

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

Monday, August 7, 2023

7:00 p.m.

MEETING #5254

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 Minister Dusty Cookson of First Church of Christ

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PETITIONS & PROCLAMATIONS

811 Day Proclamation

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

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, July 17, 2023.
2. Appropriation Ordinance No.15, August 7, 2023.
3. Cereal Malt Beverage License:
 - a. Love' Country Store #58, 1508 W. Wyatt Earp Blvd.
 - b. Kate's, 305 E. Trail Street.

ORDINANCES & RESOLUTIONS

Ordinance No. 3802: An Ordinance Authorizing and Providing for the Issuance of General Obligation Bonds, Series 2023-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. 2023-26: A Resolution Prescribing the Form and Details of and Authorizing and Directing the Sale and Delivery of General Obligation Bonds, Series 2023-A, of the City of Dodge City, Kansas, Previously Authorized by Ordinance No. 3802 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. 2023-27: A Resolution Authorizing and Directing the Issuance, Sale and Delivery of General Obligation Temporary Notes, Series 2023-1, 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.

Resolution No. 2023-28: A Resolution Making Certain Findings and Determinations as to the Need for Housing Within the City of Dodge City, Kansas and Setting Forth the Legal Description of Real Property Proposed to be Designated as a Rural Housing Incentive District Within the City. Report by Mollea Wainscott, Assistant Director of Economic Development.

Resolution No. 2023-29: A Resolution Making Certain Findings and Determinations as to the Need for Housing Within the City of Dodge City, Kansas and Setting Forth the Legal Description of Real Property Proposed to be Designated as a Rural Housing Incentive District Within the City. Report by Mollea Wainscott, Assistant Director of Economic Development.

UNFINISHED BUSINESS

NEW BUSINESS

1. Clear Bag Policy- Report by United Wireless Arena and Boot Hill Casino and Resort Conference Center Executive Director, Chris Ragland.
2. VenuWorks Budget Subsidy Request- Report by United Wireless Arena and Boot Hill Casino and Resort Conference Center Executive Director, Chris Ragland.

3. Approval of Five (5) Hustler 105” Mowers for Parks Department. Report by Daniel Cecil, Parks Director.
4. Approve the Bid for the 14th Ave. South Bound Bridge Maintenance Project. Report by Ray Slattery, Director of Engineering.
5. Approval of Bid to Expand and Remodel the Dodge City Regional Airport Terminal Building. Report by Corey Keller, Public Works Director.
6. Approval to Amendment to Authorize No. 4 for the Terminal Expansion and Remodel Design for the Dodge City Regional Airport. Report by Corey Keller, Public Works Director
7. Approval of the Construction Phase Services Authorization No. 8 for Terminal Expansion and Remodel for the Dodge City Regional Airport. Report by Corey Keller, Public Works Director.
8. Approval to Amendment to Authorize No. 6 for the Terminal Expansion and Remodel Design for the Dodge City Regional Airport Runway 02/20. Report by Corey Keller, Public Works Director.

OTHER BUSINESS

STAFF REPORTS

ADJOURNMENT

811 Day Proclamation

WHEREAS: *Thousands of times each year, the underground infrastructure in Kansas is damaged by those who fail to contact 811 to have underground lines located prior to digging, resulting in service interruption, environmental damage, and threats to public safety; and*

WHEREAS: *In 2005, the Federal Communications Commission designated 811 to provide contractors and homeowners with a simple number to contact utility operators to request the location of underground lines at the intended dig site; and*

WHEREAS: *Kansas 811 provides one point of contact, available by phone and online to help reduce damages to underground facilities, thereby reducing the loss of service to the public and the loss of time and money to contractors, utilities, and taxpayers; and*

WHEREAS: *Black Hills Energy maintains its commitment to educate the public about safe digging practices and encourage compliance with local and state safe digging rules and regulations; and*

WHEREAS: ***Damage prevention is a shared responsibility. By using safe digging practices, Dodge City contractors and homeowners can save time, money, and help keep Kansas infrastructure safe and connected; now***

THEREFORE, *I, Michael Burns, Mayor of the City of Dodge City, Kansas, do hereby proclaim August 11, 2023 as 811 Day in Dodge City, Kansas to encourage everyone to call 811 before they dig. It's safe, it's free, and it's the law.*

In witness thereof, I have hereunto set my hand and caused the Seal of the Executive Department to be affixed this 7th day of August in the year of our Lord, Two Thousand and Twenty-Three.

SEAL

Mayor

City Clerk

CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

Monday, July 17, 2023

7:00 p.m.

MEETING #5253

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 Michael Burns, Commissioners Joseph Nuci, Rick Sowers, Commissioner Kent Small, Chuck Taylor reported absent.

