

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

Monday, July 18, 2022

7:00 p.m.

MEETING #5217

Public is welcome although seats are limited for social distancing; or you can view as follows:

1. Watch live on our Facebook page at www.facebook.com/cityofdodgecity

2. Or watch it on our Vimeo page at www.vimeo.com/cityofdodgecity.

The meeting will be archived on both sites to be viewed after the live video has ended.

CALL TO ORDER

ROLL CALL

INVOCATION BY Pastor Ada Bogart

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PETITIONS & PROCLAMATIONS

National Day of the Cowboy

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

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, July 5, 2022.
2. Approval of Special City Commission Meeting, July 8, 2022.
3. Appropriation Ordinance No.14, July 18, 2022.
4. Cereal Malt Beverage License:
 - a. Dodge House Restaurant, 2408 W. Wyatt Earp Blvd.

ORDINANCES & RESOLUTIONS

Ordinance No. 3776: An Ordinance Authorizing and Providing for the Issuance of General Obligation Bonds, Series 2022-A, 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 Nicole May, Finance Director.

Resolution No. 2022-28: A Resolution Prescribing the Form and Details of and Authorizing and Directing the Sale and Delivery of General Obligation Bonds, Series 2022-A, of the City of Dodge City, Kansas, Previously Authorized by Ordinance No. 3776 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 Nicole May, Finance Director.

Resolution No. 2022-29: A Resolution Authorizing and Directing the Issuance, Sale and Delivery of General Obligation Temporary Notes, Series 2022-1. 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 Nicole May, Finance Director.

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of the Community Development Block Grant Environmental Review Statutory Checklist. Report by Angie Gonzalez, Housing and Special Projects Coordinator.
2. Approval of Iron Flats, Phase 1 Plat. Report by Nathan Littrell, Planning and Zoning Administrator.
3. Notice of Revenue Neutral Rate Intent. Report by Nicole May, Finance Director.

OTHER BUSINESS

STAFF REPORTS

EXECUTIVE SESSION

Preliminary Discussion Related to the Acquisition of Real Property

ADJOURNMENT

NATIONAL DAY OF THE
COWBOY

PROCLAMATION

Whereas pioneering men and women, recognized as cowboys, helped establish the American West;

Whereas that cowboy spirit continues to infuse this country with its solid character, sound family values, and good common sense;

Whereas the cowboy embodies honesty, integrity, courage, compassion, respect, a strong work ethic, and patriotism;

Whereas approximately 800,000 ranchers are conducting business in all 50 States and are contributing to the economic well being of nearly every county in the Nation making the cowboy an excellent steward of the land and its creatures; and

Whereas the cowboy is an American icon; cowboy traditions have long been part of the American landscape and culture and today's cowboys and cowgirls continue to strive to preserve and perpetuate this unique element of American heritage; and

Whereas to recognize the American cowboy is to acknowledge the ongoing commitment of the United States to an esteemed and enduring code of conduct; and

Whereas the ongoing contributions made by cowboys to their communities should be recognized and encouraged:

Now, therefore, be it resolved, that Dodge City and Ford County supports the Senate of the United States in their quest to designate and celebrate the 4th Saturday in July each year, and this year designates July 23, 2022, as

National Day of the Cowboy

and encourages the people of Dodge City, Ford County, and the United States to observe the day with appropriate ceremonies and activities.

IN WITNESS THEREOF, I have hereunto set my hand this 18th day of July 2022.

Kent Smoll, Mayor

Attest:

Connie Marquez, City Clerk

CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

Tuesday, July 5, 2022

7:00 p.m.

MEETING #5215

Public is welcome although seats are limited for social distancing; or you can view as follows:

1. Watch live on our Facebook page at www.facebook.com/cityofdodgecity

2. Or watch it on our Vimeo page at www.vimeo.com/cityofdodgecity.

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CALL TO ORDER

ROLL CALL Mayor Kent Smoll, Commissioners Michael Burns, Rick Sowers, Chuck Taylor, Joseph Nuci present.

INVOCATION by

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

Mayor Kent Smoll opened the public hearing on the issuance of industrial revenue bonds for Hilmar Cheese. Nicole May, Finance Director talked about the changes for the revenue bonds that will be made. There were no public comments. Mayor Smoll closed the public hearing.

APPROVAL OF AGENDA

Commissioner Joseph Nuci made a motion to approve the agenda as presented. Commissioner Michael Burns seconded the motion. The motion carried 5 - 0.

PETITIONS & PROCLAMATIONS

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

Mike Benzel and Jeff Miller members of the Christian Motorcycle Association spoke about the state rally that will be held here in Dodge City in July of 2023 and for the next three years after. They are expecting 300- 400 people from Oklahoma, Colorado and Kansas. They welcome the public to come out to the event that will be held at the Hoover Pavilion in Wright Park.

CONSENT CALENDAR

1. Approval of Work Session Minutes, June 20, 2022.
2. Approval of City Commission Meeting Minutes, June 20, 2022.
3. Appropriation Ordinance No.13, July 5, 2022.
4. Cereal Malt Beverage License:
 - a. El Charro of DC LLC, 1209 W. Wyatt Earp Blvd.
5. Change Order #1, 2nd Avenue Bridge & RCB Repairs.
6. Approval of appointments to fill vacancies on the Dodge City Public Library Board.

Commissioner Michael Burns moved to approve the agenda with the amended minutes.
Commissioner Chuck Taylor seconded the motion. The motion carried 5 - 0.

ORDINANCES & RESOLUTIONS

Ordinance No. 3775: An Ordinance designating Dodge City Days as a special event was approved on a motion by Commissioner Kent Smoll. Commissioner Rick Sowers seconded the motion. The motion carried 5 – 0.

Resolution 2022-26: A Resolution of the governing body of the City of Dodge City, Kansas amending Resolution No. 2021-28 determining the advisability of issuing industrial revenue bonds for the purpose of financing the acquisition, construction and equipping of a commercial facility to be located in the city; and authorizing execution of related documents was approved on a motion by Commissioner Michael Burns. Commissioner Joseph Nuci seconded the motion. The motion carried 5 – 0.

Resolution 2022-27: A Resolution of the governing body of the City of Dodge City, Kansas amending Resolution No. 2021-28 determining the advisability of issuing industrial revenue bonds for the purpose of financing the acquisition, construction and equipping of a commercial facility to be located in the city; and authorizing execution of related documents was approved on a motion by Commissioner Rick Sowers. Commissioner Michael Burns seconded the motion. The motion carried 5 – 0.

UNFINISHED BUSINESS

Ordinance No. 3773: An Ordinance authorizing Sunday Sales of alcoholic liquor and cereal malt beverage in the original package within the City of Dodge City, Kansas was approved on a motion by Commissioner Rick Sowers. Commissioner Joseph Nuci seconded the motion. The motion carried 4 – 0 with Commissioner Chuck Taylor voting no.

NEW BUSINESS**OTHER BUSINESS**

STAFF REPORTS

EXECUTIVE SESSION

At 7:35 pm Commissioner Rick Sowers moved that the city commission move into executive session pursuant to the preliminary discussions relating to the acquisition of real property exception found in K.S.A. 75-4319(b)(6). The justification for closing the meeting is to protect the city’s position and negotiations and to discuss legal advice from counsel regarding Kansas Statutes and potential agreements. The open meeting will resume in the City Commission Chambers in 30 minutes at 8:05 pm. The Commission may take action upon returning to open session and prior to adjournment. Those who will be included are City Commissioners, City Manager, Nick Hernandez and City Attorney, Brad Ralph, Finance Director, Nicole May, Engineer, Ray Slattery and Public Works Director, Corey Keller. Commissioner Chuck Taylor seconded the motion. The motion carried 5 - 0. At 8:05 pm Commissioner Rick Sowers made a motion to extend the executive session for 15 minutes to 8:20 pm. Commissioner Joseph Nuci seconded the motion. The motion carried 5 – 0. At 8:20 pm Commissioner Sowers extended the session for 15 more minutes to 8:35 pm. Commissioner Taylor seconded the motion. At 8:35 Commissioner Sowers made a motion to extend for 10 more minutes to 8:45 pm, Commissioner Nuci seconded the motion. The motion carried 5 – 0.

Meeting reconvened at 8:45 pm.

ADJOURNMENT

Commissioner Rick Sowers moved to adjourn the meeting. Commissioner Joseph Nuci seconded the motion. The motion carried 5 - 0.

ATTEST:

Mayor

City Clerk

SPECIAL CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

Friday, July 8, 2022

7:30 a.m.

Meeting #5216

Public is welcome although seats are limited for social distancing; or you can view as follows:

1. Watch live on our Facebook page at www.facebook.com/cityofdodgecity
2. Or watch it on our Vimeo page at www.vimeo.com/cityofdodgecity.

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CALL OR ORDER

ROLL CALL: Mayor Kent Smoll, Commissioners Michael Burns, Rick Sowers, Joseph Nuci present, Chuck Taylor via telephone.

NEW BUSINESS

Commissioner Michael Burns moved to approve the immediate request for payment of \$30,000 to (DCRP) CDR Racing Promotions. Commissioner Rick Sowers seconded the motion. The motion carried 4 – 0 with Commissioner Joseph Nuci voting no.

ADJOURNMENT

Commissioner Rick Sowers moved to adjourn the meeting. Commissioner Michael Burns seconded the motion. The motion carried 5 - 0.

ATTEST:

Mayor

City Clerk



Memorandum

To: Nick Hernandez, City Manager and City Commissioners

From: Nicole May, Finance Director

Date: July 13, 2022

Subject: Ordinance No. 3776 and Resolution No. 2022-28

Agenda Item: Ordinances and Resolutions

Purpose: Issuance of this debit is necessary to fund street improvement projects and fund the infrastructure for Wagon Wheel III.

Recommendation: I recommend the City Commission approve Ordinance No. 3776 and Resolution No. 2022-28.

Background: Ordinance No. 3776 authorizes and provides for the issuance of General Obligation Bonds, Series 2022-A, providing for the levy and collection of an annual tax for the purpose of paying the principal and interest on said bonds.

The City has previously taken action to fund several street improvements including: Residential asphalt maintenance, Iron Rd. 6th Ave. to 14th Ave. construction and street lights, Trail St. widening and improvements – right of way acquisition, realignment of 6th and 7th Ave construction and street lights, 6th Ave. and Soule St. intersection improvements design, levee certification improvements, and Green Hills O’Ford drainage.

By approving Ordinance No. 3776, the City Commission will authorize the issuance of General Obligation Bonds, Series 2022-A, of the City in the principal amount of approximately \$9,179,137 to pay the costs of the improvements.

This bond issue is a public bond sale. It has been advertised in the Kansas Register and Dodge City Daily Globe. A tabulation of the binds will be available upon request.

Resolution 2022-28 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.

City Commission Options:

1. Approve Ordinance No. 3776 and Resolution No. 2022-28
2. Disapprove Ordinance No. 3776 and Resolution No. 2022-28
3. Table for further discussion

Financial Considerations:

Amount \$: 9,179,137

Fund: Dept: Expense Code:

__ Budgeted Expense __ Grant X Bonds __ Other

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.

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

Attachments: Ordinance No. 3776 and Resolution No. 2022-28

Approved for the Agenda by:

A handwritten signature in black ink that reads "Nicole May". The signature is written in a cursive, flowing style.

Nicole May, Finance Director

ORDINANCE NO. 3776

OF

THE CITY OF DODGE CITY, KANSAS

PASSED

JULY 18, 2022

**GENERAL OBLIGATION BONDS
SERIES 2022-A**

ORDINANCE NO. 3776

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2022-A, 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, pursuant to the laws of the State of Kansas applicable thereto, by proceedings duly had, the City Commission of the City (the “Governing Body”) has authorized and 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>Financed Amount*</u>
Wagon Wheel Addition Unit 3 – Internal improvements	2020-14	12-6a01 <i>et seq.</i>	\$1,369,136.88
2022 Streets and Public Works Improvements	2022-18	13-1024a/Charter 41	<u>7,810,000.00</u>
Total:			<u>\$9,179,136.88</u>

* Plus associated costs of issuance

WHEREAS, the Governing Body is authorized by law to issue general obligation bonds of the City to pay the costs of the Improvements; and none of such general obligation bonds heretofore authorized have been issued and the City proposes to issue \$9,305,000* of its general obligation bonds[, together with bid premium thereon,] to pay the costs of the Improvements; and

WHEREAS, the Governing Body has advertised the sale of the Bonds in accordance with the law and at a meeting held in the City on this date awarded the sale of such Bonds to the best bidder.

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

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

“**Act**” means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq.*, K.S.A. 12-6a01 *et seq.*, and K.S.A. 13-1024a, as amended by Charter Ordinance No. 41, all as amended and supplemented from time to time.

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

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

“Bonds” means the City's General Obligation Bonds, Series 2022-A, dated August 25, 2022, authorized by this Ordinance.

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

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

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

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

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

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

“Refunded Notes” means the Series 2020-1 Notes maturing in the year 2022 in the aggregate principal amount of \$1,285,000.

“Series 2020-1 Notes” means the City's General Obligation Temporary Notes, Series 2020-1, dated August 13, 2020.

“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 General Obligation Bonds, Series 2022-A, of the City in the principal amount of \$9,305,000*, for the purpose of providing funds to: (a) pay the costs of the Improvements; (b) pay costs of issuance of the Bonds; and (c) retire the Refunded Notes.

Section 3. Security for the Bonds. The Bonds shall be general obligations of the City payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of the Improvements and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The balance of the principal and interest on the Bonds is payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 4. Terms, Details and Conditions of the Bonds. The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued and delivered in the manner prescribed and

subject to the provisions, covenants and agreements set forth in the Bond Resolution hereafter adopted by the Governing Body.

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

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

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

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

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

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

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PASSED by the City Commission on July 18, 2022 and **SIGNED** by the Mayor.

(SEAL)

Mayor

ATTEST:

Clerk

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CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that said Ordinance was passed on July 18, 2022; that the record of the final vote on its passage is found on page ____ of journal ____; and that the Ordinance or a summary thereof was published in the *Dodge City Daily Globe* on July 22, 2022.

DATED: July 22, 2022.

Clerk

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RESOLUTION NO. 2022-28

OF

THE CITY OF DODGE CITY, KANSAS

ADOPTED

JULY 18, 2022

**GENERAL OBLIGATION BONDS
SERIES 2022-A**

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RESOLUTION NO. 2022-28

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 2022-A, OF THE CITY OF DODGE CITY, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 3776 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 the Bonds in the principal amount of \$9,305,000* to pay the costs of the Improvements and retire the Refunded Notes.

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 including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq.*, and K.S.A. 12-6a01 *et seq.*, and K.S.A. 13-1024a, as amended by Charter Ordinance No. 41, all as amended and supplemented from time to time.

[“**AGM**” means Assured Guaranty Municipal Corp., a New York domiciled financial guaranty insurance company, or any successor thereto.]

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

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

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

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

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

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

["Bond Insurer” means [AGM] [BAM] with respect to the Bonds.]

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

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

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

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

“Bonds” or **“Bond”** means the General Obligation Bonds, Series 2022-A, authorized and issued by the Issuer pursuant to the Ordinance and this Bond Resolution.

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

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

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

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

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

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

“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 the Costs of Issuance Account for General Obligation Bonds, Series 2022-A created pursuant to *Section 501* hereof.

“Dated Date” means August 25, 2022.

“Debt Service Account” means the Debt Service Account for General Obligation Bonds, Series 2022-A 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

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

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

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

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

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

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

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

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

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

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

“Disclosure Undertaking” means the 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 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 the Improvement Fund for General Obligation Bonds, Series 2022-A 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.

[**“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, 2023.

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

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

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

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

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

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

(a) To the Issuer at:

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

(b) To the Paying Agent at:

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

(c) To the Purchaser:

[Purchaser]
[Purchaser Address]
[Purchaser City, State] [Zip]
Fax: [Purchaser Fax]

(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 Bond Insurer:

Assured Guaranty Municipal Corp.
31 West 52nd Street
New York, New York 10019
Telephone: (212) 826-0100; Fax: (212) 339-3529

Build America Mutual Assurance Company
1 World Financial Center, 27th Floor
200 Liberty Street
New York, New York 10281
Attn: Surveillande, Re: Policy No. [_____]]
Telephone: (212) 235-2500; Fax: (212) 235-1542
Email: notices@buildamerica.com]

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 Fiscal 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 Bond Insurer, [AGM: Attn: Managing Director – Surveillance – Re: Policy No. [____]] [BAM: Attn: Surveillance – Re: Policy No. [____]] (with a copy to Attn: General Counsel and marked as “URGENT MATTER ENCLOSED” if the notice refers to an event of default or a claim on the Bond Insurance Policy).].]

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

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

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

(a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of *Article VII* hereof; [and]

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder[.]; and

[(d) Bonds, the principal or interest of which has been paid by the Bond Insurer.]

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

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

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

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

obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; [or](l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f)[; or (m) other investment obligations authorized by the laws of the State and approved in writing by the Bond Insurer], all as may be further restricted or modified by amendments to applicable State law.

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

“Purchase Price” means the principal amount of the Bonds plus accrued interest to the date of delivery[, plus a premium of \$[_____].

“Purchaser” means [Purchaser], [Purchaser City, State], 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 2022-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 Notes” means the Series 2020-1 Notes maturing in the year 2022 in the aggregate principal amount of \$1,285,000.

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

“Refunded Notes Redemption Date” means August 26, 2022.

“Refunded Notes Redemption Fund” means the Redemption Fund for Refunded Notes created pursuant to *Section 501* hereof.

“Refunded Notes Resolution” means the resolution which authorized the Refunded Notes.

“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 2020-1 Notes**” means the Issuer's General Obligation Temporary Notes, Series 2020-1, dated August 13, 2020.

“**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.

[“**Term Bonds**” means the Bonds scheduled to mature in the year 2042.]

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

[“**2042 Term Bonds**” means the Bonds scheduled to mature in the year 2042.]

[“**Term Bonds**” means collectively the [____] Term Bonds[, the [____] Term Bonds] and the 2042 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.

ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201. Authorization of the Bonds. The Bonds have been heretofore authorized and directed to be issued pursuant to the Ordinance in the principal amount of \$9,305,000*, for the purpose of providing funds to: (a) pay the costs of the Improvements; (b) pay Costs of Issuance; and (c) retire the Refunded Notes.

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

[SERIAL BONDS]

<u>Stated Maturity</u> <u>September 1</u>	<u>Principal</u> <u>Amount</u>	<u>Annual Rate</u> <u>of Interest</u>	<u>Stated Maturity</u> <u>September 1</u>	<u>Principal</u> <u>Amount</u>	<u>Annual Rate</u> <u>of Interest</u>
2023	\$[355,000	_____ %	2033	\$465,000	_____ %
2024	365,000		2034	480,000	
2025	375,000		2035	490,000	
2026	395,000		2036	505,000	
2027	405,000		2037	515,000	
2028	415,000		2038	525,000	
2029	435,000		2039	540,000	
2030	435,000		2040	555,000	
2031	445,000		2041	570,000	
2032	455,000		2042	580,000]	

[TERM BONDS]

<u>Stated Maturity</u> <u>September 1</u>	<u>Principal</u> <u>Amount</u>	<u>Annual Rate</u> <u>of Interest</u>
2042	\$ _____	_____ %]

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

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

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

authorized and empowered to execute on behalf of the Issuer an agreement with the Bond Registrar and Paying Agent for the Bonds.

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

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

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

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

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

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Owner of such Bond on the relevant Record Date and shall be payable to the Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefore to be mailed, by first

class mail, postage prepaid, to each Owner of a Bond entitled to such notice at the address of such Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

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

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

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

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

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

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

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

The Issuer and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute Owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the

sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

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

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

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

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

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

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

Upon the issuance of any new Bond under this Section, the Issuer and the Paying Agent may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be

imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

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

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

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

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

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

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

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Bond Registrar, to the extent applicable with

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

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

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

Section 212. Preliminary and Final Official Statement. The Preliminary Official Statement dated June 20, 2022, is hereby ratified and approved. For the purpose of enabling the Purchaser to comply with the requirements of Section (b)(1) of the SEC Rule, the Issuer hereby deems the information regarding the Issuer contained in the Preliminary Official Statement to be “final” as of its date, except for the omission of such information as is permitted by Section (b)(1) of the SEC Rule, and the appropriate officers of the Issuer are hereby authorized, if requested, to provide the Purchaser a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of the SEC Rule.

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

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

Section 213. Sale of the Bonds. The sale of the Bonds to the Purchaser is hereby ratified and confirmed. The Mayor and Clerk are hereby authorized to execute the official bid form submitted by the Purchaser. Delivery of the Bonds shall be made to the Purchaser on the Issue Date (which shall be as soon as practicable after the adoption of this Bond Resolution), upon payment of the Purchase Price.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption by Issuer.

Optional Redemption. At the option of the Issuer, Bonds maturing on September 1 in the years 2031, and thereafter, will be subject to redemption and payment prior to their Stated Maturity on September 1, 2030, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the Redemption Date.

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

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

*

*Final Maturity

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

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

[]*

*Final Maturity]

[(c) *2042 Term Bonds.*] The 2042 Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in *Article IV* hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on September 1 in each year, the following principal amounts of such 2042 Term Bonds:

**Principal
Amount**
\$

Year

2042*

*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] and the Purchaser. In addition, the Issuer shall cause the Bond Registrar to give written notice of redemption to the Owners of said Bonds. Each of said written notices shall be deposited in the United States first class mail not less than 30 days prior to the Redemption Date.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV

SECURITY FOR BONDS

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

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

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

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

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF BOND PROCEEDS

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

- (a) Improvement Fund for General Obligation Bonds, Series 2022-A.
- (b) Refunded Notes Redemption Fund.
- (c) Debt Service Account for General Obligation Bonds, Series 2022-A (within the Bond and Interest Fund).
- (d) Rebate Fund for General Obligation Bonds, Series 2022-A.

- (e) Costs of Issuance Account for General Obligation Bonds, Series 2022-A.
- (f) Compliance Account.

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

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

- (a) Excess proceeds, if any, received from the sale of the 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 the costs of retiring the Refunded Notes shall be deposited into the Refunded Notes Redemption Fund.
- (d) The remaining balance of the proceeds derived from the sale of the Bonds 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 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; (b) paying interest on the Bonds 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. 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.

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 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 Bonds to pay the Financeable Cost of the Substitute Improvement will not adversely affect the tax-exempt status of the 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 Bonds under State or federal law.

Section 505. Application of Moneys in the Refunded Notes Redemption Fund. Moneys in the Refunded Notes Redemption Fund shall be paid and transferred to the Refunded Notes Paying Agent, with irrevocable instructions to apply such amount to the payment of the Refunded Notes on the Refunded Notes Redemption Date. Any moneys remaining in the Refunded Notes Redemption Fund not needed to retire the Refunded Notes shall be transferred to the Debt Service Account.

Section 506. 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 507. 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 Bonds.

Section 508. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such depositories shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

Moneys held in any Fund or Account other than the Refunded Notes Redemption Fund may be invested in accordance with this Bond Resolution and the Federal Tax Certificate in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account; 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 509. 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 Improvement Fund until completion of the Improvements and thereafter to the Compliance Account or Debt Service Account.

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, the Bond Insurer, provided the Bond Insurance Policy is in full force and effect and the Bond Insurer shall not be in default thereunder, shall be entitled to control and direct the enforcement of all rights and remedies granted to the Owners under this Bond Resolution. Any reorganization or liquidation plan with respect to the Issuer must be acceptable to the Bond Insurer. In the event of any reorganization or liquidation, the Bond Insurer shall have the right to vote on behalf of all Owners who hold the Bonds insured by the Bond Insurer absent a default by the Bond Insurer under the applicable Bond Insurance Policy insuring such Bonds.]

ARTICLE VII

DEFEASANCE

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

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

ARTICLE VIII

TAX COVENANTS

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

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

ARTICLE IX

[PROVISIONS RELATING TO THE BOND INSURANCE POLICY

*[AGM:

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) If, on the Business Day prior to the related Stated Maturity there is not on deposit with the Paying Agent, after making all transfers and deposits required under the Bond Resolution, moneys sufficient to pay the principal of and interest on the Bonds due on such Stated Maturity, the Paying Agent shall give notice to the Bond Insurer and to the Insurer's Fiscal Agent by telephone or teletype of the amount of such deficiency by 1:00 p.m., New York City time, on such Business Day. If, on the related Stated Maturity, there continues to be a deficiency in the amount available to pay the principal of and interest on the Bonds due on such Stated Maturity, the Paying Agent shall make a claim under the Bond Insurance Policy and give notice to the Bond Insurer and the Insurer's Fiscal Agent (if any) by telephone of the amount of such deficiency, and the allocation of such deficiency between the amount required to pay interest on the Bonds and the amount required to pay principal on the Bonds, confirmed in writing to the Bond Insurer and the Insurer's Fiscal Agent by 1:00 p.m., New York City time, on such Stated Maturity by filling in the form of Notice of Claim and Certificate delivered with the Bond Insurance Policy.

