

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

Monday, November 18, 2019

7:00 p.m.

MEETING #5140

CALL TO ORDER

ROLL CALL

INVOCATION BY Captain Roberto Davila of Salvation Army

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PETITIONS & PROCLAMATIONS

Small Business Proclamation

International Day for the Elimination of Violence Against Women Proclamation

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).

Boot Hill Museum Update

Dodge City Library Update

CONSENT CALENDAR

1. Approval of City Commission Work Session, November 4, 2019;
2. Approval of City Commission Meeting Minutes, November 4, 2019;
3. Appropriation Ordinance No.21, November 18, 2019;
4. Cereal Malt Beverage License:
 - a. Circle K Store #1624, 2615 E. Trail Street,
 - b. Circle K Store #1625, 609 S. 2nd Avenue.

ORDINANCES & RESOLUTIONS

Ordinance No. 3727: An Ordinance Authorizing and Providing for the Issuance of General Obligation Bonds, Series 2019-A, and Taxable General Obligation Refunding and Improvement Bonds, Series 2019-B, of the City of Dodge City, Kansas; 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. Report by Finance Director, Nicole May.

Resolution No. 2019-29: A Resolution Prescribing the Form and Details of and Authorizing and Directing the Sale and Delivery of General Obligation Bonds, Series 2019-A, and Taxable General Obligation Refunding and Improvements Bonds, Series 2019-B of the City of Dodge City, Kansas, Previously Authorized by Ordinance No. 3727 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, Nicole May.

Resolution No. 2019-30: A Resolution Authorizing and Directing the Issuance, Sale and Delivery of General Obligation Temporary Notes, Series 2019-1, of the City of Dodge City, Kansas; Providing for the Levy and Collection of an Annual Tax, if Necessary, for the Purpose of Paying the Principal of and Interest on Said Notes as They Become Due; Making Certain Covenants and Agreements to Provide for the Payment and Security Thereof; and Authorizing Certain Other Documents and Actions Connected Therewith. Report by Finance Director, Nicole May.

Resolution No. 2019-31: A Resolution of the Governing Body of the City of Dodge City, Kansas Approving and Authorizing the execution and Delivery of Certain Documents Pertaining to the Taxable/Convertible Variable Rate Demand and Industrial Development Revenue bonds (National Beef Packing Company, LLC Project) Series 2004, Dated December 1 2004; and Approving and Authorizing the Execution of Certain Other Documents and Taking of Certain Other Actions with Respect Thereto. Report by Finance Director/Nicole May.

Resolution No. 2019-28: A Resolution Describing and Defining the Boundary of the City of Dodge City. Report by Director of Engineering Services, Ray Slattery.

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of City Manager Contract. Report by City Manager Cherise Tieben.
2. Approval of Approval of Bids for the Lincoln School Demolition. Report by Director of Administration, Ryan Reid.

3. Approval of Recommendations for 2020 CFAB Organizational Funding. Report by Project Development Coordinator/Assistant to the City Manager, Melissa McCoy.
4. Approval of the Bid for the Construction of the First Avenue Parking Lot Project. Report by City Engineer, Tanner Rutschman.
5. Approval of the City Attorney Services Contract. Report by City Manager, Cherise Tieben.
6. Approval of BioGas Sales Execution. Report by City Manager Cherise Tieben.

OTHER BUSINESS

ADJOURNMENT

SMALL BUSINESS SATURDAY PROLAMATION

Whereas, the City of Dodge City, Kansas, celebrates our local small businesses and the contributions they make to our local economy and community; according to the United States Small Business Administration, there are 30.7 million small businesses in the United States, they represent 99.7 percent of all firms with paid employees in the United States, are responsible for 64.9 percent of net new jobs created from 2000 to 2018; and

Whereas, small businesses employ 47.3 percent of the employees in the private sector in the United States; and

Whereas, 94% of consumers in the United States value the contributions small businesses make in their community; and

Whereas, 96% of consumers who plan to shop on Small Business Saturday® said the day inspires them to go to small, independently-owned retailers or restaurants that they have not been to before, or would not have otherwise tried; and

Whereas, 92% of companies planning promotions on Small Business Saturday said the day helps their business stand out during the busy holiday shopping season; and

Whereas, 59% of small business owners said Small Business Saturday contributes significantly to their holiday sales each year; and

Whereas, the city of Dodge City supports our local businesses and the contributions they make to our local economy and community; and

Whereas, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

Now, Therefore, I, Brian Delzeit, Mayor of Dodge City, Kansas do hereby proclaim, November 30, 2019, as:

SMALL BUSINESS SATURDAY

And urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

Brian Delzeit, Mayor

Connie Marquez, City Clerk

International Day for the Elimination of Violence Against Women Proclamation

Whereas, Violence against women and girls is one of the most widespread, persistent and devastating human rights violations in our world today and remains largely unreported due to the impunity, silence, stigma, and shame surrounding it. In general terms, it manifests itself in physical, sexual, and psychological forms;

Whereas, To further clarify, the Declaration on the Elimination of Violence Against Women issued by the United Nations General Assembly in 1993, defines violence against women as “any act of gender-based violence that results in, or is likely to result in, physical, sexual or psychological harm or suffering to women, including threats of such acts, coercion or arbitrary deprivation of liberty, whether occurring in public or in private life.”

Whereas, Violence against women continues to be an obstacle to achieving equality, development, peace as well as to the fulfillment of women and girls’ human rights;

Whereas, Women’s rights activists have observed the 25 of November as a day against gender-based violence since 1981. This date was selected to honor the Mirabal sisters, three political activists from the Dominican Republic who were brutally murdered in 1960 by order of the country’s ruler, Rafael Trujillo;

Whereas, On December 20 1993, the General Assembly adopted the Declaration on the Elimination of Violence against Women through resolution 48/104, paving the path towards eradicating violence against women and girls worldwide. On February 7, 2000, the General Assembly adopted resolution 54/134, officially designating November 25 as the International Day for the Elimination of Violence Against Women and in doing so, invites governments, international organizations as well as nonprofit organizations to join together and organize activities designed to raise public awareness of the issue every year on that date.

Now, therefore, be it resolved, that I, Brian Delzeit, Mayor of Dodge City, do hereby proclaim the 25th day of November, 2019, as

International Day for the Elimination of Violence Against Women

And call upon the people of the Dodge City to observe this day and the launch of the 16 days of activism that will conclude on 10 December 2019, which is International Human Rights Day.

CITY COMMISSION WORK SESSION MINUTES

City Hall Commission Chambers

Monday, November 4, 2019

6:00 p.m.

CALL OR ORDER

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

WORK SESSION

Discussion of Convention and Visitors Bureau Audit

Jan Stevens introduced the Marketing Image Makers Directors, Bruce Grover, Strategy Director and Bobby Sloan, Experience Director. They were asked to research and identify the most urgent Dodge City CVB marketing and communication challenges and highlight areas that are successful and those that need foundation for future marketing strategies. They presented the marketing audit for the Convention and Visitors Bureau and gave what they researched in comparison to a few other cities, and their findings and recommendations

ADOURNMENT

Commissioner Jan Scoggins made a motion to adjourn the meeting. Commissioner Joyce Warshaw seconded. The motion carried 4 -0.

Brian Delzeit, Mayor

ATTEST:

Connie Marquez, City Clerk

CITY COMMISSION MEETING MINUTES
City Hall Commission Chambers
Monday, November 4, 2019
7:00 p.m.
MEETING #5139

CALL TO ORDER

ROLL CALL

INVOCATION by Captain Roberto Davila of Salvation Army

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

Mayor Brian Delzeit opened the Public Hearing on Issuance of Taxable Industrial Revenue Bonds (Nor-Am Logistics South, LLC.) Nicole May, Finance Director explained that the last public hearing on the Nor-Am Logistics, LLC should have had the name as Nor-Am Logistics South, LLC.

Mayor Delzeit Closed the Public Hearing

APPROVAL OF AGENDA

Commissioner Jan Scoggins moved to approve the agenda as presented. Commissioner Joyce Warshaw seconded the motion. The motion carried 4 -0.

PETITIONS & PROCLAMATIONS

Mayor Brian Delzeit read the Robert L. "Bob" Hughes JR. Day Proclamation and proclaimed November 11, 2019 as Robert L. "Bob" Hughes Jr. Day.

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

CONSENT CALENDAR

1. Approval of City Commission Special Meeting Minutes, October 17, 2019;
2. Approval of City Commission Special Meeting Minutes, October 18, 2019;
3. Approval of Joint City/County Commission Meeting Minutes, October 21, 2019;
4. Approval of City Commission Work Session Minutes, October 21, 2019;
5. Approval of City Commission Meeting Minutes, October 21, 2019;
6. Approval of City Commission Special Meeting Minutes, October 28, 2019;

7. Appropriation Ordinance No .20, November 4, 2019;
8. Approval of Change Order No. 2 for Linn Street Reconstruction & Drainage Improvements.

Commissioner Jan Scoggins made a motion to approve the consent calendar as presented. Commissioner Joyce Warshaw seconded the motion. The motion carried 4 -0.

ORDINANCES & RESOLUTIONS

Resolution No. 2019-25: A Resolution Authorizing Payment of 2019 Year End Bonuses to Qualified Employees was approved on a motion by Commissioner Rick Sowers. Commissioner Joyce Warshaw seconded the motion. The motion carried 4 - 0.

Resolution No. 2019-26: A Resolution Revising Fees and Rates for Mariah Hills Golf Course was approved on a motion by Commissioner Joyce Warshaw. Commissioner Jan Scoggins seconded the motion. The motion carried 4 - 0.

Resolution No. 2019-27: A Resolution of the Governing Body of the City of Dodge City, Kansas Amending Resolution No. 2019-21 Determining the Advisability of Issuing Taxable Industrial Revenue Bonds for the Purpose of Financing the Acquisition, Construction and Equipping of a Commercial Facility to be Located in Said City; And Authorizing Execution of Related Documents was approved on a motion by Commissioner Joyce Warshaw. Commissioner Rick Sowers seconded the motion. The motion carried 4 - 0.

UNFINISHED BUSINESS

NEW BUSINESS

1. Commissioner Joyce Warshaw moved to approve the 2020 Southwest Kansas Legislative Policy Agenda as presented. Commissioner Jan Scoggins seconded the motion. The motion carried 4 - 0.
2. Commissioner Joyce Warshaw made a motion to approve the agreement between the City of Dodge City and the Dodge City Family YMCA for financial assistance with operating expense as the Dodge City Family YMCA transitions to an independent authorized YMCA of the USA entity. Commissioner Jan Scoggins seconded the motion. The motion carried 4 - 0.
3. Commissioner Rick Sowers made a motion to approve the 5311 Public Transportation Grant including local match financial commitment. Commissioner Joyce Warshaw seconded the motion. The motion carried 4 – 0.
4. Commissioner Jan Scoggins moved to approve Change Order No. 1 in the amount not to exceed \$78,000 for the Highway-Rail Signal Interface improvements to the BNSF track

and crossing at 14th Avenue. Commissioner Joyce Warshaw seconded the motion. The motion carried 4 - 0.

5. Commissioner Joyce Warshaw made a motion to approve the proposal from Conant Construction in the amount of \$683,530 for the YMCA addition and approve staff to work with Conant on a value engineering project to try to get numbers lower where possible. Commissioner seconded the motion. The motion carried 4 - 0.
6. Commissioner Jan Scoggins moved to approve the agreement engaging the services of legal counsel for the purposes of pursuing damages resulting from wrongful manufacture, and distribution of prescription opiates. Commissioner Joyce Warshaw seconded the motion. The motion carried 4 - 0.
7. Commissioner Jan Scoggins moved to take staff's recommendations to approve the Water Service Contract with Cargill Meat Solutions Corporation. Commissioner Rick Sowers seconded the motion. The motion carried 4 - 0.
8. Commissioner Jan Scoggins moved to approve the bids for a 2020 Chevy 1500 truck from Lewis Chevrolet in the amount of \$28,996 to be used by Engineering Department and a bid of \$23,953 from G & G for a 2020 GMC Canyon truck to be used by Development Services. Commissioner Joyce Warshaw seconded the motion. The motion carried 4 - 0.

OTHER BUSINESS

Staff Reports

ADJOURNMENT

Commissioner Joyce Warshaw made a motion to adjourn the meeting. Commissioner Jan Scoggins seconded the motion. The motion carried 4 - 0.

Brian Delzeit, Mayor

ATTEST:

Connie Marquez, City Clerk

CORPORATE 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: New License Renew License Special Event Permit

Check One:

License to sell cereal malt beverages for consumption on the premises.

License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensed premises.

SECTION 2 – APPLICANT INFORMATION

Kansas Sales Tax Registration Number (required): 004-465579045F-01

I have registered as an Alcohol Dealer with the TTB. Yes (required for new application)

Name of Corporation Circle K Stores Inc		Principal Place of Business 19500 Bulverde Drive, Suite 100	
Corporation Street Address P.O. Box 522085		Corporation City San Antonio	State Texas
Date of Incorporation July 2, 1984		Articles of Incorporation are on file with the Secretary of State.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Resident Agent Name Corporation Service Company		Phone No. 210-692-2140	
Residence Street Address 2900 SW Wanamaker Drive, Suite 204		City Topeka	State Kansas
		Zip Code 66614	

SECTION 3 – LICENSED PREMISE

Licensed Premise (Business Location or Location of Special Event)	Mailing Address (If different from business address)
DBA Name Circle K # 1624	Name Circle K Attn, License and Permit Dept.
Business Location Address 2615 East Trail Street	Address P.O.Box 690007
City Dodge City	City San Antonio
State Kansas	State Texas
Zip 67801	Zip 78269-0007
Business Phone No. 620-227-2625	<input checked="" type="checkbox"/> Applicant owns the proposed business location.
Business Location Owner Name(s)	<input type="checkbox"/> Applicant does not own the proposed business location.