INVOCATION BY Rev Jerry Nolte of First United Methodist Church

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Commissioner Rick Sowers moved to approve the agenda as presented. Commissioner Joseph Nuci seconded the motion. The motion carried 3 – 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).

Matt Cox Construction Manager of Building Solutions gave an update on the Downtown Streetscape Project.

Tim, Wentzel a local researcher and writer presented the commission with his latest book named Historic Buildings and Landmarks of Dodge City and shared information about Historical preservation. The book is available at Boot Hill, the Carnegie Center and the Home of Stone. He also published a book A Place in time Dodge City's Mexican Village and the staff at Boot Hill took the book and turned it into a beautiful exhibit at the Boot Hill Museum.

Brandon Roy, Human Resource Specialist presented the 2023 first-quarter service awards to multiple city employees. Congratulations to all.

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, July 3, 2023.
2. Appropriation Ordinance No.14, July 17, 2023.
3. Cereal Malt Beverage License:

Commissioner Joseph Nuci moved to accept the consent calendar as presented. Commissioner Rick Sowers seconded motion. The motion carried 3 – 0.

ORDINANCES & RESOLUTIONS

Resolution No. 2023-24: A Resolution accepting Jayhawk Drive from Chaffin Road to 220 feet southeast of Allen Road was approved on a motion by Commissioner Rick Sowers. Commissioner Joseph Nuci seconded the motion. The motion carried 3 – 0.

Resolution No. 2023-25: A Resolution of the governing body of the City of Dodge City, Kansas approving the Neighborhood Revitalization Plan Standard Plus 20 Rebate Program for Sundance III was approved on a motion by Mayor/Commissioner Michael Burns. Commissioner Rick Sowers. Seconded the motion. The motion carried 3 – 0.

UNFINISHED BUSINESS**NEW BUSINESS**

1. Commissioner Rick Sowers moved to approve the Notice of Revenue Neutral Rate Intent to exceed the Revenue Neutral Rate. Commissioner Joseph Nuci seconded the motion. The motion carried 3 – 0.
2. Commissioner Rick Sowers moved to approve to donate two (2) vacant lots to the Community Housing Association of Dodge City. Commissioner Joseph Nuci seconded the motion. The motion carried 3 - 0

OTHER BUSINESS**STAFF REPORTS****ADJOURNMENT**

Commissioner Rick Sowers moved to adjourn the meeting. Commissioner Joseph Nuci seconded the motion. The motion carried .3 – 0

ATTEST:

Mayor

City Clerk



Memorandum

To: Nick Hernandez, City Manager and City Commissioners

From: Nicole May, Finance Director

Date: August 2, 2023

Subject: Ordinance No. 3802 and Resolution No. 2023-26

Agenda Item: Ordinances and Resolutions

Purpose: Issuance of this debit is necessary to fund levee system rehabilitation, 14th Street Bridge repair and fund the infrastructure for Candletree 6, Casa del Rio and Milstock.

Recommendation: I recommend the City Commission approve Ordinance No. 3802 and Resolution No. 2023-26.

Background: Ordinance No. 3802 authorizes and provides for the issuance of General Obligation Bonds, Series 2023-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 the levee system rehabilitation project, 14th Street Bridge Repairs and infrastructure for Candletree 6, Casa del Rio and Milstock..

By approving Ordinance No. 3802, the City Commission will authorize the issuance of General Obligation Bonds, Series 2023-A, of the City in the principal amount of approximately \$6,905,000 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 2023-26 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. 3802 and Resolution No. 2023-26
2. Disapprove Ordinance No. 3802 and Resolution No. 2023-26
3. Table for further discussion

Financial Considerations:

Amount \$: 6,905,000

Fund: Dept: Expense Code:

Budgeted Expense Grant 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. 3802 and Resolution No. 2023-26

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

Gilmore & Bell, P.C.
07/17/2023

ORDINANCE NO. 3802

OF

THE CITY OF DODGE CITY, KANSAS

PASSED

AUGUST 7, 2023

**GENERAL OBLIGATION BONDS
SERIES 2023-A**

ORDINANCE NO. 3802

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2023-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:

<u>Project Description</u>	<u>Res. No.</u>	<u>Authority (K.S.A.)</u>	<u>Financed Amount</u>
Candletree Addition Unit 6 – Sewer, Water, Street and Drainage Improvements	2021-03	12-6a01 <i>et seq.</i>	\$1,407,580.78
Casa Del Rio – Sewer, Water and Street Improvements	2021-04	12-6a01 <i>et seq.</i>	854,706.22
Milstock Addition Unit 2 – Sewer, Water, Street and Drainage Improvements	2022-13	12-6a01 <i>et seq.</i>	1,408,707.23
Levee System Rehabilitation	2023-17	13-1024a/Charter 41	2,399,423.64
14 th Street Bridge Repair	2023-17	13-1024a/Charter 41	<u>834,582.13</u>
Total:			<u>\$6,905,000.00</u>

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 \$6,905,000* of its general obligation bonds[, together with bid premium thereon,] and unexpended proceeds of the Refunded Notes, to pay the costs of the Improvements and to retire the Refunded Notes; 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 2023-A, dated August 31, 2023, 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 collectively: (a) the Series 2021-1 Notes maturing in the year 2023 in the aggregate principal amount of \$2,235,000; and (b) the Series 2022-1 Notes maturing in the year 2024 in the aggregate principal amount of \$1,495,000.