(b) In the event the claim to be made is for a mandatory sinking fund redemption installment, upon receipt of the moneys due, the Paying Agent shall authenticate and deliver to affected Owners who surrender their Bonds a new Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond surrendered. The Paying Agent shall designate any portion of payment of principal on Bonds paid by the Bond Insurer, whether by virtue of mandatory sinking fund redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Bonds registered to the then current Owner, whether DTC or its nominee or otherwise, and shall issue a replacement Bond to the Bond Insurer, registered in the name of the Bond Insurer, in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Paying Agent's failure to so designate any payment or issue any replacement Bond shall have no effect on the amount of principal or interest payable by the Issuer on any Bond or the subrogation rights of the Bond Insurer.

The Paying Agent shall keep a complete and accurate record of all funds deposited by the Bond Insurer into the Policy Payments Account (as hereinafter defined) and the allocation of such funds to payment of interest on and principal paid in respect of any Bond. The Bond Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Paying Agent.

Upon payment of a claim under the Bond Insurance Policy the Paying Agent shall establish a separate special purpose trust account for the benefit of Owners referred to herein as the "Policy Payments Account" and over which the Paying Agent shall have exclusive control and sole right of withdrawal. The Paying Agent shall receive any amount paid under the Bond Insurance Policy in trust on behalf of Owners

and shall deposit any such amount in the Policy Payments Account and distribute such amount only for purposes of making the payments for which a claim was made. Such amounts shall be disbursed by the Paying Agent to Owners in the same manner as principal and interest payments are to be made with respect to the Bonds under the sections hereof regarding payment of Bonds. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments.

Funds held in the Policy Payments Account shall not be invested by the Paying Agent and may not be applied to satisfy any costs, expenses or liabilities of the Paying Agent.

Any funds remaining in the Policy Payments Account following a Stated Maturity date shall promptly be remitted to the Bond Insurer.

(c) The Bond Insurer shall, to the extent it makes any payment of principal of or interest on the Bonds, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Bond Insurance Policy.

(d) The Issuer agrees to pay or reimburse the Bond Insurer any and all charges, fees, costs and expenses which the Bond Insurer may reasonably pay or incur in connection with (1) the administration, enforcement, defense or preservation of any rights or security in respect of the Bond Resolution, (2) the pursuit of any remedies under the Bond Resolution or otherwise afforded by law or equity, (3) any amendment, waiver or other action with respect to, or related to, the Bond Resolution whether or not executed or completed, (4) the violation by the Issuer of any law, rule or regulation, or any judgment, order or decree applicable to it or (5) any litigation or other dispute in connection with the Bond Resolution or the transactions contemplated thereby, other than amounts resulting from the failure of the Bond Insurer to honor its obligations under the Bond Insurance Policy. The Bond Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of the Bond Resolution.

(e) Payments required to be made to the Bond Insurer shall be payable solely from the taxes levied pursuant to *Article IV* hereof and shall be paid (1) prior to an Event of Default, to the extent not paid from the Debt Service Account, and (2) after an Event of Default, with respect to amounts other than principal and interest on the Bonds, on the same priority as payments to the Paying Agent for expenses. The obligations to the Bond Insurer shall survive discharge or termination of the Bond Resolution.

(f) The Bond Insurer shall be entitled to pay principal or interest on the Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Issuer (as such terms are defined in the Bond Insurance Policy) and any amounts due on the Bonds as a result of acceleration of the maturity thereof in accordance with this Bond Resolution, whether or not the Bond Insurer has received a Notice (as defined in the Bond Insurance Policy) of Nonpayment or a claim upon the Bond Insurance Policy.

Section 902. Consent of the Bond Insurer. Any provision of this Bond Resolution expressly recognizing or granting rights in or to the Bond Insurer may not be amended in any manner which affects the rights of the Bond Insurer hereunder without the prior written consent of the Bond Insurer.

The Bond Insurer's consent shall be required in addition to Owner consent, when required, for the execution and delivery of any supplemental resolution, or any amendment, supplement or change to or modification of other documents relating to the security for the Bonds; removal or substitution of the Paying Agent; or approval of any action or document requiring approval of the Owners.

The Bond Insurer shall be deemed to be the sole Owner of the Bonds insured by it for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that the Owners of the Bonds insured by it are entitled to take pursuant to this Bond Resolution.

Section 903. Notices to the Bond Insurer.

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

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

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

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

(4) 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) The Issuer will permit the Bond Insurer to discuss the affairs, finances and accounts of the Issuer or any information the Bond Insurer may reasonably request regarding the security for the Bonds with appropriate officers of the Issuer. The Issuer will permit the Bond Insurer to have access to and to make copies of all books and records relating to the Bonds at any reasonable time.

(d) The Bond Insurer shall have the right to direct an accounting at the Issuer's expense, and the Issuer's failure to comply with such direction within thirty (30) days after receipt of written notice of the direction from the Bond Insurer shall be deemed an Event of Default hereunder; provided, however, that if compliance cannot occur within such period, then such period will be extended so long as compliance is begun within such period and diligently pursued, but only if such extension would not materially adversely affect the interests of any Owner.

(e) 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.

(f) In each case in which notice or other communication to the Bond Insurer refers to an Event of Default or with respect to which failure on the part of the Bond Insurer to respond shall be deemed to constitute consent or acceptance, then a copy of such notice or other communication shall also be sent to the attention of General Counsel and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

Section 904. Third Party Beneficiary. To the extent that this Bond Resolution confers upon or gives or grants to the Bond Insurer any right, remedy, or claim under or by reason of this Bond Resolution, the Bond Insurer is hereby explicitly recognized as being a third-party beneficiary hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder.

Section 905. Parties Interested Herein. Nothing in this Bond Resolution, expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the Issuer, the Bond Insurer, the Paying Agent and the Owners, any right, remedy or claim under or by reason of this Bond Resolution, or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Bond Resolution contained by and on behalf of the Issuer shall be for the sole and exclusive benefit of the Issuer, the Paying Agent, the Bond Insurer and the Owners of the Bonds.

Section 906. 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.]*

***[BAM:

Section 907. Payment Procedure Pursuant to Bond Insurance Policy. As long as the Bond Insurance Policy shall be in full force and effect, the Issuer and the Paying Agent agree to comply with the following provisions:

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

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

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

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

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

(1) If there is a deficiency in amounts required to pay interest and/or principal on the Bonds, the Paying Agent or Trustee shall (i) execute and deliver to the Bond Insurer, in form satisfactory to the Bond Insurer, an instrument appointing the Bond Insurer as agent for such holders of the Bonds in any legal proceeding related to the payment of and an assignment to the Bond Insurer of the claims for interest on the Bonds, (ii) receive as designee of the respective

holders (and not as Paying Agent) in accordance with the tenor of the Bond Insurance Policy payment from the Bond Insurer with respect to the claims for interest so assigned, and (iii) disburse the same to such respective holders; and

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

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

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

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

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

Section 908. Notices to the Bond Insurer.

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

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

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

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

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

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

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

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

Section 909. Suspension of Bond Insurer's Rights. Rights of the Bond Insurer to direct or consent to actions granted under this Bond Resolution shall be suspended during any period in which the Bond Insurer is in default in its payment obligations under the Bond Insurance Policy (except to the extent of amounts previously paid by the Bond Insurer and due and owing to the Bond Insurer) and shall be of no force or effect in the event the Bond Insurance Policy is no longer in effect or the Bond Insurer asserts that the Bond Insurance Policy is not in effect or the Bond Insurer shall have provided written notice that it waives such rights.]***

ARTICLE X

CONTINUING DISCLOSURE REQUIREMENTS

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

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

ARTICLE XI

MISCELLANEOUS PROVISIONS

Section 1101. Annual Audit. Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk[, and a duplicate copy of the audit shall be mailed to the Bond Insurer]. Such

audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the Governing Body shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Bond Resolution, the Issuer shall promptly cure such deficiency.

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

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

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

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Bond Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to 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. [AGM: Copies of any amendments shall be provided to each Rating Agency at least 10 days prior to the effective date thereof.][BAM: 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 transactions described in this Bond Resolution may be conducted, and documents related to the Bonds may be sent, received, executed, and stored, by electronic means or transmissions. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

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

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

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

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

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ADOPTED by the City Commission on July 18, 2022.

(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 July 18, 2022, as the same appears of record in my office.

DATED: July 18, 2022.

Clerk

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**EXHIBIT A
(FORM OF BONDS)**

**REGISTERED
NUMBER** __

**REGISTERED
\$**

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation (“DTC”), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

**UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF FORD
CITY OF DODGE CITY
GENERAL OBLIGATION BOND
SERIES 2022-A**

**Interest
Rate:**

**Maturity
Date:**

**Dated
Date: August 25, 2022**

CUSIP:

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Dodge City, in the County of Ford, State of Kansas (the “Issuer”), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to the Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on March 1 and September 1 of each year, commencing March 1, 2023 (the “Interest Payment Dates”), until the Principal Amount has been paid.

Method and Place of Payment. The principal or redemption price of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent” and “Bond Registrar”). The interest payable on this Bond on any Interest Payment Date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Bond Registrar at the close of business on the Record Date(s) for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Registered 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 Registered 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 Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Bonds shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Bond Resolution.

Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Bond Resolution.

Authorization of Bonds. This Bond is one of an authorized series of Bonds of the Issuer designated “General Obligation Bonds, Series 2022-A,” aggregating the principal amount of \$9,305,000* (the “Bonds”) issued for the purposes set forth in the Ordinance of the Issuer authorizing the issuance of the Bonds and the Resolution of the Issuer prescribing the form and details of the Bonds (collectively the “Bond Resolution”). The Bonds are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 12-6a01 *et seq.*, and K.S.A. 13-1024a, as amended by Charter Ordinance No. 41, all as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

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

Redemption Prior to Maturity. The Bonds are subject to redemption prior to maturity as set forth in the Bond Resolution.

Book-Entry System. The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Bond Resolution. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Bond Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Bond, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Bond Registrar will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the

Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Bond shall be made in accordance with existing arrangements among the Issuer, the Bond Registrar and the Securities Depository.

Transfer and Exchange. EXCEPT AS OTHERWISE PROVIDED IN THE BOND RESOLUTION, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. This Bond may be transferred or exchanged, as provided in the Bond Resolution, only on the Bond Register kept for that purpose at the principal office of the Bond Registrar, upon surrender of this Bond, together with a written instrument of transfer or authorization for exchange satisfactory to the Bond Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond or Bonds in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Bond Resolution and upon payment of the charges therein prescribed. The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Bonds and the cost of a reasonable supply of bond blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Bonds are issued in fully registered form in Authorized Denominations.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Bond Registrar.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Bond have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the Issuer, including this series of bonds, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed by the manual, electronic or facsimile signature of its Mayor and attested by the manual, electronic or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

CITY OF DODGE CITY, KANSAS

(Facsimile Seal)

By: _____
Mayor

ATTEST:

By: _____
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of a series of General Obligation Bonds, Series 2022-A, of the City of Dodge City, Kansas, described in the within-mentioned Bond Resolution.

Registration Date: _____

Office of the State Treasurer,
Topeka, Kansas,
as Bond Registrar and Paying Agent

By _____

Registration Number: 0130-029-082522-____

LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of such Bonds:

GILMORE & BELL, P.C.

Attorneys at Law
100 N. Main Suite 800
Wichita, Kansas 67202

(PRINTED LEGAL OPINION)

***[STATEMENT OF INSURANCE**

[AGM: Assured Guaranty Municipal Corp. (“AGM”), New York, New York, has delivered its municipal bond insurance policy (the “Policy”) with respect to the scheduled payments due of principal of and interest on this Bond to the Treasurer of the State of Kansas, Topeka, Kansas, or its successor, as paying agent for the Bonds (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from AGM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this Bond acknowledges and consents to the subrogation rights of AGM as more fully set forth in the Policy.]

[BAM: Build America Mutual Assurance Company (“BAM”), New York, New York, has delivered its municipal bond insurance policy (the “Policy”) with respect to the scheduled payments due of principal of

and interest on this Bond to the Treasurer of the State of Kansas, Topeka, Kansas,, or its successor, as paying agent for the Bonds (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from BAM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents (i) to the subrogation and all other rights of BAM as more fully set forth in the Policy and (ii) that upon the occurrence and continuance of a default or an event of default under the Bond Resolution or this Bond, BAM shall be deemed to be the sole owner of the Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the owners of the Bonds or the trustee, paying agent, registrar or similar agent for the benefit of such owners under the Bond Resolution, at law or in equity.]]*

BOND ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer to

(Name and Address)

(Social Security or Taxpayer Identification No.)

the Bond to which this assignment is affixed in the outstanding principal amount of \$_____, standing in the name of the undersigned on the books of the Bond Registrar. The undersigned do(es) hereby irrevocably constitute and appoint _____ as agent to transfer said Bond on the books of said Bond Registrar with full power of substitution in the premises.

Dated _____

Name

Social Security or
Taxpayer Identification No.

Signature (Sign here exactly as name(s)
appear on the face of Certificate)

Signature guarantee:

By _____



Memorandum

To: Nick Hernandez, City Manager and City Commissioners

From: Nicole May, Finance Director

Date: July 13, 2022

Subject: Resolution No. 2022-29

Agenda Item: Ordinances and Resolutions

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

Recommendation: I recommend the City Commission approve Resolution No. 2022-29.

Background: Resolution 2022-29 is a resolution that offers for sale general obligation temporary notes, Series 2022-1 in an amount not to exceed \$1,495,000.

The Series 2022-1 is offering temporary notes to finance Milstock infrastructure.

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

City Commission Options:

1. Approve Resolution No. 2022-29
2. Disapprove Resolution No. 2022-29
3. Table for further discussion

Financial Considerations: This is a special assessment project that will be refinanced with general obligation bonds at a later date.

Amount \$: 1,495,000

Fund: Dept: Expense Code:

 Budgeted Expense Grant Bonds Other

Legal Considerations: All have been satisfied by bond counsel. They have prepared the resolution and other documents necessary to legally complete the sale.

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

Attachments: Resolution No. 2022-29

Approved for the Agenda by:

Nicole May

Nicole May, Finance Director

RESOLUTION NO. 2022-29

OF

THE CITY OF DODGE CITY, KANSAS

ADOPTED

JULY 18, 2022

**GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2022-1**

RESOLUTION

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RESOLUTION NO. 2022-29

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2022-1, OF THE CITY OF DODGE CITY, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

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

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

<u>Project Description</u>	<u>Res. No.</u>	<u>Authority (K.S.A.)</u>	<u>Authorized Amount*</u>
Milstock Addition Unit 2 – Sewer, Water, Street and Drainage Improvements	2022-13	12-6a01 <i>et seq.</i>	\$1,400,000

* Plus associated interest and costs of issuance

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 temporary notes heretofore authorized have been issued and the Issuer proposes to issue its temporary notes to pay a portion of the costs of the Improvements; and

WHEREAS, the governing body of the Issuer has advertised the sale of the Notes and at a meeting held in the City on this date, awarded the sale of such Notes to the best bidder; 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 \$1,495,000* to pay a portion of the costs of the Improvements.

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

ARTICLE I
DEFINITIONS

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

“Act” means the Constitution 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 2022-1 created pursuant to **Section 501** hereof.

“Dated Date” means August 25, 2022.

“Debt Service Account” means the Debt Service Account for General Obligation Temporary Notes, Series 2022-1 (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 2022-1 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, 2023.

“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 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 2022-1, 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:

[Purchaser]
[Purchaser Address]
Fax: [Purchaser Fax]

(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 Fiscal 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 principal amount of the Notes plus accrued interest to the date of delivery[, plus a premium of \$_____].

“Purchaser” means [Purchaser], [Purchaser City, State], 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 2022-1 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 2022-1, of the Issuer in the principal

amount of \$1,495,000*, for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; and (b) pay Costs of Issuance.

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

Stated Maturity	Principal	Annual Rate
<u>September 1</u>	<u>Amount</u>	<u>of Interest</u>
2024	\$1,495,000*	[]%

The Notes shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in *Section 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, electronic or facsimile signature of the Mayor, attested by the manual, electronic 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, electronic 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, electronic 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, electronic 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 June 20, 2022, is hereby ratified and approved. For the purpose of enabling the Purchaser to comply with the requirements of Section (b)(1) of the SEC Rule, the Issuer hereby deems the information regarding the Issuer contained in the Preliminary Official Statement to be “final” as of its date, except for the omission of such information as is permitted by Section (b)(1) of the SEC Rule, and the Mayor or Director of Finance of the Issuer are hereby authorized, if requested, to provide the Purchaser a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of the SEC Rule.

The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor or Director of Finance 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. The sale of the Notes to the Purchaser is hereby ratified and confirmed. The Mayor and Clerk are hereby authorized to execute the official bid form submitted by the Purchaser. Delivery of the Notes shall be made to the Purchaser on the Issue Date (which shall be as soon as practicable after the adoption of this Note Resolution), upon payment of the Purchase Price.

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, 2023, 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 2022-1.
- (b) Debt Service Account for General Obligation Temporary Notes, Series 2022-1.
- (c) Rebate Fund for General Obligation Temporary Notes, Series 2022-1.
- (d) Costs of Issuance Account for General Obligation Temporary Notes, Series 2022-1.
- (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) Excess proceeds, if any, received from the sale of the Notes shall be deposited in the Debt Service Account.

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

(c) The remaining balance of the proceeds derived from the sale of the Notes shall be deposited in the Improvement Fund.

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

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 Clerk (or designate) 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 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, Director of Finance 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 transactions described in this Note Resolution may be conducted, and documents related to the Notes may be sent, received, executed, and stored, by electronic means or transmissions. Copies, teletypes, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

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 July 18, 2022.

(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 July 18, 2022, as the same appears of record in my office.

DATED: July 18, 2022.

Clerk

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EXHIBIT A
(FORM OF NOTES)

**REGISTERED
NUMBER _____**

**REGISTERED
\$**

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation (“DTC”), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

**UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF FORD
CITY OF DODGE CITY
GENERAL OBLIGATION TEMPORARY NOTE
SERIES 2022-1**

Interest Rate:	Maturity Date:	Dated Date: August 25, 2022	CUSIP:
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REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Dodge City, in the County of Ford, State of Kansas (the “Issuer”), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on March 1 and September 1 of each year, commencing March 1, 2023 (the “Interest Payment Dates”), until the Principal Amount has been paid.

Method and Place of Payment. The principal or redemption price of this Note shall be paid at maturity or upon earlier redemption to the person in whose name this Note is registered at the maturity or redemption date thereof, upon presentation and surrender of this Note at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent” and “Note Registrar”). The interest payable on this Note on any Interest Payment Date shall be paid to the person in whose name this Note is registered on the registration books maintained by the Note Registrar at the close of business on the Record Date(s) for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the

Paying Agent to the address of such Registered Owner shown on the Note Register or at such other address as is furnished to the Paying Agent in writing by such Registered 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 Registered 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 Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Notes shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Note Resolution.

Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Note Resolution.

Authorization of Notes. This Note is one of an authorized series of Notes of the Issuer designated “General Obligation Temporary Notes, Series 2022-1,” aggregating the principal amount of \$1,495,000* (the “Notes”) issued for the purposes set forth in the Resolution of the Issuer authorizing the issuance of the Notes (the “Note Resolution”). The Notes are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 10-123, and K.S.A. 12-6a01 *et seq.*, as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

General Obligations. The Notes constitute general obligations of the Issuer payable as to both principal and interest from special assessments levied upon the property benefited by the construction of certain Improvements (as said term is described in the Note Resolution), or from the proceeds of 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 pledged for the payment of the principal of and interest on this Note and the issue of which it is a part as the same respectively become due.

Redemption Prior to Maturity. The Notes are subject to redemption prior to maturity as set forth in the Note Resolution.

Book-Entry System. The Notes are being issued by means of a book-entry system with no physical distribution of note certificates to be made except as provided in the Note Resolution. One Note certificate with respect to each date on which the Notes are stated to mature or with respect to each form of Notes, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Notes by the Securities Depository's participants, beneficial ownership of the Notes in Authorized Denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Note Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Note, as the owner of this Note for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Note, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Notes by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Note Registrar will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities

Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Note, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Note shall be made in accordance with existing arrangements among the Issuer, the Note Registrar and the Securities Depository.

Transfer and Exchange. EXCEPT AS OTHERWISE PROVIDED IN THE NOTE RESOLUTION, THIS GLOBAL NOTE MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. This Note may be transferred or exchanged, as provided in the Note Resolution, only on the Note Register kept for that purpose at the principal office of the Note Registrar, upon surrender of this Note together with a written instrument of transfer or authorization for exchange satisfactory to the Note Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Note or Notes in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Note Resolution and upon payment of the charges therein prescribed. The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Notes and the cost of a reasonable supply of note blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Note is registered on the Note Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Notes are issued in fully registered form in Authorized Denominations.

Authentication. This Note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Note Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Note Registrar.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Note have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the Issuer, including this series of notes, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Issuer has caused this Note to be executed by the manual, electronic or facsimile signature of its Mayor and attested by the manual, electronic or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

CITY OF DODGE CITY, KANSAS

(Facsimile Seal)

By: _____ (manual or facsimile)
Mayor

ATTEST:

By: _____ (manual or facsimile)
Clerk

(Social Security or Taxpayer Identification No.)

the Note to which this assignment is affixed in the outstanding principal amount of \$ _____, standing in the name of the undersigned on the books of the Note Registrar. The undersigned do(es) hereby irrevocably constitute and appoint _____ as agent to transfer said Note on the books of said Note Registrar with full power of substitution in the premises.

Dated _____

Name

Social Security or
Taxpayer Identification No.

Signature (Sign here exactly as name(s)
appear on the face of Certificate)

Signature guarantee:

By _____

CERTIFICATE OF CLERK

STATE OF KANSAS)
) SS.
COUNTY OF FORD)

The undersigned, Clerk of the City of Dodge City, Kansas, does hereby certify that the within Note has been duly registered in my office according to law as of August 25, 2022.

WITNESS my hand and official seal.

(Facsimile Seal)

(facsimile)
Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

LYNN W. ROGERS, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Note has been filed in the office of the State Treasurer, and that this Note was registered in such office according to law on _____.

WITNESS my hand and official seal.

(Facsimile Seal)

By: _____ (facsimile)
Treasurer of the State of Kansas



Memorandum

To: City Manager, City Commissioners
From: Angie Gonzalez, Housing and Special Projects Coordinator
Date: 07/12/2022
Subject: CDBG- Environmental Review Statutory Checklist
Agenda Item: Statutory Checklist

Purpose: The Community Development Block Grant Housing Program would allow us to focus on preserving our existing housing in low-income neighborhoods. Community Development Block Grant funds cannot be released, obligated, or incurred until the environmental review process is completed and cleared by the state.

Recommendation: Staff recommends the approval of the Statutory Checklist allowing the City of Dodge City to proceed with the notice of intent to release funds from the Kansas Department of Commerce for the housing target rehabilitation project.

Background: The City of Dodge City recognizes the need to use strategic rehabilitation and housing conservation to strengthen home values in aging neighborhoods. The City was awarded a \$300,000.00 grant from the Kansas Department of Commerce, compliance with the environmental review is a requirement for the release of those funds. The environmental review process evaluates the impact of Community Development Block projects upon the human and natural environment and describes any actions or conditions that are needed to mitigate or minimize adverse impacts. The Statutory Checklist is a component of the environmental review consisting of the overview of verifiable source compliance documentation.

City Commission Options:

- 1. Approve
- 2. Disapprove
- 3. Table for further discussion

Financial Considerations: No funding match is required.

Amount \$:

Fund: Dept: Expense Code:

 Budgeted Expense Grant Bonds Other

Legal Considerations: None

Mission/Values: The housing rehabilitation project meets the city’s core value of ongoing improvements by expanding economic opportunities for low-and moderate-income citizens.

Attachments: Statutory Checklist

Approved for the Agenda by:

Name, Title



STATUTORY CHECKLIST

Use this worksheet for projects that are Categorically Excluded under 24 CFR §58.35(a).

PROJECT NAME: City of Dodge City- Revive the Block

ERR FILE # CDBG #22-HR-004 (optional)

An “**ERR Determination**” form should be provided as a cover to this checklist.

This checklist is a component of the Environmental Review Record (ERR) [§58.38]. Supplement the ERR, as appropriate, with photographs, site plans, maps, narrative and other information that describe the project.

24 CFR §58.5 – NEPA-Related Federal Statutes and Authorities

DIRECTIONS – For each authority, check one of the appropriate boxes under “Status.”

“**A box**” The project is in compliance, either because: (1) the nature of the project does not implicate the authority under consideration, or (2) supporting information documents that project compliance has been achieved. In either case, information must be provided as to **WHY the authority is not implicated, or HOW compliance is met:** OR

“**B box**” The project requires an additional compliance step or action, including but not limited to consultation with or approval from an oversight agency, performance of a study or analysis, completion of remediation or mitigation measure, or obtaining of license or permit.

IMPORTANT: Compliance documentation consists of verifiable source documents and/or relevant base data. Appropriate documentation must be provided for each law or authority. Documents may be incorporated by reference into the ERR provided that each source document is identified and available for inspection by interested parties. Proprietary material and studies that are not otherwise generally available for public review shall be included in the ERR. Refer to HUD guidance for more information.