SECTION 4 – OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK

List each person and their spouse*, if applicable. Attach additional pages if necessary.

Name Geoffrey C. Haxel	Position President & Secretary	Date of Birth 11-6-61
Residence Street Address 7849 East Vista Bonita Drive	City Scottsdale	State AZ
	Zip Code 85255	
Spouse Name Lori Glyn Haxel	Position spouse	Date of Birth 11-16-64
Residence Street Address 7849 East Vista Bonita Drive	City Scottsdale	State AZ
	Zip Code 85255	
Name Kathy Cunningham	Position Treasure and Vice President	Date of Birth 3-10-67
Residence Street Address 7849 East Vista Bonita Drive	City Phoenix	State AZ
	Zip Code 85048	
Spouse Name Lori Glyn Haxel	Position spouse	Age 3-1-66
Residence Street Address 7849 East Vista Bonita Drive	City Phoenix	State AZ
	Zip Code 85048	
Name Kelly McGuire	Position Vice President	Date of Birth 11-30-59
Residence Street Address 7312 Vangaurd Court	City Colleyville	State TX
	Zip Code 76034	
Spouse Name Donna McGuire	Position spouse	Age
Residence Street Address 7312 Vangaurd Court	City Colleyville	State TX
	Zip Code 76034	

CORPORATE 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: New License Renew License Special Event Permit

Check One:

License to sell cereal malt beverages for consumption on the premises.

License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensed premises.

SECTION 2 – APPLICANT INFORMATION

Kansas Sales Tax Registration Number (required): 004-465579045F-01

I have registered as an Alcohol Dealer with the TTB. Yes (required for new application)

Name of Corporation Circle K Stores Inc		Principal Place of Business 19500 Bulverde Drive, Suite 100	
Corporation Street Address P.O. Box 522085		Corporation City San Antonio	State Texas
		Zip Code 78259	
Date of Incorporation July 2, 1984	Articles of Incorporation are on file with the Secretary of State.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Resident Agent Name Corporation Service Company		Phone No. 210-692-2140	
Residence Street Address 2900 SW Wanamaker Drive, Suite 204		City Topeka	State Kansas
		Zip Code 66614	

SECTION 3 – LICENSED PREMISE

Licensed Premise (Business Location or Location of Special Event)	Mailing Address (If different from business address)
DBA Name Circle K # 1625	Name Circle K Attn, License and Permit Dept.
Business Location Address 609 South 2nd Avenue	Address P.O.Box 690007
City Dodge City	City San Antonio
State Kansas	State Texas
Zip 67801	Zip 78269-0007
Business Phone No. 620-227-2692	<input checked="" type="checkbox"/> Applicant owns the proposed business location. <input type="checkbox"/> Applicant does not own the proposed business location.
Business Location Owner Name(s)	

SECTION 4 – OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK

List each person and their spouse*, if applicable. Attach additional pages if necessary.

Name Geoffrey C. Haxel		Position President & Secretary		Date of Birth 11-6-61
Residence Street Address 7849 East Vista Bonita Drive		City Scottsdale	State AZ	Zip Code 85255
Spouse Name Lori Glyn Haxel		Position spouse		Date of Birth 11-16-64
Residence Street Address 7849 East Vista Bonita Drive		City Scottsdale	State AZ	Zip Code 85255
Name Kathy Cunningham		Position Treasure and Vice President		Date of Birth 3-10-67
Residence Street Address 7849 East Vista Bonita Drive		City Phoenix	State AZ	Zip Code 85048
Spouse Name Lori Glyn Haxel		Position spouse		Age 3-1-66
Residence Street Address 7849 East Vista Bonita Drive		City Phoenix	State AZ	Zip Code 85048
Name Kelly McGuire		Position Vice President		Date of Birth 11-30-59
Residence Street Address 7312 Vanguard Court		City Colleyville	State TX	Zip Code 76034
Spouse Name Donna McGuire		Position spouse		Age
Residence Street Address 7312 Vanguard Court		City Colleyville	State TX	Zip Code 76034

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: Nicole May
Date: November 12, 2019
Subject: Ordinance No. 3727 and Resolution No. 2019-29
Agenda Item: Ordinances and Resolutions

Recommendation: I recommend the City Commission approve Ordinance No. 3727 and Resolution No. 2019-29

Background: Ordinance No. 3727 authorizes and provides for the issuance of General Obligation Bonds, Series 2019-A and Taxable General Obligation Refunding and Improvement Bonds Series 2019-B of the City, provides for the levy and collection of annual tax to pay the principal and interest on the bonds.

The City has previously taken action to fund several street improvements including: US 50 Highway & Gary Ave intersection design, 6th Ave & Soule St. intersection improvement design, various asphalt street projects, Second Avenue Bridge repair design, Replacement of Ave K Bridge – construction, Comanche St. reconstruction, and refinancing of the KDHE loan for the North Wastewater Treatment Plant improvements. The present value savings of this refinancing is \$733,955.60. Financed with Series 2019-B will be advance refunding of the Series 2012-A Waterworks and Wastewater Utility System Bonds and the National Beef Sampling Basin improvements.

By approving Ordinance No. 3727, the City Commission will authorize the issuance of General Obligation Bonds, Series 2019 A, of the City in the principal amount of approximately \$16,875,000 of its general obligation bonds to pay the costs of the Improvements and Taxable General Obligation Refunding and Improvement Bonds Series 2019-B in the amount of approximately \$7,000,000.

This bond issue is a public bond sale. It will advertised in the Kansas Register and Dodge City Daily Globe that bids will be taken until December 5th. A tabulation of the bids will be available upon request. Ahead of the Ordinance, the Commission will approve the best bid for the bonds.

Resolution No. 2019-29 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: Necessary to fund street improvement projects and refinance KDHE loan to save funds. The taxable bonds will fund the city's portion of the National Beef sampling basin project and refinance the 2012 – A bonds.

Financial Considerations: Annual payments to mature 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. 3727 and Resolution No. 2019-29.

ORDINANCE NO. 3727

OF

THE CITY OF DODGE CITY, KANSAS

PASSED

NOVEMBER 18, 2019

\$16,875,000
GENERAL OBLIGATION
BONDS
SERIES 2019-A

\$7,000,000
TAXABLE GENERAL OBLIGATION
REFUNDING AND IMPROVEMENT BONDS
SERIES 2019-B

ORDINANCE NO. 3727

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2019-A, AND TAXABLE GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2019-B, OF THE CITY OF DODGE CITY, KANSAS; 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 has previously authorized certain public improvements described as follows:

<u>Project Description</u>	<u>Ord./Res. No.</u>	<u>Authority (K.S.A.)</u>	<u>Amount</u>
US 50 Highway & Gary Avenue intersection design	Res. 2019-03/2019-20	13-1024a/Charter 41	\$ 505,000
6 th Ave & Soule Street intersection improvement design	Res. 2019-03/2019-20	13-1024a/Charter 41	80,800
Various asphalt street projects	Res. 2019-03/2019-20	13-1024a/Charter 41	505,000
Second Avenue Bridge repair design	Res. 2019-03/2019-20	13-1024a/Charter 41	101,000
Replacement of Avenue K Bridge – construction	Res. 2019-03/2019-20	13-1024a/Charter 41	454,500
Comanche Street reconstruction	Ord. 3038/ Res. 2013-31	12-685 <i>et seq.</i>	15,150
North Wastewater Treatment Plant improvements	Res. 2019-23	13-1024a/Charter 41	<u>16,379,702</u>
Total:			\$18,041,152

WHEREAS, the City proposes to issue its general obligation bonds in order to permanently finance the costs of the improvements and associated financing costs, and retire a portion of the following loan agreement of the Issuer, which was entered into in order to temporarily finance a portion of the costs of the improvements (the “Loan”):

<u>Loan Description</u>	<u>Loan Number</u>	<u>Dated Date</u>	<u>Maturity Date</u>	<u>Final Loan Amount</u>	<u>Outstanding Amount</u>
KDHE – KWPCRF	C20 1792 01	09/22/09	09/01/31	\$36,097,446	\$25,244,143

WHEREAS, the Governing Body is authorized by law to issue general obligation bonds of the City to pay the costs of the improvements and prepay the Loan, and none of such general obligation bonds heretofore authorized have been issued and the City proposes to issue \$16,875,000 of its general obligation bonds, together with premium thereon, to pay such costs; and

WHEREAS, the Issuer has previously authorized a certain sewer project described as follows (collectively with the improvements described above, the “Improvements”):

<u>Project Description</u>	<u>Res. No.</u>	<u>Authority (K.S.A.)</u>	<u>Amount</u>
Sampling basin improvements	2019-22	13-1024a/Charter 41	\$514,285

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 release itself from certain burdensome covenants, 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

WHEREAS, the Governing Body is authorized by law to issue general obligation bonds of the City to pay the costs of the sewer project and refund the Refunded Bonds, and none of such general obligation bonds heretofore authorized have been issued and the City proposes to issue \$7,000,000 of its general obligation bonds to pay such costs.

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 of Kansas including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq.*, and with respect to the Series 2019-A Bonds, Article 12, Section 5 of the Constitution, K.S.A. 12-685 *et seq.*, and K.S.A. 13-1024a, as amended by Charter Ordinance No. 41, all as amended and supplemented, and with respect to the Series 2019-B Bonds, K.S.A. 10-427 *et seq.* and K.S.A. 13-1024a, as amended by Charter Ordinance No. 41, all as amended and supplemented.

“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 collectively the Series 2019-A Bonds and Series 2019-B Bonds.

“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.

“**KDHE**” means the Kansas Department of Health and Environment.

“**Loan**” means the KDHE Loan for KWPCRF Project No. C20 1792 01 between the Issuer and KDHE, dated September 22, 2009, maturing September 1, 2031, in the aggregate outstanding principal amount of \$25,244,143.

“**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 the Series 2012-A Bonds maturing in the years 2020 to 2024, inclusive, in the aggregate principal amount of \$6,085,000.

“**Refunded Loan**” means the portion of the Loan in the amount of \$16,250,000.00.

“**Series 2012-A Bonds**” means the Issuer's General Obligation Waterworks and Wastewater Utility System Refunding Bonds, Series 2012-A, dated August 1, 2012.

“**Series 2019-A Bonds**” means the General Obligation Bonds, Series 2019-A, authorized and issued by the Issuer pursuant to this Ordinance and the Bond Resolution.

“**Series 2019-B Bonds**” means the Taxable General Obligation Refunding and Improvement Bonds, Series 2019-B, authorized and issued by the Issuer pursuant to this Ordinance and the Bond Resolution.

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

“**Substitute Improvements**” means the substitute or additional improvements of the City authorized in the manner set forth in the Bond Resolution.

Section 2. Authorization of the Bonds. There shall be issued and hereby are authorized and directed to be issued the following bonds:

(a) General Obligation Bonds, Series 2019-A, of the City in the principal amount of \$16,875,000, for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; (b) prepay the Refunded Loan; and (c) pay costs of issuance of the Series 2019-A Bonds.

(b) Taxable General Obligation Refunding and Improvement Bonds, Series 2019-B, of the City in the principal amount of \$7,000,000, for the purpose of providing funds to: (a) refund the Refunded Bonds; (b) pay a portion of the costs of the Improvements; and (c) pay costs of issuance of the Series 2019-B Bonds.

Section 3. Security for the Bonds. The Bonds shall be general obligations of the City payable as to both principal and interest 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 upon all of the taxable tangible property within the City in the manner provided by law.

The taxes 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 for the Bonds. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund.

If at any time said taxes are not collected in time to pay the principal of or interest on the Bonds when due, the City 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 are collected.

Section 6. Further Authority. The Mayor, City Manager, 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 November 18, 2019 and **SIGNED** by the Mayor.

(SEAL)

Mayor

ATTEST:

Clerk

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RESOLUTION NO. 2019-29

OF

THE CITY OF DODGE CITY, KANSAS

ADOPTED

NOVEMBER 18, 2019

\$16,875,000
GENERAL OBLIGATION
BONDS
SERIES 2019-A

\$7,000,000
TAXABLE GENERAL OBLIGATION
REFUNDING AND IMPROVEMENT BONDS
SERIES 2019-B

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RESOLUTION NO. 2019-29

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 2019-A, AND TAXABLE GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2019-B, OF THE CITY OF DODGE CITY, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 3727 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, the Governing Body hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of (1) the Series 2019-A Bonds in the principal amount of \$16,875,000 to pay a portion of the costs of the Improvements and prepay the Refunded Loan, and (2) the Series 2019-B Bonds in the principal amount of \$7,000,000 to pay a portion of the costs of the Improvements and 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. 10-620 *et seq.*, and with respect to the Series 2019-A Bonds, Article 12, Section 5 of the Constitution, K.S.A. 12-685 *et seq.*, and K.S.A. 13-1024a, as amended by Charter Ordinance No. 41, all as amended and supplemented, and with respect to the Series 2019-B Bonds, K.S.A. 10-427 *et seq.*

“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 Series 2019-A Bonds guaranteeing the scheduled payment when due of the principal of and interest on the Series 2019-A 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 November 6, 2019, 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.

