the 2009 and 2013 General Obligation Bonds.

The City has previously taken action to refund the 2009 and 2013 General Obligation Bonds.

By approving Ordinance No. 3678 the City Commission will authorize the issuance of General Obligation Refunding Bonds, Series 2017-B of the City in the principal amount of \$5,815,000 for the purpose of providing a portion of the funds to: (a) refund the General Obligation Bonds; and (b) pay costs of issuance of the Series 2017-B Bonds.

The bonds were sold on December 7 to refund the bonds and the Mayor signed the Bond Purchase Agreement. The open market securities improved the transaction with resulting net present value savings of \$242,033.24. This amount is actually slightly greater than the very first savings we presented to you.

The ordinance also authorizes the Mayor and City Clerk to sign documents necessary to complete all of the transactions.

Resolution No. 2017-38 prescribes the form and details of the sale and delivery of the bonds and makes certain covenants and agreements to provide for the payment and security of those bonds.

Justification: In order to achieve interest cost savings, reduce debt service requirements of the City for certain years, restructure the debt payments on the Bonds

and provide an orderly plan of finance for the City, it has become desirable and in the best interest of the City and its inhabitants to refund the General Obligation Bonds.

Financial Considerations: There will be a present value savings of \$242,033 over the life of the bonds.

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

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

Attachments: Ordinance No. 3678, Resolution No. 2017-38 and savings calculation.

ORDINANCE NO. 3678

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2017-B, OF THE CITY OF DODGE CITY, KANSAS, FOR THE PURPOSE OF PROVIDING FUNDS TO REFUND A PORTION OF THE CITY'S OUTSTANDING GENERAL OBLIGATION BONDS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

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

WHEREAS, the City heretofore issued and has outstanding the Refunded Bonds and is authorized by K.S.A. 10-427 *et seq.* to issue general obligation refunding bonds of the City for the purpose of refunding the Refunded Bonds; and

WHEREAS, in order to achieve interest cost savings through early redemption of the Refunded Bonds, reduce debt service requirements of the City for certain years, restructure the debt payments on the Refunded Bonds and provide an orderly plan of finance for the City, it has become desirable and in the best interest of the City and its inhabitants to refund the Refunded Bonds; and

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

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

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

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

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

"Bonds" means the City's General Obligation Refunding Bonds, Series 2017-B, dated December 29, 2017, authorized by this Ordinance.

"City" means the City of Dodge City, Kansas.

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

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

“**Governing Body**” means the City Commission of the City.

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

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

“**Refunded Bonds**” means collectively: (a) the Series 2009-A Bonds maturing in the years 2020 to 2029, inclusive, in the aggregate principal amount of \$2,675,000; (b) the Series 2013-A Bonds maturing in the years 2021 to 2028, inclusive, in the aggregate principal amount of \$3,355,000.

“**Series 2009-A Bonds**” means the City's General Obligation Refunding and Improvement Bonds, Series 2009-A, dated October 21, 2009.

“**Series 2013-A Bonds**” means the City's General Obligation Refunding and Improvement Bonds, Series 2013-A, dated December 12, 2013.

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

Section 2. Authorization of the Bonds. There shall be issued and hereby are authorized and directed to be issued the General Obligation Refunding Bonds, Series 2017-B, of the City in the principal amount of \$5,790,000*, for the purpose of providing funds to: (a) refund the Refunded Bonds; and (b) pay costs of issuance of the Bonds.

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

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

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

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

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

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

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

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

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PASSED by the City Commission on December 18, 2017 and **SIGNED** by the Mayor.

(SEAL)

Mayor

ATTEST:

Clerk

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RESOLUTION NO. 2017-38

OF

THE CITY OF DODGE CITY, KANSAS

ADOPTED

DECEMBER 18, 2017

**GENERAL OBLIGATION REFUNDING BONDS
SERIES 2017-B**

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RESOLUTION NO. 2017-38

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2017-B, OF THE CITY OF DODGE CITY, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 3678 OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

WHEREAS, the Issuer has heretofore passed the Ordinance authorizing the issuance of the Bonds;
and

WHEREAS, the Ordinance authorized the City Commission of the Issuer (the “Governing Body”) to adopt a resolution prescribing certain details and conditions and to make certain covenants with respect to the issuance of the Bonds; and

WHEREAS, in order to provide for the payment of the Refunded Bonds it is desirable to enter into the Escrow Agreement, by and between the Issuer and the Escrow Agent; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Bonds in the principal amount of \$5,790,000* to refund the Refunded Bonds.

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

ARTICLE I

DEFINITIONS

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

“**Act**” means the Constitution and statutes of the State of Kansas including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-427 *et seq.*, and K.S.A. 10-620 *et seq.*, 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.

[“**BAM**” means Build America Mutual Assurance Company, a New York domiciled mutual insurance corporation, or any successor thereto.]

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

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

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

“Bond Insurance Policy” means the municipal bond insurance policy issued by the Bond Insurer concurrently with the delivery of the Bonds guaranteeing the scheduled payment when due of the principal of and interest on the Bonds.

“Bond Insurer” means BAM with respect to the Bonds.]

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

“Bond Purchase Agreement” means the Bond Purchase Agreement dated as of [BPA Date], between the Issuer and the Purchaser.

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

“Bond Registrar” means the State Treasurer and any successors and assigns.

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

“Bonds” or **“Bond”** means the General Obligation Refunding Bonds, Series 2017-B, authorized and issued by the Issuer pursuant to the Ordinance and this Bond Resolution.

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

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

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

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

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

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

“Costs of Issuance” means all costs of issuing the Bonds, including but not limited to all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in

connection with compliance with the Code, all expenses incurred in connection with receiving ratings on the Bonds, and any premiums or expenses incurred in obtaining municipal bond insurance on the Bonds.

“Costs of Issuance Account” means the Costs of Issuance Account for General Obligation Refunding Bonds, Series 2017-B created pursuant to *Section 501* hereof.

“Dated Date” means December 29, 2017.

“Debt Service Account” means the Debt Service Account for General Obligation Refunding Bonds, Series 2017-B created within the Bond and Interest Fund pursuant to *Section 501* hereof.

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

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

“Defeasance Obligations” means any of the following obligations:

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

[(b) evidences of ownership of proportionate interests in future interest and principal payments on United States Government Obligations held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying United States Government Obligations are not available to any person claiming through the custodian or to whom the custodian may be obligated; or]

[(b)[c)] 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.

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

“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.

“Escrow Agent” means Security Bank of Kansas City, Wichita, Kansas, and its successors and assigns.

“Escrow Agreement” means the Escrow Trust Agreement, dated as of the Dated Date, between the Issuer and the Escrow Agent.

“Escrow Fund” means the Escrow Fund for Refunded Bonds referred to in *Section 501* hereof.

“Escrowed Securities” means the direct, noncallable obligations of the United States of America, as described in the Escrow Agreement.

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

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

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

(c) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Bond Resolution (other than the covenants relating to continuing disclosure requirements contained herein and in the Disclosure Undertaking) on the part of the Issuer to be performed, and such default shall continue for thirty (30) days

after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Owner of any of the Bonds then Outstanding.

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

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

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

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

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

[**“Insurer's Fiscal Agent”** means the agent designated by the Bond Insurer pursuant to the Bond Insurance Policy.]

“Interest Payment Date(s)” means the Stated Maturity of an installment of interest on any Bond which shall be March 1 and September 1 of each year, commencing March 1, 2018.