Statute, Authority, Executive Order, Regulation or Policy cited at 24 CFR §58.5	STATUS		Compliance Documentation
	A	B	
1. Air Quality [Clean Air Act sections 176(c) & (d), and 40 CFR 6, 51, 93]	x	<input type="checkbox"/>	KDHE reported on June 15, 2022 that only demo or rehabilitation of commercial buildings needs an asbestos inspection (Attachment F-11). The target project area does not have any commercial buildings. The report on June 30, 2022 from the United States Environmental Protection Agency(Attachment G) shows Dodge City, Ford County is not a “nonattainment” county for Clean Air Act’s National Air Quality Standards (NAAQS).
2. Airport Hazards (Clear Zones and Accident Potential Zones) [24 CFR 51D]	x	<input type="checkbox"/>	The home rehabilitation project activities do include major rehabilitation and the target project area is not located within 2,500 feet from the end of the runway(Attachment A-2 and H).
3. Coastal Zone Management [Coastal Zone Management Act sections 307(c) & (d)]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	No coastal zone management programs exist in the states of HUD Region VII, as established by Nat’l Oceanic & Atmospheric Administration, Office of Ocean and Coastal Resource Manag’t. (http://coastalmanagement.noaa.gov/mystate/welcome.html)
4. Contamination and Toxic Substances [24 CFR 58.5(i)(2)]	x	<input type="checkbox"/>	KDHE/BER, Assessment and Restoration Section, Spills Unit reported on June 8, 2022 that there are no identified contaminated spill sites within the target project area (Attachment F-8).
5. Endangered Species [50 CFR 402]	x	<input type="checkbox"/>	The Kansas Department of Fish and Wildlife Services reported on May 19, 2022 that no federally listed or endangered species are likely to be present in the target project area. They recommended we contact their office every 90 days from the date of their letter throughout the project to ensure the absence of species

			information for the project is correct(Attachment B).The Kansas Department of Wildlife, Parks, & Tourism reported on May 9, 2022 that they have no objection to the rehabilitation project but did state the following recommendations: incorporate principles of low impact development; such as permeable asphalt pavement, porous concrete, swales, bioretention, or raingardens and also implement and maintain standard erosion control Best Management Practices during all aspects of construction. And to reseed disturbed areas with native warm-season grasses, forbs, and trees (Attachment E).
6. Environmental Justice [Executive Order 12898]	x	<input type="checkbox"/>	We have identified 81 eligible homes in the target project area based on county records of home ownership. This home rehabilitation project could benefit an estimate of 202 persons of which 100% of those who are eligible meet LMI requirements. The project would not disproportionately impact minority or low-income population. There is no group of persons that will shoulder a disproportionate amount of the minimal negative impacts. There may be minimal environmental impact during construction (Attachment A-7).
7. Explosive and Flammable Operations [24 CFR 51C]	x	<input type="checkbox"/>	KDHE/BER reported on June 8, 2022 that they did not identify any storage tank facilities within the vicinity of the project target area (Attachment F-7). KDHE/BER Assessment and Restoration Section, Dry Cleaner/ Superfund Unit reported on June 15, 2022 that they did not identify contaminated Dry Cleaner or Superfund sites within the vicinity(Attachment F-6). KDHE, Bureau of Waste Managements reported on June 16, 2022 that the City of Dodge City and contractors should review the Technical Guidance Document and ensure all waste is properly disposed(Attachments F-2 to F-5).
8. Farmland Protection [7 CFR 658]	x	<input type="checkbox"/>	The target project area is located within the city limits. There will be no acquisition or conversion of undeveloped land, new construction or site clearance and therefore does not meet the threshold for action or impact upon farmland (Attachment A-9).
9. Floodplain Management [24 CFR 55, Executive Order 11988]	x	<input type="checkbox"/>	No portion of construction occurs in an identified special flood hazard area/ FEMA map(Attachment K) as well as flood zone guidelines referenced in the Department of Agricultures quick guide (Attachment L-1 & L-2).
10. Historic Preservation [36 CFR 800]	<input type="checkbox"/>	x	The home rehabilitation activities can not be cleared from historical preservation at this time. Once we identify homes that qualify, they will be evaluated as a tier 2 based on the threshold for action project's area of potential effects contains: A property listed in, or eligible for listing in, the National Register of Historic Places; or, an historic district listed in, or eligible for listing in, the National Register of Historic Places; or, compelling evidence of the high probability of archeological resources eligible for listing in the National Register of Historic Places (Attachment A-11).
11. Noise Control [24 CFR 51B]	<input type="checkbox"/>	x	South 14th Avenue is a major thoroughfare and a noise assessment is not anticipated, but may be required for some of the rehabilitation properties.
12. Water Quality (Sole Source Aquifers) [40 CFR 149]	x	<input type="checkbox"/>	The Kansas Department of Agriculture Division of Conservation and Water Resources reported on May 4, 2022 that they have no objection to or comment on the rehabilitation project (Attachment C). The Kansas Water Office reported on April 21, 2022 that during rehabilitation work practices should be in place to protect surface and underground water from contaminants (Attachment D).
13. Wetland Protection [24 CFR 55, Executive Order 11990]	x	<input type="checkbox"/>	The US Fish and Wildlife wetland map printed on July 5, 2022 shows the housing rehabilitation project target area is not located within the wetlands, and has no foreseen impacts (Attachment J).
14. Wild and Scenic Rivers [36 CFR 297]	x	<input type="checkbox"/>	The target project area does not fall within the threshold for action. The project is not located within one mile of a designated Wild & Scenic River, or river being studied as a potential component of the Wild & Scenic River system. Project is not located upstream, downstream, or on a tributary of a river that is designated, studied or has potential for listing on the system (Attachment A-14).

DETERMINATION:

- Box "A" has been checked for all authorities.** The project can convert to Exempt, per §58.34(a)(12), since the project does not require any compliance measure (e.g., consultation, mitigation, permit or approval) with respect to any law or authority cited at §58.5. The project is now made Exempt and **funds may be drawn down;** OR

- X **Box "B" has been checked for one or more authority.** The project cannot convert to Exempt since one or more authority requires compliance, including but not limited to consultation with or approval from an oversight agency, performance of a study or analysis, completion of remediation or mitigation measure, or obtaining of license or permit. Complete pertinent compliance requirement(s), publish NOI/RROF, request release of funds (HUD-7105.15), and obtain HUD's Authority to Use Grant Funds (HUD-7015.16) per §§ 58.70 & 58.71 **before committing funds**; OR
- The unusual circumstances of this project may result in a significant environmental impact. The project requires preparation of an Environmental Assessment (EA). Prepare the EA according to 24 CFR Part 58 Subpart E.

Part 58.6 Requirements [24 CFR §58.6]

Complete the following table for all projects.

§58.6 Requirements	Status (Y/N)	Source Documentation
Flood Disaster Protection Act [Flood Insurance] [§58.6(a)]	YES	No portion of construction occurs in an identified special flood hazard area/ FEMA map(Attachment K) as well as flood zone guidelines referenced in the Department of Agriculture's quick guide (Attachment L-1 & L-2) Dodge City does participate in the flood insurance program (Attachment M).
Coastal Barrier Resources Act/Coastal Barrier Improvement Act [§58.6(c)]	YES	No Coastal Barrier Resource Areas in MO/KS/NE/IA. http://coastalmanagement.noaa.gov/mystate/welcome.html
Airport Runway Clear Zone Disclosure & Notification [§58.6(d)]	YES	The home rehabilitation project activities do include major rehabilitation and the target project area is not located within 2,500 feet from the end of the runway (Attachment A-2 and H).

PREPARER:

SIGNATURE:  DATE: July 12, 2022

PREPARER NAME & TITLE: Angie Gonzalez, Housing Coordinator

PREPARER'S AGENCY (If Different from Responsible Entity): Dodge City/ Ford County Economic Development Corporation

RESPONSIBLE ENTITY APPROVING OFFICIAL:

SIGNATURE: _____ DATE: _____

APPROVING OFFICIAL NAME & TITLE: _____

HUD Guide to Environmental Compliance: NEPA-Related Statutes, Authorities and Requirements

24 CFR Parts 58.5 & 50.3/50.4 – NEPA-Related Federal laws and authorities

- HUD Office of Environment and Energy (OEE): <https://www.hudexchange.info/environmental-review/>
- Glossary of Environmental Terms: http://iaspub.epa.gov/sor_internet/registry/termreg/searchandretrieve/termsandacronyms/search.do
- HUD Environmental Assessment and EA Factors: <https://www.hudexchange.info/environmental-review/environmental-assessments/>
- HUD Environmental Impact Statements (EIS): <https://www.hudexchange.info/environmental-review/environmental-impact-statements/>

Environmental Issue/Impact (Statute, Authority &/or Regulation)	Generally Applicable Activities	Threshold for Action (Analysis/Evaluation/ Consultation)	Source Documentation (Map/On-line Listing/ Agency Contacts)	Action Required	Further Information
<p>1. Air Quality</p> <p>Clean Air Act of 1970, as amended (42 U.S.C. 7401 <i>et seq.</i>), particularly 7506 (c) & (d).</p> <p>40 CFR parts 6, 51, and 93 (EPA)</p> <p>Asbestos: CAA of 1990, Sec. 112; 40 CFR Part 61 (NESHAP)</p>	<ul style="list-style-type: none"> ▪ Acquisition of undeveloped land ▪ Change of land use ▪ Demolition ▪ Major rehabilitation ▪ New construction 	<p>Project is located in an EPA-designated non-attainment area or maintenance area for one or more of six “criteria” air pollutants.” Air quality for these pollutants must meet National Ambient Air Quality Standards (NAAQS).</p> <p>NAAQS for Criteria Air Pollutants</p> <p>Asbestos: Project entails renovation or demolition of building/facility. Contact the State or locally-delegated agency to determine NESHAP compliance requirements.</p>	<p>EPA-designated non-attainment and maintenance areas (aka, “Green Book”)</p> <p>EPA County-level Non-attainment areas</p> <p>EPA National map of Non-attainment areas</p> <p>EPA “AirData” maps and visualization tools</p> <p>EPA “C-LINE” – Desktop Air Modeling Tool for pollutant emissions near transportation sources (roadways; railyards)</p> <p>Asbestos: ASTM “Standard Practice for Comprehensive Building Asbestos Surveys” (E2356-18)</p>	<p>A determination of conformity with the State Implementation Plan (SIP) is required with respect to the proposed activity and the specific pollutant for which the area was designated a non-attainment or maintenance area.</p> <p>Document the activity does/does not require SIP compliance. Contact the MPO or EPA to determine if the proposed activity is one that requires a permit under the SIP. If yes, obtain letter of consistency showing that the project is consistent with the SIP.</p>	<p>Conformity to SIP is made by:</p> <ul style="list-style-type: none"> ▪ Regional or Metropolitan Planning Organization (MPO); or ▪ EPA Regional Office. <p>Status of non-attainment areas and EPA policy questions are addressed by EPA Regional Office.</p> <p>EPA Region 7 SIPs, State and local AQ contacts</p> <p>HUD Exchange</p>

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Environmental Issue/Impact (Statute, Authority &/or Regulation)	Generally Applicable Activities	Threshold for Action (Analysis/Evaluation/ Consultation)	Source Documentation (Map/On-line Listing/ Agency Contacts)	Action Required	Further Information
<p>2. Airport Hazards (Clear Zones & APZ)</p> <p>24 CFR Part 51-D “Siting of HUD-Assisted Projects in Runway Clear Zones at Civil Airports and Clear Zones and Accident Potential Zones at Military Airfields” (HUD)</p>	<ul style="list-style-type: none"> ▪ Acquisition for construction ▪ Change in land use ▪ Increase in density ▪ Major (‘substantial’) rehabilitation ▪ New construction <p><u>Applicable airports:</u></p> <ul style="list-style-type: none"> ▪ All military air installations <p>▪ Civil “commercial service” airports designated in Nat’l Plan of Integrated Airport Systems (NPIAS):</p> <p>“Commercial Service Airports” are publicly owned airports that have at least 2,500 passenger boardings each calendar year and receive scheduled passenger service.</p> <p>(Note: See also Clear Zone notification requirement, page 14.)</p>	<p>Project is located within 2,500 feet of the end of a civil airport runway or 15,000 feet of the end of a military airfield runway.</p> <p>HUD policy is to promote compatible land uses in RCZ/CZ/APZ.</p>	<p>Airport clear zone and accident potential zone (APZ) maps are available from airport operations authority.</p> <ul style="list-style-type: none"> ▪ Civil airport: The Airport Layout Plan shows the Runway Clear Zone (RCZ), [a.k.a., Runway Protection Zone]. ▪ Military airfield: The AICUZ Study shows the CZ and APZ. 	<p>RCZ/CZ: New construction, major rehabilitation, and activities that significantly prolong physical or economic life of the property are prohibited.</p> <p>APZ: HUD assistance in APZ is discouraged, and project must be compatible with DOD land use guidelines for APZs.</p>	<p>Contact airport operator or nearest FAA District office.</p> <ul style="list-style-type: none"> • Airport operators <p>Civil airport locations:</p> <ul style="list-style-type: none"> • NPIAS and • Here <p>Military bases, including airfields</p> <p>HUD Exchange</p>

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Environmental Issue/Impact (Statute, Authority &/or Regulation)	Generally Applicable Activities	Threshold for Action (Analysis/Evaluation/ Consultation)	Source Documentation (Map/On-line Listing/ Agency Contacts)	Action Required	Further Information
<p>3. Coastal Zone Management</p> <p>Coastal Zone Management Act of 1972, as amended (16 U.S.C. 1451 et. seq., particularly section 1424(e)).</p>	<ul style="list-style-type: none"> ▪ Acquisition of undeveloped land ▪ Change of land use ▪ Major rehabilitation ▪ New construction 	<p>Project is located in a state having a Coastal Zone Management (CZM) Program.</p>	<p>CZM maps, from NOAA (Nat'l Oceanic & Atmospheric Administration)</p>	<p>State CZM agency (or its approved local designee) must concur with a finding (or issue permit) in evidence that project is consistent with approved State CZM plan.</p>	<p>NOAA</p> <p>HUD Exchange</p>
<p>4. Contamination and Toxic Substances</p> <p>24 CFR Part 58.5 (i) (2) (HUD).</p>	<ul style="list-style-type: none"> ▪ Acquisition ▪ Disposition ▪ Conversion from non-residential to residential. ▪ Demolition ▪ Leasing ▪ New construction ▪ Rehabilitation ▪ Repair 	<p>Project is located on or near site that contains hazardous materials, contamination, toxic chemicals or gases, or radioactive substances, that could affect the health and safety of occupants or that conflict with the intended utilization of the property.</p> <p>Particular attention to be given to any site located on or in general proximity to landfills, dumps, industrial sites, gas stations or other locations that contain hazardous wastes or materials.</p> <p>All property proposed for use in HUD programs must be free of hazardous materials, contamination, toxic chemicals and gases and radioactive substances, where a hazard could affect the health and</p>	<p>Documentation may consist of Phase I environmental site assessment (ASTM standard practice E1527-13, as amended) and, as applicable, Phase II ESA, site characterizations and remediation plans.</p> <p>Additional/alternative documentation may include:</p> <ul style="list-style-type: none"> ▪ Site inspection(s) by knowledgeable professional(s). ▪ Search of EPA and state/local/tribal databases for sites and facilities posing known or potential contamination concerns (including NPL sites (Superfund), RCRA facilities, Brownfields). ▪ Evaluation of permitted facilities for regulatory violations, e.g., using EPA ECHO database. ▪ Analysis of past uses of the site and adjacent properties as documented historic resources (e.g., Sanborn Fire Insurance 	<p>Due diligence must be exercised to ascertain the presence of contamination.</p> <p>A Phase I environmental site assessment (ASTM standard E1527-13, as amended) may be required for due diligence. Where the Phase I identifies a recognized environmental condition or if results are inconclusive, a Phase II environmental site assessment will generally be required.</p> <p>Based on the Phase II results, further investigation, remediation, mitigation or monitoring may be required.</p> <p>Such measures must be consistent with Federal, State, Tribal and local laws and regulations, and must be implemented by qualified professionals.</p> <p>Specific forms of remediation are not prescribed by HUD</p>	<p>EPA Envirofacts databases</p> <p>EPA NEPAssist</p> <p>EPA EnviroMapper</p> <p>EPA ECHO (Enforcement & Compliance History Online)</p> <p>EPA SEMS (Superfund Enterprise Management System)</p> <p>EPA Superfund Human Exposure Dashboard</p> <p>EPA TRI (Toxic Release Inventory)</p> <p>ATSDR ToxFAQs – common language summaries of specific chemicals and hazardous substances</p>

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Environmental Issue/Impact (Statute, Authority &/or Regulation)	Generally Applicable Activities	Threshold for Action (Analysis/Evaluation/ Consultation)	Source Documentation (Map/On-line Listing/ Agency Contacts)	Action Required	Further Information
		<p>safety of occupants or conflict with the intended utilization of the property.</p> <p>The environmental review of multifamily housing with 5 or more dwelling units must include a review of previous uses of the site or other evidence of contamination on or near the site to assure the proposed occupants are not impacted by any of these hazards.</p> <p>Current techniques by qualified professionals shall be used to undertake investigations determined necessary.</p>	<p>Rate Maps and city directories).</p> <p>ASTM standard practices and protocols include Phase I, Phase II, and many others.</p> <p>ASTM E1527-13 Phase I “Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process”</p> <p>ASTM Phase I (E1527) is consistent with EPA’s “All Appropriate Inquires” (40 CFR 312).</p> <p>Property that may be exposed to sub-surface vapors caused by a release of vapors from contaminated soil &/or groundwater on or near the project may warrant evaluation in accordance with ASTM E 2600-15. The outcome of a vapor evaluation may warrant further investigation.</p>	<p>and may vary depending on the nature of the hazard.</p>	<p>HUD MAP Guide “Chapter 9”</p> <p>State voluntary cleanup programs & databases:</p> <ul style="list-style-type: none"> ▪ KDHE - Kansas Dept. Health & Environment “Environmental Interest Finder” mapping tool (Internet Explorer recommended) and Identified Sites List ▪ DNR - Missouri Dept. Natural Resources “Missouri E-Start” mapping tool ▪ NDEQ - Nebraska Dept. Environmental Quality ▪ DNR - Iowa Dept. Natural Resources “Facility Explore” mapping tool <p>EPA info on USTs (underground storage tanks)</p> <p>EPA Cleanup Guidance</p>

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			<p>Radon Control: Radon-resistant construction or radon mitigation should conform to the following standards, which include post-mitigation testing requirements. All standards listed below are here.</p> <p><i>Existing Structures:</i></p> <ul style="list-style-type: none"> • Multifamily: ANSI-AARST RMS-MF 2018, “Radon Mitigation Standards for Multifamily Buildings” • Single-family: ANSI/AARST Standard SGM-SF-2017, “Soil Gas Mitigation Standards for Existing Homes” <p><i>New Construction:</i></p> <ul style="list-style-type: none"> • Multifamily: ANSI-AARST CC-1000-2018, “Soil Gas Control Systems in New Construction of Buildings,” or ANSI-ASHRAE 189.1-2017, “Standard for the Design of High-Performance Green Buildings except Low Rise Residential Buildings,” Sections 801.3.4, 1001.3.1.9, and 1001.3.2.1.4.5.d • Single-family: ANSI-AARST CCAH-2013, “Reducing Radon in New Construction of 1 & 2 Family Dwellings and Townhouses” 		<p>HUD Lead Rule Compliance Advisor</p> <p>HUD Lead-Based Paint Guidelines</p> <p>HUD Exchange</p>

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<p>5. Endangered Species</p> <p>Endangered Species Act of 1973 (16 U.S.C. 1531 <i>et seq.</i>), particularly section 7 (16 U.S.C. 1536)</p> <p>50 CFR Part 402 "Endangered Species Act" (DOI & Commerce)</p>	<ul style="list-style-type: none"> ▪ Acquisition or Disposition of undeveloped land ▪ Conversion of land use ▪ Demolition ▪ Site clearance ▪ Major rehabilitation ▪ New construction 	<p>Project may affect or is likely to affect any Federally listed endangered or threatened species or its habitat.</p>	<p>Evaluate species and habitat listings for project area. Contact US Fish and Wildlife Service (USFWS) to determine if a listed species or habitat is present in the project area or may be affected by the project.</p> <p>USFWS iPaC - project area search tool for species and critical habitat.</p> <p>USFWS ECOS county-level search tool.</p> <p>USFWS Critical Habitat online mapper</p> <p>USFWS general information on listed species and habitats</p> <p>In addition:</p> <ul style="list-style-type: none"> • Missouri Natural Heritage Database (federal and state listed species) • Missouri species, by county • Iowa species, by county 	<p>Determination required of either "no effect," "may affect but not likely to adversely affect" or "likely to adversely affect" a listed species or its habitat.</p> <p>If a listed species or habitat is present in project area, consultation is required under Section 7 of the Endangered Species Act to determine if the proposed activity will adversely affect the subject species or habitat.</p> <p>Step-by-step Section 7 consultation:</p> <p>When required, a biological assessment must be prepared by a qualified professional (e.g., biologist or botanist) explaining the likely effect on the species or habitat.</p>	<p>U.S. Fish & Wildlife Ecological Services Field offices</p> <p>Kansas</p> <ul style="list-style-type: none"> ▪ 2609 Anderson Avenue Manhattan, KS 66502 (785-539-3474) <p>Missouri</p> <ul style="list-style-type: none"> ▪ 101 Park DeVille Dr. Suite A Columbia, MO 65203-0057 (573-234-2132) <p>Nebraska</p> <ul style="list-style-type: none"> ▪ 9325 South Alda Rd Wood River, NE 68883 (308-382-6468) nebraskaes@fws.gov <p>Iowa</p> <ul style="list-style-type: none"> ▪ 1511 47th Avenue Moline, IL 61265 (309-757-5800) <p>HUD Exchange</p>

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<p>6. Environmental Justice</p> <p>E.O. 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations”</p>	<p>Applies when an adverse impact or condition occurs with respect to an environmental issue;</p> <p><i>and,</i></p> <p>When the activity is:</p> <ul style="list-style-type: none"> ▪ Acquisition ▪ Change of land use ▪ Demolition ▪ Rehabilitation ▪ New construction 	<p>Project site or neighborhood suffers from adverse health or environmental effects which disproportionately impact a minority or low-income population relative to the community at large.</p> <p>The potential for new or continued adverse health or environmental effects must be considered.</p>	<p>Demographic and geospatial data from federal, state, local and regional agencies.</p> <p>EPA EJ Screen mapping tool provides data relevant to EJ analysis.</p> <p>Additional sources:</p> <ul style="list-style-type: none"> • FFIEC Tract-level census data on race & income – search by address. • Census tables and maps 	<p>Perform EJ analysis using census, geographic and other data to determine if a low-income/minority population is disproportionately impacted. Analysis is comparative between the project area and the larger community in which the project is located.</p> <p>If susceptible populations are impacted:</p> <ul style="list-style-type: none"> • Mitigation or avoidance of adverse impacts must be considered to the extent practicable; and, • Public participation processes must involve the affected population(s) in the decision-making process. 	<p>EPA EJ Mapper</p> <p>EPA MyEnvironment</p> <p>EPA Guidance on EJ for NEPA</p> <p>CEQ Guidance on EJ for NEPA</p> <p>Human Health & Toxicology:</p> <ul style="list-style-type: none"> • CDC NIOSH (Nat’l Institute for Occupational Safety and Health) – chemical information • CDC ATSDR (Agency for Toxic Substances and Disease Registry) • EPA IRIS (Integrated Risk Information System) <p>HUD Exchange</p>

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<p>7. Explosive and Flammable Operations</p> <p>Housing and Community Development Act of 1974, as amended. 24 CFR Part 51 Subpart C “Siting of HUD-Assisted Projects Near Hazardous Operations Handling Petroleum Products or Chemicals of an Explosive or Flammable Nature” (HUD)</p>	<p>Residential project when the activity is:</p> <ul style="list-style-type: none"> ▪ New construction ▪ Rehabilitation, where unit density increased ▪ Conversion of land use from non-residential to residential use ▪ Vacant building made habitable <p>or</p> <p>Any project for industrial, commercial, institutional or recreational use, when the activity is:</p> <ul style="list-style-type: none"> ▪ New construction ▪ Conversion of land use 	<p>Project is located within sight of or in proximity to a stationary hazardous facility that stores, handles or processes chemicals or petrochemicals of an explosive or flammable nature, such as liquid propane, gasoline or other above-ground storage tanks.</p> <p>Excluded from the regulation:</p> <ul style="list-style-type: none"> • Mobile tanks (including railroad cars other than when servicing a facility) • Buried tanks • Residential tanks that serve HUD-assisted 1-4 unit housing • Tanks with 100-gallon and less capacity and having common fuels • Tanks for liquefied petroleum gas (LPG) or propane up to 1,000 gallons that comply with National Fire Protection Association (NFPA) Code 58 (aka, LPG Code) (2017) 	<p>Site inspection, aerial photo analysis and/or contact with local fire protection or emergency management agencies to determine presence of hazardous industrial operations and/or above-ground tanks in vicinity of project.</p> <p>Contact local owner/operator of such facility/tank to determine the type, volume and other characteristics of fuels and chemicals of an explosive or flammable nature.</p>	<p>Calculate the acceptable separation distance (ASD) per guidebook HUD-1060-CPD (1996), “Siting of HUD-Assisted Projects Near Hazardous Facilities,” and apply appropriate mitigation measures or reject the site.</p> <p>HUD ASD calculator</p> <p>AST tank volume calculator</p> <p>Mitigation may include burying the tank(s) or construction of a barrier of adequate size and strength to protect the building and occupants.</p> <p>HUD Mitigation options</p> <p>HUD Barrier design guidance</p>	<p>Contact HUD Field Environmental Officer for tanks having over 1 million-gallon capacity.</p> <p>HUD ASD Guidebook</p> <p>HUD Fact sheet on 1000-gallon LPG/propane tanks</p> <p>HUD Exchange</p>