“Bond” or **“Bonds”** means collectively the Series 2019-A Bonds and Series 2019-B Bonds.

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

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

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

“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.

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

“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 collectively the Costs of Issuance Accounts for the Series 2019-A Bonds and Series 2019-B Bonds created pursuant to *Section 501* hereof.

“Dated Date” means December 5, 2019.

“Debt Service Account” means collectively the Debt Service Accounts for the Series 2019-A Bonds and Series 2019-B Bonds 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

(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 Continuing Disclosure Undertaking, dated as of the Dated Date, relating to certain obligations contained in the SEC Rule.

“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, Kansas City, 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.

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

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

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

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

“Improvement Fund” means collectively the Improvement Funds for the Series 2019-A Bonds and Series 2019-B Bonds created pursuant to *Section 501* hereof.

“Improvements” means the improvements referred to in the preamble to the Ordinance and any Substitute Improvements.

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

“Insured Bonds” means the Series 2019-A Bonds.

“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, 2020.

“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.

“KDHE” means the Kansas Department of Health and Environment.

“Loan” means the KDHE Loan for KWPCRF Project No. C20 1792 01 between the Issuer and KDHE, dated September 22, 2009, maturing September 1, 2031, in the aggregate outstanding principal amount of \$25,244,143.

“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
4801 Main Street, Suite 530
Kansas City, Missouri 64112

(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
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. 3727 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;
- (c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder; and
- (d) Insured 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, Kansas City, Missouri, 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.

“Rebate Fund” means the Rebate Fund for General Obligation Bonds, Series 2019-A created pursuant to *Section 501* hereof.

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

“Redemption Date” 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 the Series 2012-A Bonds maturing in the years 2020 to 2024, inclusive, in the aggregate principal amount of \$6,085,000.

“Refunded Bonds Paying Agent” means the paying agent for the Refunded Bonds as designated in the 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 September 1, 2022.

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

“Refunded Loan” means the portion of the Loan in the amount of \$16,250,000.00.

“Refunded Loan Paying Agent” means KDHE.

“Refunded Loan Redemption Date” means December 24, 2019.

“Refunded Loan Redemption Fund” means the fund by that name created in the Bond Resolution.

“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 2012-A Bonds” means the Issuer's General Obligation Waterworks and Wastewater Utility System Refunding Bonds, Series 2012-A, dated August 1, 2012.

“Series 2019-A Bonds” means the General Obligation Bonds, Series 2019-A, authorized and issued by the Issuer pursuant to Ordinance and this Bond Resolution.

“Series 2019-B Bonds” means the Taxable General Obligation Refunding and Improvement Bonds, Series 2019-B, authorized and issued by the Issuer pursuant to Ordinance and this Bond Resolution.

“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.

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

“2019-A-2034 Term Bonds” means the Series 2019-A Bonds scheduled to mature in the year 2034.

“2019-A-2039 Term Bonds” means the Series 2019-A Bonds scheduled to mature in the year 2039.

“2019-B-2029 Term Bonds” means the Series 2019-B Bonds scheduled to mature in the year 2029.

“Term Bonds” means collectively the 2019-A-2034 Term Bonds, the 2019-A-2039 Term Bonds and the 2019-B-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 Series 2019-A Bonds have been heretofore authorized and directed to be issued pursuant to the Ordinance in the principal amount of \$16,875,000, for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; (b) prepay the Refunded Loan; and (c) pay Costs of Issuance.

The Series 2019-B Bonds have been heretofore authorized and directed to be issued pursuant to the Ordinance in the principal amount of \$7,000,000, for the purpose of providing funds to: (a) refund the Refunded Bonds; (b) pay a portion of the costs of the Improvements and (c) 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:

SERIES 2019-A BONDS

SERIAL BONDS

Stated Maturity <u>September 1</u>	Principal <u>Amount</u>	Annual Rate <u>of Interest</u>	Stated Maturity <u>September 1</u>	Principal <u>Amount</u>	Annual Rate <u>of Interest</u>
2020	\$1,185,000	4.00%	2027	\$1,405,000	4.000%
2021	1,100,000	4.000%	2028	1,460,000	4.000%
2022	1,160,000	4.000%	2029	1,525,000	3.000%
2023	1,205,000	4.000%	2030	1,570,000	2.125%
2024	1,250,000	4.000%	2031	950,000	2.250%
2025	1,305,000	4.000%	2031	650,000	3.000%
2026	1,355,000	4.000%			

TERM BONDS

Stated Maturity <u>September 1</u>	Principal <u>Amount</u>	Annual Rate <u>of Interest</u>
2034	\$260,000	4.000%
2039	495,000	4.000%

SERIES 2019-B BONDS

SERIAL BONDS

Stated Maturity <u>September 1</u>	Principal <u>Amount</u>	Annual Rate <u>of Interest</u>
2020	\$1,250,000	2.183%
2021	1,310,000	2.183%
2022	1,335,000	2.307%
2023	1,365,000	2.376%
2024	1,395,000	2.456%

TERM BOND

Stated Maturity <u>September 1</u>	Principal <u>Amount</u>	Annual Rate <u>of Interest</u>
2029	\$345,000	2.896%

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 **EXHIBITS A** and **B** 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 **EXHIBITS A** and **B** 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 October 22, 2019, is hereby ratified and approved.

The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to

conform to and describe the transaction. The Mayor 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. (a) *Series 2019-A Bonds.* At the option of the Issuer, Series 2019-A Bonds maturing on September 1 in the years 2029, and thereafter, will be subject to redemption and payment prior to their Stated Maturity on September 1, 2028, and thereafter, as a whole or in part (selection of maturities and the amount of Series 2019-A 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.

(b) *Series 2019-B Bonds.* The Series 2019-B Bonds shall not be subject to optional redemption and payment prior to their Stated Maturity.

Mandatory Redemption. (a) *2019-A-2034 Term Bonds.* The 2019-A-2034 Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements hereinafter set forth 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 2019-A-2034 Term Bonds:

<u>Principal Amount</u>	<u>Year</u>
\$85,000	2032
85,000	2033
90,000	2034*

*Final Maturity

(b) *2019-A-2039 Term Bonds.* The 2019-A-2039 Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements hereinafter set forth 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 2019-A-2039 Term Bonds:

<u>Principal Amount</u>	<u>Year</u>
\$ 95,000	2035
95,000	2036
100,000	2037
100,000	2038
105,000	2039*

*Final Maturity

(c) *2019-B-2029 Term Bonds.* The 2019-B-2029 Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements hereinafter set forth 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 2019-B-2029 Term Bonds:

<u>Principal Amount</u>	<u>Year</u>
\$65,000	2025
65,000	2026
70,000	2027
70,000	2028
75,000	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 Bond Insurer (with respect to Insured Bonds) 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 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 upon all of the taxable tangible property within the Issuer in the manner provided by law.

The taxes referred to above shall be extended upon the tax rolls 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 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) Improvement Fund for General Obligation Bonds, Series 2019-A, and Improvement Fund for Taxable General Obligation Refunding and Improvement Bonds, Series 2019-B.
- (b) Redemption Fund for Refunded Loan.
- (c) Debt Service Account for General Obligation Bonds, Series 2019-A, and Debt Service account for Taxable General Obligation Refunding and Improvement Bonds, Series 2019-B (within the Bond and Interest Fund).
- (d) Rebate Fund for General Obligation Bonds, Series 2019-A.
- (e) Compliance Account.
- (f) Costs of Issuance Account for General Obligation Bonds, Series 2019-A, and Costs of Issuance Account for Taxable General Obligation Refunding and Improvement Bonds, Series 2019-B.

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 Escrow Fund for Refunded Bonds to be held and administered by the Escrow Agent in accordance with the provisions of the Escrow Agreement.

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:

Series 2019-A Bonds:

- (a) Excess proceeds, if any, received from the sale of the Series 2019-A Bonds shall be deposited in the Debt Service Account.
- (b) An amount necessary to pay the Costs of Issuance shall be deposited in the Costs of Issuance Account.
- (c) An amount necessary to prepay the Refunded Loan shall be deposited into the Refunded Loan Redemption Fund.
- (d) The remaining balance of the proceeds derived from the sale of the Series 2019-A Bonds shall be deposited in the Improvement Fund.

Series 2019-B Bonds:

(a) Excess proceeds, if any, received from the sale of the Series 2019-B Bonds shall be deposited in the Debt Service Account.

(b) An amount necessary to pay the Costs of Issuance shall be deposited in the Costs of Issuance Account.

(c) An amount necessary to pay to refund the Refunded Bonds shall be transferred to the Escrow Agent and deposited in the Escrow Fund.

(d) The remaining balance of the proceeds derived from the sale of the 2019-B Bonds shall be deposited in the Improvement Fund.

Section 501. Application of Moneys in the Improvement Fund. Moneys in the Improvement Fund shall be used for the sole purpose of: (a) paying the costs of the Improvements, in accordance with the plans and specifications therefor prepared by the Consulting Engineer heretofore approved by the Governing Body and on file in the office of the Director of Finance, including any alterations in or amendments to said plans and specifications deemed advisable by the Consulting Engineer and approved by the Governing Body; (b) paying interest on the Bonds during construction of the Improvements; (c) paying Costs of Issuance of the Bonds, to the extent necessary; and (d) transferring any amounts to the Rebate Fund required by this *Article V*.

Withdrawals from the Improvement Fund shall be made only when authorized by the Governing Body. Each authorization for costs of the Improvements shall be supported by a certificate executed by the Consulting Engineer stating that such payment is being made for a purpose within the scope of this Bond Resolution and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof. Authorizations for withdrawals for other authorized purposes shall be supported by a certificate executed by the Director of Finance (or designate) stating that such payment is being made for a purpose within the scope of this Bond Resolution. Upon completion of the Improvements, any surplus remaining in the Improvement Fund shall be deposited in the Debt Service Account for the respective series of Bonds.

Section 502. Substitution of Improvements; Reallocation of Proceeds.

(a) The Issuer may elect for any reason to substitute or add other public improvements to be financed with proceeds of the Bonds provided the following conditions are met: (1) the Substitute Improvement and the issuance of general obligation Bonds to pay the cost of the Substitute Improvement has been duly authorized by the Governing Body in accordance with the laws of the State; (2) a resolution or ordinance authorizing the use of the proceeds of the Bonds to pay the Financeable Costs of the Substitute Improvement has been duly adopted by the Governing Body pursuant to this Section, (3) the Attorney General of the State has approved the amendment made by such resolution or ordinance to the transcript of proceedings for the Bonds to include the Substitute Improvements; and (4) the use of the proceeds of the Series 2019-A Bonds to pay the Financeable Cost of the Substitute Improvement will not adversely affect the tax-exempt status of the Series 2019-A Bonds under State or federal law.

(b) The Issuer may reallocate expenditure of Bond proceeds among all Improvements financed by the Bonds; provided the following conditions are met: (1) the reallocation is approved by the Governing Body; (2) the reallocation shall not cause the proceeds of the Bonds allocated to any Improvement to exceed the Financeable Costs of the Improvement; and (3) the reallocation will not adversely affect the tax-exempt status of the Series 2019-A Bonds under State or federal law.

Section 503. Application of Moneys in the Refunded Loan Redemption Fund. Moneys in the Refunded Loan Redemption Fund shall be transferred to the Refunded Loan Paying Agent and utilized to retire the Refunded Loan on the Refunded Loan Redemption Date. Any moneys remaining in the Refunded Loan Redemption Fund not needed to retire the Refunded Loan shall be transferred to the Debt Service Account for the Series 2019-A Bonds.

Section 504. 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 505. Application of Moneys in the Rebate Fund.

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

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

(c) Notwithstanding any other provision of this Bond Resolution, including in particular *Article VII* hereof, the obligation to pay arbitrage rebate to the United States of America and to comply with all other requirements of this Section and the Federal Tax Certificate shall survive the defeasance or payment in full of the Series 2019-A Bonds.

Section 506. 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 depositaries shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

Moneys held in any Fund or Account may be invested in accordance with this 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; provided that, during the period of construction of the Improvements, earnings on the investment of such funds may, at the discretion of the Issuer, be credited to the Debt Service Account.

Section 507. Application of Moneys in the Costs of Issuance Account. Moneys in the Costs of Issuance Account shall be used by the Issuer to pay the Costs of Issuance. Any funds remaining in the Costs of Issuance Account, after payment of all Costs of Issuance, but not later than the later of 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 Debt Service Account.

Section 508. 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 Refunded Bond Resolution and the Escrow Agreement.

Section 509. 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 510. 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, subject to any determination in such action or proceeding or applicable law of the State, 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 of the Insured Bonds, 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 of Insured Bonds 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 of Insured Bonds under this Section.

Notwithstanding anything in this Bond Resolution to the contrary, in the event that the principal and/or interest due on the Insured Bonds shall be paid by the Bond Insurer pursuant to the Bond Insurance Policy, the Insured 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 Series 2019-A 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 Series 2019-

A 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 Series 2019-A 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 Insured Bonds shall be paid by the Bond Insurer pursuant to the Policy, the Insured 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 Insured Bonds.