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

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

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

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

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

“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):

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

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

(e) To the Escrow Agent at:

Security Bank of Kansas City
9803 W. Jamesburg
Wichita, Kansas 67212
Fax: (316) 721-5248

with a copy to:

Security Bank of Kansas City
Corporate Trust Department
701 Minnesota Avenue
Suite 206, P.O. Box 171297
Kansas City, Kansas 66117
Fax: (913) 279-7960

[(f) To the Bond Insurer:

Build America Mutual Assurance Company
1 World Financial Center, 27th Floor
200 Liberty Street
New York, New York 10281
Telephone: (212) 235-2500; Fax: (212) 962-1710]

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

“Notice Representative” means:

- (a) With respect to the Issuer, the Clerk.
- (b) With respect to the Bond Registrar and Paying Agent, the Director of Bond Services.
- (c) With respect to any Purchaser, the manager of its Municipal Bond Department.
- (d) With respect to any Rating Agency, any Vice President thereof.
- (e) With respect to the Escrow Agent, the Manager of the Corporate Trust Department.
- [(f) With respect to the Bond Insurer, Attn: General Counsel – Re: Policy No. [____].]

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

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

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

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

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

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

“Paying Agent” means the State Treasurer 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)[; or (m) other investment obligations authorized by the laws of the State and approved in writing by the Bond Insurer], 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 Bond Purchase Agreement.

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

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

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

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

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

“Refunded Bonds” means collectively: (a) the Series 2009-A Bonds maturing in the years 2020 to 2029, inclusive, in the aggregate principal amount of \$2,675,000; and (b) the Series 2013-A Bonds maturing in the years 2021 to 2028, inclusive, in the aggregate principal amount of \$3,355,000.

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

“Refunded Bonds Redemption Date” means collectively September 1, 2019, for the Series 2009-A Bonds and September 1, 2020, for the Series 2013-A Bonds.

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

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

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

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

“Series 2009-A Bonds” means the Issuer's General Obligation Refunding and Improvement Bonds, Series 2009-A, dated October 21, 2009.

“Series 2013-A Bonds” means the Issuer's General Obligation Refunding and Improvement Bonds, Series 2013-A, dated December 12, 2013.

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

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

“State” means the state of Kansas.

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

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

[**“Term Bonds”** means the Bonds scheduled to mature in the year 2029.]

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

[**“2029 Term Bonds”** means the Bonds scheduled to mature in the year 2029.]

[**“Term Bonds”** means collectively the [____] Term Bonds[, the [____] Term Bonds] and the 2029 Term Bonds.]

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

“United States Government Obligations” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payment on

obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the Issuer.

“**Verification Report**” means the verification report referenced in *Article V* hereof relating to the sufficiency of money and obligations deposited in the Escrow Fund to be applied in accordance with the Escrow Agreement.

ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201. Authorization of the Bonds. The Bonds have been heretofore authorized and directed to be issued pursuant to the Ordinance in the principal amount of \$5,790,000*, for the purpose of providing funds to: (a) refund the Refunded Bonds; and (b) pay Costs of Issuance.

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

[SERIAL BONDS]

<u>Stated Maturity</u> <u>September 1</u>	<u>Principal</u> <u>Amount</u>	<u>Annual Rate</u> <u>of Interest</u>	<u>Stated Maturity</u> <u>September 1</u>	<u>Principal</u> <u>Amount</u>	<u>Annual Rate</u> <u>of Interest</u>
2018	\$	_____ %	2024	\$	_____ %
2019			2025		
2020			2026		
2021			2027		
2022			2028		
2023			2029		

[TERM BONDS]

<u>Stated Maturity</u> <u>September 1</u>	<u>Principal</u> <u>Amount</u>	<u>Annual Rate</u> <u>of Interest</u>
2029	\$ _____	_____ %]

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

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

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

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

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

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

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

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

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

than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefore to be mailed, by first class mail, postage prepaid, to each Owner of a Bond entitled to such notice at the address of such Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

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

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

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

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

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

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

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

The Issuer and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute Owner of such Bond, whether such Bond is overdue or not,

for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

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

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

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

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

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

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

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

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

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

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

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

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

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

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement

Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Bond Registrar, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the Issuer, the Bond Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Bond Registrar shall authenticate and cause delivery of Replacement Bonds to Owners, as provided herein. The Bond Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Bonds. The cost of printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the Issuer.

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

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

Section 212. Preliminary and Final Official Statement. The Preliminary Official Statement dated November 20, 2017, is hereby ratified and approved. For the purpose of enabling the Purchaser to comply with the requirements of Section (b)(1) of the SEC Rule, the Issuer hereby deems the information regarding the Issuer contained in the Preliminary Official Statement to be “final” as of its date, except for the omission of such information as is permitted by Section (b)(1) of the SEC Rule, and the appropriate officers of the Issuer are hereby authorized, if requested, to provide the Purchaser a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of the SEC Rule.

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

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

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

Section 214. Authorization of Escrow Agreement. The Issuer is hereby authorized to enter into the Escrow Agreement and the Mayor and Clerk are hereby authorized and directed to execute the Escrow Agreement with such changes therein as such officials may deem appropriate, for and on behalf of and as the act and deed of the Issuer. The Escrow Agent is hereby authorized to carry out, on behalf of the Issuer, the duties, terms and provisions of the Escrow Agreement, and the Escrow Agent, the Purchaser and Bond Counsel are authorized to take all necessary actions for the subscription and purchase of the Escrowed Securities described therein, including the subscription for United States Treasury Securities – State and Local Government Series.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption by Issuer.

Optional Redemption. At the option of the Issuer, Bonds maturing on September 1 in the years 20[___], and thereafter, will be subject to redemption and payment prior to their Stated Maturity on September 1, 20[___], and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the Redemption Date.

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

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

*

*Final Maturity

(b) [___] *Term Bonds.* The [___] Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at

a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in *Article IV* hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on September 1 in each year, the following principal amounts of such [] Term Bonds:

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

[]*

*Final Maturity]

[(c) *2029 Term Bonds.*] The 2029 Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in *Article IV* hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on September 1 in each year, the following principal amounts of such 2029 Term Bonds:

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

2029*

*Final Maturity]

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

Section 302. Selection of Bonds to be Redeemed. Bonds shall be redeemed only in an Authorized Denomination. When less than all of the Bonds are to be redeemed and paid prior to their Stated

Maturity, such Bonds shall be redeemed in such manner as the Issuer shall determine. Bonds of less than a full Stated Maturity shall be selected by the Bond Registrar in a minimum Authorized Denomination of principal amount in such equitable manner as the Bond Registrar may determine.

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

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

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

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

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

(e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent.

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

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

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

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

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

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

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

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

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

ARTICLE IV

SECURITY FOR BONDS

Section 401. Security for the Bonds. The Bonds shall be general obligations of the Issuer payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of the improvements financed by the Refunded Bonds 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 balance of the principal and interest on the Bonds is payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

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

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

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

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF BOND PROCEEDS

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

- (a) Debt Service Account for General Obligation Refunding Bonds, Series 2017-B (within the Bond and Interest Fund).

(b) Compliance Account.

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

In addition to the Funds and Accounts described above, the Escrow Agreement establishes the following Funds and Accounts to be held and administered by the Escrow Agent in accordance with the provisions of the Escrow Agreement:

- (a) Escrow Fund for Refunded Bonds.
- (b) Costs of Issuance Account for General Obligation Refunding Bonds, Series 2017-B.

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

- (a) An amount necessary to pay the Costs of Issuance shall be transferred to the Escrow Agent for deposit into the Costs of Issuance Account and applied in accordance with the Escrow Agreement.
- (b) The remaining balance of the proceeds derived from the sale of the Bonds shall be transferred to the Escrow Agent for deposit in the Escrow Fund and applied in accordance with the Escrow Agreement.

Section 503. 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 Bonds as and when the same become due and the usual and customary fees and expenses of the Bond Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Bonds and the fees and expenses of the Bond Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Bond Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Bond Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Bonds entitled to payment from such moneys.