“Series 2021-1 Notes” means the City's General Obligation Temporary Notes, Series 2021-1, dated August 12, 2021.

“Series 2022-1 Notes” means the Issuer's General Obligation Temporary Notes, Series 2022-1, dated August 25, 2022.

“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 2023-A, of the City in the principal amount of \$6,905,000*, for the purpose of providing funds to: (a) pay a portion of 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 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 August 7, 2023 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 August 7, 2023; 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 August 10, 2023.

DATED: August 10, 2023.

Clerk

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(PUBLISHED IN THE *DODGE CITY DAILY GLOBE* ON AUGUST 10, 2023)

SUMMARY OF ORDINANCE NO. 3802

On August 7, 2023, the governing body of the City of Dodge City, Kansas passed an ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2023-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.

The Series 2023-A Bonds approved by the Ordinance are being issued in the principal amount set forth therein to finance certain improvements in the City, and constitute general obligations of the City payable as to both principal and interest, to the extent necessary, 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. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, City Hall, 806 2nd Avenue, P.O. Box 880, Dodge City, Kansas 67801. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at www.dodgecity.org.

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: August 7, 2023.

City Attorney

RESOLUTION NO. 2023-26

OF

THE CITY OF DODGE CITY, KANSAS

ADOPTED

AUGUST 7, 2023

**GENERAL OBLIGATION BONDS
SERIES 2023-A**

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RESOLUTION NO. 2023-26

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 2023-A, OF THE CITY OF DODGE CITY, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 3802 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 \$6,905,000* 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.*, 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 2023-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 2023-A created pursuant to *Section 501* hereof.

“Dated Date” means August 31, 2023.

“Debt Service Account” means the Debt Service Account for General Obligation Bonds, Series 2023-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

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

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

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

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

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

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

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

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

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

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

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

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

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

“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 2023-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, 2024.

“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
200 Liberty Street, 27th Floor
New York, New York 10281
Attn: Surveillance, 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 bid 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 2023-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 collectively: (a) the Series 2021-1 Notes maturing in the year 2023 in the aggregate principal amount of \$2,235,000; and (b) the Series 2022-1 Notes maturing in the year 2024 in the aggregate principal amount of \$1,495,000.

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

“Refunded Notes Redemption Date” means collectively September 1, 2023.

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

“Refunded Notes Resolution” means each 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 2021-1 Notes**” means the Issuer's General Obligation Temporary Notes, Series 2021-1, dated August 12, 2021.

“**Series 2022-1 Notes**” means the Issuer's General Obligation Temporary Notes, Series 2022-1, dated August 25, 2022.

“**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 2043.]

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

[“**2043 Term Bonds**” means the Bonds scheduled to mature in the year 2043.]

[“**Term Bonds**” means collectively the [____] Term Bonds[, the [____] Term Bonds] and the 2043 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 \$6,905,000*, for the purpose of providing funds to: (a) pay a portion of 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>
2024	\$[230,000	_____ %	2034	\$345,000	_____ %
2025	240,000		2035	355,000	
2026	255,000		2036	370,000	
2027	265,000		2037	380,000	
2028	280,000		2038	395,000	
2029	290,000		2039	415,000	
2030	300,000		2040	430,000	
2031	310,000		2041	445,000	
2032	320,000		2042	465,000	
2033	330,000		2043	485,000]	

[TERM BONDS]

<u>Stated Maturity</u> <u>September 1</u>	<u>Principal</u> <u>Amount</u>	<u>Annual Rate</u> <u>of Interest</u>
2043	\$ _____	_____ %]

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 July 3, 2023, 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 2032, and thereafter, will be subject to redemption and payment prior to their Stated Maturity on September 1, 2031, 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) *2043 Term Bonds.*] The 2043 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 2043 Term Bonds:

**Principal
Amount**
\$

Year

2043*

*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 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 AND OTHER MONEYS

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 2023-A.
- (b) Refunded Notes Redemption Fund.
- (c) Debt Service Account for General Obligation Bonds, Series 2023-A (within the Bond and Interest Fund).
- (d) Rebate Fund for General Obligation Bonds, Series 2023-A.
- (e) Costs of Issuance Account for General Obligation Bonds, Series 2023-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 and Other Moneys. The net proceeds received from the sale of the Bonds and certain other funds shall be deposited simultaneously with the delivery of the Bonds as follows:

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

(b) An amount necessary, together with money described in subsection (d) hereof, to pay the costs of retiring the Refunded Notes shall be deposited into the Refunded Notes Redemption Fund.