(b) In the event that on the second (2nd) business day prior to the payment date on the Insured Bonds, the Paying Agent has not received sufficient moneys to pay all principal of and interest on the Insured 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 Insured 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 Insured Bonds as follows:

(1) If there is a deficiency in amounts required to pay interest and/or principal on the Insured 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 Insured Bonds in any legal proceeding related to the payment of and an assignment to the Bond Insurer of the claims for interest on the Insured 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 Insured 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 Insured 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 Insured 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 Insured 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 Insured 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 Insured 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 Insured Bonds, but only from the sources and in the manner provided therein for the payment of principal of and interest on the Insured 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 Insured Bonds, and any certificate rendered pursuant to this Bond Resolution relating to the security for the Insured 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 relating to the Insured Bonds 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. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Director of Finance, 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 more precisely identify the Improvements, to reallocate proceeds of the Bonds among Improvements, to provide for Substitute Improvements, 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, City Manager, 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 November 18, 2019.

(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 November 18, 2019, as the same appears of record in my office.

DATED: November 18, 2019.

Clerk

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SAVINGS

City of Dodge City, Kansas
 General Obligation Bonds
 Series 2019-A
 FINAL

Date	Prior Debt Service	Refunding Debt Service	Savings	Present Value to 12/05/2019 @ 2.0129714%
09/01/2020	1,607,944.94	1,547,283.44	60,661.50	66,453.54
09/01/2021	1,607,944.95	1,543,643.76	64,301.19	67,491.63
09/01/2022	1,607,944.95	1,546,843.76	61,101.19	63,323.23
09/01/2023	1,607,944.95	1,548,243.76	59,701.19	60,972.13
09/01/2024	1,607,944.94	1,547,843.76	60,101.18	60,334.62
09/01/2025	1,607,944.95	1,545,643.76	62,301.19	61,311.06
09/01/2026	1,607,944.93	1,546,643.76	61,301.17	59,436.96
09/01/2027	1,607,944.95	1,545,643.76	62,301.19	59,334.57
09/01/2028	1,607,944.93	1,542,643.76	65,301.17	60,900.14
09/01/2029	1,607,944.94	1,542,643.76	65,301.18	59,920.24
09/01/2030	1,607,944.93	1,544,743.76	63,201.17	57,212.55
09/01/2031	1,607,944.91	1,543,400.00	64,544.91	57,264.92
	19,295,339.27	18,545,221.04	750,118.23	733,955.60

Savings Summary

PV of savings from cash flow	733,955.60
Net PV Savings	733,955.60

SUMMARY OF REFUNDING RESULTS

City of Dodge City, Kansas
 General Obligation Bonds
 Series 2019-A
 FINAL

	Refund 2009 KDHE Loan	Total
Dated Date	12/05/2019	12/05/2019
Delivery Date	12/05/2019	12/05/2019
Arbitrage Yield	2.012971 %	2.012971 %
Escrow Yield		
Value of Negative Arbitrage		
Bond Par Amount	15,205,000.00	15,205,000.00
True Interest Cost	2.036285 %	2.036285 %
Net Interest Cost	2.129067 %	2.129067 %
Average Coupon	3.313389 %	3.313389 %
Average Life	6.630	6.630
Par amount of refunded bonds	16,268,937.27	16,268,937.27
Average coupon of refunded bonds		
Average life of refunded bonds		
PV of prior debt	17,155,404.37	17,155,404.37
Net PV Savings	733,955.60	733,955.60
Percentage savings of refunded bonds	4.511392 %	4.511392 %
Percentage savings of refunding bonds	4.827067 %	4.827067 %

Memorandum

To: Cherise Tieben City Manager
From: Nicole May
Date: November 12, 2019
Subject: Resolution No. 2019-30
Agenda Item: Ordinances and Resolutions

Recommendation: I recommend the City Commission approve Resolution No. 2019-30

Background: Resolution No. 2019-30 is a resolution that offers for sale general obligation temporary notes, series 2019-1 of the City of Dodge City in an amount not to exceed \$595,000.

Included in this offering will be temporary notes to finance Candletree 8 Phase 2 improvements. These improvements were previously approved by the City Commission by Resolutions.

The resolution also approves the Preliminary Official Statement and authorizes the Mayor and City Clerk to execute the Certificate Deeming the Preliminary Official Statement final.

Justification: The City is offering for sale the temporary notes and approving the Preliminary Official Statement and providing for notice of sale for the notes.

Financial Considerations: The notes will be 2 year notes, callable sooner if we need to. This is a special assessment projects will be taken out with general obligation bonds at a later date.

Purpose/Mission: We strive for high service and performance standards

Legal Considerations: Legal obligations fulfilled by authorizing resolution.

Attachments: Resolution No. 2019-30. Preliminary Official Statement is available in Office of the Finance Director for review.

RESOLUTION NO. 2019-30

OF

THE CITY OF DODGE CITY, KANSAS

ADOPTED

NOVEMBER 18, 2019

**GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2019-1**

RESOLUTION

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RESOLUTION NO. 2019-30

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2019-1, OF THE CITY OF DODGE CITY, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

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

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

<u>Project Description</u>	<u>Res. No.</u>	<u>Authority (K.S.A.)</u>	<u>Amount</u>
Candletree Addition, Unit 8, Phase 2 – internal improvements	2019-01	12-6a01 <i>et seq.</i>	\$550,000

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

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

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

WHEREAS, the governing body of the Issuer hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Notes in the principal amount of \$595,000 to pay the costs of the Improvements.

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

ARTICLE I

DEFINITIONS

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

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

“**Act**” means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, specifically including K.S.A. 10-123, K.S.A. 10-620 *et seq.*, and K.S.A. 12-6a01 *et seq.*, all as amended and supplemented from time to time.

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

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

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

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

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

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

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

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

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

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

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

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

“**Costs of Issuance Account**” means the Costs of Issuance Account for General Obligation Temporary Notes, Series 2019-1 created pursuant to *Section 501* hereof.

“**Dated Date**” means December 5, 2019.

“Debt Service Account” means the Debt Service Account for General Obligation Temporary Notes, Series 2019-1 (within the Bond and Interest Fund) created pursuant to **Section 501** hereof.

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

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

“Defeasance Obligations” means any of the following obligations:

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

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

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

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

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

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

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

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

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

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

“Disclosure Undertaking” means the Continuing Disclosure Undertaking, dated as of the Dated Date, relating to certain obligations contained in the SEC Rule.

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

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

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

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

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

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

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

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

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

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

“Improvement Fund” means the Improvement Fund for General Obligation Temporary Notes, Series 2019-1 created pursuant to *Section 501* hereof.

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

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

“Interest Payment Date(s)” means the Stated Maturity of an installment of interest on any Note which shall be March 1 and September 1 of each year, commencing March 1, 2020.

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

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

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

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

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

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

“Note Purchase Agreement” means the Note Purchase Agreement dated as of November 6, 2019 between the Issuer and the Purchaser.

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

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

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

“Notes” means the General Obligation Temporary Notes, Series 2019-1, authorized and issued by the Issuer pursuant to this Note Resolution.

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

(a) To the Issuer at:

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

(b) To the Paying Agent at:

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

(c) To the Purchaser:

Stifel, Nicolaus & Company, Incorporated
4801 Main Street, Suite 530
Kansas City, Missouri 64112

(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

“Notice Representative” means:

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

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

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

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

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

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

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

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

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

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

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

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

“Rebate Fund” means the Rebate Fund for General Obligation Temporary Notes, Series 2019-1 created pursuant to *Section 501* hereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II

AUTHORIZATION AND DETAILS OF THE NOTES

Section 201. Authorization of the Notes. There shall be issued and hereby are authorized and directed to be issued the General Obligation Temporary Notes, Series 2019-1, of the Issuer in the principal amount of \$595,000, for the purpose of providing funds to: (a) pay the costs of the Improvements; and (b) pay Costs of Issuance.

Section 202. Description of the Notes. The Notes shall consist of fully registered notes in Authorized Denominations, and shall be numbered in such manner as the Note Registrar shall determine. All of the Notes shall be dated as of the Dated Date, shall become due in the amounts on the Stated Maturity,

subject to redemption and payment prior to the Stated Maturity as provided in *Article III* hereof, and shall bear interest at the rates per annum as follows:

Stated Maturity <u>September 1</u> 2021	Principal <u>Amount</u> \$595,000	Annual Rate <u>of Interest</u> 2.00%
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The Notes shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in *Section 204* hereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

duly authenticated and delivered under this Note Resolution. Upon authentication, the Note Registrar shall deliver the Notes to the Purchaser upon instructions of the Issuer or its representative.

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

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

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

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

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

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

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

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

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

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

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

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

Section 212. Preliminary and Final Official Statement. The Preliminary Official Statement dated October 22, 2019, is hereby ratified and approved. The Official Statement is hereby authorized to be

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

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

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

ARTICLE III

REDEMPTION OF NOTES

Section 301. Redemption by Issuer.

Optional Redemption. At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity on September 1, 2020, and thereafter, as a whole or in part (selection of the amount of Notes to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

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

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

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

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

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

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

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

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

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

Official notice of redemption having been given as aforesaid, the Notes or portions of Notes to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price) such Notes or portion of Notes shall cease to bear interest. Upon surrender of such Notes for redemption

in accordance with such notice, the Redemption Price of such Notes shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Note, there shall be prepared for the Owner a new Note or Notes of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Notes that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

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

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

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

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

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

ARTICLE IV

SECURITY FOR NOTES

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

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

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

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

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF NOTE PROCEEDS

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

- (a) Improvement Fund for General Obligation Temporary Notes, Series 2019-1.
- (b) Debt Service Account for General Obligation Temporary Notes, Series 2019-1.
- (c) Rebate Fund for General Obligation Temporary Notes, Series 2019-1.
- (d) Costs of Issuance Account for General Obligation Temporary Notes, Series 2019-1.
- (e) Compliance Account.

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

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

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

Section 503. Application of Moneys in the Improvement Fund. Moneys in the Improvement Fund shall be used for the sole purpose of: (a) paying the costs of the Improvements, in accordance with the plans and specifications therefor prepared by the Consulting Engineer heretofore approved by the governing body of the Issuer and on file in the office of the Clerk, including any alterations in or

amendments to said plans and specifications deemed advisable by the Consulting Engineer and approved by the governing body of the Issuer; (b) paying interest on the Notes during construction of the Improvements; (c) paying Costs of Issuance; and (d) transferring any amounts to the Rebate Fund required by this *Article V*.

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

Section 504. Substitution of Improvements; Reallocation of Proceeds.

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

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

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

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

Section 506. Application of Moneys in the Rebate Fund.

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

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

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

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

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

Section 508. Application of Moneys in the Costs of Issuance Account. Moneys in the Costs of Issuance Account shall be used by the Issuer to pay the Costs of Issuance. Any funds remaining in the Costs of Issuance Account, after payment of all Costs of Issuance, but not later than the later of 90 days after the issuance of the Notes, shall be transferred to the Improvement Fund until completion of the Improvements and thereafter to the Compliance Account or Debt Service Account.

Section 509. Application of Moneys in the Compliance Account. Moneys in the Compliance Account shall be used by the Issuer to pay the to pay fees and expenses relating to compliance with federal

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

ARTICLE VI

DEFAULT AND REMEDIES

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

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

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

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

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

Section 603. Remedies Cumulative. No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Note shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Notes by this Note Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Notes shall, subject to any determination in such action or proceeding or applicable law of the State, be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFEASANCE

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

ARTICLE VIII

TAX COVENANTS

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

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

ARTICLE IX

CONTINUING DISCLOSURE REQUIREMENTS

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

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

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1001. Annual Audit. Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Notes, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the governing body of the Issuer shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Note Resolution, the Issuer shall promptly cure such deficiency.

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

- (a) Extend the maturity of any payment of principal or interest due upon any Note;
- (b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Note;
- (c) permit preference or priority of any Note over any other Note; or

(d) reduce the percentage in principal amount of Notes required for the written consent to any modification or alteration of the provisions of this Note Resolution.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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ADOPTED by the governing body of the Issuer on November 18, 2019.

(SEAL)

Mayor

ATTEST:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Note Resolution of the Issuer adopted by the Governing Body on November 18, 2019, as the same appears of record in my office.

DATED: November 4, 2019.

Clerk

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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: Nicole May
Date: November 8, 2019
Subject: Resolution No. 2019-31
Agenda Item: Resolutions

Recommendation: I recommend the City Commission adopt Resolution No. 2019-31.

Background: The City of Dodge City in 2004 issued IRBs for National Beef Packing Company, L.L.C. to acquire and install equipment and construct equipment within the facility. When IRBs are issued, the City holds the title to the property until the Industrial Revenue Bonds have been paid off. The bonds are now all owned by National Beef and National Beef is seeking the option to redeem the bonds and purchase the bond-financed property from the City. The resolution authorizes the Mayor and City Clerk to execute a Special Warranty Deed, Bill of Sale and Termination of Lease.

Justification: These actions are a requirement after full payment of the IRBs to release the property back to the owner which is National Beef Packing Company, LLC.

Financial Considerations: none with these actions

Purpose/Mission: To promote business in our community and improve the quality of life in Dodge City and Ford County.