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<p>8. Farmland Protection</p> <p>Farmland Protection Policy Act of 1981 (7 U.S.C. 4201 <i>et seq.</i>), particularly sections 1504(b) & 1541</p> <p>7 CFR Part 658, "Farmland Protection Policy" (USDA)</p>	<ul style="list-style-type: none"> ▪ Acquisition of undeveloped land ▪ Conversion of undeveloped land ▪ New construction ▪ Site clearance 	<p>Project is located in area that includes prime farmland, unique farmland, or land of statewide or local importance. Can include forest land, pastureland or cropland, but not water or urbanized land. Urban land is exempt if the land is "already in" or "committed" to urban development per 7 CFR 658.2(a).</p>	<p>Follow steps using soil maps from NRCS (USDA Natural Resources Conservation Service) to find important farmlands (95% of nation's counties covered).</p> <p>Alternatively, contact local NRCS office to determine the potential presence of protected farmland.</p> <p>Land "already in" or "committed" to urban development includes:</p> <ul style="list-style-type: none"> • Census Bureau Map showing land identified as "urbanized area" (UA) • USGS topographic maps showing urban area mapped with a red-tint "overprint" 	<p>Site assessment by NRCS is required to determine impact of the farmland conversion. Form AD-1006 rates 12 criteria. Sponsor must use scoring criteria (below) and submit form to NRCS, which has 45 days to make a determination.</p> <ul style="list-style-type: none"> • NRCS Form AD-1006 (Farmland Conversion Impact Rating) • Scoring Criteria (LESA) for completing AD-1006. (Criteria at 7 CFR §658.5) • NRCS Form NRCS-CPA-1006 for corridor projects <p>Site with impact rating of between 160 and 200 points requires consideration of at least two alternative sites. Rating over 200 points should include three alternative sites.</p>	<p>NRCS County offices</p> <p>NRCS & FPPA</p> <p>NRCS Land Evaluation and Scoring Assessment (LESA) Handbook, Sept 2006</p> <p>HUD Exchange</p>

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<p>9. Floodplain Management</p> <p>E.O. 11988, "Floodplain Management", particularly section 2(a).</p> <p>24 CFR Part 55 "Floodplain Management and Wetland Protection" (HUD)</p>	<ul style="list-style-type: none"> ▪ Acquisition for construction or for existing bldg >4 units ▪ Disposition >4 units ▪ Financing >4 units ▪ Leasing (unless flood insured) ▪ New construction ▪ Rehab or Repair, unless 1-4 unit housing below threshold of Substantial Improvement (total rehab cost <50% pre-rehab value or <20% density increase) 	<p>Project is located within a Special Flood Hazard Area (100-year floodplain), or, if a critical action (e.g., nursing home; hospital; fire station) is located in a 500-year floodplain.</p>	<p>FEMA Flood Insurance Rate Maps (FIRM), Preliminary FIRM, or Flood Hazard Boundary Map (FHBM).</p> <p>FEMA National Flood Hazard Layer's FIRM and FIRMette maps, the latter covering small areas (approx. 1 sq. mile) and suitable for most projects.</p> <p>FEMA Preliminary FIRMs <i>must</i> be used where the Base Flood Elevation (BFE) is higher than the BFE on the current FIRM. More info.</p> <p>If the preliminary flood data search tool is unavailable, use FEMA's alternate site to view preliminary flood maps.</p> <p>FEMA Preliminary Map Comparison Tool (accessed through the <i>Flood Map Changes Viewer</i>) features side-by-side panel viewing of effective & preliminary maps. Tutorial.</p> <p>FEMA Flood Map Service Center (all products, including historic maps, Letters of Map Amendment, etc.)</p> <p>For unmapped areas, FEMA Community Status Book can provide information on flood hazards.</p>	<p>Avoid direct or indirect support of floodplain development wherever there is a practicable alternative.</p> <p>Approval of project requires compliance with the decision-making provisions of §55.20, i.e., the "eight-step" process.</p> <p>Project may be approved only if there is no practicable alternative outside the floodplain. Project must apply appropriate mitigation.</p>	<p>FEMA National Flood Insurance Program</p> <p>Association of State Floodplain Managers</p> <p>HUD sample 8-Step Analysis</p> <p>HUD sample floodplain Notices (8-Step)</p> <p>HUD Exchange</p>

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<p>10. Historic Preservation</p> <p>National Historic Preservation Act of 1966 (16 U.S.C. 470 <i>et seq.</i>), particularly sections 106 & 110.</p> <p>36 CFR Part 800 "Protection of Historic Properties" (ACHP)</p>	<p>Any undertaking having the potential to cause effect, such as:</p> <ul style="list-style-type: none"> ▪ Acquisition ▪ Demolition ▪ Disposition ▪ Ground disturbance ▪ New construction ▪ Rehabilitation ▪ Repair 	<p>Project's area of potential effects [see §800.16(d)] contains:</p> <ul style="list-style-type: none"> ▪ A property listed in, or eligible for listing in, the National Register of Historic Places; or, ▪ An historic district listed in, or eligible for listing in, the National Register of Historic Places; or, ▪ Compelling evidence of the high probability of archeological resources eligible for listing in the National Register of Historic Places. <p>National Register Eligibility Criteria</p> <p>HUD Tribal Directory Assessment Tool (TDAT)</p>	<p>Information on historic resources available from National, State, Tribal and local registers/sources:</p> <ul style="list-style-type: none"> ▪ National Register database ▪ State Historic Preservation Office (SHPO) ▪ Tribal Historic Preservation Office (THPO) ▪ Certified Local Government (CLG) preservation staff – contact the local government. 	<p>Afford the Advisory Council on Historic Preservation (ACHP) opportunity to comment, consistent with 36 CFR Part 800 implementing the Section 106 process. Consultation with the SHPO is required. Consultation with tribes, THPO, the public and others may be required.</p> <p>The Section 106 process includes initiation of the process [§800.3], identification of historic properties [§800.4], assessment of adverse effects [§800.5], and resolution of adverse effects [§800.6].</p> <p>Formal agreements (Memorandum of Agreement or Programmatic Agreement) stipulate how adverse effects will be resolved. Guidance on writing MOAs</p> <p>HUD Section 106 database of agreement documents (MOA & PA)</p>	<p>Advisory Council on Historic Preservation (ACHP)</p> <p>ACHP applicant toolkit</p> <p>HUD tribal consultation database</p> <p>HUD tribal consultation policy (Notice CDP-12-006)</p> <p>Federally recognized Indian tribes and here</p> <p>National Register of Historic Places</p> <p>NPS Standards and technical guidance</p> <p>USDA Other resources</p> <p>HUD Exchange</p>

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<p>11. Noise Abatement & Control</p> <p>Noise Control Act of 1972, as amended by the Quiet Communities Act of 1978.</p> <p>24 CFR Part 51 Subpart B "Noise Abatement and Control" (HUD)</p>	<p>Residential and other noise-sensitive developments (e.g., hospitals, nursing homes, day care, community center)</p> <ul style="list-style-type: none"> ▪ Acquisition for residential or noise-sensitive use ▪ Conversion of land use from non-residential to residential ▪ New construction ▪ Rehabilitation 	<p>Project is located within:</p> <ul style="list-style-type: none"> ▪ 1,000 feet of major/busy road, ▪ 3,000 feet of railway, ▪ 15 miles of airport (civil or military). <p>HUD interior noise goal is 45 decibels (DNL) or lower.</p> <p>HUD exterior noise goal is 55 decibels (DNL) or lower, although 65 DNL is considered acceptable.</p>	<p>Noise assessment data sources include: local or state highway departments; local or regional planning departments; public works departments; railroad dispatch offices; and airport operators.</p> <p>Airport noise contour maps are shown on Airport Layout Plan (civil airport) or AICUZ Study (military airfield).</p> <p>Civil airports subject to HUD noise requirements are designated in the FAA National Plan of Integrated Airport System (NPIAS):</p> <ul style="list-style-type: none"> • Both Commercial Service (CS) and Primary (P) airports have noise contours maps available • General Aviation (GA) airports with less than 9,000 enplanements may be assumed to not present a community noise concern; otherwise, consult airport operator 	<p>Perform noise assessment in accordance with the Noise Assessment Guidelines (NAG) in guidebook HUD-953-CPD(1). For airports, use the airport's noise contour maps to determine noise levels (the contour lines are expressed in DNL noise levels).</p> <p>HUD Noise Level Calculator</p> <p>Microsoft <i>Internet Explorer</i> browser recommended.</p> <p>Road gradient calculator</p> <p>Projected noise level:</p> <ul style="list-style-type: none"> ▪ 65-75 DNL "Normally Unacceptable;" requires mitigation or attenuation ▪ >75 DNL "Unacceptable;" requires rejection in most cases unless mitigated. <p>HUD Noise Barrier Calculator</p> <p>HUD STraCAT, Building Attenuation Calculator (Sound Transmission Classification Assessment Tool)</p>	<p>FAA noise exposure maps (some airports)</p> <p>Airport operator contacts</p> <p>Roadway state DOT traffic volume maps:</p> <ul style="list-style-type: none"> • Iowa and here • Kansas • Missouri and here • Nebraska <p>FRA (Federal Railway Administration) crossing inventory</p> <p>FRA Mapping tool</p> <p>State Railway information (DOTs):</p> <ul style="list-style-type: none"> • Iowa - planning and rail mapper • Kansas • Missouri • Nebraska <p>FHWA Noise Barrier design & construction</p> <p>HUD Exchange & Noise Guidebook</p>

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<p>12. Water Quality (Sole Source Aquifers)</p> <p>Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300(f) <i>et seq.</i>, and 21 U.S.C. 349), particularly section 1424(e)</p> <p>40 CFR Part 149 "Sole Source Aquifers" (EPA)</p>	<ul style="list-style-type: none"> ▪ Acquisition of undeveloped land ▪ Change of land use ▪ New construction 	<p>Project is located within area of an EPA-designated sole source aquifer, unless project utilizes municipal water and sewer and has appropriate local drainage.</p>	<p>EPA Designated sole source aquifers.</p>	<p>Review of project by Regional EPA Office of Ground Water is required if activity is of a type and size specified in an agreement between EPA and HUD.</p> <p>Project may require memorandum of understanding (MOU) with EPA describing compliance to be followed.</p>	<p>EPA – ground water & drinking water: http://water.epa.gov/drink/ind ex.cfm</p> <p>EPA – source water protection: https://www.epa.gov/sourcewaterprotection</p> <p>EPA – TMDL maps: https://www.epa.gov/tmdl</p> <p>HUD Exchange</p>
<p>13. Wetlands Protection</p> <p>E.O. 11990, "Protection of Wetlands," particularly sections 2 & 5.</p> <p>24 CFR Part 55 "Floodplain Management and Wetland Protection" (HUD).</p>	<ul style="list-style-type: none"> ▪ Acquisition or Disposition of undeveloped land ▪ Change of land use ▪ New construction ▪ Expansion of bldg footprint 	<p>Project is located within, or has impact upon, a wetland.</p> <p>Wetlands include both "jurisdictional" wetlands (aka, waters of the U.S.) and "isolated" wetlands.</p>	<p>NWI (National Wetlands Inventory) maps are used for preliminary screening. USFWS NWI Mapper</p> <p>Where NWI map, site inspection, or other information indicates potential for a wetland, the wetland should be delineated by a qualified wetland professional using the "1989 Corps of Engineers Wetland Delineation Manual."</p> <p>For wetlands delineation, contact USACOE, USFWS, USDA-NRCS, USEPA and/or private consultants.</p>	<p>Avoid adverse impacts upon wetlands and direct or indirect support of new construction in wetlands wherever there is practicable alternative.</p> <p>Approval of project requires compliance with the decision-making provisions of §55.20, i.e., the "eight-step" process. Project may be approved only if there is no practicable alternative outside the wetland.</p>	<p>U.S. Army Corp of Engineers</p> <p>U.S. Fish and Wildlife Service</p> <p>EPA</p> <p>HUD Exchange</p>

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<p>14. Wild & Scenic Rivers</p> <p>Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 <i>et seq.</i>), particularly sections 5(d), 7(a), 7(b) & (c).</p> <p>36 CFR Part 297 "Wild and Scenic Rivers" (USDA)</p>	<ul style="list-style-type: none"> ▪ Acquisition of undeveloped land ▪ Change of land use ▪ Major rehabilitation ▪ New construction 	<p>Project is located within one (1) mile of a designated Wild & Scenic River, or river being studied as a potential component of the Wild & Scenic River system.</p> <p>Project is located upstream, downstream, or on a tributary of river that is designated, studied or has potential for listing on the system.</p> <p>Protected rivers are: Designated, Study and National River Inventory (NRI) rivers. NRI rivers may be eligible for listing as a Wild & Scenic River.</p>	<p>Protected rivers on National Park Service (NPS) website:</p> <ul style="list-style-type: none"> • Designated wild & scenic rivers • Study rivers (potential wild and scenic rivers), and • National River Inventory (NRI) listed rivers (eligible rivers and segments). <p>GIS shape files (maps) for Designated Rivers can also be downloaded from the NPS site.</p> <p>River Management Plans</p> <p>Managing Agencies</p>	<p>For a Designated River or Study River, determination from the National Park Service (NPS), or other federal/state/local Managing Agency, must be obtained, with finding that the project will not have a direct and adverse effect on the river nor invade or diminish values associated with such rivers.</p> <p>For NRI rivers, consultation with NPS is recommended to identify and eliminate direct and adverse effects.</p>	<p>National Park Service, and here</p> <p>NPS consultation instructions for NRI</p> <p>NPS publications</p> <p>HUD Exchange</p>

24 CFR Parts 58.6/50.4 – Other Requirements

<p>1. Airport Clear Zones</p> <p>24 CFR Part 51 Subpart D "Siting of HUD-Assisted Projects in Clear Zones and Accident Potential Zones" (HUD)</p>	<ul style="list-style-type: none"> ▪ Purchase or sale of real property 	<p>Project is located within 2,500 feet of the end of a civil airport runway or 15,000 feet of the end of a military airfield runway.</p>	<p>Airport clear zone maps available from airport operations authority.</p>	<p>Purchase or sale of a property in a CZ requires notification to buyer per 24 CFR Part 58.6(d).</p> <p>The notice informs the prospective buyer of potential hazards from airplane accidents and the potential by airport or airfield operators who may wish to purchase the property at some point in the future.</p>	<p>Contact airport operator or nearest FAA District office.</p> <ul style="list-style-type: none"> • Airport operators <p>HUD Sample buyer notification</p> <p>HUD Exchange</p>
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Important: (1) Information contained herein is for general guidance only. Applicable authorities and regulations take precedence over guidance material and should be consulted as necessary to achieve full compliance. (2) HUD cannot attest to the accuracy of information provided by websites external to HUD, and access to these sites does not constitute an endorsement by HUD or any of its employees of sponsors, products or advertisements represented on the websites. (3) [Contact the HUD Environmental Officer in your area](#) for information or assistance related to compliance with HUD environmental requirements. **MOHR_HUD_REG-VII_9.30.20_v17**

Environmental Issue/Impact (Statute, Authority &/or Regulation)	Generally Applicable Activities	Threshold for Action (Analysis/Evaluation/ Consultation)	Source Documentation (Map/On-line Listing/ Agency Contacts)	Action Required	Further Information
<p>2. Coastal Barriers</p> <p>Coastal Barrier Resources Act, as amended (16 U.S.C. 3501)</p>	<ul style="list-style-type: none"> All activities having a physical impact 	<p>Project is located in a community listed in the Coastal Barrier Resources System (CBRS).</p>	<p>USFWS CBRS maps</p> <p>Coastal barriers are also displayed on a FEMA Flood Insurance Rate Map (FIRM).</p>	<p>Federal funding is prohibited for projects located within a designated coastal barrier.</p>	<p>FEMA maps' community panel numbers with CBRS</p> <p>HUD Exchange</p>
<p>3. Flood Insurance</p> <p>Flood Disaster Protection Act of 1973, as amended. National Flood Insurance Reform Act of 1994 (42 U.S.C. sec 4001f)</p> <p>44 CFR Parts 59-77 "Regulations of the National Flood Insurance Program" (FEMA)</p>	<p>All HUD programs that provide assistance to buildings.</p> <p><u>Exceptions:</u></p> <ul style="list-style-type: none"> Leasing without rehab, acquisition or improvements (however, may be needed under §55.12(b)(5)) Loans < \$5,000 repaid within 1 year Maintenance State-administered formula grants (i.e., CDBG, HOME & ESG programs) <p><u>Inapplicable:</u></p> <ul style="list-style-type: none"> Improvements or repairs costing less than the deductible of a standard flood insurance policy on a building (up to a FEMA deductible of \$10,000). 	<p>Building is located within Special Flood Hazard Area (SFHA is the 100-year floodplain).</p>	<p>FEMA Flood Insurance Rate Maps (FIRM) or Flood Hazard Boundary Maps (FHBM).</p> <p>FEMA National Flood Hazard Layer's FIRM and FIRMette maps, the latter covering small areas (approx. 1 sq. mile) and suitable for most projects.</p>	<p>Property owner must purchase and maintain flood insurance protection.</p> <p>Coverage is limited to the building and improvements only (no coverage is available for land). If the Federal assistance includes any portion of the cost of any machinery, equipment, fixtures or furnishings, the total cost of such items must also be covered by flood insurance.</p> <p>Coverage requirements:</p> <ul style="list-style-type: none"> Grants – Term is for life of the building, regardless of transfer of ownership; and coverage amount is equal to total project cost (up to maximum coverage limit). Loans – Term equal to that of the loan; coverage amount equal to that of the loan (up to maximum coverage limit). 	<p>FEMA Nat'l Flood Insurance Program (NFIP)</p> <p>FEMA Community Status Book, showing participation in National Flood Insurance Program</p> <p>HUD Exchange</p>

Important: (1) Information contained herein is for general guidance only. Applicable authorities and regulations take precedence over guidance material and should be consulted as necessary to achieve full compliance. (2) HUD cannot attest to the accuracy of information provided by websites external to HUD, and access to these sites does not constitute an endorsement by HUD or any of its employees of sponsors, products or advertisements represented on the websites. (3) [Contact the HUD Environmental Officer in your area](#) for information or assistance related to compliance with HUD environmental requirements. **MOHR_HUD_REG-VII_9.30.20_v17**



United States Department of the Interior



FISH AND WILDLIFE SERVICE
Mountain-Prairie Region
Kansas Ecological Services Field Office
2609 Anderson Avenue
Manhattan, Kansas 66502

IN REPLY REFER TO:
FWS/R6/

May 19, 2022

Angela Gonzalez
CHAD- Housing and Special Projects Coordinator
City of Dodge City

RE: City of Dodge City – Rehabilitation and Non-Cosmetic Repair of Eligible Homes, Dodge Co.
FWS Tracking # 2022-0036330

Dear Ms. Gonzalez:

This is in response to your request for comment on the proposed Rehabilitation and Non-Cosmetic Repair of Eligible Homes. The project target area is bounded by the south side of the 1000 – 1200 block of West Beeson Road, 1000 – 1200 block of Longbranch Road, 900 – 1000 block of Harris Avenue, 900 – 1000 block of Kelley Avenue, 1000 – 1200 block of McArtor Road and the 900 block of Masterson Road, City of Dodge City, Dodge County, Kansas.

Based on review of the proposed actions and locations, I conclude that no federally listed threatened or endangered species are likely to be present in the targeted project area.

Should project plans change, or if additional information on listed or proposed species or critical habitat becomes available, this determination may be reconsidered. Until the ongoing project is complete, we recommend that you contact this office every 90 days from the date of this letter to ensure that listed species presence/absence information for the proposed project is correct.

Thank you for this opportunity to comment this proposed project. If we can be of any further assistance, please contact Ms. Michele McNulty, of this office, at michele_mcnulty@fws.gov.

Sincerely,

Michele McNulty

For

Jason Luginbill
Field Supervisor

cc: KDWP, Pratt, KS (Ecological Services)

1320 Research Park Drive
Manhattan, KS 66502
785-564-6700
www. agriculture.ks.gov



900 SW Jackson, Room 456
Topeka, KS 66612
785-296-3556

Mike Beam, Secretary

Laura Kelly, Governor

ANGIE GONZALEZ
DODGE CITY/FORD COUNTY DEVELOPMENT CORPORATION
PO BOX 818
DODGE CITY KS 67801
Email: angieg@dodgedev.org

May 4, 2022

RE: Rehabilitation project on the south side of Dodge City

Ms. Gonzalez:

This correspondence will acknowledge receipt of your environmental review request regarding the rehabilitation and repair of eligible homes in the stated area of Dodge City, KS. The request was received in our office on April 22, 2022.

The Kansas Department of Agriculture Divisions of Conservation and Water Resources have no objection to or comment on this project. We will feel there will be no impact anticipated related to either conservation areas or water resources.

Thank you for the opportunity to review this project.

Sincerely,

A handwritten signature in blue ink that reads "Laura L. Moody". The signature is written in a cursive, flowing style.

Laura L Moody
Environmental Reviews
Kansas Department of Agriculture
Division of Water Resources
(785) 564-6674
KDA.EnvironmentalReview@ks.gov
<http://agriculture.ks.gov/dwr>

ENVIRONMENTAL ASSESSMENT REVIEW

REQUEST FOR ACTION ON GRANT REVIEW	DATE: April 21, 2022
Agency Name: Kansas Water Office 901 South Kansas Avenue Topeka, KS 66612-1249	Impact Categories: Water Quality
Applicant's Name and Address: City of Dodge City 806 N. 2 nd Avenue; P.O. Box 880 Dodge City, KS 67801	Project Title: Rehabilitation and non-cosmetic repair of the eligible homes in the project target area located on the south side of Dodge City
Project Number: CDBG #22-HR-004	Return No Later Than: May 21, 2022

Return To: Angie Gonzalez
Grant Administrator
Dodge City/Ford County Development Corporation
P.O. Box 818
Dodge City, KS 67801
angieg@dodgegov.org

Dodge City/Ford County Development Corporation have submitted the enclosed proposal for an Environmental Assessment Review. Your review of this proposal as it affects regional or local interest will be appreciated. Your appropriate comments concerning the proposal should be submitted to Dodge City/Ford County Development Corporation no later than the date specified above.

Comments filed on a proposal may include: (1) The extent to which the project is consistent with or contributes to the fulfillment of your agency planning within the state, region or locality; (2) How the proposal relates to state, regional or local objectives; and (3) The effect of the proposal on your agency's activities.

<input checked="" type="checkbox"/> No Impact Anticipated	<input type="checkbox"/> Potentially Beneficial
<input type="checkbox"/> Potentially Adverse— Requires Documentation Only	<input type="checkbox"/> Requires Project Modification
<input type="checkbox"/> Potentially Adverse— Requires More Study	<input type="checkbox"/> Needs Mitigation

COMMENTS:

During the rehabilitation work practices need to be put in place to protect surface and groundwater from any contaminants.

Kirk Tjelmeland Field Services Coordinator
Reviewer's Signature and Title

Kirk Tjelmeland
Printed Name

765.368.8149 Kirk.Tjelmeland@dcwo.ks.gov
Phone # and E-mail Address

4-26-22
Date

Operations Office
512 SE 25th Ave.
Pratt, KS 67124-8174



Phone: (620) 672-5911
Fax: (620) 672-3013
www.ksoutdoors.com

Brad Loveless, Secretary

Laura Kelly, Governor

5/9/2022

Angie Gonzalez
Grant Administrator
City of Dodge City

Ref Code: D6.0000
Tracking #: 20220503
Ford County

Dear Angie:

RE: KDWP Review of CDBG Project #22-HR-004 – Housing Rehabilitation Project, Dodge City, KS

Legal Description: Sec 02 – T27S – R25W

The referenced project was reviewed for potential impacts on crucial wildlife habitats, current state-listed threatened and endangered species and species in need of conservation, and public recreation areas for which this agency has administrative authority.