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

(d) In addition to proceeds of the Bonds, the Issuer will deposit the amount of \$235,582.55, representing unexpended proceeds of the Refunded Notes, into the Refunded Notes Redemption Fund to pay a portion of the costs of retiring the Refunded Notes.

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 August 7, 2023.

(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 August 7, 2023, as the same appears of record in my office.

DATED: August 7, 2023.

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 2023-A**

**Interest
Rate:**

**Maturity
Date:**

**Dated
Date: August 31, 2023**

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, 2024 (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 2023-A,” aggregating the principal amount of \$6,905,000* (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 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 2023-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: 0130-029-083123-____

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 _____

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 Bond has been duly registered in my office according to law as of August 31, 2023.

WITNESS my hand and official seal.

(Facsimile Seal)

By: _____
 Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

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

WITNESS my hand and official seal.

(Facsimile Seal)

By: _____
 Treasurer of the State of Kansas



Memorandum

To: Nick Hernandez, City Manager and City Commissioners

From: Nicole May, Finance Director

Date: August 2, 2023

Subject: Resolution No. 2023-27

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. 2023-27.

Background: Resolution 2023-27 is a resolution that offers for sale general obligation temporary notes, Series 2023-1 in an amount not to exceed \$6,750,000.

The Series 2023-1 is offering temporary notes to finance Iron Flats 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. 2023-27
2. Disapprove Resolution No. 2023-27
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 \$: 6,750,000

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. 2023-27

Approved for the Agenda by:

Nicole May

Nicole May, Finance Director

RESOLUTION NO. 2023-27

OF

THE CITY OF DODGE CITY, KANSAS

ADOPTED

AUGUST 7, 2023

**GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2023-1**

RESOLUTION

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RESOLUTION NO. 2023-27

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2023-1, 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 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>
Iron Flats, Phase 1 – Sewer, Water, Street and Drainage Improvements	2023-12	12-6a01 <i>et seq.</i>	\$6,750,000

* 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 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 \$6,800,000* to pay the costs of the Improvements.

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

ARTICLE I

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“**Costs of Issuance Account**” means the Costs of Issuance Account for General Obligation Temporary Notes, Series 2023-1 created pursuant to **Section 501** hereof.

“Dated Date” means August 31, 2023.

“Debt Service Account” means the Debt Service Account for General Obligation Temporary Notes, Series 2023-1 (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 2023-1 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, 2024.

“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 2023-1, 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 2023-1 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 2023-1, of the Issuer in the principal amount of \$6,800,000*, for the purpose of providing funds to: (a) pay the costs of the Improvements; and (b) pay Costs of Issuance.

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

Stated Maturity
September 1
2025

Principal
Amount
\$6,800,000*

Annual Rate
of Interest
[]%

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 July 3, 2023, 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 chief financial

officer 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 chief financial officer of the Issuer are hereby authorized to execute the final Official Statement as so supplemented, amended and completed, and the use and public distribution of the final Official Statement by the Purchaser in connection with the reoffering of the Notes is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

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

Section 213. Sale of the Notes. 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, 2024, 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 2023-1.
- (b) Debt Service Account for General Obligation Temporary Notes, Series 2023-1.
- (c) Rebate Fund for General Obligation Temporary Notes, Series 2023-1.
- (d) Costs of Issuance Account for General Obligation Temporary Notes, Series 2023-1.
- (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) An amount necessary to pay the Costs of Issuance shall be deposited in the Costs of Issuance Account.
- (b) The remaining balance of the proceeds derived from the sale of the Notes shall be deposited in the Improvement Fund.

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

the plans and specifications therefor prepared by the Consulting Engineer heretofore approved by the governing body of the Issuer and on file in the office of the Clerk, including any alterations in or amendments to said plans and specifications deemed advisable by the Consulting Engineer and approved by the governing body of the Issuer; (b) paying interest on the Notes during construction of the Improvements; (c) paying Costs of Issuance, to the extent necessary; and (d) transferring any amounts to the Rebate Fund required by this *Article V*.

Withdrawals from the Improvement Fund shall be made only when authorized by the governing body 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, 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 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 August 7, 2023.

(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 August 7, 2023, as the same appears of record in my office.

DATED: August 7, 2023.

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 2023-1**

Interest Rate:	Maturity Date:	Dated Date: August 31, 2023	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, 2024 (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 2023-1,” aggregating the principal amount of \$6,800,000* (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, 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

(Seal)

By: _____
Mayor

ATTEST:

By: _____
Clerk

This General Obligation Temporary Note shall not be negotiable unless and until countersigned below following registration by the Treasurer of the State of Kansas.