Legal Considerations: All legal actions are met with the Resolution. The documents will be prepared by National Beef's legal counsel at Stinson and reviewed by Gilmore & Bell.

Attachments: Resolution No. 2019-31.

RESOLUTION NO 2019-31

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS PERTAINING TO THE TAXABLE/CONVERTIBLE VARIABLE RATE DEMAND INDUSTRIAL DEVELOPMENT REVENUE BONDS (NATIONAL BEEF PACKING COMPANY, LLC PROJECT) SERIES 2004, DATED DECEMBER 1, 2004; AND APPROVING AND AUTHORIZING THE EXECUTION OF CERTAIN OTHER DOCUMENTS AND TAKING OF CERTAIN OTHER ACTIONS WITH RESPECT THERETO.

WHEREAS, the City of Dodge City, Kansas (the "City"), pursuant to Resolution No. 2003-18 adopted August 4, 2003; Resolution No. 2004-19 adopted December 13, 2004; and Ordinance No. 3385 adopted December 20, 2004, issued those certain Taxable/Convertible Variable Rate Demand Industrial Development Revenue Bonds (National Beef Packing Company, LLC Project) Series 2004 dated December 1, 2004, in the aggregate principal amount not exceeding \$120,000,000, on December 30, 2004 (the "Bonds") to pay for the costs of acquisition of, and acquiring and installing equipment in, and constructing improvements to, an industrial facility owned by National Beef Packing Company, LLC (the "Company"), and located within the City, and that such acquisition and equipment and improvements thereto (the "Project") was leased by the City to the Company pursuant to that certain Lease dated as of December 1, 2004 (the "Lease").

WHEREAS, in connection with the issuance of the Bonds, the City and the Company executed certain documents pertaining thereto, including, but not limited to, that certain Trust Indenture dated as of December 1, 2004 ("Indenture"), and the Lease (collectively, the "Project Documents").

WHEREAS, the Company has satisfied its obligations pursuant to the terms of the Project Documents and has exercised its option to purchase the Project pursuant to Section 10.01 of the Lease.

WHEREAS, the City desires to convey its interests in the Project to the Company.

WHEREAS, the City's governing body wishes to authorize the Mayor, City Clerk, and other officials, officers, agents, and employees of the City to take such action, expend such funds, and execute any and all such documents, certificates, and instruments as may be necessary or desirable to consummate the conveyance of the Project to the Company.

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

Section 1. Conveyance Documents. The City is hereby authorized to execute any and all such documents as may be necessary or required to transfer the City's interests in the Project to Company, including but not limited to, the following documents:

- (a) Kansas Special Warranty Deed; and

- (b) General Assignment and Bill of Sale; and
- (c) Notice of Termination of Lease

Section 2. Further Action. The Mayor, City Clerk, and other officials, officers, agents, and employees of the City are hereby authorized to take such action, expend such funds, and execute such any and all such documents, certificates, and instruments as may be necessary or desirable to accomplish the purposes of this resolution.

ADOPTED by the governing body of the City of Dodge City, Kansas this ____ day of November, 2019.

Brian Delzeit, Mayor

[SEAL]

Attest:

City Clerk

Memorandum

*To: City Manager
City Commissioners*

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

Date: November 5, 2019

*Subject: Resolution 2019-28
Boundary Resolution Describing the
City Limits of Dodge City*

Agenda: Ordinances and Resolutions

Recommendation: Approval of Boundary Resolution 2019-28.

Background: Each year the City must adjust the boundary resolution that describes the City Limits of the City to account for any additional land that has been annexed in the past year or correct any errors found in the description. This year annexations the MCT property in the southeast corner of the Trail St. and US 56/283/400 intersection along with the right-of-ways (R/W) to the boundary roads with the County. The County's portion of R/W the road was added into the City Limit's per the Shared road Agreement the City and county entered into in 2018.

Justification: Each year the City is required by KSA 12-517 to adjust the City's boundary by resolution.

Financial Considerations: None

Purpose/Mission: The City is responsible for following State laws. By updating our boundaries, we have identified what properties should be served by the City and can plan for long-term improvements to those areas.

Legal Considerations: The City is obligated under state statute to update the boundary of the City.

Attachments: Boundary Resolution and map showing additions and the current boundary of the City.

RESOLUTION NO. 2019-28

A RESOLUTION DESCRIBING AND DEFINING
THE BOUNDARY OF THE CITY OF DODGE CITY

WHEREAS, the City of Dodge City must define the corporate limits of said City by virtue of K.S.A. 12-517 of the General Statutes of Kansas:

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

SECTION 1: That the Corporate limits of the City of Dodge City, Kansas shall be and are as follows, to wit:

(A) Beginning at the intersection of the south right-of-way line of Military Avenue and the east right-of-way line of Avenue P; thence East along the south line of said Military Avenue to the northeast corner of Shuman Tracts; thence South along the east line of Shuman Tracts to the southeast corner of Tract 7, Shuman Tracts; thence East and perpendicular to the east line of said Tract 7 to a point on the east right-of-way line of Road 113; thence South along the east right-of-way line of the Road 113 to a point that intersects the north right-of-way line of Wyatt Earp Blvd; thence East along the north right-of-way line of said Wyatt Earp Blvd to a point that intersects the northerly extension of the east right-of-way line of U.S. Highway 56-283; thence South along the extended east right-of-way line of U.S. Highway 56-283 to a point on the south line of Section 29; thence West along the south line of Section 29 to the west right-of-way line of U.S. Highway 56-283 Overpass; thence South along the west line of the U.S. Highway 56-283 Overpass to the south right-of-way line of the A.T. & S.F. Railroad; thence Southeasterly along the south right-of-way line of said A.T. & S.F. Railroad for a distance of 1904.07 feet; thence North along the right-of-way line of said A.T. & S.F. Railroad for a distance of 50.00 feet; thence Southeasterly along the south right-of-way line of said A.T. & S.F. Railroad for a distance of 250.45 feet; thence South to a point that is 360.00 feet North of the north right-of-way line of U.S. Highway 400; thence Southeasterly and parallel to the north right-of-way line of said U.S. Highway 400 to a point on the west line of Tract 15 of Wilkinson Place No. 2; thence South along the west line of said Tract 15 of Wilkinson Place No. 2 to a point that is 205.00 feet North of the north right-of-way line of U.S. Highway 400; thence Southeasterly and parallel to the north right-of-way line of said U.S. Highway 400 to a point on the east line of Tract 17 of said Wilkinson Place No. 2; thence South along the east line of said Tract 17 of Wilkinson Place No. 2 to the south right-of-way

line of said U.S. Highway 400; thence Southeasterly along the south right-of-way line of said U.S. Highway 400 to the east line Happy Trails Subdivision a replat lots 12&14 of Wilkinson Place No. 1; thence South along the east line of said Happy Trails Subdivision to the southeast corner thereof; thence West along the south line of said Happy Trails Subdivision and continuing to the southwest corner of Tract 9 of Wilkinson Place No. 1; thence North along the west line of said Tract 9 to the south right-of-way line of U.S. Highway 400; thence Northwesterly along the south right-of-way line of said U.S. Highway 400 to a point that is 770.45 feet East of the west line of Section 32, Township 26 South, Range 24 West, thence South for a distance of 200.00 feet; thence West for a distance of 140.00 feet; thence South to a point on the north line of Lot 1, Block 2 Gladden Addition No.2, said point being 476.78 feet east of the east right-of-way line of U.S. Highway 56/283; thence East along said north line of Lot 1, Block 2 Gladden Addition No.2 to the northeast corner thereof; thence South along the east line of said Lot 1, Block 2 to the southeast corner thereof; thence West along the south line of Lot 1, Block 2 and Lot 1, Block 1 of Gladdens Addition No. 2 to the southwest corner thereof; thence North along the west line of said Lot 1, Block 1 of Gladdens Addition No. 2 to the northwest corner thereof, said corner being of the south line of the Northeast Quarter of Section 31, Township 26 South, Range 24 West; thence west along the south line of the northeast quarter of said Section 31 to a point 651.58 west of the southeast corner thereof; thence North a distance of 922.02 feet to a point on the south right-of-way line of East Trail Street 605.87 west of the west right-of-way of U.S. Highway 56/283; thence west along the south right-of-way line of East Trail Street a distance of 142.46 feet; thence South for a distance of 920.00 feet; thence West for a distance of 560.00 feet to the east line of McCaustland Place; thence South along the east line of said McCaustland Place to the southeast corner thereof; thence West along the south line of said McCaustland Place to a point on the east line of the northeast drain of the Dodge City Flood Control Project; thence South along the east line of said northeast drain a distance of 1,601.50 feet; thence Southeasterly along a line having a deflection angle of 54 degrees 13 minutes a distance of 424.98 feet to the west line of McCaustland Road No. 2; thence South along the west line of said McCaustland Road No. 2 for a distance of 150 feet to the north bank of the Arkansas River; thence Northwesterly along the north bank of the Arkansas River to a point on the east line of Section 36, Township 26 South, Range 25 West of the 6th P.M.; thence South along the east line of said Section 36 to the southeast corner thereof; thence West along the south line of said Section 36 to the extended east right-of-way line of Red Avenue; thence South a distance of 30 feet along the extended east right-of-way line of Red Avenue to the north right-of-way line of Beeson Road; thence West along the south right-of-way line of Beeson Road to the east right-of-way line of Minneola Road; thence South along the

east right-of-way line of Minneola Road to a point on said east right-of-way line intersecting the extended south line of Broce #1 Subdivision; thence West along the extended south line of Broce #1 Subdivision to the west right-of-way line of South Second Avenue; thence South along the west right-of-way line of said South Second Avenue to a point that is approximately 1314 feet North of the south line of Section 2; thence West and parallel to the south line of said Section 2 to a point that is 748.70 feet West of the west line of South Second Avenue; thence Northwesterly and parallel to the west line of said South Second Avenue for a distance of 1265.60 feet; thence North for a distance of 200 feet to the East-West half section line of Section 2; thence West along the said half section line of Section 2 to the east line of Veeann Avenue; thence South along the east line of said Veeann Avenue to the south line of Merrit Road; thence West along the south line of said Merrit Road to the east right-of-way line of South Fourteenth Avenue; thence South along the east right-of-way line of South Fourteenth Avenue to a point of on said east right-of-way intersecting the extended south line of Dodge City Business Park Unit One; thence West along the extended south line of said Dodge City Business Park Unit One to the southeast corner thereof; thence continuing West along the south line of Dodge City Business Park Unit One, said south line being the north right-of-way line of U.S. Highway 56 to the east right-of-way line of Road 109; thence North along said east right-of-way line of Road 109 to the southerly right-of-way line of McArtor Road; thence Northeasterly along said southerly right-of-way line of McArtor Road to the north line of the south half of Section 3, Township 27 South, Range 25 West; thence East along the north line of the south half of said Section 3 to the center corner thereof; thence North along the west line of the northeast quarter of said Section 3 to a point on the north right-of-way line of the Atchison, Topeka & Santa Fe Railroad; thence Southwesterly along the north right-of-way of said Atchison, Topeka and Santa Fe Railroad to the west line of Lewis Addition No. 2; thence North along the west line of said Lewis Addition No. 2 to the south right-of-way line of West Beeson Road; thence West along the south right-of-way line of West Beeson Road to the west line of Section 3, Township 27 South, Range 25 West; thence North along the west line of said section 3 to the northwest corner thereof; thence continuing North along the west line of Section 34, Township 26 South, Range 25 West to the northwest corner of Boley Morgison Addition; thence East along the north line of said Boley Morgison Addition to the northeast corner thereof; thence North along the half section line of Section 34 a distance of 432 feet; thence East parallel with the south line of said Section 34 a distance of 1,676 feet; thence South parallel with the said half section line to the north line of Beeson Road; thence East along the north line of said Beeson Road to the west line of Sunset Tracts; thence North along the west line of said Sunset Tracts to the northwest corner thereof; thence Northeasterly along the south bank along the Arkansas