We have no objections to the project and provide the following comments and general recommendations when applicable:

- **Incorporate principles of low impact development (LID), such as permeable asphalt pavement, porous concrete, swales, bioretention, or raingardens. More info on LID: <https://www.epa.gov/nps/urban-runoff-low-impact-development>.**
- **Implement and maintain standard erosion control Best Management Practices during all aspects of construction by installing sediment barriers (wattles, filter logs, rock check ditches, mulching, or any combination of these) across the entire construction area to prevent sediment and spoil from entering aquatic systems. Barriers should be maintained at high functioning capacity until construction is completed and vegetation is established. For more information on erosion BMPs go to: <http://www.kdheks.gov/stormwater/#construct>.**
- **Reseed disturbed areas with native warm-season grasses, forbs, and trees.**

Results of our review indicate there will be no significant impacts to crucial wildlife habitats; therefore, no special mitigation measures are recommended. The project will not impact any public recreational areas, nor could we document any potential impacts to species currently listed as threatened, endangered or in need of conservation. No Department of Wildlife and Parks permits or special authorizations will be needed if construction is started within one year, and no design changes are made in the project plans. Permits may still be required from other agencies. We recommend consultation with all other applicable regulatory authorities which, among others, may include Kansas Department of Health and Environment, Kansas Department of Agriculture-Division of Water Resources, and the U.S. Army Corps of Engineers.

Since the Department's recreational land obligations and the State's species listings periodically change, if construction has not started within one year of this date, or if design changes are made in the project plans, the project sponsor must contact this office to verify continued applicability of this assessment report. For our purposes, we consider construction started when advertisements for bids are distributed.

Thank you for the opportunity to provide these comments and recommendations.

Sincerely,

Mark Van Scoyoc
Biodiversity Survey Coordinator/Ecologist
Ecological Services Section, KDWP

Office of the Secretary
Curtis State Office Building
1000 SW Jackson St., Suite 540
Topeka, KS 66612-1367



Phone: 785-296-0461
www.kdheks.gov

Janet Stanek, Secretary

Laura Kelly, Governor

Comments by: KDHE

Transmittal Date: June 24, 2022

This form provides notification and the opportunity for your agency to review and comments on this proposed project as required by Executive Order 12372. Review Agency, please complete Parts II and III as appropriate and return to the contact person listed below. Your prompt response will be appreciated.

Return To: Angie Gonzalez
Email: angieg@dodgegov.org

PART I

REVIEW AGENCIES/COMMISSION

Aging
 Agriculture
 Biological Survey
 Conservation Commission
 Corporation Commission

Education
 Geological Survey, KS
 Health & Environment
 Historical Society
 Social & Rehabilitation

State Forester
 Transportation
 Water Office, KS
 Wildlife & Parks
 Commerce

PART II

AGENCY REVIEW COMMENTS

(Attach additional sheet if necessary) Re: ER-CDBG#22-HR-004

Kevin Heit, Bureau of Waste Management: Comments and an attachment are enclosed for this project.
Bob Jurgens, Bureau of Environmental Remediation: Christopher Wierman; comments are enclosed for this project, Randy Carlson; The Remedial Section has no concerns with this project, Brett Tavener; comments are enclosed for this project, Delbert Smith; comments are enclosed for this project, Seth Mettling; comments are enclosed for this project, Wyatt Harness comments are enclosed for this project
Connie Ellis, Bureau of Air: BOA comments include possible asbestos inspections and demo forms. Please contact Phil Schlaman for further information.
Erich Glave, Bureau of Environmental Field Services, BEFS has no comments.
Tom Stiles, Bureau of Water: Has no comments.

PART III

RECOMMENDED ACTION COMMENTS

Clearance of the project should be granted.
 Clearance of the project should not be granted.
 Clearance of the project should be delayed until the issues or questions above have been clarified.
 Request a State Process Recommendation in concurrence with the above comments

Clearance of the project should not be delayed but the Applicant should (in the final application) address and clarify the question or concerns indicated above.
 Request the opportunity to review final application prior to submission to the federal funding agency.

DIVISION/ AGENCY/ COMMISSION:

Judi Dunn, Division of Environment Director's Office
Phone: 785.291-3092
Email: Judi.Dunn@ks.gov

Division of Environment
Curtis State Office Building
1000 SW Jackson St., Suite 400
Topeka, KS 66612-1367



Phone: 785-296-1535
Fax: 785-559-4264
www.kdheks.gov

Janet Stanek, Secretary

Laura Kelly, Governor

MEMORANDUM

TO: Judi Dunn

CC: Julie Coleman, Amy Thompson

FROM: Kevin Heit – Bureau of Waste Management

DATE: June 16th, 2022

RE: Intergovernmental Agency Review requested by Dodge City/Ford County Development Corporation for CDBG # 22-HR-004 grant funded City of Dodge City Residential Rehabilitation Project, in Ford County, KS.

The City of Dodge City, Ford County and its contractor(s) should review the attached Technical Guidance Document and ensure all waste is properly disposed. Waste that does not meet the definition of clean rubble or construction/demolition waste should be disposed at a permitted municipal solid waste landfill. If further information is required, I may be reached via email at kevin.heit@ks.gov or by phone at (785) 296-1757.

Kansas Department of Health and Environment
 Bureau of Waste Management
 1000 SW Jackson, Suite 320, Topeka, Kansas 66612-1366



Construction and Demolition Wastes and Clean Rubble Technical Guidance Document SW-1994-G2

Construction and Demolition (C&D) waste is solid waste generated during construction or demolition activities. Clean rubble is also generated during construction or demolition activities, but it differs in composition from C&D waste. This document explains the definitions of C&D waste and clean rubble and acceptable methods for disposal of both.

Construction and Demolition Waste

Definition of C&D waste

C&D waste is defined in KSA 65-3402 (u) as:

- solid waste resulting from the construction, remodeling, repair and demolition of structures, roads, sidewalks and utilities;
- untreated wood and untreated sawdust from any source;
- treated wood from construction or demolition projects;
- small amounts of municipal solid waste generated by the consumption of food and drinks at construction or demolition sites, including, but not limited to, cups, bags and bottles;
- furniture and appliances from which ozone depleting chlorofluorocarbons have been removed in accordance with the provisions of the federal clean air act;
- solid waste consisting of motor vehicle window glass; and
- solid waste consisting of vegetation from land clearing and grubbing, utility maintenance, and seasonal or storm related cleanup.

Such wastes include, but are not limited to, bricks, concrete, and other masonry materials, roofing materials, soil, rock, wood, wood products, wall or floor coverings, plaster, drywall, plumbing fixtures, electrical wiring, electrical components containing no hazardous materials, non-asbestos insulation and construction related packaging.

Other statutes and regulations further refine the definition:

Construction related packaging means small quantities of packaging wastes that are generated in the construction, remodeling or repair of structures and related appurtenances. "Construction related packaging" does not include packaging wastes that are generated at retail establishments selling construction materials, chemical containers generated from any source or packaging generated during maintenance of existing structures. *KSA 65-3402(dd)*

Furniture and appliances do not include computer monitors and other computer components, televisions, videocassette recorders, stereos, and similar waste electronics.
KAR 28-29-300(a)(4)(A)

Treated wood includes wood treated with any of the following:

- (i) Creosote;
- (ii) oil-borne preservatives, including pentachlorophenol and copper naphthenate;

- (iii) waterborne preservatives, including chromated copper arsenate (CCA), ammoniacal copper zinc arsenate (ACZA), and ammoniacal copper quaternary compound (ACQ); or
- (iv) any other chemical that poses risks to human health and the environment that are similar to the risks posed by the chemicals specified in paragraphs (i) through (iii).

KAR 28-29-300(a)(4)(B)

Untreated wood includes the following, if the wood has not been treated with any of the chemicals listed in the definition of treated wood:

- (i) Coated wood, including wood that has been painted, stained, or varnished; and
- (ii) engineered wood, including plywood, laminated wood, oriented-strand board, and particle board. KAR 28-29-300(a)(4)(C)

Wastes which may be disposed of in a C&D landfill

In addition to the items *explicitly* identified as C&D waste in KSA 65-3402 (u), the Kansas Department of Health and Environment (KDHE) considers the following materials as *acceptable* for disposal in a C&D landfill:

1. Uncontaminated wooden pallets;
2. Street sweepings (litter must be removed and concentrations of metals, volatile organic compounds, and other compounds must be below regulatory levels);
3. Floor tile, siding, and roofing material containing non-friable asbestos. This material should be:
 - a. handled so it remains non-friable (e.g., may have to be manually removed prior to demolition of structure);
 - b. transported wet (covered with a mist spray to suppress dust) or transported with tarp cover; and
 - c. covered immediately at the landfill;
4. Trees, brush, sod, and incidental quantities of leaves and grass;
5. Ash and other residues from the burning of trees and brush (trees and brush must have been burned in accordance with KAR 28-19-647);
6. Metal scrap (e.g. tie strapping);
7. Mobile homes and trailers (except the tires and fuel tanks). KDHE encourages the recycling of metal components.

Dry mud trap solids from commercial car washes may be applied as cover at a C&D landfill. To be considered a solid the material must pass the paint filter test, EPA method SW 846/9095.

Wastes which may *not* be disposed of in a C&D landfill

Construction and demolition waste does not include waste material containing friable asbestos, garbage, appliances from which ozone depleting chlorofluorocarbons have not been removed in accordance with the provisions of the federal clean air act, electrical equipment containing hazardous materials, tires, drums and containers even though such wastes resulted from construction and demolition activities.

KSA 65-3402(u)

In addition to the items *explicitly* identified as not being C&D waste, KDHE considers the following wastes *unacceptable* for disposal in a C&D landfill:

1. Processed tires - i.e. cut or baled;
2. Mud trap wastes from businesses other than commercial car washes;
3. Bagged or bulk quantities of leaves and/or grass clippings;
4. Trash bags, unless demonstrated to contain only acceptable wastes.

Disposal options for C&D wastes

Acceptable C&D wastes may be disposed of in either a municipal solid waste landfill (MSWLF) or in a C&D landfill. Both MSWLFs and C&D landfills must be approved by KDHE through a permit process. But because of the relatively inert nature of the wastes disposed in C&D landfills, these landfills do not have to meet design standards as strict as those for MSWLFs.

Most C&D landfills will, on occasion, receive waste that is not appropriate for disposal. Therefore, all C&D landfills should conduct waste screening (i.e., inspect incoming waste and remove unacceptable materials) and maintain a dumpster or roll-off container onsite for unacceptable wastes which are received at the landfill. Waste screening is covered in Technical Guidance Document SW 02-01, and storage of unapproved wastes screened from construction and demolition landfills is addressed in Bureau of Waste Management Policy 02-01.

Clean Rubble**Definition of clean rubble**

According to KSA 65-3402 (w), "Clean rubble means the following types of construction and demolition waste: concrete and concrete products including reinforcing steel, asphalt pavement, brick, rock and uncontaminated soil as defined in rules and regulations adopted by the secretary."

KSA 65-3415b lists "clean rubble" as a waste which is exempt from the state solid waste tonnage fee. The definition of "construction and demolition waste" in KSA 65-3402(u) states: "Clean rubble that is mixed with other construction and demolition waste during demolition or transportation shall be considered to be construction and demolition waste. "

Clean rubble that is brought separately to a construction and demolition landfill or a municipal solid waste landfill is not subject to the tonnage fee, even if the clean rubble is mixed with construction and demolition waste or municipal solid waste upon disposal.

Disposal of clean rubble

The stable nature of the materials in clean rubble means it may be disposed of with C&D waste, or it may be disposed of separately at a clean rubble site. However, clean rubble that is mixed with other C&D waste during demolition or transportation is considered to be C&D waste and must be disposed of at either a MSWLF or at a C&D landfill.

Unlike a C&D landfill, state statutes do not require a solid waste permit for operation of a site that accepts only clean rubble. However, a clean rubble site may be subject to local city or county requirements such as local approval (zoning or land use) and local ordinances.

Approval from the Division of Water Resources (DWR) may be required if the site is located in the 100-year flood plain. The operation and appearance of the site must not create a public nuisance or adversely affect the public health or the environment.

For additional information regarding the proper management of solid or hazardous waste in Kansas, you may visit the Bureau of Waste Management website at <http://www.kdheks.gov/waste/> or contact the Bureau at: (785) 296-1600, bwm_web@kdheks.gov, or the address at the top of this document.

Division of Environment
Curtis State Office Building
1000 SW Jackson St., Suite 410
Topeka, KS 66612-1367



Phone: 785-296-1660
Fax: 785-559-4261
www.kdheks.gov

Janet Stanek, Secretary

Laura Kelly, Governor

MEMORANDUM

TO: Judi Dunn
FROM: Christopher Wierman
DATE: June 15, 2022
RE: Intergovernmental Agency Review requested by Dodge City/Ford County Development Corporation for Housing Rehabilitation in Dodge City

The Kansas Department of Health and Environment Bureau of Environmental Remediation (KDHE/BER), Assessment and Restoration Section, Dry Cleaner / Superfund Unit, has not identified contaminated Drycleaner or Superfund sites within the vicinity of the proposed project.

Staff members or representatives for Dodge City/Ford County Development Corporation or Dodge City are welcome to come and view the KDHE/BER files in accordance with the Kansas Open Records Act. Please contact me at (785) 296-5548 or by email at christopher.wierman@ks.gov if you have any questions.

Division of Environment
Curtis State Office Building
1000 SW Jackson St., Suite 410
Topeka, KS 66612-1367



Phone: 785-296-1660
Fax: 785-559-4261
www.kdheks.gov

Janet Stanek, Secretary

Laura Kelly, Governor

MEMORANDUM

TO: Judi Dunn
FROM: Brett Tavener
DATE: June 8, 2022
RE: Intergovernmental Agency Review for rehabilitation of eligible homes, Dodge City, KS

The Kansas Department of Health and Environment Bureau of Environmental Remediation (KDHE/BER), Storage Tank Section, did not identify any storage tank facilities within the vicinity of the proposed project area. Clearance for the project should be granted.

Staff members or representatives for the City of Dodge City or their consultant are welcome to come and view the KDHE/BER files in accordance with the Kansas Open Records Act. Please contact me at 785-291-3105 or brett.tavener@ks.gov if you have any questions or concerns.

Division of Environment
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1000 SW Jackson St., Suite 410
Topeka, KS 66612-1367



Phone: 785-296-1660
Fax: 785-559-4261
www.kdheks.gov

Janet Stanek, Secretary

Laura Kelly, Governor

MEMORANDUM

TO: Judi Dunn
FROM: Delbert Smith
DATE: June 8, 2022
RE: Intergovernmental Agency Review requested by Dodge City / Ford County Development Corporation (CGBG #22-HR-004 – City of Dodge City).

The Kansas Department of Health and Environment Bureau of Environmental Remediation (KDHE/BER), Assessment and Restoration Section, Spills Unit, has no identified contaminated spill sites within the vicinity of the proposed project.

Staff members or representatives for Dodge City / Ford County Development Corporation or the City of Dodge City are welcome to come and view the KDHE/BER files in accordance with the Kansas Open Records Act. Please contact me at (785) 368-7301 or by email at delbert.smith@ks.gov if you have any questions.

Division of Environment
Curtis State Office Building
1000 SW Jackson St., Suite 410
Topeka, KS 66612-1367



Phone: 785-296-1660
Fax: 785-559-4261
www.kdheks.gov

Janet Stanek, Secretary

Laura Kelly, Governor

TO: Judi Dunn
FROM: Seth Mettling
DATE: June 9, 2022
RE: Intergovernmental Agency Review for Kansas Department of Commerce Small Cities Community Development Block Grant, requested by the City of Dodge City

Redevelopment Section – Brownfield Program notes no known sites within the project area. Clearance for the project should be granted.

Staff members or representatives for the City of Dodge City are welcome to come and view the KDHE/BER files in accordance with the Kansas Open Records Act. Please contact me at 785.296.5519 or by email at seth.mettling@ks.gov if you have any questions or concerns.

Division of Environment
Curtis State Office Building
1000 SW Jackson St., Suite 410
Topeka, KS 66612-1367



Phone: 785-296-1660
Fax: 785-559-4261
www.kdheks.gov

Janet Stanek, Secretary

Laura Kelly, Governor

MEMORANDUM

TO: Judi Dunn
FROM: Wyatt Harness
DATE: June 24, 2022
RE: Intergovernmental Agency Review requested by Dodge City regarding the Environmental Assessment.

The Kansas Department of Health and Environment Bureau of Environmental Remediation (KDHE/BER), Assessment and Restoration Section, Orphan Sites Unit, has not identified any sites within the vicinity of the project which would be impacted by or would impact the proposed project.

Staff members or representatives for the Dodge City, are welcome to come and view the KDHE/BER files in accordance with the Kansas Open Records Act. Please contact me at (785) 296-1681 or by email at Wyatt.Harness@ks.gov if you have any questions.

Office of the Secretary
Curtis State Office Building
1000 SW Jackson St., Suite 540
Topeka, KS 66612-1367



Phone: 785-296-0461
www.kdheks.gov

Janet Stanek, Secretary

Laura Kelly, Governor

MEMORANDUM

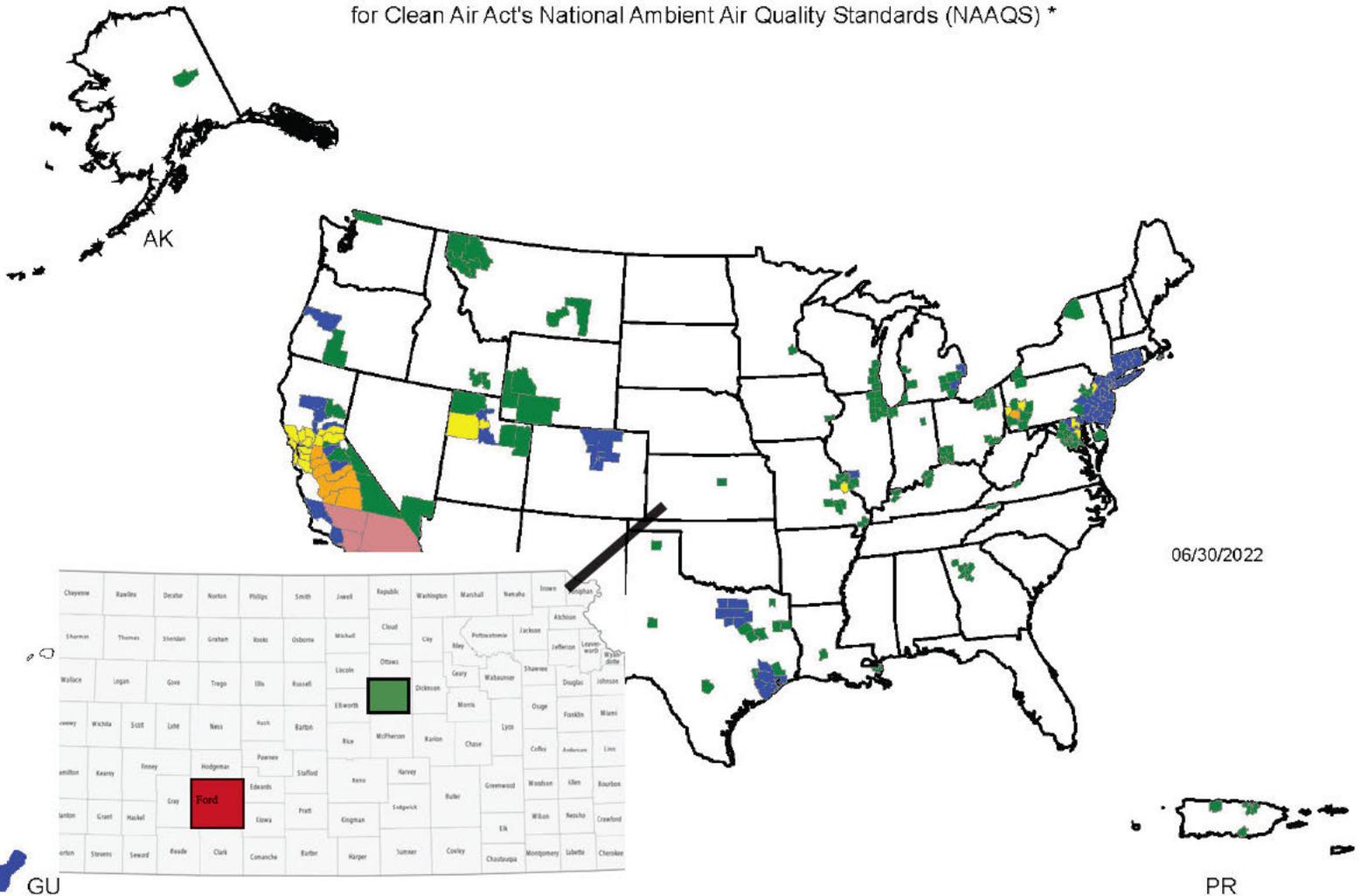
TO: Judi Dunn
FROM: Connie Ellis
DATE: 06/15/2022
RE: ER-CDBG#22-HR-004

Any demo or rehab of a commercial building needs an asbestos inspection. Please contact Philip Schlaman for asbestos information:

Philip Schlaman
Unit Supervisor, Performance Testing and Asbestos Control
(785) 296-1549
Philip.Schlaman@ks.gov

Counties Designated "Nonattainment"

for Clean Air Act's National Ambient Air Quality Standards (NAAQS) *



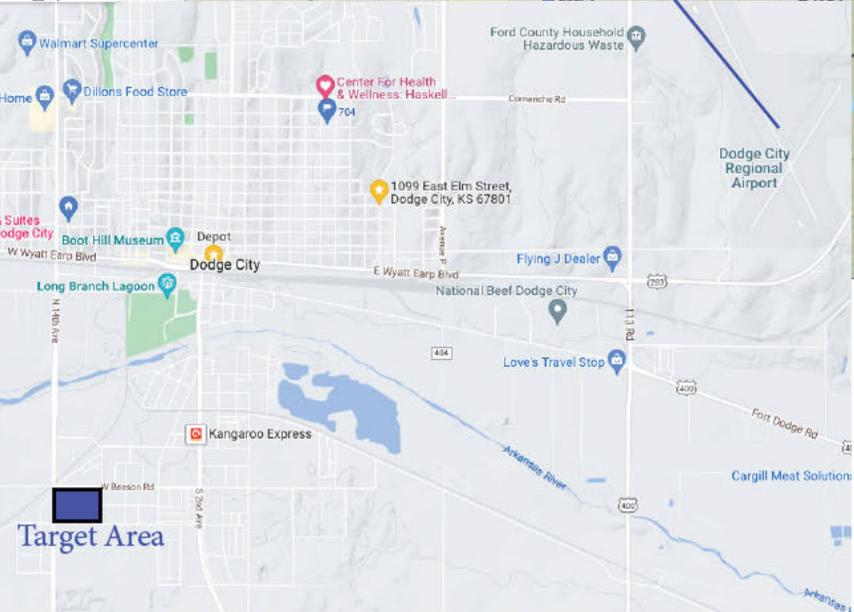
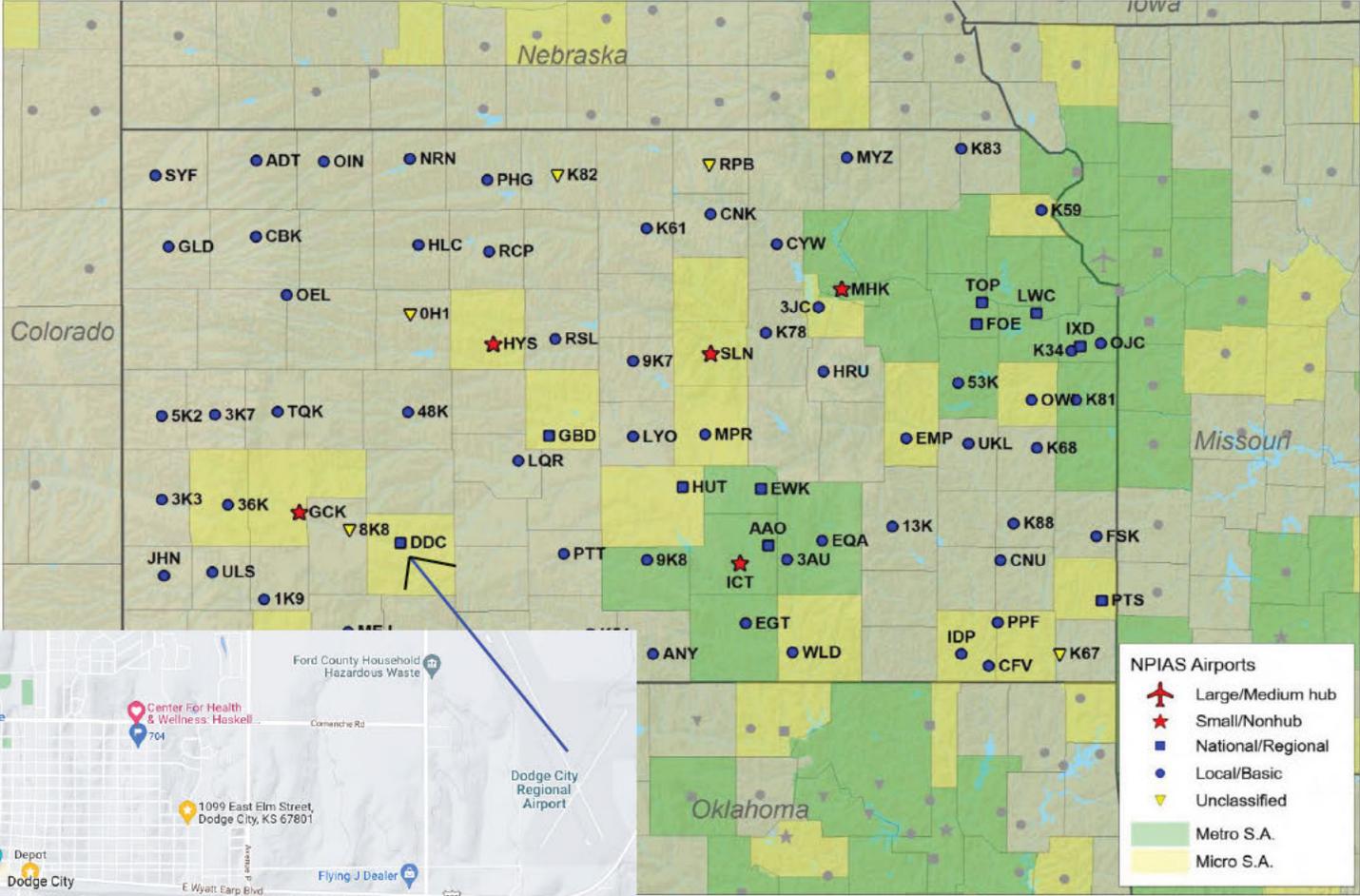
Legend **