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

Section 504. 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 other than the Escrow Fund may be invested in accordance with this Bond Resolution and the Federal Tax Certificate in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account.

Section 505. Application of Moneys in the Costs of Issuance Account. Moneys in the Costs of Issuance Account shall be used by the Escrow Agent 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 30 days prior to the first Stated Maturity of principal or one year after the date of issuance of the Bonds, shall be transferred to the Issuer for deposit into the Compliance Account or Debt Service Account.

Section 506. Application of Moneys in the Escrow Fund. Under the Escrow Agreement, the Escrow Agent will apply moneys in the Escrow Fund to purchase the Escrowed Securities and to establish an initial cash balance in accordance with the Escrow Agreement. The cash and Escrowed Securities held in the Escrow Fund will be applied by the Escrow Agent solely in the manner authorized by the Escrow Agreement. All money deposited with the Escrow Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in the Escrow Agreement.

Section 507. Verification of Certified Public Accountant. Prior to or concurrently with the issuance and delivery of the Bonds and the creation of the Escrow Fund, the Issuer shall obtain a Verification Report from an independent certified public accountant that such accountant has verified the accuracy of the calculations that demonstrate that the money and obligations required to be deposited with the Escrow Agent pursuant to this *Article V* and the Escrow Agreement, together with the earnings to accrue thereon, will be sufficient for the timely payment of the principal of, redemption premium, if any, and interest on the Refunded Bonds in accordance with the Escrow Agreement.

Section 508. Application of Moneys in the Compliance Account. Moneys in the Compliance Account shall be used by the Issuer 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 Bond Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Owners of the Bonds. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Bonds similarly situated:

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

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

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

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

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

Section 604. [Control of Remedies Upon an Event of Default and Event of Insolvency. Notwithstanding anything herein to the contrary, upon the occurrence and continuance of an Event of Default, the Bond Insurer, provided the Bond Insurance Policy is in full force and effect and the Bond Insurer shall not be in default thereunder, shall be entitled to control and direct the enforcement of all rights and remedies granted to the Owners under this Bond Resolution. Any reorganization or liquidation plan with respect to the Issuer must be acceptable to the Bond Insurer. In the event of any reorganization or liquidation, the Bond Insurer shall have the right to vote on behalf of all Owners who hold the Bonds insured by the Bond Insurer absent a default by the Bond Insurer under the applicable Bond Insurance Policy insuring such Bonds.]

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Bonds, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Bond Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been

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

[Notwithstanding anything in this Bond Resolution to the contrary, in the event that the principal and/or interest due on the Bonds shall be paid by the Bond Insurer pursuant to the Bond Insurance Policy, the Bonds shall remain Outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Issuer and the covenants, agreements and other obligations of the Issuer to the Owners shall continue to exist and shall run to the benefit of the Bond Insurer, and the Bond Insurer shall be subrogated to the rights of such Owners.]

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

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

ARTICLE IX

[PROVISIONS RELATING TO THE BOND INSURANCE POLICY

Section 901. Payment Procedure Pursuant to Bond Insurance Policy. As long as the Bond Insurance Policy shall be in full force and effect, the Issuer and the Paying Agent agree to comply with the following provisions:

(a) In the event that principal and/or interest due on the Bonds shall be paid by the Bond Insurer pursuant to the Policy, the Bonds shall remain outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Issuer, the assignment and pledge of the trust estate and all covenants, agreements and other obligations of the Issuer to the registered owners shall continue to exist and shall run to the benefit of the Bond Insurer, and the Bond Insurer shall be subrogated to the rights of such registered owners including, without limitation, any rights that such owners may have in respect of securities law violations arising from the offer and sale of the Bonds.

(b) In the event that on the second (2nd) business day prior to the payment date on the Bonds, the Paying Agent has not received sufficient moneys to pay all principal of and interest on the Bonds due on the second (2nd) following business day, the Paying Agent shall immediately notify the Bond Insurer or its designee on the same business day by telephone or electronic mail, of the amount of the deficiency.

(c) If any deficiency is made up in whole or in part prior to or on the payment date, the Paying Agent or Trustee shall so notify the Bond Insurer or its designee.

(d) In addition, if the Paying Agent has notice that any Bondholder has been required to disgorge payments of principal of or interest on the Bonds pursuant to a final, non-appealable order by a court of competent jurisdiction that such payment constitutes an avoidable preference to such Bondholder within the meaning of any applicable bankruptcy law, then the Paying Agent shall notify the Bond Insurer or its designee of such fact by telephone or electronic mail, or by overnight or other delivery service as to which a delivery receipt is signed by a person authorized to accept delivery on behalf of the Bond Insurer.

(e) The Paying Agent shall irrevocably be designated, appointed, directed and authorized to act as attorney-in-fact for holders of the Bonds as follows:

(1) If there is a deficiency in amounts required to pay interest and/or principal on the Bonds, the Paying Agent or Trustee shall (i) execute and deliver to the Bond Insurer, in form satisfactory to the Bond Insurer, an instrument appointing the Bond Insurer as agent for such holders of the Bonds in any legal proceeding related to the payment of and an assignment to the Bond Insurer of the claims for interest on the Bonds, (ii) receive as designee of the respective holders (and not as Paying Agent) in accordance with the tenor of the Bond Insurance Policy payment from the Bond Insurer with respect to the claims for interest so assigned, and (iii) disburse the same to such respective holders; and

(2) If there is a deficiency in amounts required to pay principal of the Bonds, the Paying Agent shall (i) execute and deliver to the Bond Insurer, in form satisfactory to the Bond Insurer, an instrument appointing the Bond Insurer as agent for such holder of the Bonds in any legal proceeding related to the payment of such principal and an assignment to the Bond Insurer of the Bond surrendered to the Bond Insurer (but such assignment shall be delivered only if payment from the Bond Insurer is received), (ii) receive as designee of the respective holders (and not as

Paying Agent) in accordance with the tenor of the Policy payment therefore from the Bond Insurer, and (iii) disburse the same to such holders.

(f) Payments with respect to claims for interest on and principal of Bonds disbursed by the Paying Agent from proceeds of the Bond Insurance Policy shall not be considered to discharge the obligation of the Issuer with respect to such Bonds, and the Bond Insurer shall become the owner of such unpaid Bond and claims for the interest in accordance with the tenor of the assignment made to it under the provisions of the preceding paragraph (e) or otherwise.

(g) Irrespective of whether any such assignment is executed and delivered, the Issuer and the Paying Agent shall agree for the benefit of the Bond Insurer that:

(1) They recognize that to the extent the Bond Insurer makes payments directly or indirectly (*e.g.*, by paying through the Paying Agent), on account of principal of or interest on the Bonds, the Bond Insurer will be subrogated to the rights of such holders to receive the amount of such principal and interest from the Issuer, with interest thereon, as provided and solely from the sources stated in the transaction documents and the Bonds; and

(2) They will accordingly pay to the Bond Insurer the amount of such principal and interest, with interest thereon as provided in the transaction documents and the Bonds, but only from the sources and in the manner provided therein for the payment of principal of and interest on the Bonds to holders, and will otherwise treat the Bond Insurer as the owner of such rights to the amount of such principal and interest.

Section 902. Notices to the Bond Insurer.

(a) While the Bond Insurance Policy is in effect, the Issuer shall, in addition to the other notice requirements contained in this Bond Resolution, furnish to the Bond Insurer:

(1) As soon as practicable after the filing thereof, a copy of any financial statement, audit and/or annual report of the Issuer;

(2) A copy of any notice to be given to the Owners, including, without limitation, notice of any redemption of or defeasance of Bonds, and any certificate rendered pursuant to this Bond Resolution relating to the security for the Bonds;

(3) Copies of any filings or notices required to be given by the Issuer pursuant to the Disclosure Undertaking;

(4) Notice of an Event of Default within five business days after the occurrence of such event; and

(5) Such additional information as the Bond Insurer may reasonably request.