River to the extended east line of Tract 15 and Tract 88 of Westview Place No. 1; thence North along the extended east line of said Tract 15 and Tract 88 of Westview Place No. 1 to the northeast corner of said Tract 15; thence West along the north line of said Westview Place No. 1 to the east line of Moncrief Place No. 2; thence South along the east line of said Moncrief Place No. 2 to the southeast corner thereof; thence West along the south line of said Moncrief Place No. 2 to the southwest corner thereof; thence North along the west line of said Moncrief Place No. 2 to the south line of West Park Street; thence West along the along the south right-of-way line of West Park Street to the west right-of-way line of Matt Down Lane; thence North along the west right-of-way line of Matt Down Lane to the south right-of-way line of Wyatt Earp Blvd.; thence West along the south right-of-way line of Wyatt Earp Blvd. to the extended west line of Lot 4, Block 1, West Hwy. 50 Addition; thence North along the extended west line of said Lot 4 to the northwest corner thereof; thence East along the north line of said Lot 4 to the northeast corner thereof; thence North along the west line of Block 3 and Block 7 of Glenridge Estates to the northwest corner of Lot 36, Block 7 of said Glenridge Estates; thence East along the north line of said Block 7 to the northeast corner thereof; thence continuing East along the north line of Green Crest Memorial Gardens (also known as Maple Grove West) to the west right-of-way line of Matt Down Lane; thence North along the west right-of-way line of Matt Down Lane to the south right-of-way line of U.S. Highway 50; thence Northeasterly along the south right-of-way line of said U.S. Highway 50 to a point intersecting the east-west half section line of Section 22 Township 26 South, Range 25 West; thence East along the half section line of said Section 22 for a distance of 110.0 feet to the northeast corner of Lot 3, Block 1, J.S. & L. Subdivision; thence North 73 degrees 7 minutes 19 seconds east for a distance of 204.45 feet; thence South 89 degrees 53 minutes 58 seconds east for a distance of 196.02 feet to the northeast corner of Lot 1, Block 1, of said J.S. & L. Subdivision; thence South 5 degrees 47 minutes 43 seconds west for a distance of 60 feet to a point on the east-west half section line of said Section 22; thence East along the half section line of said Section 22 to the center thereof; thence North along the north-south half section line of said Section 22 to the South right-of-way line of Frontview Street; thence West along the south right-of-way line of Frontview Street a distance of 1,385 feet; thence North perpendicular to and to a point on the south line of Section 15, Township 26 South, Range 25 West; thence West along the south section line of said Section 15 to the Southwest corner thereof; thence North along the west section line of said Section 15 to the West Quarter corner thereof; thence East along the east-west half section line of said Section 15 to a point 160 feet east of the Southwest corner of the Northeast Quarter of said Section 15; thence North 30 feet to the extended north line of Ross Blvd.; thence East along the north line of said Ross Blvd. to the west line of the Northeast Quarter of said Section 15;

thence continuing East along said north line of Ross Blvd. for a distance of 627.40 feet; thence North 40 feet; thence East 40 feet parallel to the north line of said Ross Blvd.; thence South 40 feet to the north line of said Ross Blvd. thence East along the north line of said Ross Blvd. to the west line of the Southeast Quarter of the Northeast Quarter of said Section 15; thence North along the west line of said Southeast Quarter of the Northeast Quarter of Section 15 to the northwest corner thereof; thence East along the north line of said Southeast Quarter of the Northeast Quarter of Section 15 said line being the south line of Lot1, Block1, Church Subdivision on an assumed bearing of South 89 degrees 52 minutes 40 seconds east to a point 374.24 feet west of the southeast corner of said lot1; thence North 00 degrees 07 minutes 20 seconds east for a distance of 415.64 feet; thence South 47 degrees 41 minutes 14 seconds east for a distance of 326.15 feet; thence South 89 degrees 42 minutes 28 seconds West for a distance of 130.05 feet to a point of on the west right-of-way line of North fourteenth Avenue; thence North along the west right-of-way line of North Fourteenth Avenue to the north line of Section 10, Township 26 South, Range 25 West; thence East along the north line of Sections 10 and 11, Township 26 South, Range 25 West to the northeast corner of the west half of said Section 11; thence South along the east line of the west half of said Section 11 to the southeast corner thereof said corner being the north quarter corner of Section 14, Township 26 South, Range 25 West; thence East along the north line of said Section 14 to the northeast corner thereof; thence continuing East along the north line of Section 13, Township 26 South, Range 25 West to the east right-of-way of Avenue A; thence South along the east right-of-way line of Avenue A to the north right-of-way line of Canterbury Road; thence East along the north line of said Canterbury Road to the west line of Joel Avenue; thence North along the west line of said Joel Avenue to the north line of William Street; thence East along the north line of said William Street to a point on the extended east line of the alley in Block 5, Kliesen Subdivision; thence South along the east line of said alley to a point on the south line of Anna Avenue; thence West along the south line of said Anna Avenue to the northeast corner of Lot 3, Block 6, Kliesen Subdivision; thence South along the east line of said Lot 3 to a point on the south line of the alley in Block 6, Kliesen Subdivision; thence West along the south line of said alley to the northeast corner of Lot 2, Block 7, Kliesen Hills Subdivision; thence South along the east line of said Lot 2 to the southeast corner thereof; thence East along the north line of Ross Boulevard to a point on the extended east line of Lot 11, Block 6, Kliesen Hills Subdivision; thence South along the said east line of Lot 11 to the southeast corner thereof; thence South along the extended east line of Lots 1 through 8, Block 6, Kliesen Hills Subdivision to a point on the south line of Saint Joseph Street; thence East along the said south line of Saint Joseph Street to the northeast corner Wagon Wheel Addition Unit Two; thence South along the east line of said Wagon Wheel

Addition Unit Two to the southeast corner thereof; thence West along the south line of said Wagon Wheel Addition Unit Two to the northeast corner of Lot 10 Block 14, Kliesen Subdivision; thence South along the east line of said Lot 10, Block 14, Kliesen Subdivision extended to the north right of way line of U.S. Highway 50; thence East along the north line of said U.S. Highway 50, said line being the south line of Kliesen Street as platted by Kliesen Subdivision, and Kliesen Subdivision No.2 to a point on the east line of Section 13, Township 26 South, Range 25 West; thence continuing East 130 feet along said north line of U.S. Highway 50; thence South 240 feet to a point on the south line of said U.S. Highway 50 that is 130 east of the west line of Section 19, Township 26 South, Range 24 West; thence West along the south line of said Highway 50 to the east right-of-way line of Avenue P; thence South along the east right-of-way line of Avenue P to the south right-of-way line of Military Avenue and Point of Beginning,

(B) Excel Main Plant No. 1 described as follows:

From the southwest corner, Section 33, Township 26 South, Range 24 West of the 6th P.M. and the northwest corner, Section 4, Township 27 South, Range 24 West of the 6th P.M.; thence Easterly 1,190 feet to a point "A" which is a point on a west building line. Point "A" will be the starting point of this building description; thence Southerly from point "A" along a west line 30 feet to point "B" of said building; thence Easterly along a south line, 270 feet to point "C" of said building; thence along an east line, Northerly 20 feet to a point "D" of said building; thence along a south line Easterly 400 feet to point "E" of said building; thence along an east line Northerly 50 feet to point "F" of said building; thence Westerly along a north line 275 feet to point "G" of said building; thence Northerly along an east line 15 feet to point "H" of said building; thence Westerly along a north line 48 feet to point "I" of said building; thence Northerly along an east line 35 feet to point "J" of said building; thence Easterly along a south line 25 feet to point "K" of said building; thence Northerly along an east line 35 feet to point "L" of said building; thence Westerly along a north line 23 feet to a point "M" of said building; thence Northerly along an east line 20 feet to point "N" of said building; thence Easterly along a south line 80 feet to point "O" of said building; thence Northerly along an east line 20 feet to point "P" of said building; thence Westerly along a north line 90 feet to point "Q" of said building; thence Northerly along an east line 60 feet to point "R" of said building; thence Westerly along a north line 95 feet to point "S" of said building; thence Northerly along an east line 30 feet to point "T" of said building; thence Westerly along a north line 40 feet to point "U" of said building; thence Northerly along an east line 33 feet to point "V" of said building; thence Westerly along a north line 390 feet to point "W" of said building; thence

Southerly along a west line 170 feet to point "X" of said building; thence Easterly along a south line 170 feet to point "Y" of said building; thence Southerly along a west line 113 feet to point "A" of said building.

Excel Secondary Plant No. 2 described as follows:

From point "B" of Excel Main Plant Easterly along a south building line 90 feet to point "A1" of said building; thence Southerly and on a perpendicular line between Main Plant No. 1 and Secondary Plant No. 2, 30 feet to point "B1" of Secondary Plant No. 2. Point "B1" of said exhibit will be the starting point of this building description; thence from point "B1" Southerly along a west line 35 feet to point "C1" of said building; thence Easterly along a south line 60 feet to point "D1" of said building; thence Southerly along a west line 90 feet to point "E1" of said building; thence Easterly along a south line 265 feet to point "F1" of said building; thence Northerly along an east line 20 feet to point "G1" of said building; thence Easterly along a south line 60 feet to point "H1" of said building; thence Northerly along an east line 55 feet to point "I1" of said building; thence Westerly along a north line 60 feet to point "J1" of said building; thence Northerly along an east line 50 feet to point "K1" of said building; thence from point "K1" Westerly along a north line 325 feet to point "B1" of said building.

(C) Part of the east half of Section 21, Township 26 South, Range 24 West and part of the west half of Section 22, Township 26 South, Range 24 West, Ford County, Kansas, referred to as Chaffin Industrial Park, more fully described as follows: Commencing at the southwest corner of the southeast quarter of Section 21, Township 26 South, Range 24 West, Ford County, Kansas; thence North 0 degrees 50 minutes East along the west boundary line of the southeast quarter of said Section 21 for 102.85 feet to a point of beginning, said point being at the intersection of the north right-of-way of the Atchinson, Topeka and Santa Fe Railway with the east right-of-way line of U.S. Hwy 56-283; thence continuing North 0 degrees 50 minutes East along the west boundary line of the southeast quarter of said Section 21 for 110.88 feet; thence North 31 degrees 57 minutes East along the east right-of-way line of said U.S. Hwy 50 for 4,378.95 feet; thence North 33 degrees 10 minutes East along the east right-of-way line of said U.S. Hwy 56-283 for 295 feet; thence Northeasterly along a curve to the right having a radius of 2,292.01 feet along the south right-of-way line of said U.S. Hwy 50 for 1,722.53 feet; thence South 0 degrees 38 minutes East for 3,594.2 feet to a point on the north right-of-way line to the Atchinson, Topeka and Santa Fe Railway; thence South 77 degrees 11 minutes West along the north right-of-way line of said Atchinson, Topeka and Santa Fe Railway for 2,510.63 feet; thence North 12 degrees 49 minutes West for 25 feet; thence South 77 degrees 11 minutes West for 15.6 feet; thence along a

curve to the left having a radius of 2,694.93 feet along the north right-of-way line of said Atchinson, Topeka and Santa Fe Railway for 1,722.6 feet to the point of beginning, containing 194.28 acres.

AND

Commencing at the southwest corner of the southeast quarter of Section 21, Township 26 South, Range 24 West, Ford County, Kansas;

thence East 90 degrees along the south boundary line of the southeast quarter of said Section 21 for 174.87 feet to a point of

beginning, said point being on the south right-of-way line of the

Atchinson, Topeka and Santa Fe Railway; thence continuing East 90 degrees along the south boundary line of the southeast quarter

of said Section 21 for 1,170.62 feet to a point on right-of-way; thence Northeasterly on a curve to the right having a radius of 8,594.42 feet along the center line of the abandoned Atchinson, Topeka and Santa Fe Railway right-of-way for 1,542.0 feet to a point on the east boundary line of the southeast quarter of said Section 21, said point being 883.0 feet North of the southeast corner of the southeast quarter of said Section 21; thence North 0 degrees 26 minutes East along the east boundary line of the southeast quarter of said Section 21 for 230.15 feet to a point on

the south right-of-way line of said Atchinson, Topeka and Santa Fe

Railway; thence South 77 degrees 11 minutes West along the south right-of-way line of said Atchinson, Topeka and Santa Fe Railway for 1,130.42 feet; thence South 12 degrees 49 minutes East for 25 feet; thence South 77 degrees 11 minutes West for 15.6 feet; thence along a curve to the left having a radius of 2,764.93 feet

along the south right-of-way line of said Atchinson, Topeka and Santa Fe Railway for 1,164.4 feet to the point of beginning, containing 25.63 acres.

Lot 7, Section 28, Township 26 South, Range 24 West, Ford County,

Kansas, except railroad right-of-way, more fully described as follows:

Commencing at the northwest corner of Lot 7, Section 28, Township

26 South, Range 24 West, Ford County, Kansas; thence East 90 degrees along the north boundary line of said Lot 7 for 134.33

feet to a point of beginning, said point being on the present south right-of-way line of the Atchinson, Topeka and Santa Fe Railway; thence continuing East 90 degrees along the north boundary line of said Lot 7 for 1,170.62 feet to a point on the centerline of an abandoned Atchinson, Topeka and Santa Fe Railway

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right-of-way; thence Southwesterly on a curve to the left having a radius of 8,594.42 feet along the centerline of said abandoned Atchinson, Topeka and Santa Fe Railway right-of-way for 395.1 feet to a point on the south boundary line of said Lot 7; thence North 89 degrees 56 minutes West along the south boundary line of said Lot 7 for 1,043.7 feet to the southwest corner of said Lot 7; thence North 0 degrees 50 minutes East along the west boundary line of said Lot 7 for 59.7 feet to a point on the present south right-of-way of the Atchinson, Topeka and Santa Fe Railway; thence Northeasterly along a curve to the right, having a radius of 2,964.93 feet for 263.5 feet to the point of beginning, containing 6.63 acres, more or less.

(D) A tract of land located in the southwest quarter of Section 33, Township 26 South, Range 24 West of the 6th P.M., Ford County, Kansas, referred to as Millard Warehouse, more fully described as follows:

Beginning at the southwest corner of the southwest quarter of Section 33, Township 26 South, Range 24 West of the 6th P.M., Ford County, Kansas; thence North 0 degrees 15 minutes 38 seconds West along the west line of the southwest quarter of said Section 33 for 600 feet; thence North 89 degrees 44 minutes 22 seconds East at right angles to the west line of the southwest quarter of said Section 33 for 350 feet; thence South 0 degrees 15 minutes 38 seconds East parallel with the west line of the southwest quarter of said Section 33 for 605.84 feet; thence North 89 degrees 18 minutes 15 seconds West for 350.05 feet to the point of beginning; containing 211,022 square feet or 4.84 acres, more or less.