- County Designated Nonattainment for 6 NAAQS Pollutants
- County Designated Nonattainment for 5 NAAQS Pollutants
- County Designated Nonattainment for 4 NAAQS Pollutants
- County Designated Nonattainment for 3 NAAQS Pollutants
- County Designated Nonattainment for 2 NAAQS Pollutants
- County Designated Nonattainment for 1 NAAQS Pollutant

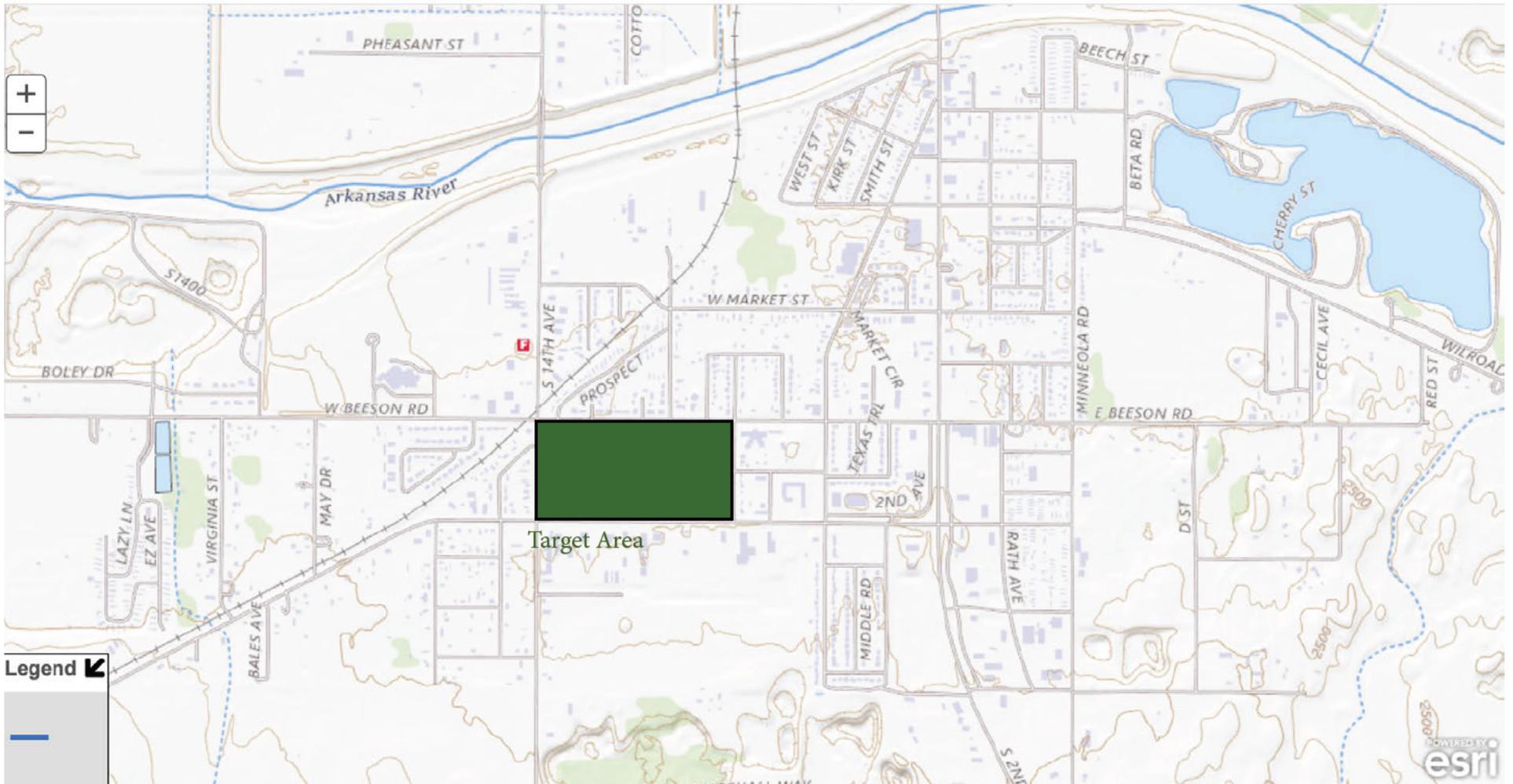
* The National Ambient Air Quality Standards (NAAQS) are health standards for Carbon Monoxide, Lead (1978 and 2008), Nitrogen Dioxide, 8-hour Ozone (2008), Particulate Matter (PM-10 and PM-2.5 (1997, 2006 and 2012), and Sulfur Dioxide (1971 and 2010)

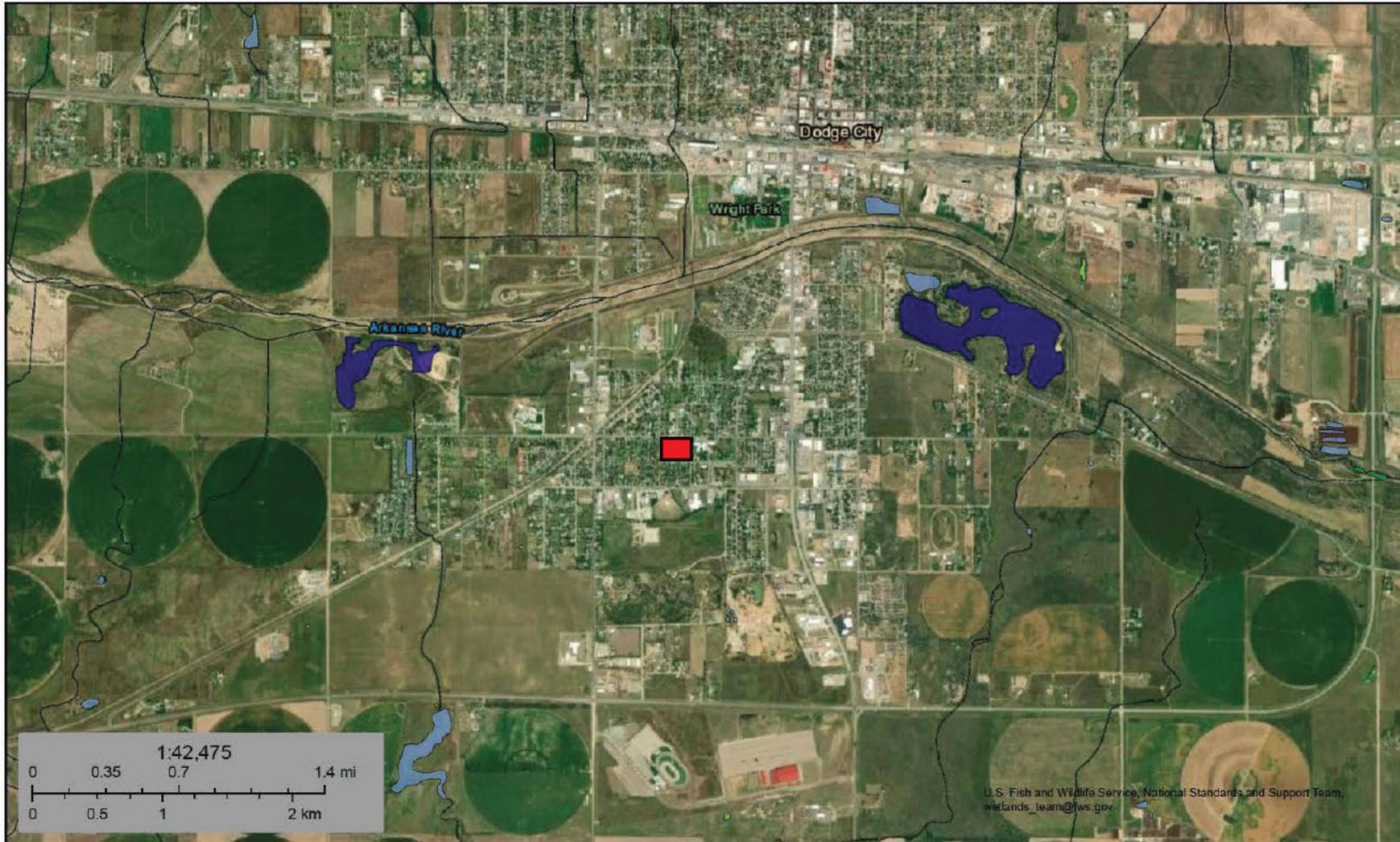
** Included in the counts are counties designated for NAAQS and revised NAAQS pollutants. Revoked 1-hour (1979) and 8-hour Ozone (1997) are excluded. Partial counties, those with part of the county designated nonattainment and part attainment, are shown as full counties on the map.

Kansas



← → ↻ rivers.gov/river-app/index.html?state=KS





June 29, 2022

■ Target Area

Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland

- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond

- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

2008

FLOODPLAIN MANAGEMENT IN KANSAS



QUICK GUIDE

KANSAS DEPARTMENT OF
AGRICULTURE

<http://www.ksda.gov>

Selected Definitions (continued)

Flood Insurance Rate Map (FIRM) – The FIRM is the basis for floodplain management, mitigation, and insurance activities for the National Flood Insurance Program (NFIP). Insurance applications include enforcement of the mandatory purchase requirement of the Flood Disaster Protection Act which "...requires the purchase of flood insurance by property owners who are being assisted by Federal programs or by Federally supervised, regulated or insured agencies or institutions in the acquisition or improvement of land facilities located or to be located in identified areas having special flood hazards" (Section 2 (b) (4) of the 1973 Flood Disaster Protection Act). In addition to the identification of Special Flood Hazard Areas, the risk zones shown on the FIRMs are the basis for the establishment of premium rates for flood coverage offered through the NFIP.

Freeboard – Freeboard means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

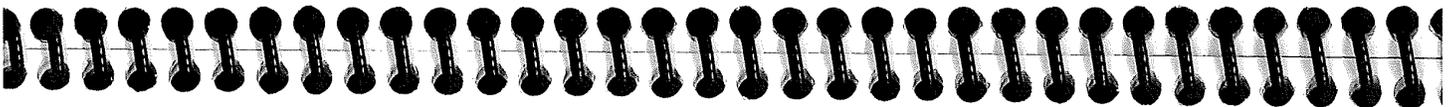
Variance – A grant of relief by a community from the terms of a floodplain management regulation. Because a variance can create an increased risk to life and property, variances from flood elevation or other requirements in the flood ordinance should be rare. Insurance premium rates are required by statute to be based on actuarial risk and will not be modified by the granting of a variance. Specific criteria for granting a variance is described in the supplemental information.

FEMA may review a community's findings justifying the granting of variances, and if that review indicates a pattern inconsistent with the objectives of sound floodplain management, FEMA may take appropriate action up to and including suspending the community from the NFIP.

Reasonably Safe from Flooding – Base flood waters will not inundate the land or damage structures to be removed from the SFHA and that any subsurface waters related to the base flood will not damage existing or proposed buildings.

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KANSAS QUICK GUIDE



Flood Zones

Flood zones are geographic areas that the Federal Emergency Management Agency (FEMA) has defined according to varying levels of flood risk. These zones are depicted on a community's Flood Hazard Boundary Map (FHBM) or Flood Insurance Rate Map (FIRM). Each zone reflects the severity or type of flooding in the area.

Undetermined Risk Areas: Zone D -- Flood insurance available to all property owners and renters. Unstudied areas of undetermined but possible flood hazards. Lenders do not require flood insurance purchase. Base flood elevations not available.

Moderate to Low Risk Areas: Zones B, C, and X -- Lower-cost flood insurance available to all property owners and renters. Areas located outside the 1% annual chance floodplain (100-year floodplain). Includes areas protected from flood by certified 100-year levees. Lenders do not require flood insurance purchase. Area is higher than base flood elevation.

High Risk Areas: Flood insurance available to all property owners and renters. Lenders require mandatory purchase of flood insurance in all flood zones that begin with the letter A.

- **Zone A** – Areas with a 1% or greater annual chance of flooding (100-year floodplain). Hydraulic analyses not performed. Base flood elevations not shown.
- **Zone AE** – Areas with a 1% or greater annual chance of flooding (100-year floodplain). Hydraulic analyses performed. Base flood elevations shown.
- **Zone AH** – Areas with a 1% or greater annual chance of shallow flooding (ponding) with an average depth of 1 to 3 feet. Hydraulic analyses performed. Base flood elevations shown.
- **Zone AO** – Areas with a 1% or greater annual chance of shallow flooding (sheetflow), with an average depth of 1 to 3 feet. Hydraulic analyses performed. Base flood elevations shown.
- **Zone AR** – Areas with a 1% or greater annual chance of flooding protected behind a decertified levee, which is in the process of being reconstructed to restore 100-year flood protection.

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KANSAS QUICK GUIDE



Community Status Book Report

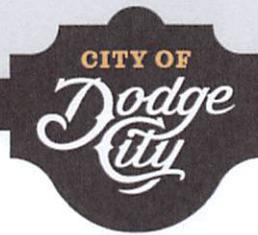
Communities Participating in the National Flood Program



KANSAS

[Click here for not participating](#)

CID	Community Name	County	Init FHBM Identified	Init FIRM Identified	Curr Eff Map Date	Reg-Emer Date	Tribal	CRS Entry Date	Curr Eff Date	Curr Class	% Disc SFHA	% Disc Non SFHA
	Zone C/X.											
200701	CORNING, CITY OF	NEMAHA COUNTY				09/26/12(E)	No					
200486A	COTTONWOOD FALLS, CITY OF	CHASE COUNTY	03/26/76	06/01/09	03/22/22	06/01/09	No					
200234#	COUNCIL GROVE, CITY OF	MORRIS COUNTY	12/21/73	04/03/87	04/03/87(M)	04/03/87	No					
200399A	COURTLAND, CITY OF	REPUBLIC COUNTY	05/21/76	12/17/10	12/17/10(M)	12/17/10	No					
200563#	COWLEY COUNTY *	COWLEY COUNTY	07/19/77	08/05/91	10/19/10	08/05/91	No					
200564#	CRAWFORD COUNTY *	CRAWFORD COUNTY	05/17/77	05/01/90	04/16/09	05/01/90	No					
200257#	CULVER, CITY OF	OTTAWA COUNTY	01/03/75	01/01/87	11/18/09(M)	01/01/87	No					
200403A	DEARING, CITY OF	MONTGOMERY COUNTY	07/25/75	06/01/88	06/20/19(M)	10/28/08	No					
	THE CITY OF DEARING ADOPTED MONTGOMERY COUNTY FIRM PANEL 200595 0006A DATED 6/1/88.											
200181	DEERFIELD, CITY OF	KEARNY COUNTY	12/28/73			08/19/13	No					
	The City of Deerfield is non-floodprone. All Zone C/X.											
200139#	DELIA, CITY OF	JACKSON COUNTY	08/30/74	05/03/10	05/03/10	04/13/10	No					
200487#	DELPHOS, CITY OF	OTTAWA COUNTY	08/15/75	07/01/88	11/18/09(M)	07/01/88	No					
200627#	DENISON, CITY OF	JACKSON COUNTY		05/03/10	(NSFHA)	09/26/11	No					
200323C	DERBY, CITY OF	SEDGWICK COUNTY	06/28/74	10/15/81	12/22/16	10/15/81	No	10/01/13	05/01/19	7	15%	05%
200161#	DESOTO, CITY OF	JOHNSON COUNTY	01/04/74	08/01/79	08/03/09	08/01/79	No					
200404#	DEXTER, CITY OF	COWLEY COUNTY	07/25/75	10/19/10	10/19/10(M)	07/20/84	No					
200575#	DICKINSON COUNTY *	DICKINSON COUNTY	06/21/77	12/16/88	06/02/04	12/16/88	No					
200488	DIGHTON, CITY OF	LANE COUNTY				04/26/11(E)	No					
205184#	DODGE CITY, CITY OF	FORD COUNTY	05/19/72	05/19/72	09/25/09	05/19/72	No					
200078#	DONIPHAN COUNTY *	DONIPHAN COUNTY	06/03/77	06/01/78	06/01/78	06/01/78	No					
200405	DORRANCE, CITY OF	RUSSELL COUNTY	08/13/76		08/13/76	04/30/12(E)	No					
200087C	DOUGLAS COUNTY *	DOUGLAS COUNTY	06/17/77	03/02/81	06/01/22	03/02/81	No	10/01/13	05/01/18	7	15%	05%
200489#	DOUGLASS, CITY OF	BUTLER COUNTY	07/18/75	06/02/09	06/02/09	09/01/04	No					
200205#	DURHAM, CITY OF	MARION COUNTY	01/03/75	05/15/86	03/17/11(M)	05/15/86	No					
200406	DWIGHT, CITY OF	MORRIS COUNTY	09/19/75		(NSFHA)	11/23/11	No					
200491C	EASTBOROUGH, CITY OF	SEDGWICK COUNTY	09/19/75	02/02/07	12/22/16	02/01/17	No					
200188B	EASTON, CITY OF	LEAVENWORTH COUNTY	07/09/76	11/01/79	07/16/15	11/01/79	No					
200162#	EDGERTON, CITY OF	JOHNSON COUNTY	03/08/74	08/01/79	08/03/09	08/01/79	No					
200407#	EDNA, CITY OF	LABETTE COUNTY		01/02/09	(NSFHA)	05/06/09	No					
200362C	EDWARDSVILLE, CITY OF	WYANDOTTE COUNTY	04/05/74	09/29/78	09/02/15	09/29/78	No					
200011#	EFFINGHAM, CITY OF	ATCHISON COUNTY	02/01/74	09/03/14	(NSFHA)	08/23/11	No					
200039B	EL DORADO, CITY OF	BUTLER COUNTY	04/21/72	04/21/72	01/22/20	08/24/76	No					
200036#	ELBING, CITY OF	BUTLER COUNTY		06/02/09	(NSFHA)	09/02/09	No					
200408A	ELK CITY, CITY OF	MONTGOMERY COUNTY	10/29/76	04/01/89	06/20/19	04/01/89	No					
200577	ELK COUNTY *	ELK COUNTY				05/28/08(E)	No					
200018#	ELLINWOOD, CITY OF	BARTON COUNTY	03/15/74	09/01/78	09/02/09	09/01/78	No					
200094A	ELLIS COUNTY*	ELLIS COUNTY	10/18/77	07/03/86	06/15/22	07/03/86	No					
200095A	ELLIS, CITY OF	ELLIS COUNTY	12/28/73	08/01/83	06/15/22	08/01/83	No	10/01/07	05/01/14	8	10%	05%
200578B	ELLSWORTH COUNTY *	ELLSWORTH COUNTY		08/18/09	08/10/21	09/02/09	No					
	THE FIRM FOR ELLSWORTH COUNTY AND INCORPORATED AREAS IS DATED AUGUST 18, 2009.											
200098#	ELLSWORTH, CITY OF	ELLSWORTH COUNTY	12/28/74	05/04/89	08/18/09	05/04/89	No					
200080	ELWOOD, CITY OF	DONIPHAN COUNTY	06/28/74		(NSFHA)	07/28/78	No					
200203C	EMPORIA, CITY OF	LYON COUNTY	05/10/77	10/02/79	06/15/22	10/02/79	No					
200492#	ENTERPRISE, CITY OF	DICKINSON COUNTY	04/23/76	12/16/88	12/16/88	12/16/88	No					
200242#	ERIE, CITY OF	NEOSHO COUNTY	01/23/74	07/17/78	01/20/10	07/17/78	No					
200493B	ESKRIDGE, CITY OF	WABAUNSEE COUNTY	08/22/75	12/01/89	08/24/21(M)	12/01/89	No					
200089#	EUDORA, CITY OF	DOUGLAS COUNTY	01/09/74	01/16/81	08/05/10	01/16/81	No					
200120	EUREKA, CITY OF	GREENWOOD COUNTY	04/12/74	09/01/91	09/01/91(L)	09/01/91	No					
200664A	EVEREST, CITY OF	BROWN COUNTY		06/01/22	(NSFHA)	03/03/22	No					



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Nathan Littrell, Planning & Zoning Administrator
Date: July 18, 2022
Subject: Iron Flats, Phase I Plat
Agenda Item: New Business

Purpose: Iron Flats, Phase I Plat will establish 100 single-family residential lots, road right-of-way, easements, and tracts for a water well and stormwater detention.

Recommendation: It is City Staff's recommendation to approve this plat. On July 12, 2022, the Planning Commission reviewed and voted 5-0 to recommend approval of the plat.

Background: The applicant wishes to plat this property that is proposed to be rezoned R-1 Residential Low Density to allow for single-family residential development. The property is currently zoned Agriculture, but the applicant has started the process of having the property rezoned to R-1 Residential Low Density. The City had originally purchased this property when acquiring land for the North Water Reclamation Facility. This portion of property was then sold to Volz Builders with the intent for residential development. This is the first phase of a proposed multi-phase development. This property is bordered by 6th Ave. in the East and Iron Rd. on the South. Iron Rd. has been completed from Ave. A to 6th Ave. and is currently under construction from 6th Ave. to 14th Ave. 6th Ave. is planned to be constructed at a later date.

This plat will all for 100 single-family residential lots. All of the proposed lots meet R-1 Residential Low Density zone minimum lot requirements. Lot 6 of Block 8 will be the location of a City Water Well. Tracts A & B will both provide stormwater detention for multiple phases of the proposed development. Tract A will also provide some accessible green space with a proposed walking path. The proposed streets and R.O.W. meet City requirements. The Proposed utilities have been reviewed by City staff and are in suitable locations.

City Commission Options:

1. Approve as proposed.
2. Disapprove
3. Disapprove with recommended revisions
4. Table for further discussion

Financial Considerations: This development is planned to be part of a Rural Housing Incentive District (RHID).

Legal Considerations: None

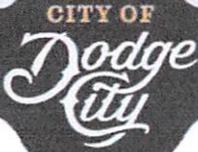
Mission/Values: Approving this plat will encourage and support growth and development in our community.

Attachments: Plat Application, Map, Plat

Approved for the Agenda by:

Handwritten signature of Kevin Israel in black ink.