(b) The Issuer shall notify the Bond Insurer of any failure of the Issuer to provide relevant notices, certificates, etc.

(c) Notwithstanding any other provision of this Bond Resolution, the Issuer shall immediately notify the Bond Insurer if at any time there are insufficient moneys to make any payments of principal and/or interest as required and immediately upon the occurrence of any Event of Default hereunder.

Section 903. Suspension of Bond Insurer's Rights. Rights of the Bond Insurer to direct or consent to actions granted under this Bond Resolution shall be suspended during any period in which the Bond Insurer is in default in its payment obligations under the Bond Insurance Policy (except to the extent of amounts previously paid by the Bond Insurer and due and owing to the Bond Insurer) and shall be of no force or effect in the event the Bond Insurance Policy is no longer in effect or the Bond Insurer asserts that the Bond Insurance Policy is not in effect or the Bond Insurer shall have provided written notice that it waives such rights.]

ARTICLE X

CONTINUING DISCLOSURE REQUIREMENTS

Section 1001. Disclosure Requirements. The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, 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 1002. Failure to Comply with Continuing Disclosure Requirements. In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section. [The Purchaser or Beneficial Owner shall provide a copy of any such demand or notice to the Bond Insurer.] Notwithstanding any other provision of this Bond Resolution, failure of the Issuer to comply with its covenants contained in the preceding section shall not be considered an Event of Default under this Bond Resolution.

ARTICLE XI

MISCELLANEOUS PROVISIONS

Section 1101. Annual Audit. Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. The audit report shall contain a statement regarding the Issuer's compliance with the arbitrage rebate covenants contained in the Federal Tax Certificate. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk[, and a duplicate copy of the audit shall be mailed to the Bond Insurer]. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the Governing Body shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Bond Resolution, the Issuer shall promptly cure such deficiency.

Section 1102. Amendments. The rights and duties of the Issuer and the Owners, and the terms and provisions of the Bonds or of this Bond Resolution, may be amended or modified at any time in any respect by ordinance or resolution of the Issuer with the written consent of [the Bond Insurer and] the Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by [the Bond Insurer and] such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

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

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

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Bond Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to conform this Bond Resolution to the Code or future applicable federal law concerning tax-exempt obligations, or in connection with any other change therein which is not materially adverse to the interests of the Owners. [Copies of any amendments which are consented to by the Bond Insurer shall be provided to Standard & Poor's.]

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

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

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

Section 1103. Notices, Consents and Other Instruments by Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Bond Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

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

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

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

Section 1104. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Bond Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent[and the Bond Insurer]. The Issuer, the Paying Agent[, the Bond Insurer] 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 1105. Electronic Transactions. The issuance of the Bonds and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

Section 1106. Further Authority. The officers and officials of the Issuer, including the Mayor, Director of Finance and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Bond Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 1107. Severability. If any section or other part of this Bond Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Bond Resolution.

Section 1108. Governing Law. This Bond Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1109. Effective Date. This Bond Resolution shall take effect and be in full force from and after its adoption by the Governing Body.

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ADOPTED by the City Commission on December 18, 2017.

(SEAL)

Mayor

ATTEST:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Bond Resolution of the Issuer adopted by the Governing Body on December 18, 2017, as the same appears of record in my office.

DATED: December 18, 2017.

Clerk

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SAVINGS

City of Dodge City, Kansas
 General Obligation Refunding Bonds
 Series 2017-B

Date	Prior Debt Service	Refunding Debt Service	Savings	Annual Savings	Present Value Factor@ 2.2324649%	PV to 12/28/2017
03/01/2018	107,557.50	38,088.75	69,468.75		0.996122368	69,199.38
09/01/2018	107,557.50	158,825.00	(51,267.50)	18,201.25	0.985126071	(50,504.95)
03/01/2019	107,557.50	108,325.00	(767.50)		0.974251163	(747.74)
09/01/2019	107,557.50	108,325.00	(767.50)	(1,535.00)	0.963496304	(739.48)
03/01/2020	107,557.50	108,325.00	(767.50)		0.952860170	(731.32)
09/01/2020	337,557.50	328,325.00	9,232.50	8,465.00	0.942341449	8,700.17
03/01/2021	103,992.50	105,025.00	(1,032.50)		0.931938845	(962.23)
09/01/2021	713,992.50	685,025.00	28,967.50	27,935.00	0.921651076	26,697.93
03/01/2022	94,607.50	96,325.00	(1,717.50)		0.911476875	(1,565.46)
09/01/2022	724,607.50	691,325.00	33,282.50	31,565.00	0.901414989	30,001.34
03/01/2023	84,790.00	87,400.00	(2,610.00)		0.891464176	(2,326.72)
09/01/2023	729,790.00	697,400.00	32,390.00	29,780.00	0.881623212	28,555.78
03/01/2024	74,121.25	75,200.00	(1,078.75)		0.871890882	(940.55)
09/01/2024	744,121.25	710,200.00	33,921.25	32,842.50	0.862265990	29,249.14
03/01/2025	62,908.75	62,500.00	408.75		0.852747347	348.56
09/01/2025	757,908.75	732,500.00	25,408.75	25,817.50	0.843333781	21,428.06
03/01/2026	50,611.25	49,100.00	1,511.25		0.834024133	1,260.42
09/01/2026	770,611.25	744,100.00	26,511.25	28,022.50	0.824817255	21,866.94
03/01/2027	37,731.25	35,200.00	2,531.25		0.815712013	2,064.77
09/01/2027	782,731.25	755,200.00	27,531.25	30,062.50	0.806707284	22,209.66
03/01/2028	22,468.75	20,800.00	1,668.75		0.797801960	1,331.33
09/01/2028	792,468.75	760,800.00	31,668.75	33,337.50	0.788994942	24,986.48
03/01/2029	6,693.75	6,000.00	693.75		0.780285146	541.32
09/01/2029	321,693.75	306,000.00	15,693.75	16,387.50	0.771671498	12,110.42
	7,751,195.00	7,470,313.75	280,881.25	280,881.25		242,033.24

Savings Summary

Dated Date	12/28/2017
Delivery Date	12/28/2017
PV of savings from cash flow	242,033.24
Net PV Savings	242,033.24

Note: Final Numbers

Memorandum

To: Cherise Tieben, City Manager
From: Nannette Pogue
Date: December 13, 2017
Subject: Public Hearing – Advisability of Creating a Community Improvement District
Ordinance No. 3679 – Making Certain Finding on the Advisability of Creating a Community Improvement District

Agenda Item Public Hearing and Ordinances and Resolutions

Recommendation: I recommend the City Commission open the Public Hearing and hear any comments from the public. If after the public hearing, the Commission finds it advisable to create the Community Improvement District, adopt Ordinance No. 3679.

Background: A petition was filed for the establishment of a community improvement district at the location of the future Sutherlands High Plains Development at 14th and Soule. A Petition was filed in October, 2017, by the City of Dodge City to establish a CID in the location of the future development.

The City Commission adopted Resolution No. 2017-34, on November 20, 2017, that directed a public hearing be held to consider the advisability of creating a community improvement district and required the City Clerk to give notice of such public hearing. A notice was published in the Dodge City Daily Globe for 2 consecutive weeks, at least 7 days prior to the December 18th meeting notifying the public of consideration of the CID. A notice was also sent to Sutherlands High Plains, LLC

Later in the meeting after the public hearing is complete, the Commission will consider the Ordinance. This ordinance states that the governing body of the City of Dodge City finds and determines it to be advisable to create the proposed community improvement district, authorizes the project, approves the estimated cost of the project, sets forth the boundaries of the district, levies the community improvement district sales tax, and approves the method of financing.