(E) A tract of land being part of Sections 20, 21, 28 and 29, Township 26 South, Range 24 West of the 6th P.M., Ford County, Kansas, referred to as the Dodge City Municipal Airport, more fully described as follows:
Commencing at the northeast corner of Section 29; thence South 0 degrees 12 minutes 04 seconds West along the east line of Section 29 for 894.76 feet to the point of beginning; thence continuing South 0 degrees 12 minutes 04 seconds West along said east line of Section 29 for 1,060.53 feet; thence South 26 degrees 10 minutes 18 seconds East, parallel with and 750 feet

easterly of the centerline of Runway 14-32 to the northerly right-of-way line of US Highway 56-283; thence Westerly along said northerly right-of-way line of US Highway 56-283 to a point on the west line of the east half of Section 29; thence North 0 degrees 00 minutes 41 seconds West along said west line of the east half of Section 29 to the North Quarter Corner of Section 29; thence North 0 degrees 14 minutes 05 seconds West along the west line of the Southeast quarter of Section 20 for 28 feet; thence North 29 degrees 10 minutes 18 seconds West parallel with and 750 feet westerly of the centerline of Runway 14-32 for 2,928.26 feet to a point on the north line of the southwest Quarter of Section 20; thence South 89 degrees 15 minutes 43 seconds East along said north line of the southwest quarter of Section 20 for 279.5 feet; thence North 26 degrees 10 minutes 18 seconds West for 1,228.08 feet; thence North 63 degrees 49 minutes 42 seconds East for 300 feet; thence North 26 degrees 10 minutes 18 seconds West for 500 feet; thence North 63 degrees 49 minutes 42 seconds East for 150 feet; thence North 26 degrees 10 minutes 18 seconds West for 961.60 feet to the south right-of-way line of US Highway 50; thence South 89 degrees 16 minutes 23 seconds East along said south right-of-way line of US Highway 50 for 112.13 feet; thence South 26 degrees 10 minutes 18 seconds East for 910.87 feet; thence North 63 degrees 49 minutes 42 seconds East for 150 feet; thence South 26 degrees 10 minutes 18 seconds East for 500 feet; thence North 63 degrees 49 minutes 42 seconds East for 300 feet; thence South 26 degrees 10 minutes 18 seconds East for 900 feet; thence North 63 degrees 49 minutes 42 seconds East for 100 feet; thence South 26 degrees 10 minutes 18 seconds East, parallel with and 600 feet easterly of the centerline of Runway 14-32 for 2,361.81 feet; thence South 89 degrees 03 minutes 34 seconds East for 1,785.95 feet to a point on the east line of Section 20; thence South 89 degrees 06 minutes 17 seconds East parallel to the south line of Section 21 for 700 feet; thence South 57 degrees 39 minutes 37 seconds East for 464.77 feet; thence South 32 degrees 20 minutes 23 seconds West for 719.66 feet; thence South 0 degrees 30 minutes 56 seconds East parallel to the west line of Section 21 for 462.45 feet to a point on the south line of said Section 21; thence South 0 degrees 12 minutes 04 seconds West parallel to the west line of Section 28 for 254.76 feet; thence South 89 degrees 06 minutes 17 seconds East parallel to the north line of said Section 28 for 457 feet; thence South parallel to said west line of Section 28 for 640 feet; thence west parallel to said north line of Section 28 for 1,157 feet to the point of beginning.

(F) A tract of land being part of Sections 21 and 28, Township 26 South, Range 25 West of the 6th P.M. Ford County, Kansas, referred to as Casino and Event Center, more fully described as follows:

Commencing at the northeast corner of the Southeast Quarter of said Section 21; thence on an assumed bearing of North 89 degrees 39 minutes 54 seconds West along the north line of the

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Southeast Quarter of said Section 21 for a distance of 222.21 feet to the Northwesterly right of way line of U.S. Highway 50; thence South 34 degrees 50 minutes 32 seconds West along said right of way for a distance of 402.92 feet to the Point of Beginning; thence South 26 degrees 58 minutes 43 seconds East along said right of way line for a distance of 158.82 feet; thence South 34 degrees 50 minutes 32 seconds West along said right of way line for a distance of 6,241 feet more or less, to the Northeast corner of a tract recorded in the Ford County Register of Deeds, Book 176, page 274; thence West along the North line of two tracts described in the Ford County Register of Deeds Book 176, page 274 and Book 188, page 563, a distance of 807.95 to a point on the East line of a tract described in Ford County Register of Deeds, Book 151, page 233; thence North along the east line of and the projection thereof of said tract a distance of 749.23 feet; thence West a distance of 539.03 to the West line of said section 28, said point being 440 feet north of the West Quarter corner of said section 28; thence North along the west line of said Section 28 a distance of 1,784.58 feet; thence East parallel to the north line of said Section 28 a distance of 417.59 feet; thence North parallel to the west line of said Section 28 a distance of 417.42 to the north line thereof; thence West along the north line of said Section 28 to the northwest corner thereof; thence North along the west line of Section 21 to the West Quarter corner of said Section 21; thence South 89 degrees 39 minutes 54 seconds East along the east-west half section line of said Section 21 to a point 1,332.5 feet west of the East Quarter corner of said Section 21; thence South 0 degrees 20 minutes 06 seconds West a distance of 80 feet; thence South 55 degrees 09 minutes 28 seconds East a distance of 869.61; thence North 34 degrees 50 minutes 32 seconds East a distance of 292.00 feet to the point of beginning.

Said tract of land is considered contiguous with the City of Dodge City via right of way U.S. Highway 50 and Matt Down Road.

Adopted by the Governing Body of the City of Dodge City

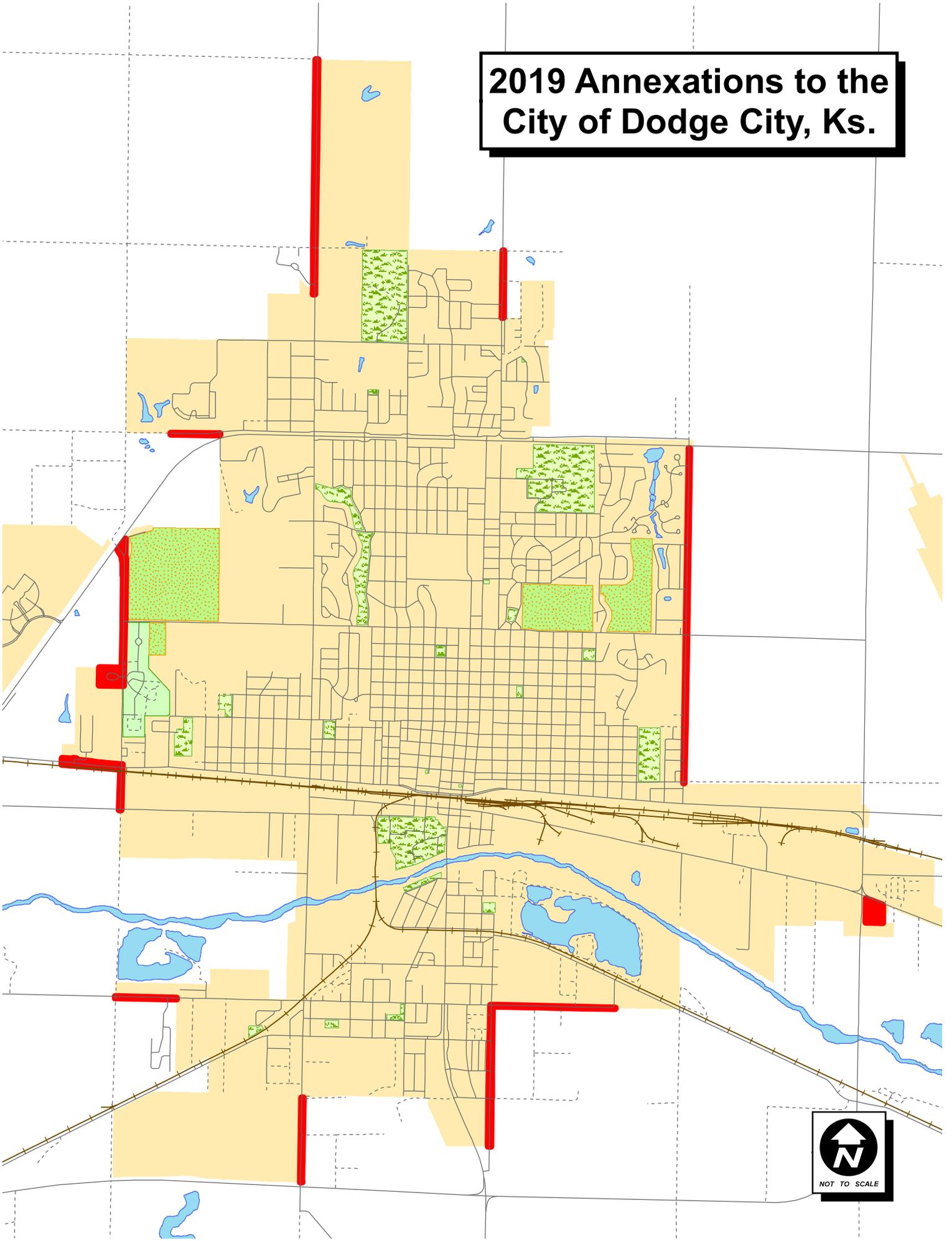
This ___ day of _____, 2019.

Brian Delzeit, Mayor

ATTEST:

Connie Marquez, City Clerk

2019 Annexations to the City of Dodge City, Ks.



Memorandum

To: Cherise Tieben, City Manager &
City Commissioners
From: Ernestor De La Rosa
Assistant City Manager
Date: November 18, 2019
Subject: Employment Agreement
Agenda Item: New Business

Recommendation: The City's Human Resources Office (HR) recommends approval of the City Manager Employment Agreement which will become effective June 1, 2020.

Background: After 30 years of service with the City of Dodge City, Cherise Tieben, City Manager formally advised the City Commission of her retirement effective mid-June to July of 2020. In July 2019, the City Commission instructed the City's HR Office to commence the search for the next City Manager. On August 1, 2019, HR started advertising at the local, regional and national level for this position and began taking applications. The application deadline was October 1, 2019. HR received a total of eleven applications and three qualified applicants were interviewed and a finalist was selected by the City Commission.

Justification: The City is in need of a qualified individual to perform and fulfill the duties of City Manager as set forth in the State statutes, City Charter, Code of Ordinances and Commission directives. The candidate selected meets all the requirements for this position, which includes the education, training and experience in local government management.

Financial Considerations: See Employment Agreement.

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

Legal Considerations: The current City Manager and City Attorney negotiated, reviewed and approved the agreement which will be provided to you at the meeting.

Attachments: Employment Agreement.

Memorandum

*To: City Manager
City Commissioners*
From: Ryan Reid
Date: November 7th, 2019
Subject: Lincoln School Demolition
Agenda Item: New Business

Recommendation: We opened bids October 10th for the Lincoln School Demolition Project. Staff recommends we accept the bid from G&G Dozer for \$190,400.

Background: This property has structural issues and has become a source of issues for Police and Law Enforcement over time. Additionally the demolition will allow the 7th and Spruce street construction project to take place.

Justification: G&G Dozer has done good work for the City in the past. Their bid was not the lowest but includes everything we need whereas the lowest bid would have add-on change orders that Staff believes would drive the cost upwards.

G&G Dozer will save us a quantity of bricks to sell for interested parties as mementos and we will also recover the limestone header on the outside of the building on the South East end that says Lincoln School. They will also handle fill dirt.

G&G Dozer indicates that they can do the job in thirty (30) days.

Financial Considerations:

This was not budgeted but is part of the 7th and Spruce Street project. The 6th and Soule project funds are being reallocated for this project.

Attachments: Bid tab

Lincoln School Demo Bids

Bids opened: 2019 10 24

<u>Vendor</u>	<u>Total</u>	<u>Notes</u>
Mammoth Materials	\$417,720	
G&G Dozer	\$190,400	*maximum price*
Complete Demo Services	\$234,840	
Dale Bros	\$170,900	More complete but will have add/change orders
Dale Bros	\$132,500	Bid 2-not complete
AD Demo	\$288,000	



Lincoln School Property

CFAB

PO Box 880 □ Dodge City KS 67801 □ Phone: 620/225-8100 □ Fax: 620/225-8144

Memorandum:

To: Joint City of Dodge City and Ford County Commissions

From: Assistant City Manager/Public Affairs Melissa McCoy

Date: November 18, 2019

Subject: *CFAB Recommendations for 2020 CFAB Organizational Funding*

Recommendation: CFAB recommends approval of \$110,000 for 2020 CFAB Organizational Funding Requests.

Background:

City staff received six grant applications for CFAB Organizational Funding totaling **\$142,982.83**. The amount of available funding is \$110,000.00.