Kevin Israel, Director of Development Services & Inspections



Case No. 22-07

Date Filed 7/8/22

Application for Plat Approval

Name of Subdivision IRON FLATS

General Location 14th Avenue & Iron Road

Name of Property Owner VOUZ BUILDERS Phone 620-225-3127

Address 11170 Kliesen Street, Dodge City, KS 67801

Name of Agent SMH CONSULTANTS Phone 620-255-1952

Address 707 3RD AVE., STE. A DODGE CITY, KS 67801

Name of Surveyor SAME AS AGENT Phone _____

Address _____

Subdivision Information:

A. Gross Acreage of Plat 55.6 (Ac.)

B. Number of Lots:

- 1. Residential 100
- 2. Commercial _____
- 3. Industrial _____
- 4. Other 3

C. Minimum Lot Frontage 63.78'

D. Minimum Lot Area 10,431 sq

E. Existing Zoning AG

F. Proposed Zoning REPLACED R-1

G. Public Water Supply Yes X No _____

H. Public Sanitary Sewers Yes X No _____

Office Use Only:

Received in the office of the Zoning Administrator on July 7, 20 22, together with the appropriate fee of \$ 2000.00

Nathan Little Planning + Zoning Admin
Name and Title

NW COR, SEC 11,
T26S, R25W

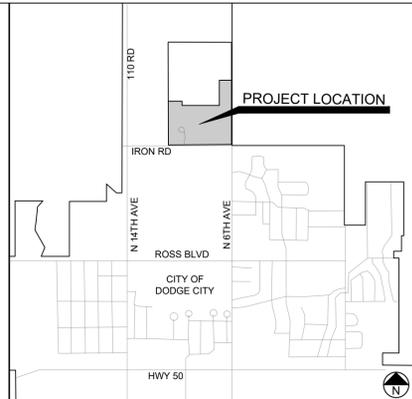
N 88°59'01" W 2633.35' (S)

N/4 COR, SEC 11,
T26S, R25W
3/4" PIPE, 6" DEEP

Block 1 Lot Data		Block 1 Lot Data		Block 2 Lot Data		Block 5 Lot Data		Block 6 Lot Data		Block 8 Lot Data	
LOT #	AREA (S.F.)										
1	14900	21	14250	1	17185	1	15236	21	12480	6	11048
2	12597	22	13974	2	13950	2	10818	22	12480	7	11016
3	12642	23	18188	3	13950	3	12121	23	12657	8	10984
4	12684	24	12104	4	20097	4	25900	24	21695	9	10951
5	19769	25	12000			5	19103	25	24313	10	10919
6	17960	26	11999			6	16580	26	16076	11	10887
7	12501	27	10431			7	14052	27	12750	12	10855
8	13020	28	19959			8	15600	28	12750	13	10823
9	14702	29	14701			9	13260	29	14641	14	12156
10	11996	30	20128			10	12948	30	12000	15	12122
11	12688	31	10431			11	11154	31	15000	16	10130
12	13826	32	11999			12	11154			17	16492
13	16920	33	12000			13	11154			18	18017
14	16294	34	12000			14	11154			19	20158
15	12000	35	15000			15	11154			20	13800
16	12000					16	11154			21	16524
17	14995					17	11232			22	15600
18	14665					18	15756			23	11076
19	13085					19	15756			24	11076
20	12750					20	12480			25	11076

CENTERLINE CURVE DATA						
CURVE #	RADIUS	ARC	CHORD	DELTA	TANGENT	BEARING
C1	300.00	65.52	65.39	12°30'48"	32.89	S 82°44'05" E
C2	85.00	96.43	91.35	65°00'13"	54.15	N 33°30'38" E
C3	300.00	183.88	181.01	35°07'05"	94.93	N 83°34'17" E
C4	300.00	53.00	52.93	10°07'18"	26.57	N 83°55'50" W
C5	300.00	209.07	204.86	39°55'44"	108.98	S 18°57'21" E
C6	300.00	209.07	204.86	39°55'44"	108.98	N 18°57'21" W

PROPERTY LINE CURVE DATA						
CURVE #	RADIUS	ARC	CHORD	DELTA	TANGENT	BEARING
C7	330.00	58.30	58.22	10°07'18"	29.22	S 83°55'50" E
C8	270.00	132.12	130.81	28°02'14"	67.41	N 87°06'42" E
C9	260.00	65.70	65.52	14°28'39"	33.02	S 81°45'09" E



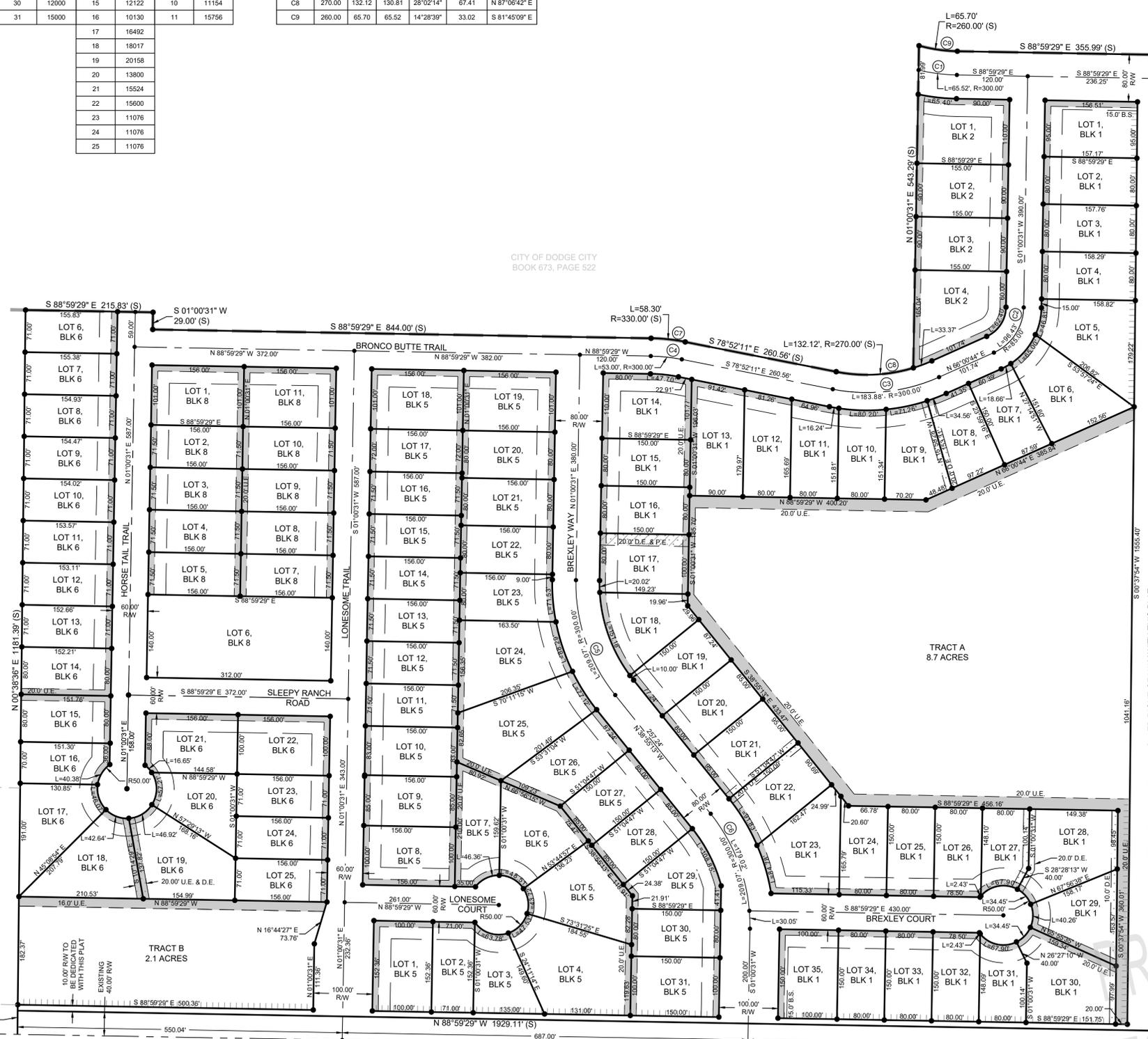
VICINITY MAP
(NOT TO SCALE)

Notes:
No easements, restrictions, reservations, setbacks, or other matter of record, if any, affecting the title of this property are shown, except as platted, as per agreement with the landowner.
No gaps or overlaps exist.
There are no lines of possession that affect this survey.
Parent tract is recorded in Book 257, Page 232, Register of Deeds Office, Ford County, Kansas.
There are no buildings on the subject property.
Zoning: "R-1"
Front Yard Setbacks are 30.0' from the lot line, unless otherwise noted.
Utility Easements are 10.0' from the lot line, unless otherwise noted.
See page 2 for Closure Info.
Tracts A & B have a blanket drainage easement on its entirety and will be dedicated to the City of Dodge City and shall be for the conveyance of storm/run-off water. It shall also be used as a recreational area as deemed by the City of Dodge City.
Floodplain Note: Flood Plain: Flood Zone Flood Zone X, areas outside the 0.2% annual chance flood areas. FEMA FIRM (Flood Insurance Rate Map) Community Number 20057CD195E, effective date, September 25, 2009.
Utility Notes: Any utility company that locates facilities in any easement shall have the right to prune, remove, eradicate, cut and clear away any trees, limbs, vines and brush on the utility easement now or at any future time and prune and clear away any tree limbs, vines, and brush on lands adjacent to the utility easement whenever, in the utility companies judgment, such may interfere with or endanger the construction, operation, or maintenance of its facilities, together with the right of ingress to and egress from the utility easement and contiguous land subject to this plat for the purpose of surveying, erecting, constructing, maintaining, inspecting, rebuilding, replacing, and with or endangering the construction, operation or maintenance of said facilities.

LEGEND

- Monument Found (1/2" Rebar), Origin - Unknown
- 1/2"x24" Rebar w/CLS66 Cap Set
- △ Section Corner, NOTE: All section corner monument origins are unknown unless otherwise noted.
- Assumed Bearing
- ① Curve Number
- (S) Surveyed Dimension
- U.E. Utility Easement
- Utility Easement Hatch
- D.E. Drainage Easement
- Drainage Easement Hatch
- P.E. Pedestrian Easement
- Pedestrian Easement Hatch
- Phase Line

SCALE: 1" = 100'



Final Plat
IRON FLATS, PHASE I
A Re-Plat of a portion of Lot 2, Block 1,
Legends North Subdivision, City of
Dodge City, Ford County, Kansas



Civil Engineering • Land Surveying • Landscape Architecture
www.smhconsultants.com
Manhattan, KS - HQ P: (785) 776-0541 • Dodge City, KS P: (620) 255-1952
Overland Park, KS P: (913) 444-9615 • Colorado Springs, CO P: (719) 465-2145
Drawn By: RNC Project # 2104-0177 TDS # 86

JULY 2022

OWNERS CERTIFICATE:

THE UNDERSIGNED, TIMOTHY E VOLZ, HEREBY CERTIFIES THAT IS A MANAGING MEMBER OF VOLZ BUILDERS, LLC, A KANSAS CORPORATION, AND IS DULY AUTHORIZED AS AN AGENT FOR VOLZ BUILDERS, LLC, AND HAS CAUSED TO BE LAID OUT AND PLATTED A TRACT OF LAND TO BE CALLED "IRON FLATS, PHASE I" AN ADDITION TO THE CITY OF DODGE CITY, FORD COUNTY, KANSAS, WHICH INCLUDES PORTIONS OF THE FOLLOWING:

A tract of land in Lot 2, Block 1, Legends North Subdivision, City of Dodge City, Ford County, Kansas described as follows:

Beginning at the Southeast Corner of said Lot 2, Block 1, Legends North Subdivision; thence N 88°59'29" W 1929.11 feet; thence N 00°38'36" E 1181.39 feet; thence S 88°59'29" E 215.83 feet; thence S 01°00'32" W 29.00 feet; thence S 88°59'29" E 844.00 feet; thence On a curve to the right, with a radius of 330.00 feet, an arc distance of 58.30 feet, chord being S 83°55'50" E 58.22 feet; thence S 78°52'11" E 260.56 feet; thence On a curve to the left, with a radius of 270.00 feet, an arc distance of 132.12 feet, chord being N 87°06'42" E 130.81 feet; thence N 01°00'31" E 543.29 feet; thence On a curve to the left, with a radius of 260.00 feet, an arc distance of 65.70 feet, chord being S 81°45'09" E 65.52 feet; thence S 89°04'11" E 355.99 feet to the East line of said Lot 2, Block 1, Legends North Subdivision; thence S 00°37'54" W 1645.89 feet to the point of beginning, containing 55.6 acres. Tim Sloan, PLS 783, June 21, 2022.

Subject to easements and restrictions of record.

THE UNDERSIGNED, AS SUCH OWNERS, DO HEREBY STATE THAT ALL STREET RIGHT-OF-WAYS AS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC, AN EASEMENT AND LICENSE TO LOCATE, CONSTRUCT, OPERATE, INSPECT, REPLACE, AND MAINTAIN OR AUTHORIZE THE LOCATION, CONSTRUCTION, OPERATION, INSPECTION, REPLACEMENT AND MAINTENANCE OF POLES, WIRES, CONDUITS, WATER, GAS, AND SEWER PIPES; REQUIRED DRAINAGE CHANNELS OR STRUCTURES; HARD AND IMPERVIOUS SURFACES, OR, OTHER STRUCTURES NECESSARY TO CARRY OUT THE FUNCTION OF THE EASEMENT, UPON THE AREA MARKED FOR EASEMENTS ON THIS PLAT, IS ALSO HEREBY DEDICATED TO THE PUBLIC, WHEN, AND IF, USED ON THIS PLAT, THE TERM "UTILITY" SHALL INCLUDE, BY WAY OF EXAMPLE, BUT NOT LIMITED TO, SEWER, WATER, GAS, ELECTRICITY, CABLE T.V. AND TELEPHONE, WHEN, AND IF, USED ON THIS PLAT, THE TERM "TRAVEL" SHALL INCLUDE ALL FORMS OF TRAVEL, BY WHATEVER MEANS, UNLESS THE TERM IS LIMITED BY OTHER WORDS OR PHRASES, SUCH AS, "PEDESTRIAN TRAVEL", ETC. THE UNDERSIGNED ACKNOWLEDGES THAT PURSUANT TO K.S.A. 12-406, THE DEDICATION OF RIGHT-OF-WAYS AND EASEMENTS TO THE PUBLIC CONSTITUTES A CONVEYANCE THEREOF TO THE CITY OF DODGE CITY, FORD COUNTY, KANSAS, IN TRUST, FOR THE USES NAMED, EXPRESSED OR INTENDED.

ON THIS _____ DAY OF _____, 2022.

VOLZ BUILDERS, LLC

TIMOTHY E VOLZ

STATE OF KANSAS)
COUNTY OF FORD) SS

BEFORE ME, A NOTARY PUBLIC, WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY KNOWN TO ME TO BE THE LEGAL PARTY WHO EXECUTED THE ABOVE AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT SAID PARTY EXECUTED THE SAME AS A FREE AND VOLUNTARY ACT AND DEED FOR THE PURPOSES SET FORTH.

IN WITNESS WHEREOF, I HAVE HEREUNTO PUT MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____.

NOTARY PUBLIC

DODGE CITY PLANNING COMMISSION:

THIS RE-PLAT OF "IRON FLATS, PHASE I" HAS BEEN SUBMITTED TO AND APPROVED BY THE DODGE CITY PLANNING COMMISSION THIS _____ DAY OF _____, 2022.

CHAIRMAN, TIM TAYLOR

SECRETARY, NATHAN LITRELL

REGISTER OF DEEDS CERTIFICATE:

STATE OF KANSAS)
COUNTY OF FORD)

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE OFFICE OF FORD COUNTY REGISTER OF DEEDS ON THIS _____ DAY OF _____, 2022 AT _____ O'CLOCK _____ M. IN CABINET/SLIDE # _____, DOC ID # _____, AND IS DULY RECORDED.

BRENDA POGUE, FORD COUNTY REGISTER OF DEEDS

FEE TOTAL: _____

TRANSFER RECORD CERTIFICATE:

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS ENTERED INTO THE TRANSFER RECORD ON THIS _____ DAY OF _____, 2022.

DEBBIE COX, FORD COUNTY CLERK

SURVEYOR:

SMH Consultants
Tim Sloan, P.S., Vice-President
2017 Vanesta Place, Suite 110,
Manhattan, KS 66503
PH: 785-776-0541
707 3rd Avenue, Suite A,
Dodge City, Kansas 67801
PH: 620-255-1952

OWNER and SUB-DIVIDER:

Volz Builders, LLC
Tim Volz
11170 Kliesen Street
Dodge City, Kansas 67801

CITY APPROVAL

STATE OF KANSAS)
COUNTY OF DODGE CITY) SS

THE ABOVE AND FOREGOING DOCUMENT KNOWN AS "IRON FLATS, PHASE I" TO THE CITY OF DODGE CITY, FORD COUNTY, KANSAS, HAVING BEEN SUBMITTED TO THE GOVERNING BODY OF THE CITY OF DODGE CITY, FORD COUNTY, KANSAS AT THE REGULAR MEETING HELD ON THE _____ DAY OF _____, 2022, HAS BEEN EXAMINED AND CONSIDERED AND THE SAME IS HEREBY APPROVED THIS _____ DAY OF _____, 2022.

THE CITY OF DODGE CITY, KANSAS

RICK SOWERS, MAYOR

CONNIE MARQUEZ, CITY CLERK

CERTIFICATION BY REVIEW SURVEYOR

STATE OF KANSAS)
COUNTY OF FORD) SS

THIS PLAT HAS BEEN EXAMINED THIS _____ DAY OF _____, 2022 FOR COMPLIANCE WITH THE REQUIREMENTS OF THE ACT CONCERNING LAND SURVEYS IN THE STATE OF KANSAS, K.S.A. 58-2005.

BENJAMIN A. RUMBAUGH, COUNTY SURVEYOR, FORD COUNTY, KANSAS

SURVEYOR CERTIFICATE:

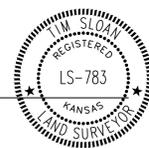
I, TIM SLOAN, THE UNDERSIGNED, DO HEREBY CERTIFY THAT I AM, BY PROFESSION, A LAND SURVEYOR, AND THAT THE RE-PLAT OF "IRON FLATS, PHASE I", AN ADDITION TO THE CITY OF DODGE CITY, FORD COUNTY, KANSAS CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION ON THE _____ DAY OF _____, 2022, AND THAT ALL MONUMENTS SHOWN HEREIN ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN. THIS SURVEY MEETS THE KANSAS MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING OF A TRACT OF LAND WHICH INCLUDES PORTIONS OF THE FOLLOWING:

A tract of land in Lot 2, Block 1, Legends North Subdivision, City of Dodge City, Ford County, Kansas described as follows:

Beginning at the Southeast Corner of said Lot 2, Block 1, Legends North Subdivision; thence N 88°59'29" W 1929.11 feet; thence N 00°38'36" E 1181.39 feet; thence S 88°59'29" E 215.83 feet; thence S 01°00'32" W 29.00 feet; thence S 88°59'29" E 844.00 feet; thence On a curve to the right, with a radius of 330.00 feet, an arc distance of 58.30 feet, chord being S 83°55'50" E 58.22 feet; thence S 78°52'11" E 260.56 feet; thence On a curve to the left, with a radius of 270.00 feet, an arc distance of 132.12 feet, chord being N 87°06'42" E 130.81 feet; thence N 01°00'31" E 543.29 feet; thence On a curve to the left, with a radius of 260.00 feet, an arc distance of 65.70 feet, chord being S 81°45'09" E 65.52 feet; thence S 89°04'11" E 355.99 feet to the East line of said Lot 2, Block 1, Legends North Subdivision; thence S 00°37'54" W 1645.89 feet to the point of beginning, containing 55.6 acres. Tim Sloan, PLS 783, June 21, 2022.

Subject to easements and restrictions of record.

TIM SLOAN, P.S.
VICE-PRESIDENT



Final Plat of Iron Flats, Phase I Closure Table

POINT ID	ANG RT	BEARING	DISTANCE	POINT ID	NORTHING	EASTING
40		N 88-59-29 W	1929.11	42	1727063.87	870180.91
42	90-21-55	N 00-38-36 E	1181.39	5000	1728245.19	870294.18
5000	89-38-05	S 88-59-26 E	215.83	5001	1728241.39	870419.88
5001	90-00-00	S 01-00-32 W	29.00	5002	1728212.39	870419.47
5002	270-00-00	S 88-59-29 E	844.00	5003	1728197.53	871263.34

RAD: 330.00 LEN: 58.296 TAN: 29.224 CEN ANG: 10-07-18
CHORD: 58.221 MO: 1.286 EXT: 1.291 DEGREE: 17-21-44
SEG: 90 TRI: 9989 SEC: 9619
RPT.: +5004

5003	90-00-00	S 01-00-31 W	330.00	5004	1727867.58	871257.53
5004	349-52-42	N 11-07-49 E	330.00	5005	1728191.38	871321.23
5005	174-56-21	S 83-55-50 E	58.22	5005	1728191.38	871321.23
5005	174-56-21	S 78-52-11 E	260.56	5006	1728141.08	871576.88

RAD: 270.00 LEN: 132.12 TAN: 67.41 CEN ANG: 28-02-14
CHORD: 130.81 MO: 6.041 EXT: 8.288 DEGREE: 21-13-14
SEG: 703 TRI: 17133 SEC: 17837
RPT.: -5007

5006	270-00-00	N 11-07-49 E	270.00	5007	1728406.00	871629.01
5007	28-02-14	S 16-54-25 E	270.00	5008	1728147.67	871707.53
5008	194-01-07	N 87-06-42 E	130.81	5008	1728147.67	871707.53
5008	266-06-11	N 01-00-31 E	543.29	5009	1728690.88	871717.09

RAD: 260.00 LEN: 65.70 TAN: 33.02 CEN ANG: 14-28-39
CHORD: 65.52 MO: 2.072 EXT: 2.089 DEGREE: 22-02-13
SEG: 91 TRI: 8450 SEC: 8541
RPT.: -5010

5009	165-31-21	N 15-29-10 E	260.00	5010	1728941.44	871786.51
5010	14-28-39	S 01-00-31 W	260.00	5011	1728681.48	871781.94
5009	82-45-41	S 81-45-09 E	65.52	5011	1728681.48	871781.94
5011	187-19-02	S 89-04-11 E	355.99	5012	1728675.70	872137.87
5012	90-17-55	S 00-37-54 W	1645.89	40	1727029.91	872119.72
40	89-37-23					

PERIMETER: 7261.16 CUMULATIVE PERIMETER: 7261.16

APPROX: SQ. FEET: 2423710 ACRES: 55.64

APPROX: TOTAL - SQ. FEET: 2423710 ACRES: 55.64

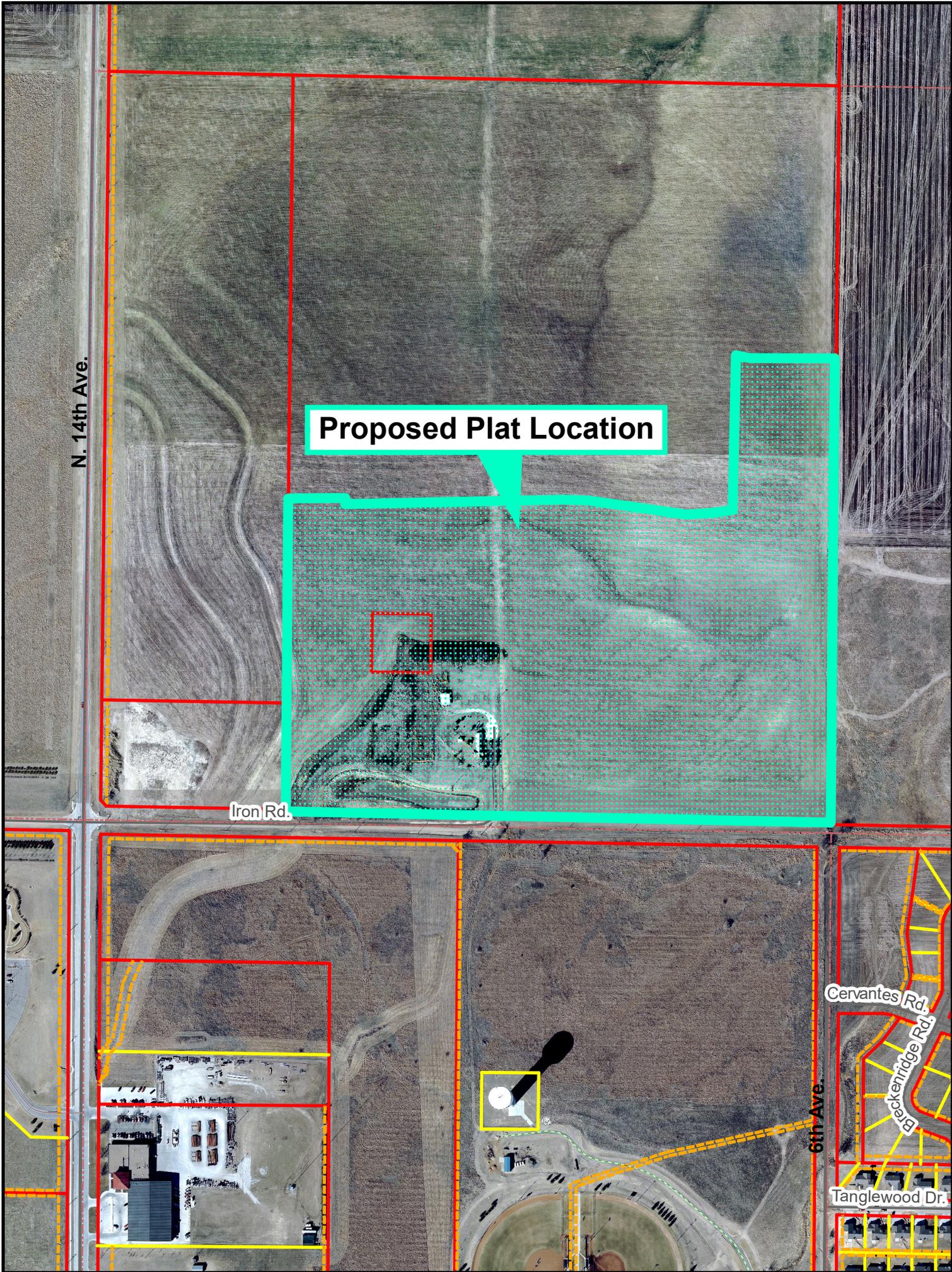
Final Plat
IRON FLATS, PHASE I
A Re-Plat of a portion of Lot 2, Block 1,
Legends North Subdivision, City of
Dodge City, Ford County, Kansas

SMH CONSULTANTS

Civil Engineering • Land Surveying • Landscape Architecture
www.smhconsultants.com
Manhattan, KS - HQ P: (785) 776-0541 • Dodge City, KS P: (620) 255-1952
Overland Park, KS P: (913) 444-9615 • Colorado Springs, CO P: (719) 465-2145
Drawn By: RNC Project # 2104-0177 TDS # 86

JULY 2022

PROGRESSIVE INSTRUMENT
FOR REFERENCE ONLY



N. 14th Ave.

Proposed Plat Location

Iron Rd.