Justification: The Community Improvement District is an economic development tool authorized by the State of Kansas that allows eligible construction costs to be reimbursed to the developer. The additional sales tax collected in the improvement district is the only amount reimbursed to the developer.

Financial Considerations: none

Purpose/Mission: We value progress and business growth for the community.

Legal Considerations: All legal considerations are being met with the public hearing and adoption of the ordinance. The ordinance will be forwarded to the Director of Taxation for the State of Kansas

Attachments: Ordinance No. 3679.

ORDINANCE NO. 3679

AN ORDINANCE AUTHORIZING THE CREATION OF THE SUTHERLANDS HIGH PLAINS LLC COMMUNITY IMPROVEMENT DISTRICT IN THE CITY OF DODGE CITY, KANSAS; AUTHORIZING THE IMPOSITION OF A COMMUNITY IMPROVEMENT DISTRICT SALES TAX TO BE COLLECTED WITHIN SUCH DISTRICT; AND APPROVING AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH (LEISURE DEVELOPMENT CID).

WHEREAS, pursuant to K.S.A. 12-6a26 *et seq.*, as amended (the “Act”), municipalities are authorized to create community improvement districts for economic development purposes and any other purpose for which public money may be expended; and

WHEREAS, the City of Dodge City, Kansas (the “City”), is a municipality within the meaning of the Act; and

WHEREAS, on October 26, 2017, a petition (the “Petition”) was filed with the City Clerk requesting (a) that the community improvement district described therein (the “CID”) be created; (b) that the City levy a community improvement district sales tax on the selling of tangible personal property at retail or rendering or furnishing services taxable pursuant to the provisions of the Kansas retailer’s sales tax act, within the CID in the amount of one percent (1%) (the “CID Sales Tax”); and (c) that certain community improvement district project costs to be incurred within the CID be financed with pay-as-you-go financing from such CID Sales Tax, all in accordance with the Act; and

WHEREAS, said Petition was signed by all [more than 55%] of the owners of the land area within the proposed CID, exclusive of right of way; and

WHEREAS, the Act provides that prior to creating any community improvement district and imposing a community improvement district sales tax, a governing body shall, by resolution, direct and order a public hearing on the advisability of creating such community improvement district and the construction of such community improvement district project therein, and provide for notice of the hearing by publication at least once each week for two consecutive weeks in the official city newspaper, with the second publication occurring at least seven days prior to the hearing, and by certified mail to all property owners within the proposed community improvement district, with such certified mail sent at least ten days prior to such hearing; and

WHEREAS, on November 20, 2017, the Board of Commissioners of the City adopted Resolution No. 2017-34 directing a public hearing on the proposed CID be held and declaring its intent to levy the CID Sales Tax in the proposed CID; and

WHEREAS, on December 18, 2017, following proper notice as provided in the Act, the Board of Commissioners of the City held a public hearing on the proposed CID, the proposed community improvement district project and the imposition of the CID Sales Tax in the proposed CID; and

WHEREAS, the Governing Body hereby finds and determines that it is in the best interests of the City and in furtherance of the purposes of the Act to create the CID and impose the CID Sales Tax.

THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF DODGE CITY, KANSAS:

Section 1. Creation of District; Boundaries. The Board of Commissioners of the City hereby creates the CID within the boundaries legally described on *Exhibit A* attached hereto and are depicted on the map attached hereto as *Exhibit B*, which CID shall generally be referred to as the "Sutherlands High Plains CID."

Section 2. Authorization of District Project; Estimated Costs. The Board of Commissioners of the City hereby authorizes the project within the Leisure Development CID described in *Exhibit C* attached hereto (the "Project") and approves the estimated cost of the Project which may be financed with CID Sales Tax as \$8,525,000. Notwithstanding the approval of the Project by this Ordinance, the Project and owner or owners of all property comprising the Project must comply with all applicable zoning, planning permit and other laws and regulations applicable to the Project.

Section 3. Method of Financing. The Project within the Sutherlands High Plains LLC CID will be financed on a pay-as-you-go basis payable from revenues received from the imposition of the CID Sales Tax. No special assessments shall be implemented under the Act to pay for the Project, and no special obligation notes or bonds will be issued for the Project.

Section 4. Levy of Sales Tax. In accordance with the Act and to provide funds to pay costs of the Project, the Governing Body of the City hereby levies a CID Sales Tax on the selling of tangible personal property at retail or rendering or furnishing services taxable pursuant to the provisions of the Kansas retailer's sales tax act, within the Sutherlands High Plains CID in the amount of one percent (1%). The collection of the CID Sales Tax shall commence on April 1, 2017, or any other effective date the City may approve by ordinance if a change in the effective date outlined herein is requested in writing by all owners of record, exclusive of right of way, in the Leisure Development CID.

Section 5. Segregation of CID Sales Tax. All revenues derived from the collection of the CID Sales Tax shall be deposited into a special fund of the City to be designated as the Sutherlands High Plains Community Improvement District Revenue Fund. Such revenues shall be used to pay the costs of the Project on a pay-as-you-go basis, including the City's administrative fee of two percent (2%).

Section 6. Further Action. The Mayor, City Manager, City Clerk and other officials and employees of the City, including the City Attorney and City consultants, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Ordinance.

Section 7. Effective Date. This Ordinance shall be in force and take effect from and after its passage, approval and publication once in the official City newspaper. When this Ordinance becomes effective in accordance with this Section, the City Clerk shall provide a certified copy of the same to the State Director of Taxation pursuant to K.S.A. 12-189. The City Clerk is hereby further authorized to submit this Ordinance to the Ford County Register of Deeds, for recording.

ADOPTED by the Governing Body of the City of Dodge City, Kansas on this 18th day of December, 2017.

By: _____
Mayor

ATTEST:

By: _____

City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT A to CID Ordinance

Legal Description of Leisure Development CID

A tract of land in Lots 4 and 5, 14th and Soule Subdivision and the Northeast Quarter of Section 22, Township 26 South, Range 25 West of the Sixth Principal Meridian, City of Dodge City, Ford County, Kansas described as follows:

Beginning at a point that is N89 55'11"W 70.01 feet from the Southeast Corner of said Lot 5, 14th and Soule Subdivision said point being on the South Line of said Lot 5; thence N89 55'11"W 606.8 feet; thence N00 33'49"E 566.29 feet; thence N71 10'41"E 202.41 feet to the Northwest Corner of the First Assembly of God Church of Dodge City, Kansas tract recorded in Book 138, page 583 in the Ford County Register of Deeds Office; thence S89 54'55"E401.70 feet; thence S00 42'01"E631.87 feet to the point of beginning, containing 8.55 acres.

Exhibit C

Proposed Project

The general nature of the proposed projects (the "**Projects**") is to promote the development of a new, approximately 110,000 square foot commercial building and other potential commercial buildings along a portion of north Fourteenth Avenue, as is more particularly described herein, by providing community improvement district financing in accordance with this Petition and with the Act to finance the construction, maintenance, and procurement of certain improvements, costs, and services within the District, including, but not limited to: land acquisition, infrastructure-related items, sidewalks, parking lots, buildings tenant improvements, utilities, landscaping, lighting, signage, marketing and advertisement, cleaning and maintenance, security, soft costs of the Projects, and the City and the petitioner's administrative costs in establishing and maintaining the District, and any other items permitted to be financed within the District under the Act.

Memorandum

To: City Commissioners
From: Cherise Tieben
Date: December 12, 2017
Subject: Board Appointments
Agenda Item: New Business

Recommendation: Staff recommends the approval of Mike Martinez to the Dodge City Public Library Board. Additionally and for the Commission to select among themselves a Commissioner who is willing to serve as the Commission representative on the Santa Fe Trail Solid Waste Advisory Board.