(Seal)

By: _____
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is one of a series of General Obligation Temporary Notes, Series 2023-1, of the City of Dodge City, Kansas, described in the within-mentioned Note Resolution.

Registration Date: _____

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

By: _____

Registration Number: 0130-029-083123-____

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 Notes:

GILMORE & BELL, P.C.
Attorneys at Law
100 N. Main Suite 800
Wichita, Kansas 67202

(PRINTED LEGAL OPINION)

NOTE ASSIGNMENT

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

(Name and Address)

(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 31, 2023.

WITNESS my hand and official seal.

(Seal)

Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

STEVEN JOHNSON, 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: _____
Treasurer of the State of Kansas



Memorandum

To: City Manager, City Commissioners
From: Mollea Wainscott, Assistant Director of Economic Development
Date: 08/03/23
Subject: RHID
Agenda Item: Resolution No. 2023-28

Recommendation: Staff recommends adoption of Resolution 2023-28, which permits the submittal of a proposed Rural Housing Incentive District (RHID) to the Kansas Secretary of Commerce for approval.

Background: In 2008, the City commissioned a Housing Needs Analysis, which reflected a critical shortage of housing available in the community. In 2009, the City Commission adopted a Resolution providing for several incentive programs in order to encourage housing development in the City. The RHID was identified as one of those programs. The program has captured the attention of several developers, locally and statewide. In 2022, the City commissioned another Housing Needs Analysis taking into consideration the progress that had developed since the 2008 Analysis. The latest Analysis continued to reflect a major shortage of housing. The establishment of this RHID will provide the incentive needed to entice developers to and in our community.

Justification: Housing continues to be a constant challenge in the Dodge City area. Establishment of the RHID is necessary in order to address the City's critical housing shortage.

Financial Considerations: None at this time. However, if utilized, the financial consideration would be dependent upon each independent development agreement.

Purpose/Mission: To provide adequate housing in order for the City to accommodate present and future growth.

Legal Considerations: None

Attachments: Resolution No. 2023-28

RESOLUTION NO. 2023-28

A RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS AS TO THE NEED FOR HOUSING WITHIN THE CITY OF DODGE CITY, KANSAS AND SETTING FORTH THE LEGAL DESCRIPTION OF REAL PROPERTY PROPOSED TO BE DESIGNATED AS A RURAL HOUSING INCENTIVE DISTRICT WITHIN THE CITY.

WHEREAS, K.S.A. 12-5241 et seq. (the “Act”) authorizes any city incorporated in accordance with the laws of the state of Kansas (the “State”) with a population of less than 60,000 located in a county with a population of less than 80,000, to designate rural housing incentive districts within such city; and,

WHEREAS, prior to such designation the governing body of such city shall conduct a housing needs analysis to determine what, if any, housing needs exist within its community; and,

WHEREAS, after conducting such analysis, the governing body of such city may adopt a resolution making certain findings regarding the establishment of a rural housing incentive district and providing the legal description of property to be contained therein; and,

WHEREAS, after publishing such resolution, the governing body of such city shall send a copy thereof to the Secretary of Commerce of the State (the “Secretary”) requesting that the Secretary agree with the finding contained in such resolution; and,

WHEREAS, if the Secretary agrees with such findings, such city may proceed with the establishment of a rural housing incentive district within such city and adopt a plan for the development or redevelopment of housing and public facilities in the proposed district; and,

WHEREAS, the City of Dodge City, Kansas (the “City”) has an estimated population of 27,340, is located in Ford County, Kansas, which has an estimated population of 33,848 and therefore constitutes a city as said term is defined in the Act; and,

WHEREAS, the Governing Body of the City has performed a Housing Needs Analysis dated June 2022 (the “Needs Analysis”), a copy of which is on file in the office of the City Clerk; and,

WHEREAS, based on the Needs Analysis, the Governing Body of the City proposes to commence proceedings necessary to create a Rural Housing Incentive District, in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED by the Governing Body of the City of Dodge City, Kansas, as follows:

Section 1. The Governing Body hereby adopts and incorporates by this reference as part of this Resolution the Needs Analysis, a copy of which is on file in the office of the City Clerk, and based on a review of said Needs Analysis makes the following findings and determinations.

Section 2. The Governing Body hereby finds and determines that there is a shortage of quality housing of various price ranges in the City despite the best efforts of public and private housing developers.

Section 3. The Governing Body hereby finds and determines that the shortage of quality housing can be expected to persist and that additional financial incentives are necessary in order to encourage the private sector to construct or renovate housing in the City.