Cervantes Rd.

Breckenridge Rd.

Tanglewood Dr.

6th Ave.



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Nicole May, Finance Director
Date: July 14, 2022
Subject: Notice of Revenue Neutral Rate Intent
Agenda Item: New Business

Purpose: The City is anticipating exceeding the Revenue Neutral Rate (RNR). The County Clerk must be notified by July 20th if the municipality intends to exceed the Revenue Neutral Rate. The RNR for the 2023 budget is 41.98. The total mill levy for the 2022 budget is 43.859.

Recommendation: City staff recommends approving the Notice of Revenue Neutral Rate Intent to exceed the RNR.

Background: In March 2021, the Legislature approved Senate Bill 13 requiring any taxing subdivision that intends to exceed their Revenue Neutral Rate to give additional notice. The County Clerk must be notified by July 20th. The City will be required to have a public hearing before the budget is adopted. The County Clerk is required to notify all taxpayer's of the revenue neutral rate hearings and levy changes.

The Revenue Neutral Rate for the City of Dodge City calculated by the Ford County Clerk is 41.98. The anticipated rate needed for the 2023 budget is 43.438. The City may adopt a budget with a mill levy less than this anticipated mill levy but the final budget cannot exceed this mill levy.

City Commission Options:

1. Approve
2. Disapprove
3. Table for further discussion

Financial Considerations: None

Amount \$:

Fund: Dept: Expense Code:

Budgeted Expense Grant Bonds Other

Legal Considerations: Legal consideration will be satisfied upon notification to the County Clerk.

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

Attachments: Notice of Revenue Neutral Rate Intent and Draft of 2023 budget for tax levied funds.

Approved for the Agenda by:

Nicole May

Nicole May, Finance Director

Notice of Revenue Neutral Rate Intent

THE GOVERNING BODY OF City of Dodge City, HEREBY NOTIFIES THE
Ford _____ COUNTY CLERK OF INTENT TO EXCEED THE REVENUE NEUTRAL RATE;

Yes, we intend to exceed the Revenue Neutral Rate and our proposed mill levy rate is
43.438. The date of our hearing is September at 6:00 AM/PM and will be
held at City Commission Chambers in Dodge City, Kansas.

No, we do not plan to exceed the Revenue Neutral Rate and will submit our budget to
the County Clerk on or before August 25, 2022.

WITNESS my hand and official seal on July, 18, 2022.

(Seal)

Clerk or Officer of Governing Body

NOTE: Notice required to be sent to County Clerk on or before 5 p.m. on July 20, otherwise Revenue Neutral Rate cannot be exceeded. Signed notice may be scanned and sent electronically.

NOTICE OF BUDGET HEARING

2023

The governing body of
Dodge City
will meet on at at for the purpose of hearing and
answering objections of taxpayers relating to the proposed use of all funds and the amount of ad valorem tax.
Detailed budget information is available at and will be available at this hearing.

BUDGET SUMMARY

Proposed Budget 2023 Expenditures and Amount of 2022 Ad Valorem Tax establish the maximum limits of the 2023 budget.
Estimated Tax Rate is subject to change depending on the final assessed valuation.

FUND	Prior Year Actual for 2021		Current Year Estimate for 2022		Proposed Budget Year for 2023		
	Expenditures	Actual Tax Rate *	Expenditures	Actual Tax Rate *	Budget Authority for Expenditures	Amount of 2022 Ad Valorem Tax	Proposed Estimated Tax Rate *
General	16,904,348	24.267	17,845,160	23.087	20,664,766	4,139,474	23.003
Debt Service	4,129,072	10.415	4,489,363	10.835	4,050,518	1,878,231	10.437
Library	1,050,696	5.431	1,060,000	5.492	1,113,000	886,678	4.927
Library Employee Benefits I	220,000	1.148	226,000	1.169	233,400	190,550	1.059
Capital Improvement Fund	130,424	0.910	830,000	0.933	1,250,000	194,859	1.083
Special Liability Fund	478,481	2.378	1,165,907	2.343	1,200,000	527,087	2.929
Special Highway	906,450		1,018,237		231,900		
Transient Guest Tax - 2%	673,513		1,028,764		960,560		
GREAT	133,500		100,000		100,000		
Capital Equipment	98,339		76,535		100,000		
Drainage Utility	242,547		200,000		250,000		
Utility Administration							
Vehicle Maintenance	892,654		882,000				
Medical Self Insurance	241,846		310,400		300,400		
SMPC Trust							
Development & Growth Fur	405,020		448,022		463,940		
ST Fund - Organizational Fu	2,277,319		3,045,000		3,065,000		
Sales Tax - Dep & Replacem	28,704		30,000		30,000		
Depot	706,177		625,000				
Community Improvement D	687,627		613,200		710,000		
Rural Housing Incentive Dis							
Warrior Project (Bio Gas)	175,322		394,473		458,085		
Sales Tax Project Fund	6,765,174		6,969,681		4,341,730		
Water Utility Fund	4,718,285		4,791,080		4,619,109		
Sanitation	2,228,088		2,507,773		2,020,523		
Wastewater Utility Fund	6,069,275		6,716,476		6,096,675		
Non-Budgeted Funds-A	3,360,439						
Non-Budgeted Funds-B	140,921						
Non-Budgeted Funds-C	8,068						
Non-Budgeted Funds-D	19,195						
Totals	53,691,484	44.549	55,373,071	43.859	52,259,606	7,816,879	43.438
					<i>Revenue Neutral Rate**</i>		<i>41.980</i>
Less: Transfers	0		0		0		
Net Expenditure	53,691,484		55,373,071		52,259,606		
Total Tax Levied	7,628,081		7,554,304		xxxxxxxxxxxxxxxx		
Assessed Valuation	171,235,577		172,244,092		179,954,929		
Outstanding Indebtedness, January 1,	2020		2021		2022		
G.O. Bonds	54,655,000		54,615,000		55,420,000		
Revenue Bonds	40,595,000		38,860,000		37,040,000		
Other	8,994,143		8,487,198		7,819,414		
Lease Purchase Principal	1,304,029		1,084,769		0		
Total	105,548,172		103,046,967		100,279,414		

*Tax rates are expressed in mills
**Revenue Neutral Rate as defined by KSA 79-2988

Dodge City

2023

FUND PAGE FOR FUNDS WITH A TAX LEVY

Adopted Budget General	Prior Year Actual for 2021	Current Year Estimate for 2022	Proposed Budget Year for 2023
Unencumbered Cash Balance Jan 1	5,533,398	5,220,506	3,156,424
Receipts:			
Ad Valorem Tax	3,960,952	3,976,559	XXXXXXXXXXXXXXXXXX
Delinquent Tax	206,249	120,093	150,000
Motor Vehicle Tax	663,195	375,721	593,820
Recreational Vehicle Tax	3,438	2,071	3,120
16/20M Vehicle Tax	0	0	1,724
Commercial Vehicle Tax	29,931	21,260	29,957
Watercraft Tax	0	0	1,266
Gross Earning (Intangible) Tax	0	0	0
LAVTR	0	0	0
City and County Revenue Sharing	0	0	0
Mineral Production Tax			
Local Alcoholic Liquor	107,942	76,535	121,564
Compensating Use Tax	0	0	
Local Sales Tax	5,461,088	4,931,682	6,000,000
Franchise Tax	1,964,261	1,750,000	2,138,000
Licenses	275,215	254,600	275,475
Federal & State Grants	29,183	0	
State Highway Maintenance	33,807	15,100	33,500
General Government - Sale of Labor & Re	11,442	15,000	15,000
Misc Charges for Service	6,331	6,000	6,500
Amtrak Rent for Depot	13,000	13,000	13,000
Animal Control	38,423	50,000	40,000
Fines and Forfeitures	679,681	663,250	681,000
Police	242,835	160,000	250,000
Engineering Fees	8,670	5,000	5,000
Airport Fees	155,934	132,200	152,500
Cemetery Fees	110,718	78,000	100,000
Recreation Fees	0	0	
Golf Course Fees	546,005	400,000	560,000
Zoo Contributions	-529	0	
Public Buildings & Grounds Rentals	107,111	93,000	110,000
Sale of Scrap Material			
Sale of Equipment & Real Estate	760		500
Contributions and Donations	23,450	66,804	
Transfer From:			
Water	585,096	766,404	689,552
Wastewater	501,000	619,529	613,722
Sanitation	206,592	266,060	232,734
Charge to Parks and Recreation	133,500	100,000	50,000
Drainage Fund	109,956	125,500	95,722
Charge to Sales tax fund	150,000	150,000	150,000
CVB	150,000	150,000	150,000
Development & Growth	0	205,000	0
Biogas Franchise Fee		150,000	150,000
In Lieu of Taxes (IRB)	34,486	32,710	
Interest on Idle Funds	5,727	10,000	20,000
Neighborhood Revitalization Rebate			0
Miscellaneous	36,007		
Does miscellaneous exceed 10% Total Rec			
Total Receipts	16,591,456	15,781,078	13,433,656
Resources Available:	22,124,854	21,001,584	16,590,080

Dodge City

2023

Adopted Budget General Fund - Detail Page 1	Prior Year Actual for 2021	Current Year Estimate for 2022	Proposed Budget Year for 2023
Expenditures:			
Commission			
Salaries	60,276	67,439	61,500
Contractual	2,495	13,550	8,650
Commodities	0	1,100	1,100
Capital Outlay	0		
Total	62,771	82,089	71,250
Depot Train Station			
Salaries	17,298	26,586	26,587
Contractual	1,689	1,500	2,100
Commodities	128	1,200	1,200
Capital Outlay	0		
Total	19,115	29,286	29,887
Administration			
Salaries	916,862	949,974	980,000
Contractual	288,814	311,800	327,050
Commodities	17,688	24,100	24,100
Capital Outlay		14,500	13,500
Transfer to Capital Equipment	19,824	18,590	20,000
Total	1,243,188	1,318,964	1,364,650
Information Systems			
Salaries	0	305,596	345,870
Contractual	0	9,800	6,000
Commodities	0	4,000	5,000
Capital Outlay	0	0	1,000
Total	0	319,396	357,870
Economic Development			
Salaries	412,184	418,800	429,900
Reimbured Wages	(69,991)	(41,000)	
Contractual			
Commodities			
Total	342,193	377,800	429,900
Police			
Salaries	4,693,515	5,136,707	5,343,730
Contractual	431,620	480,225	482,980
Commodities	235,894	198,070	222,935
Capital Outlay	130,306	41,835	35,650
Transfer to Capital Equipment	73,008	80,900	73,010
Total	5,564,343	5,937,737	6,158,305
Animal Control			
Salaries	275,053	312,154	339,375
Contractual	75,161	69,050	79,490
Commodities	42,808	41,675	45,775
Capital Outlay	75,019	1,300	1,300
Transfer to Capital Equipment	10,992	11,000	11,000
Total	479,033	435,179	476,940
Fire			
Salaries	2,234,922	2,427,473	2,440,490
Contractual	88,129	77,000	79,500
Commodities	61,407	51,250	60,250
Capital Outlay	33,640	1,000	56,500
Transfer to Capital Equipment	66,924	66,930	67,000
Total	2,485,022	2,623,653	2,703,740
Page 1 - Total	10,195,665	11,124,104	11,592,542

Dodge City

2023

Adopted Budget General Fund - Detail Page 2	Prior Year Actual for 2021	Current Year Estimate for 2022	Proposed Budget Year for 2023
Expenditures:			
Municipal Court			
Salaries	264,561	257,276	268,750
Contractual	216,938	238,450	235,250
Commodities	7,204	7,700	7,200
Capital Outlay	0	3,800	8,600
Total	488,703	507,226	519,800
Public Works			
Salaries	243,678	298,724	374,800
Contractual	453,907	450,200	453,800
Commodities	23,517	42,400	39,400
Capital Outlay	0	0	0
Transfer to Capital Equipment	93,600	93,600	93,600
Total	814,702	884,924	961,600
Engineering			
Salaries	314,284	371,356	351,350
Contractual	15,686	17,100	22,350
Commodities	6,928	8,950	9,950
Capital Outlay	0	2,000	4,000
Transfer to Capital Equipment	4,656	4,270	4,663
Total	341,554	403,676	392,313
Airport			
Salaries	127,898	137,284	143,710
Contractual	104,973	99,300	90,300
Commodities	38,700	41,600	38,800
Capital Outlay	25,272	0	0
Capital Lease Payment	41,017	41,017	41,016
Transfer to Capital Equipment	19,092	19,100	19,100
Total	356,952	338,301	332,926
Cemetery			
Salaries	136,511	142,126	148,860
Contractual	31,838	39,445	40,595
Commodities	17,031	21,625	22,300
Capital Outlay	0	0	0
Transfer to Capital Equipment	17,304	17,310	17,310
Total	202,684	220,506	229,065
Public Transportation			
Contractual	5,198	230,000	230,000
Transfer to Capital Equipment	16,620	16,625	16,625
Total	21,818	246,625	246,625
Recreation - Administration			
Contractual	7,575	16,500	16,500
Capital Outlay	0	25,000	25,000
Total	7,575	41,500	41,500
Parks			
Salaries	838,765	987,099	958,910
Contractual	121,747	127,320	122,020
Commodities	165,875	123,100	151,500
Capital Outlay	6,375	4,500	23,500
Transfer to Capital Equipment	79,452	79,460	79,460
Total	1,212,214	1,321,479	1,335,390
Page 2 -Total	3,446,202	3,964,237	4,059,219
Page 1 -Total	10,195,665	11,124,104	11,592,542
Grand Total	13,641,867	15,088,341	15,651,761

(Note: Should agree with general sub-totals.)

Dodge City

2023

Adopted Budget General Fund - Detail Page 3	Prior Year Actual for 2021	Current Year Estimate for 2022	Proposed Budget Year for 2023
Expenditures:			
Zoo			
Salaries	136,255	151,828	151,710
Contractual	23,194	22,200	22,050
Commodities	46,824	68,700	43,050
Capital Outlay	0	11,000	10,000
Transfer to Capital Equipment	3,444	3,450	3,450
Total	209,717	257,178	230,260
Golf Course			
Salaries	416,229	410,201	467,850
Contractual	84,614	81,200	79,900
Commodities	205,204	193,200	211,600
Capital Outlay	0	0	16,700
Transfer to Capital Equipment	61,812	61,820	61,820
Total	767,859	746,421	837,870
Hennessey Hall			
Salaries	17,956	37,234	30,700
Contractual	172,057	96,200	119,700
Commodities	15,440	15,700	16,600
Capital Outlay	0	0	12,000
Transfer to Capital Equipment	0	0	0
Total	205,453	149,134	179,000
Development Services			
Salaries	436,312	552,116	588,030
Contractual	91,851	221,025	198,000
Commodities	21,025	19,850	44,700
Capital Outlay	938	1,000	2,000
Transfer to Capital Equipment	10,644	10,645	10,645
Total	560,770	804,636	843,375
Non-Departmental			
Community Promotion/Contractual	159,754	108,950	94,000
Computer Upgrades	761,853	70,000	21,000
Appropriation to Communications	597,075	620,500	707,500
Additional COLA			400,000
Emergency Reserve			1,700,000
Total	1,518,682	799,450	2,922,500
Total	0	0	0
Page 3 -Total	3,262,481	2,756,819	5,013,005
Page 2 -Total	3,446,202	3,964,237	4,059,219
Page 1 -Total	10,195,665	11,124,104	11,592,542
Grand Total	16,904,348	17,845,160	20,664,766

(Note: Should agree with general sub-totals.)

Dodge City

2023

FUND PAGE FOR FUNDS WITH A TAX LEVY

Adopted Budget	Prior Year Actual for 2021	Current Year Estimate for 2022	Proposed Budget Year for 2023
Debt Service			
Unencumbered Cash Balance Jan 1	3,999	13,719	17,307
Receipts:			
Ad Valorem Tax	1,699,600	1,866,287	XXXXXXXXXXXXXXXX
Delinquent Tax	75,328	50,000	70,000
Motor Vehicle Tax	280,960	161,244	278,693
Recreational Vehicle Tax	1,458	889	1,465
16/20M Vehicle Tax	0	781	809
Commercial Vehicle Tax	24,739	9,124	14,059
Watercraft Tax	0	0	594
Special Assessments	628,288	656,706	656,706
Transfer from Development & Growth	276,375	275,870	
Transfer from Biogas	810,000	810,000	500,000
Other Sources	230,000	550,000	550,000
Transfer from Drainage	112,044	112,050	112,050
Interest on Idle Funds			
Neighborhood Revitalization Rebate			0
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	4,138,792	4,492,951	2,184,376
Resources Available:	4,142,791	4,506,670	2,201,683
Expenditures:			
Principal payments	3,221,350	3,347,200	2,558,050
Interest on Bonds	907,722	778,163	792,468
2022 Issues		364,000	700,000
Cash Basis Reserve (2023 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	4,129,072	4,489,363	4,050,518
Unencumbered Cash Balance Dec 31	13,719	17,307	XXXXXXXXXXXXXXXX
2021/2022/2023 Budget Authority Amount	4,139,724	4,489,363	4,050,518
Non-Appropriated Balance			
Total Expenditure/Non-Appr Balance			4,050,518
			Tax Required 1,848,835
			Delinquent Comp Rate: 1.6% 29,396
			Amount of 2022 Ad Valorem Tax 1,878,231

Adopted Budget	Prior Year Actual for 2021	Current Year Estimate for 2022	Proposed Budget Year for 2023
Library			
Unencumbered Cash Balance Jan 1	741	30,312	50,362
Receipts:			
Ad Valorem Tax	871,822	945,951	XXXXXXXXXXXXXXXX
Delinquent Tax	44,865	40,000	40,000
Motor Vehicle Tax	151,182	84,082	141,259
Recreational Vehicle Tax	783	463	742
16/20M Vehicle Tax	0	407	410
Commercial Vehicle Tax	6,713	4,758	7,126
Watercraft Tax			301
Payment in lieu of tax	4,902	4,389	
Interest on Idle Funds			
Neighborhood Revitalization Rebate			0
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	1,080,267	1,080,050	189,838
Resources Available:	1,081,008	1,110,362	240,200
Expenditures:			
Appropriation to Library Board	1,050,696	1,060,000	1,113,000
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	1,050,696	1,060,000	1,113,000
Unencumbered Cash Balance Dec 31	30,312	50,362	XXXXXXXXXXXXXXXX
2021/2022/2023 Budget Authority Amount	1,050,696	1,060,000	1,113,000
Non-Appropriated Balance			
Total Expenditure/Non-Appr Balance			1,113,000
			Tax Required 872,800
			Delinquent Comp Rate: 1.6% 13,878
			Amount of 2022 Ad Valorem Tax 886,678

CPA Summary

Dodge City

2023

FUND PAGE FOR FUNDS WITH A TAX LEVY

Adopted Budget	Prior Year	Current Year	Proposed Budget
Library Employee Benefits Fund	Actual for 2021	Estimate for 2022	Year for 2023
Unencumbered Cash Balance Jan 1	820	1,585	3,933
Receipts:			
Ad Valorem Tax	185,533	201,384	XXXXXXXXXXXXXXXXXX
Delinquent Tax	10,012	8,000	10,000
Motor Vehicle Tax	23,848	17,775	30,073
Recreational Vehicle Tax	108	98	158
16/20M Vehicle Tax		86	87
Commercial Vehicle Tax	1,264	1,005	1,517
Watercraft Tax		0	64
Interest on Idle Funds			
Neighborhood Revitalization Rebate			0
Miscellaneous			
Does miscellaneous exceed 10% Total Re			
Total Receipts	220,765	228,348	41,899
Resources Available:	221,585	229,933	45,832
Expenditures:			
Appropriation to Library Board	220,000	226,000	233,400
Cash Forward (2023 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Ex			
Total Expenditures	220,000	226,000	233,400
Unencumbered Cash Balance Dec 31	1,585	3,933	XXXXXXXXXXXXXXXXXX
2021/2022/2023 Budget Authority Amount	220,000	226,000	233,400
Non-Appropriated Balance			
Total Expenditure/Non-Appr Balance			233,400
			Tax Required 187,568
			Delinquent Comp Rate: 1.6% 2,982
			Amount of 2022 Ad Valorem Tax 190,550

Adopted Budget	Prior Year	Current Year	Proposed Budget
Capital Improvement Fund	Actual for 2021	Estimate for 2022	Year for 2023
Unencumbered Cash Balance Jan 1	216,928	806,604	700,249
Receipts:			
Ad Valorem Tax	148,522	160,614	XXXXXXXXXXXXXXXXXX
Delinquent Tax	7,150	8,000	7,500
Motor Vehicle Tax	23,231	14,088	23,985
Recreational Vehicle Tax	94	78	126
16/20M Vehicle Tax	0	68	70
Commercial Vehicle Tax	1,103	797	1,210
Watercraft Tax			51
Transfer from Biogas	540,000	540,000	325,000
Contributions & Donations			
Rent			
Interest on Idle Funds			
Neighborhood Revitalization Rebate			0
Miscellaneous			
Does miscellaneous exceed 10% Total Rev			
Total Receipts	720,100	723,645	357,942
Resources Available:	937,028	1,530,249	1,058,191
Expenditures:			
Public Safety			
Other	130,424	830,000	1,250,000
Public Buildings & Grounds			
Library			
Airport Match			
Commodities			
Quality of Life CIP			
Cash Forward (2023 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	130,424	830,000	1,250,000
Unencumbered Cash Balance Dec 31	806,604	700,249	XXXXXXXXXXXXXXXXXX
2021/2022/2023 Budget Authority Amount	830,000	830,000	1,250,000
Non-Appropriated Balance			
Total Expenditure/Non-Appr Balance			1,250,000
			Tax Required 191,809
			Delinquent Comp Rate: 1.6% 3,050
			Amount of 2022 Ad Valorem Tax 194,859

CPA Summary

Dodge City

2023

FUND PAGE FOR FUNDS WITH A TAX LEVY

Adopted Budget	Prior Year	Current Year	Proposed Budget
Special Liability Fund	Actual for 2021	Estimate for 2022	Year for 2023
Unencumbered Cash Balance Jan 1	0	-63	-3,973
Receipts:			
Ad Valorem Tax	388,971	403,509	XXXXXXXXXXXXXXXXXXXX
Delinquent Tax	19,785	10,000	15,000
Motor Vehicle Tax	66,309	36,822	60,256
Recreational Vehicle Tax	344	203	317
16/20M Vehicle Tax	0	178	175
Commercial Vehicle Tax	3,009	2,084	3,040
Watercraft Tax	0	0	128
Charge to Sales Tax Fund		116,034	91,020
Charge to Water		120,208	77,700
Charge to Wastewater		88,427	52,200
Charge to Sanitation		50,532	33,300
Charge to Biogas		74,000	92,000
Contributions & Donations		260,000	260,000
Neighborhood Revitalization Rebate			0
Miscellaneous			
Does miscellaneous exceed 10% Total Receipts			
Total Receipts	478,418	1,161,997	685,136
Resources Available:	478,418	1,161,934	681,163
Expenditures:			
Contractual Services	478,481	1,165,907	1,200,000
Cash Forward (2023 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Expenditures			
Total Expenditures	478,481	1,165,907	1,200,000
Unencumbered Cash Balance Dec 31	-63	-3,973	XXXXXXXXXXXXXXXXXXXX
2021/2022/2023 Budget Authority Amount	990,000	1,165,907	1,200,000
		Non-Appropriated Balance	
		Total Expenditure/Non-Appr Balance	1,200,000
		Tax Required	518,837
See Tab B See Tab D		Delinquent Comp Rate: 1.6%	8,250
		Amount of 2022 Ad Valorem Tax	527,087

Adopted Budget	Prior Year	Current Year	Proposed Budget
0	Actual for 2021	Estimate for 2022	Year for 2023
Unencumbered Cash Balance Jan 1	0	0	0
Receipts:			
Ad Valorem Tax		0	XXXXXXXXXXXXXXXXXXXX
Delinquent Tax			
Motor Vehicle Tax			
Recreational Vehicle Tax			
16/20M Vehicle Tax			
Commercial Vehicle Tax			
Watercraft Tax			
Interest on Idle Funds			
Neighborhood Revitalization Rebate			0
Miscellaneous			
Does miscellaneous exceed 10% Total Receipts			
Total Receipts	0	0	0
Resources Available:	0	0	0
Expenditures:			
Cash Forward (2023 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Expenditures			
Total Expenditures	0	0	0
Unencumbered Cash Balance Dec 31	0	0	XXXXXXXXXXXXXXXXXXXX
2021/2022/2023 Budget Authority Amount	0	0	0
		Non-Appropriated Balance	
		Total Expenditure/Non-Appr Balance	0
		Tax Required	0
		Delinquent Comp Rate: 1.6%	0
		Amount of 2022 Ad Valorem Tax	0

CPA Summary