Background: The Library Board had a vacancy due to Pat McLaughlin's resignation. The Board solicited Mike Martinez and he will fill the unexpired term caused by the vacancy.

The Santa Fe Trail Solid Waste Advisory Board was established by the County to comply with KDHE requirements to organize and adopt a regional solid waste plan and to encourage open discussion regarding the regional impact of solid waste to the communities in the area. Jane Longmeyer has been a longtime member of this Board as a Commission representative. Due to her retirement, the Commission will need to fill this vacancy. The Board meets once a year over the lunch hour.

Justification: We value input and a varied representation on our Boards and Commissions.

Financial Considerations: None

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

Legal Considerations: None

Attachments: None

APPLICATION FOR CITY OF DODGE CITY ADVISORY BOARDS

NAME: Mike Martinez OCCUPATION: High School administrator
ADDRESS: 2329 Fairway Dr. TELEPHONE: 227-5435 (h)
E-MAIL: martinez.michael@xsd443.org 338-6634 (c)
Advisory Board(s) you wish to be considered for:
Dodge City Public Library

Tell us about your educational background:

School	Dates Attended	Major
<u>NWOSU</u>	<u>1996</u>	<u>BS in Biology</u>
<u>NWOSU</u>	<u>1998</u>	<u>BS in Education</u>
<u>FHSU</u>	<u>2002</u>	<u>MS in Building Leadership</u>

Work history:

Job and Title	Dates of Employment
<u>teacher</u>	<u>1998-2002</u>
<u>administrator</u>	<u>2002-present</u>

To the best of your knowledge, would the appointment of you to the DCPL Board advisory board create any conflicts of interest due to your employment or business endeavors? If yes, please explain:
My appointment to the DCPL Board would not create any conflicts of interest due to my employment.

Have you ever served on any advisory board, committee, etc. of another public body? If you have, please tell us something about it.
I currently serve on the CFAB Board, the CVB Marketing Grant Applications Board and the Diocesan Review Board for the Diocese of Dodge City.

Tell us about other qualifications you have which you feel qualify you for an appointment.
I collaborate well with others. I am able to zero in on the finer details of projects as well as look at things with a wide angle lens.

Signature: Mike Martinez Date: 12-8-17

Please return to: City Manager's Office, City Hall, P.O. Box 880, Dodge City, Kansas 67801-0880. Fax: 620-225-8144.
E-mail: melissam@dodgecity.org.

Thank you for your interest!

Memorandum

To: City Commissioners
From: Ernestor DeLaRosa, HR Director
Nicole May, Asst. Finance Director
Date: December 13, 2017
Subject: Early Retirement Policy
Agenda Item: New Business

Recommendation: Staff recommends approval of the Early Retirement Policy as presented.

Background: In the past, staff has reviewed the potential of offering early retirement programs, however, when approached with the idea the risk was too significant in regards to loss of experienced workers and institutional knowledge. With numerous retirements taking place, we had been asked to consider an early retirement policy similar to that offered by Ford County. Following the review of multiple policies, this draft was prepared by staff to present to the Commission.

Justification: Since the time of earlier reviews, staff has worked to develop a succession plan to insure that inevitable retirements do not result in unnecessary risk to the organization. Upon reviewing the prepared policy, staff reviewed the financial benefit to the City to offering such an early retirement package. The savings was significant enough to move forward with further consideration.

Financial Considerations: Staff reviewed the opportunity with this policy through multiple lenses. In some cases, it is not necessary to bring in experienced workers, however, in other cases it is very necessary. A spreadsheet will be distributed at the meeting showing the savings generated over the next 5 years if all positions were filled by new employees (2018 - \$148,886.78) or if all positions were filled by experienced employees (2018 - \$116,729.26) or even if the vacant positions were filled by employees with significant experience (2018 - \$73,035.98).

Purpose/Mission: Together we work honestly and with integrity, while respecting the rights of others.

Legal Considerations: The policy has been reviewed by legal counsel and our Health Insurance Consultant.

Attachments: Early Retirement Incentive Program

Early Retirement Incentive Program

Regular Full-Time employees of the City of Dodge City who find it necessary or desirable to retire from employment with the City prior to the normal retirement age may elect to take early retirement under the terms and conditions set forth herein. Requesting early retirement is entirely voluntary and is at the discretion of the eligible Regular Full-Time employee.

- A. A Regular Full-Time employee is eligible for early retirement if such employee:
1. Is less than 65 years of age;
 2. Has ten (10) years or more of continuous full-time employment with the City immediately prior to applying for this incentive;
 3. Is eligible for full retirement benefits with the Kansas Public Employees Retirement System (KPERs) or the Kansas Police and Fireman's Retirement System (KP&F); and
 4. Is in good employment standing with the City.

Eligibility for early retirement will be confirmed by the City Manager during the application phase. A full-time employee applying for early retirement shall be responsible for providing all facts and information necessary to prove eligibility and to determine benefits to be paid.

- B. A Regular Full-Time employee may apply for early retirement by giving written notice to the Human Resources office at least ninety (90) days preceding the anticipated retirement date.

The application shall include the following information:

1. A statement of the applicant's desire to take early retirement,
2. The anticipated date of retirement,
3. The applicant's birthday and age on the date of retirement,
4. The current mailing address and telephone number of the applicant,
5. The number of years applicant had been employed full-time by the City of Dodge City,
6. The total number of years of service credit recognized by KPERs or KP & F,

7. Applicant's current base salary or hourly wage, and
8. Whether the applicant desires health insurance coverage through the City's health insurance program and the type of coverage desired.

The Human Resource Office shall submit to the City Manager all applications for early retirement. Following the decision by the City Manager on any application for early retirement, the Human Resource Office shall notify the applicant, in writing, of the final disposition and the date and amount of benefits to be paid.

- C. An eligible Regular Full-Time employee who receives early retirement shall be entitled to continue health insurance coverage available to full-time employees of the City of Dodge City until the early retiree becomes eligible for Medicare or other insurance coverage.

As an early retirement incentive, the City will furnish the eligible Regular Full-Time retiring employee single insurance coverage through the City's sponsored group health/dental insurance plan at the same cost to the early retiree as approved annually for all employees to pay until the early retiree turns 65 years of age or until such time that the early retiree qualifies for Medicare, Medicaid, or coverage through an employer sponsored group health insurance plan.

An employee who receives early retirement will be allowed to keep his/her spouse and any eligible dependents insured through the City's sponsored group health care plan until the spouse becomes eligible for Medicare, Medicaid or their own group insurance plan through their employer, or the dependent(s) reach the age of 26 . The premium cost required to maintain coverage for the spouse and any eligible spouse who is less than 65 years of age will be the responsibility of the early retiree or their spouse, and will be in effect until such time that the early retiree's spouse qualifies for Medicare, Medicaid or their own group insurance plan through their employer.

An early retiree who waives continued participation in the City's health care plan after the effective date of early retirement shall not be eligible to participate at a later date.

Failure of the early retiree to pay any required monthly health insurance family premium above and beyond the City's contribution provided for herein, will terminate the early retiree's right of continued participation in the City's sponsored group health care plan.

- D. The following terms and conditions shall apply to the early retirement incentive program:
 1. The City of Dodge City retains the right to adopt the early retirement incentive program on a year to year basis. Should the City choose to discontinue the program, notification shall be given by August 31st, immediately prior to discontinuing the program on December 31st.