Section 4. The Governing Body hereby finds and determines that the shortage of quality housing is a substantial deterrent to the future economic growth and development of the City.

Section 5. The Governing Body hereby finds and determines that the future economic well-being of the City depends on the Governing Body providing additional incentives for the construction or renovation of quality housing in the City.

Section 6. Based on the findings and determinations recited in *Sections 2* through *5* of this Resolution, the Governing Body proposes to establish a Rural Housing Incentive District pursuant to the Act, within boundaries of the real estate legally described in *Exhibit A*, attached hereto, and shown on the maps depicting the existing parcels of land contained in *Exhibit B*, attached hereto (the “District”).

Section 7. The City Clerk is hereby directed to publish this Resolution one time in the official City newspaper, and to send a certified copy of this Resolution to the Secretary of Commerce for the Secretary’s review and approval.

Section 8. This Resolution shall take effect after its adoption and publication once in the official City newspaper.

Approved this 7th day of August 2023 and signed by the Mayor.

Mayor

ATTEST:

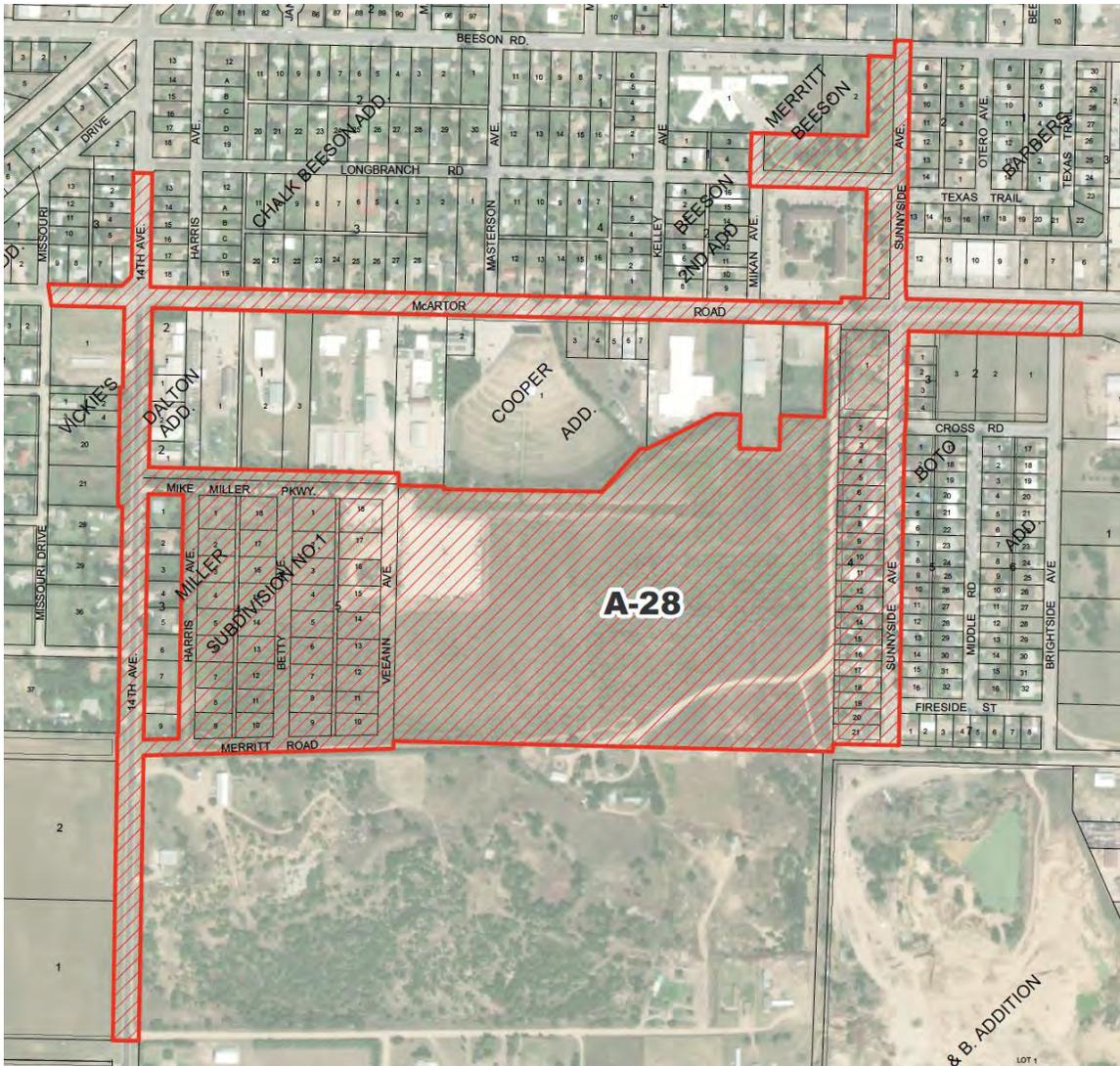
City Clerk

Resolution No. 2023-28
Exhibit A

Beginning at the Northwest corner of Block 4, Boto Addition to the City of Dodge City, Kansas; Thence on an assumed bearing of N 0° 13' 56" W, on the extension of the West Line of Boto Addition, a distance of 20.25 feet to the South Right-of-way Line of McArtor Road; Thence on a bearing of S 89° 58' 18" W, along the South Line of McArtor Road, 52.54 feet; Thence on a bearing of S 0° 30' 43" W, 351.17 feet; Thence on a bearing of S 89° 58' 18" W, a distance of 165.50 feet; Thence on a bearing of S 0° 20' 49" W, a distance of 128.00 feet; Thence on a bearing of S 89° 58' 18" W, a distance of 150.00 feet; Thence on a bearing of N 0° 20' 49" E, a distance of 128.00 feet along; Thence on a bearing of S 89° 58' 18" W, a distance of 93.30 feet; Thence on a bearing of S 61° 37' 24" W, a distance of 292.71 feet; Thence on a bearing of N 0° 20' 49" E, a distance of 1.00 feet, said point being the Southeast Corner of Cooper Addition to the City of Dodge City, Ford County, Kansas; Thence on a bearing of N 89° 56' 11" W, a distance of 23.00 feet along the Southerly Line of said Cooper Addition; Thence on a bearing of S 40° 28' 43" W, a distance of 217.60 feet along the Southerly Line of said Cooper Addition; Thence on a bearing of S 89° 19' 04" W, a distance of 594.80 feet along the South Line of Cooper Addition to the Southwest Corner of said Cooper Addition; Thence on a bearing of N 0° 17' 31" E, a distance of 9.92 feet along the West Line of said Cooper Addition; Thence on a bearing of S 89° 56' 47" W, a distance of 167.07 feet to the East Line of Veeann Avenue, said line of Veeann Avenue being the East Line of Miller Subdivision No.1 to the City