2020 CFAB Organizational Funding Requests

- Dodge City Area Arts Council:\$7,990.00
- Dodge City Roundup:\$64,690.00
- Dodge City Trail of Fame: \$17,680.00
- Ford County Historical Society: \$19,825.00
- Kansas Teachers Hall of Fame: \$9,977.83
- Young Guns Youth Rodeo: \$22,820.00

Total Requests: \$142,982.83

Total Funding Available: \$110,000.00

Detailed Description of CFAB Recommendations for Organizational Funding

1. \$7,990.00-Dodge City Area Arts Council- (\$3,350.00) Utilities and (\$4640.00) Insurance
2. \$64,690.00- Roundup Rodeo-(\$6,690.02) Handrails for Grandstands, (\$ 20,000.00) Contestant Payout, (\$38,000) Ticket Building
3. \$17,680-Dodge City Trail of Fame-(\$12,000) Contract Labor Charlie Meade, (\$3,840) Trail of Fame Medallions George Hoover and Bill Tilghman, (\$240) Business Cards, (\$1600), Rack cards/maps.
4. \$19,825- Ford Co. Historical Society- (\$6,400.00) Operations, (\$13,425.00)Bat Masterson Statue
5. \$22,820 -Young Guns- (\$22,820.00) Operations for Expo rent, sound system, Secretary, Judges, EMT, Timers, Insurance, Announcer, Office Supplies and Copies–City would pay Expo Center directly for Expo Operations
6. \$9,977.83.-Kansas Teachers Hall of Fame- (\$6,619.91), Utilities, (\$2,955.20) Insurance, (\$402.72) Security.

CFAB Recommendations for 2020 Organizational Funding:

Applicant: Dodge City Arts Council

Requested Grant Amount: \$7,990.00

Recommended funding: \$7,990.00

Matching Funds: \$1,998.00

Total Project Cost: \$9980.00

Proposed Project:

- \$4,640.00 Insurance(\$3,350.00)
- \$3,350.00 Utilities

Applicant: Dodge City Roundup

Requested Grant Amount: \$64,690.02

Recommended Funding: \$36,690.00

Matching Funds: \$183,700.00

Total Project Cost: \$248,390.02

Proposed Projects:

- \$30,000.00 Contestant Payout
- \$6,690.02 Stadium Handrails

Applicant: Dodge City Trail of Fame

Requested Grant Amount: \$17,680.00

Recommended Funding: \$17,080.00

Matching Funds: \$4,420.00

Total Project Cost: \$22,100.00

Proposed Projects:

- \$15,000.00 Contract Labor for Special Deputy US Marshal Charlie Meade
- \$3,840.00 Trail of Fame Medallions for George Hoover and Bill Tilghman
- \$240 Business Cards
- \$1000 Rack Cards/Maps

Applicant: Kansas Teacher Hall of Fame

Requested Grant Amount: \$ 9,977.83

Recommended Funding: \$9,977.00

Matching Funds: \$ 2,495.00

Total Project Cost: \$ 12,472.00

Proposed Projects:

- \$ 6,617.00 Utilities
- \$2,955.20 Insurance
- \$402.72 Security

Applicant: Ford County Historical Society

Requested Grant Amount: \$19,825.00

Recommended Funding: \$19,825.00

Matching Funds: \$ 4,956.25

Total Project Cost: \$24,781.00

Proposed Projects:

- \$ 6,400.00 Operations
- \$ 13,425.00 Bat Masterson Statue

Applicant: Young Guns Association

Requested Grant Amount: \$ 22,820.00

Recommended Funding: \$18,438.00

Matching Funds: \$ 5,705.00

Total Project Cost: \$28,525.00

Proposed Projects:

- \$22,820-Operations (Costs below is for a total of 5 weekends for 10 youth events)
 - \$2,200.00 Building Rent
 - \$600.00 Sound System
 - \$6,720.00 Secretary
 - \$6,000.00 Judges
 - \$500.00 Insurance
 - \$1,200.00 EMT
 - \$1,200.00 Timers

Justification:

The CFAB recommendations are based on the amount of funding available and priorities for each of the applicants.

Financial Considerations:

The total available funds for 2020 Organizational Funding is \$710,000. The City and County recommend as a priority per the Inter-local agreement an amount not to exceed \$600,000 for funding costs and expenses of the County owned Expo Center and the City owned Santa Fe Depot or other Master Tourism implementation projects. This total amount shall be allocated one-half to the County and one-half to the City.

In addition, any Kansas not-for-profit, tax exempt corporation, organization with its principal offices located in Ford County and the principal function of which is to promote and or/preserve the western heritage of Dodge City and Ford County, the promotion of tourism and attracting visitors and conventions to the area through the construction and/or maintenance of public facilities and or conducting public activities may submit a request for the remaining funds in the Organizational Funding account. The total amount of funding requests from these organizations for 2020 is **\$142,982.83** and the total amount of funds available is \$110,000. Based on the funds available and funds requested, CFAB recommends funding the full amount of the requests.

Legal Considerations: This recommendation meets the criteria set forth per the Inter-local Agreement.

Memorandum

*To: City Manager
City Commissioners*

*From: Tanner Rutschman, P.E.
City Engineer*

Date: November 18th, 2019

*Subject: First Avenue Parking Lot,
CA 1905*

Agenda Item: New Business

Recommendation: Approve the bid from Building Solutions, LLC for the construction of the First Avenue Parking Lot project. They were the low bidder on the project with a total bid of \$87,097.50. This bid is comfortably under the Engineer's Estimate of \$119,034.50.

Background: The City has been considering different options for additional parking for the Police Department and other City employees for some time. The proposed parking lot on First Ave. became the leading candidate in regards to cost and number of additional spaces with the First Presbyterian Church donating two adjoining lots to the CHAD program for housing. The two lots that the Church donated to CHAD will be swapped out with two lots owned by the City on the opposite side of the street to make this project possible. The Church has given approval of the end use of their former property. This project will provide an additional 25 parking stalls.

Justification: Parking is very limited for the Police Department and City Hall. The construction of this parking lot will fulfill a vital need for these facilities. This is also the best option in regards to cost and location.

Financial Considerations: This project will be funded through the Police Department's budget.

Purpose/Mission: The completion of this project would align with the City's core value of ongoing improvement.

Legal Considerations: By approving the bid from Building Solutions, LLC the City will enter into a contract with Building Solutions, LLC and be responsible to make payments to Building Solutions, LLC.

Attachments: Bid Tabulation which includes the lone bidder for the project along with the Engineer's Estimate

Memorandum

To: City Commissioners
From: Cherise Tieben
Date: November 12, 2019
Subject: City Attorney
Agenda Item: 2020 City Attorney Services Agreement

Recommendation: Staff recommends the approval of the Professional Services Agreement with Brad Ralph to continue his service as City Attorney in 2020.

Background: As you are aware, due to the STAR Bond projects, there has been a significant amount of legal work the last five years. As planned, when Brad Ralph came on as City Attorney 5 years ago, he is stepping back into private practice. However, staff and Brad Ralph wish to continue having Brad serve as City Attorney contractually instead of through an employment agreement.

Justification: At this time, we anticipate at minimum a need for 880 hours of service. Therefore, the agreement is written to space that out over a 12 month period with an estimated 5 hours per week during the legislative season and 25 hours per week during the rest of the year for a contracted amount of ninety-six thousand dollars (\$96,000). If additional time is needed or if additional time outside of Brad's availability is needed, we can approve a substitute attorney that Brad recommends at a rate of \$150 per hour. Brad will continue to join our meetings year around at minimum by phone or through the live feed.

Financial Considerations: The agreement will be spread out over 12 monthly installments of \$8,000 per month.

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

Legal Considerations: None at this time.

Attachments: Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 18th day of November, 2019, by and between

THE CITY OF DODGE CITY, KANSAS

A municipal corporation herein referred to as "The City", and Bradley C. Ralph, P.A., herein referred to as "the Firm".

PURPOSE: The purpose of this Agreement is to set out the scope of legal services to be provided by the Firm, and to provide a basis for compensation for such legal services.

1. Scope of Professional Services. The Firm shall:

- a) be available to represent the City in its ongoing legal matters including consultation as described below. The Firm will be available by email and telephone consultation during the legislative session which is normally anticipated to occur from January through May of each calendar year. The Firm will also be available for Commission meeting attendance during the legislative session by either audio and/or video conferencing. It is anticipated that these services will encompass no more than five (5) hours during each calendar week during the legislative session. Should additional services be necessary during the legislative session, the Firm will provide those services to the City at the rate of \$150 per

hour for work actually performed in excess of the five (5) hours. Such services will be performed by the Firm or an attorney contracted with the Firm and approved by the City.

Outside of the legislative session, the Firm will provide a minimum of twenty (20) hours of legal services per week on average (with a maximum of twenty-five (25) hours). The Firm will be on-site at City Hall at least three (3) days per week on average outside of the legislative session. Should the need arise for additional legal services beyond those referenced above, the City Manager and the Firm will confer to reach agreement for the provision of such legal services at an appropriate and reasonable hourly rate and duration.

- b) perform any and all other duties as may be required on said position by the City Code, State or Federal Statutes or Regulations;
- c) be responsible to provide legal coverage for any times that the Firm is unavailable for any reason;
- d) remain in good standing as duly licensed attorney authorized to practice law in the State of Kansas.

2. Facilities. The City shall provide an office located at City Hall for the Firm to conduct the services required by the Agreement. In addition, the City will provide such clerical services and stationary supplies as may be necessary..

3. Reference Support. The City will provide to the City Attorney access to a set of Kansas Statutes. In addition, the City will provide other reference books as deemed necessary and appropriate by the City Attorney; subject, however, to the prior approval of the City Manager.

4. Compensation. As payment for the professional services to be provided to the City by the City Attorney, said City Attorney shall be compensated as follows:

a) The City shall pay the annual amount of Ninety-six Thousand Dollars (\$96,000.00) for the professional services rendered by the City Attorney payable in twelve (12) equal monthly installments commencing January 1, 2020.

b) The parties specifically acknowledge that this is a Professional Services Agreement, whereby professional services are to be provided by the City Attorney as an independent contractor and as such other provisions of the benefit package extended to regular full-time employees, including but not limited to KPERs Retirement Benefit Plans and City health insurance are not extended to the City Attorney.

5. Conflict of Interest. Nothing contained herein shall prevent the City Attorney from engaging in the private practice of law during the term of this Agreement so long as such does not interfere with or diminish the City Attorney's ability to properly and timely perform the duties described herein; provided, however, the City

Attorney agrees not to accept business which would place the City Attorney in a conflict of interest with the City or his duties as City Attorney. More specifically, the City Attorney agrees that he will conduct himself, both professionally and personally, in such a manner so as to uphold the ethical and moral standards incumbent upon the City Attorney position and Bar Association in the State of Kansas.

6. Expenses. The City will reimburse the Firm on a monthly basis for actual out-of-pocket expenses incurred in providing legal services to the City including, but not necessarily limited to travel expenses, and City attorney stationery expenses. No such expenses will be incurred without prior approval of the City Manager. The Firm will be responsible for continuing legal education expenses. The City will pay for one (1) membership in the City Attorney Association of Kansas. The Firm will be responsible for any other professional association memberships.

7. Term. This agreement shall be for an initial term of one (1) year from and after January 1, 2020. This Agreement will automatically renew for additional one (1) year terms thereafter absent written notice from either party to the contrary at least one hundred twenty (120) days prior to expiration at the initial term or any extended term.

This Agreement shall constitute the entire Agreement between the City and the City Attorney. This Agreement shall be binding upon the parties hereto and the duties and responsibilities hereunder may not be assigned by the City Attorney

to any other person. If any provision or any portion hereof shall be held to be unconstitutional, invalid, or unenforceable by a Court of competent jurisdiction, such provision shall be severed from this Agreement and the remainder of the Agreement shall remain in force. This agreement shall be interpreted and governed by the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties to this Agreement has affixed their signatures effective the date first above written.

CITY ATTORNEY

CITY OF DODGE CITY

By: _____
Bradley C. Ralph, P.A.

By: _____
Brian Delzeit, Mayor

Memorandum

To: City Commissioners
From: Cherise Tieben
Date: November 13, 2019
Subject: Biogas Sales Execution Policy
Agenda Item: Policy

Recommendation: Staff recommends the approval of the BioGas Sales Execution policy.

Background: The staff has visited multiple times with the Commission about the sale of the Rins generated by the biogas project. Due to the need to sell when the market dictates, it seems appropriate to develop a policy for the Commission to approve regarding how we should sell the Rins.

Justification: The need to act quickly prohibits the practicality of asking the Commission's approval for the sale of these Rins when we are heavily relying on our consultants to make recommendations to us in this matter. Therefore, we felt a policy establishing the authority to sell the Rins and the process to do so would provide more transparency to the action.

Financial Considerations: None at this time. However, the policy is to allow staff to act rapidly as the market ebbs and flows.

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

Legal Considerations: None at this time.

Attachments: Biogas Sales Execution policy

ADMINISTRATIVE POLICY

NAME OF POLICY: BIOGAS SALES EXECUTION
DATE OF ADOPTION: November 18, 2019
DEPARTMENTS INVOLVED: Various Departments

Upon the recommendation of the Biogas Optimization consultant (Kinect Energy), the City Manager, in consultation with the City Engineer and the City Finance Director, will have the authority to execute sales of both “brown gas” and/or RINs (marketable Renewable Identification Numbers). Any such sales shall be reported to the City Commission at the next regularly scheduled City Commission meeting following the decision to execute such sale.

A policy statement providing for a longer term, consistent marketing strategy will be proposed and implemented at such time as the City, in consultation with its marketing team, determines that the RIN market has reached a point of stabilization justifying such a policy.

DATE OF LAST REVISION: _____ N/A _____