2. Should the City of Dodge City decide to discontinue the early retirement incentive program in any given year, all early retirees participating in the program prior to the date of discontinuation shall continue in the program and not be affected.
 3. An early retiree shall keep the Human Resource Office informed of his/her current mailing address and telephone number. This information shall be given to the Human Resources Office in writing.
 4. The early retiree shall participate in the City's open enrollment program each year on a timely basis by the prescribed open enrollment deadline to notify the Human Resource Office of his/her intent to re-enroll for the upcoming calendar year's insurance coverage.
 5. The early retiree shall certify annually that they are not covered under another group health insurance plan, and/or that they are not covered by any government sponsored health insurance plan.
 6. The group health care coverage provided as an early retirement incentive program benefit may not be converted to cash or other benefits.
 7. Early retirement incentive program benefits shall cease upon the death of the early retiree.
 8. If any provision of this early retirement incentive program is determined to be in violation of any federal or state law or regulation, the program shall then be immediately terminated by the City of Dodge City and shall not be in further force or effect unless re-adopted by the City.
- E. A Regular Full-Time employee who is approved for participation in the early retirement incentive program shall not thereafter be eligible for Full-Time, or Regular Part-Time, employment by the City of Dodge City.

A participant in the early retirement incentive program may be employed by the City of Dodge City as a Temporary Part-Time or Seasonal employee if approved by the City Manager.

Date of Adoption: _____

Memorandum

*To: City Commissioners
City Manager*
From: Brad Ralph
Date: August 1, 2016
*Subject: FOP Memorandum of
Understanding 2018-2020*
Agenda Item: New Business

Recommendation: Staff anticipates recommending approval of amendments and revisions to the FOP Memorandum of Understanding for the years 2018 through 2020.

Background: City staff and representatives of the FOP Employee Unit have engaged in negotiation sessions over the past several months, during which time the participants have considered and discussed various contractual proposals. These proposals have included updated language as well as substantive provisions. Through negotiations the participants have reached various tentative agreements as to various contract provisions, and have exchanged salary proposals that staff believes should be considered by the Commission in executive session as specifically allowed by Kansas statute.

Justification: The current Memorandum of Understanding is reaching its conclusion and negotiation of a new MOU is warranted and appropriate.

Financial Considerations: Undetermined at this time.

Purpose/Mission: Together we strive to achieve high performance and service standards set by us and expected by the community.

Legal Considerations: Negotiations are governed by the provisions of PEERA (Public Employer/Employee Relations Act) in Kansas statute.

Attachments: Documents regarding negotiations to be reviewed in executive session (K.S.A. 75-4319(b)(3)).

Memorandum

*To: City Manager
City Commissioners*
*From: Corey Keller, Superintendent of
Public Works*
Date: December 12, 2017
*Subject: Water Well #21 and 29
Rehabilitation Bids*
Agenda Item: New Business

Recommendation:

Three bids were received and opened on November 28, 2017 for the rehabilitation of Municipal Water Wells # 21 and # 29. The bids received are as follows:

Hydro Resources Garden City, KS	Well # 21 Rehabilitation	\$45,000.00
	Well # 29 Rehabilitation	<u>\$47,000.00</u>
	Total	\$92,000.00
Clarke Well & Equipment Great Bend, KS.	Well # 21 Rehabilitation	\$71,693.00
	Well # 29 Rehabilitation	<u>\$73,645.00</u>
	Total	\$145,338.00
Nash Water Well Service Dodge City, KS.	Well # 21 Rehabilitation	\$87,552.11
	Well # 29 Rehabilitation	<u>\$89,984.42</u>
	Total	\$177,536.53

It is staffs recommendation to accept the bid from Hydro Resources from Garden City Kansas in the amount of \$ 92,000.00. Funding for the project will come from the Water Fund.

Background:

Wells # 21 and #29 were constructed and put into service November of 2010. Both wells started performing poorly in 2014. Clarke Well and Equipment was hired to perform some performance tests to all the City's wells in 2015. During those tests it was determined that both well #21 and #29 had serious pumping issues. In 2017 Layne Christenson pulled the well heads, column piping, and bowl assemblies. At that time it was determined that both wells had developed corrosion at the lower depths of the column pipe and 5 stage bowl assembly which could be caused by electrolysis due to improper grounding. We then asked PEC to help investigate the cause of the electrolysis. PEC could not determine that the problem was caused by a grounding issue and instead considered the possibility of defective materials.

The work to be performed is to replace the discharge column pipe and 5 stage bowl assemblies with new epoxy coated materials to help protect from corrosion. The electrical at both sites will be tested to ensure proper grounding is achieved. The contractor will also camera and perform disinfection and cleaning methods in both wells. Performance test will then be completed on each site to ensure they operate efficiently, the way they were originally intended.

Justification:

Well # 21 has 79.18 million gallons of water available to pump per year. Well # 29 has 382.77 million gallons available to pump each year. Hydro Resources plan to start the project January 8, 2018 and have both wells operational by February 28, 2018

Financial Considerations:

Rehabilitation of both wells will cost \$ 92,000.00. There are funds available in the Water Fund for these repairs.

Purpose/Mission:

To provide a safe, reliable and high quality water supply to our citizens of Dodge City.

Legal Considerations: None

Attachments: None

Memorandum

*To: City Manager
City Commissioners*
From: Ryan Reid
Date: December 12, 2017
Subject: Golf Fairway Mower
Agenda Item: New Business

Recommendation: On December 12th, 2017 one bid was received and opened for one (1) Fairway Mower. Based on the bid received, staff would recommend purchasing the Jacobsen LF 570 fairway mower from KGT for \$52,411. This includes a \$3000 trade in on the 2006 Jacobsen LF 3800 mower.

Bid tabulation with photos is attached for your review.

Background: The fairway mower is used to help Golf maintain the over twenty acres of fairways at Mariah Hills. The current mower is a 2006 Jacobsen LF 3800 with 2424 hours on it. This unit has needed frequent repairs in recent years. The new mower should improve reliability for the Division and allow them to keep the grounds maintained. Golf is expecting this new unit to last at least ten years.

Justification: The City has had good luck with the Jacobsen mowers and this unit will meet their needs in maintaining the fairways at Mariah Hills.

Financial Considerations:

This is a budgeted purchase.

Attachments: Bid Tabulation/photo

2017 12 12

Fairway Mower

<u>Bidder</u>	<u>Bid Amt</u>	<u>Notes</u>
KGT	\$52.41	Includes trade in of \$3000.



Jacobsen LF 570



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: December 14, 2017

Subject: St. Mary Complex Fencing

Agenda Item: New Business

RECOMMENDATION: Staff recommends accepting the bid from Denton Construction in the amount of \$74,072.63 for the installation of fencing at St. Mary Soccer Complex. Attached with this memo is a tabulation of bids received.

BACKGROUND: This project is budgeted in the sales tax fund. It provides additional decorative fence panels along with chain link fencing that will control access to fields 1 and 6 on the north and fields 2-5 on the south. When completed, it creates a set of two championship fields that can be isolated from the other group.

Six companies bid on the project and a detailed tabulation of the three lowest bids is included in the chart here.

	Superior	Total	Denton	Total	D&J	Total
Galv Bid 1	13.00	6,825.00	12.76	6,699.00	15.05	7,901.25
Black Vinyl	16.15	6,863.75	15.72	6,681.00	22.70	9,647.50
Decorative Black	66.58	18,642.40	64.03	17,928.40	34.05	9,534.00
Decorative Gate	1,299.00	1,299.00	1,541.74	1,541.74	755.00	755.00
		33,630.15		32,850.14		27,837.75
Galv Bid 2	12.27	38,834.55	12.55	39,720.75	13.40	42,411.00
Demo	1,325.00	1,325.00	325.00	325.00	2,400.00	2,400.00
6' Gate	435.00	870.00	344.74	689.48	475.00	950.00
12' Gate	574.00	574.00	487.26	487.26	710.00	710.00
		41,603.55		41,222.49		46,471.00
		75,233.70		74,072.63		74,308.75

Six companies bid on the project and a detailed tabulation of the three lowest bids is included in the chart here.