of Dodge City, Ford County, Kansas; Thence north along the East Line of Miller Subdivision No.1 to the North of platted drainage ditch; Thence west along the North Line of said drainage ditch extended to the West Right-of-way line of 14th Avenue; Thence south along the West Right-of-way of 14th Avenue to the extended South Right-of-way Line of Mike Miller Parkway; Thence east along the extended South Right-of-way Line of Mike Miller Parkway to Northeast corner of Block 3 Miller Subdivision No.1; Thence south along the East Line of Block 3 Miller Subdivision No.1 to the Southeast Corner thereof, being the North Right-of-way Line of Merritt Road; Thence west along the North Right-of-way Line of Merritt Road extended to the West Right-of-way Line of 14th Avenue; Thence south along the West Right-of-way Line of 14th Avenue to the extended South Right-of-way Line of Merritt Road; Thence east along the extended South Right-of-way Line of Merritt Road to the Southeast Corner of Miller Subdivision No.1; Thence north along the East Line Of Miller Subdivision No.1 to the South Line of the Northwest Quarter of Section 2, Township 27 South, Range 25 West; Thence east along the South Line of said Northwest Quarter of Section 2 to the West Line of Boto Addition; Thence north along the West Line of Boto Addition to the Southwest Corner of Block 4, Boto Addition; Thence east along the South Line of said Block 4, Boto Addition extended to the East Right-of-way Line of Sunnyside Avenue; Thence Northerly along the East Right-of-way Line of Sunnyside Avenue to the intersection of the East Right-of-way Line of Sunnyside Avenue and the North Right-of-way Line of Beeson Road; Thence west along the North Right-of-way Line of Beeson Road to the intersection of the North Right-of-way Line of Beeson Road and the West Right-of-way Line Sunnyside Avenue; Thence south along the West Right-of-way Sunnyside Avenue to the South Right-of-way Line of Beeson Road, being the Northeast Corner of Merritt Beeson Subdivision; Thence west along the North Line of Merritt Beeson Subdivision a distance of 95 feet to the Northeast Corner of Lot 2, Block 2, Merritt Beeson Subdivision; Thence south along the East Line of said Lot 2 to the Southeast Corner thereof; Thence west along the south line of Lot 1 and Lot 2, Block 2, Merritt Beeson Subdivision a distance of 437.87 feet to the north east corner of Lot 3 Block 1 Beeson 2nd addition, being the west Right-of-way of Mikan Ave., thence south along the west Right-of-way Line of Mikan Ave. to the South Right-of-way Line of Longbranch Rd., thence east along the South Right-of-way line of Longbranch Rd. to a point 95 feet west of the West Right-of-way line of Sunnyside Ave.; Thence south parallel to and 95 feet west of the West Right-of-way Line of Sunnyside Avenue to the North Right-of-way Line of McArtor Road, being the North Line of Boto Addition; Thence west along the North Line of Boto Addition to the Northwest Corner thereof, and Point of Beginning.