JUSTIFICATION: This project is necessary to allow staff to control access to fields and reduce excessive use and facilitate routine maintenance needs. Currently only one field is controlled with fencing and the everyday use on this facility is intense. Fields are being used for practice and drop in use and because of the utilization, staff's ability to provide consistent quality playing surfaces is affected. There are other locations available for practice and to be able to provide quality game fields requires the ability to routinely control access.

FINANCIAL CONSIDERATIONS: This project is budgeted in the Why Not Dodge sales tax fund in the amount of \$100,000. Funds are available to complete the work.

Final pricing for this work will be based on measured quantities at the line item prices included in the bid proposal. Minor adjustments may be needed to the contract amount to reflect final measurements.

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

LEGAL CONSIDERATIONS: n/a

ATTACHMENTS: Tabulation of Bids

Dodge City Parks & Recreation

ST. MARY SOCCER COMPLEX ALUMINUM & CHAIN LINK FENCING

Firm	Bid Bond	Addenda	6' Galvanized Fence (/Lin. Ft.)	6' Black Vinyl Fence (/Lin. Ft.)	Decorative Black Fence (/Lin. Ft.)	Decorative Black Gate (Each)	Fence Demo (Lump Sum)	6' Gate (Each)	12' Double Swing Gate (Each)
Bid 1									
Mac's Fence	Y	Y	44.00	57.50	132.50	2,608.00			
D & J	Y	Y	15.05	22.70	34.05	755.00			
Superior Fence	Y	Y	13.00	16.15	66.58	1,299.00			
Denton Construction	Y	N	12.76	15.72	64.03	1,541.74			
Green Dream	N	Y	87.50	6,669.00	11.50	8,395.84			
Robinson	Y	Y	24.00	30.00	71.50	3,200.00			
Bid 2									
Mac's Fence			41.00				15,400.00	1,397.00	1,587.00
D & J			13.40				2,400.00	475.00	710.00
Superior Fence			12.27				1,325.00	435.00	574.00
Denton Construction			12.55				325.00	344.74	487.26
Green Dream			25.42				5.73	1425.00	951.00
Robinson			18.35				1,400.00	450.00	900.00

City of Dodge City

City of Dodge City
806 N. Second Ave.
67801

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

Memorandum

To: Cherise Tieben, City Manager
From: Nannette Pogue
Date: December 14, 2017
Subject: Approval of Proposals for Power District Lot
Agenda Item: New Business

Recommendation: Authorize the City to enter into a Letter of Intent with Casey's for the Lot #1 at the NW Corner of 14th and Soule and authorize staff to proceed with working with Dodge Partners LLC on the proposal for Lots 2 and 3.

Background: The City purchased 3 lots in front of the Sutherlands Development on North 14th in the area named the Power District. Request for proposals to purchase these lots were sent out and advertised in the Dodge City Daily Globe. Two proposals were received, one for Lot #1 and one for Lot #2 and #3.

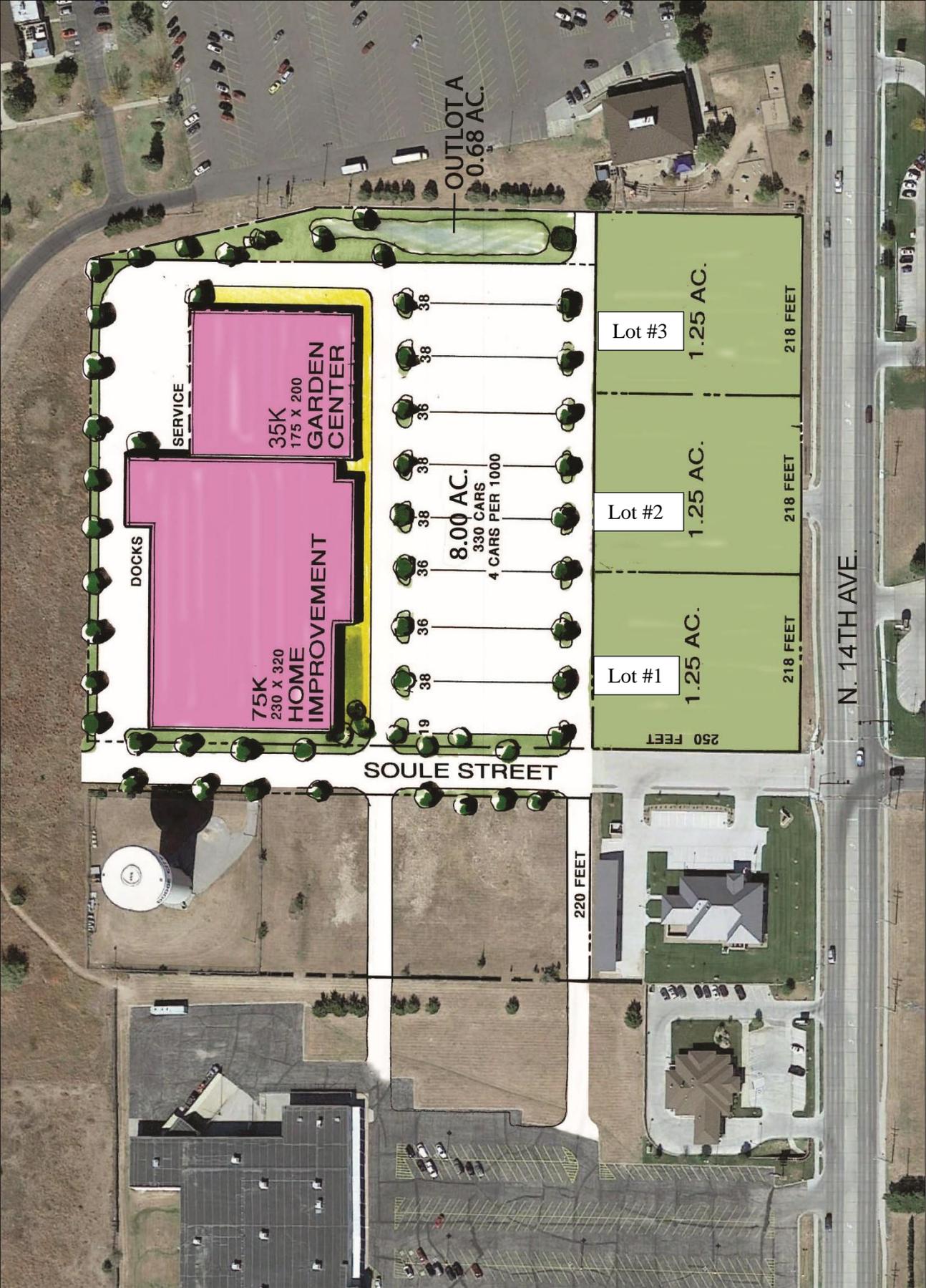
Justification: To sell land in front of the Sutherlands Development for future retail development.

Financial Considerations: The proceeds from this sale will allow the City to reimburse Dodge City Community College for the 3.1 acres that was contributed by them to the project and in turn gave us an opportunity for adding the retail in this area. Ultimately, the additional retail will allow us to capture additional Star Bonds which will assist with fulfilling the Boot Hill addition and infrastructure improvements in the Front Street area.

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

Legal Considerations: None

Attachments: A map of the area



OUTLOT A
0.68 AC.

35K
175 X 200
GARDEN
CENTER

SERVICE

DOCKS

75K
230 X 320
HOME
IMPROVEMENT

8.00 AC.
330 CARS
4 CARS PER 1000

Lot #3

1.25 AC.
218 FEET

Lot #2

1.25 AC.
218 FEET

Lot #1

1.25 AC.
218 FEET

250 FEET

SOULE STREET

220 FEET

N. 14TH AVE.