Also to include all of the South Fourteenth Street Right-of-way from the North Right-of-way Line of Fort Atkinson Street to the South Right-of-way Line of Longbranch Road and all of the McArtor Road Right-of-way of from a point 60 feet east of the East Right-of-way Line of Brightside Avenue to the East Right-of-way Line of Missouri Drive.

Resolution No. 2023-28
Exhibit B





Memorandum

To: City Manager, City Commissioners
From: Mollea Wainscott, Assistant Director of Economic Development
Date: 08/03/23
Subject: RHID
Agenda Item: Resolution No. 2023-29

Recommendation: Staff recommends adoption of Resolution 2023-29, which permits the submittal of a proposed Rural Housing Incentive District (RHID) to the Kansas Secretary of Commerce for approval.

Background: In 2008, the City commissioned a Housing Needs Analysis, which reflected a critical shortage of housing available in the community. In 2009, the City Commission adopted a Resolution providing for several incentive programs in order to encourage housing development in the City. The RHID was identified as one of those programs. The program has captured the attention of several developers, locally and statewide. In 2022, the City commissioned another Housing Needs Analysis taking into consideration the progress that had developed since the 2008 Analysis. The latest Analysis continued to reflect a major shortage of housing. The establishment of this RHID will provide the incentive needed to entice developers to and in our community.

Justification: Housing continues to be a constant challenge in the Dodge City area. Establishment of the RHID is necessary in order to address the City's critical housing shortage.

Financial Considerations: None at this time. However, if utilized, the financial consideration would be dependent upon each independent development agreement.

Purpose/Mission: To provide adequate housing in order for the City to accommodate present and future growth.

Legal Considerations: None

Attachments: Resolution No. 2023-29

RESOLUTION NO. 2023-29

A RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS AS TO THE NEED FOR HOUSING WITHIN THE CITY OF DODGE CITY, KANSAS AND SETTING FORTH THE LEGAL DESCRIPTION OF REAL PROPERTY PROPOSED TO BE DESIGNATED AS A RURAL HOUSING INCENTIVE DISTRICT WITHIN THE CITY.

WHEREAS, K.S.A. 12-5241 et seq. (the “Act”) authorizes any city incorporated in accordance with the laws of the state of Kansas (the “State”) with a population of less than 60,000 located in a county with a population of less than 80,000, to designate rural housing incentive districts within such city; and,

WHEREAS, prior to such designation the governing body of such city shall conduct a housing needs analysis to determine what, if any, housing needs exist within its community; and,

WHEREAS, after conducting such analysis, the governing body of such city may adopt a resolution making certain findings regarding the establishment of a rural housing incentive district and providing the legal description of property to be contained therein; and,

WHEREAS, after publishing such resolution, the governing body of such city shall send a copy thereof to the Secretary of Commerce of the State (the “Secretary”) requesting that the Secretary agree with the finding contained in such resolution; and,

WHEREAS, if the Secretary agrees with such findings, such city may proceed with the establishment of a rural housing incentive district within such city and adopt a plan for the development or redevelopment of housing and public facilities in the proposed district; and,

WHEREAS, the City of Dodge City, Kansas (the “City”) has an estimated population of 27,340, is located in Ford County, Kansas, which has an estimated population of 33,848 and therefore constitutes a city as said term is defined in the Act; and,

WHEREAS, the Governing Body of the City has performed a Housing Needs Analysis dated June 2022 (the “Needs Analysis”), a copy of which is on file in the office of the City Clerk; and,

WHEREAS, based on the Needs Analysis, the Governing Body of the City proposes to commence proceedings necessary to create a Rural Housing Incentive District, in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED by the Governing Body of the City of Dodge City, Kansas, as follows:

Section 1. The Governing Body hereby adopts and incorporates by this reference as part of this Resolution the Needs Analysis, a copy of which is on file in the office of the City Clerk, and based on a review of said Needs Analysis makes the following findings and determinations.

Section 2. The Governing Body hereby finds and determines that there is a shortage of quality housing of various price ranges in the City despite the best efforts of public and private housing developers.

Section 3. The Governing Body hereby finds and determines that the shortage of quality housing can be expected to persist and that additional financial incentives are necessary in order to encourage the private sector to construct or renovate housing in the City.

Section 4. The Governing Body hereby finds and determines that the shortage of quality housing is a substantial deterrent to the future economic growth and development of the City.

Section 5. The Governing Body hereby finds and determines that the future economic well-being of the City depends on the Governing Body providing additional incentives for the construction or renovation of quality housing in the City.

Section 6. Based on the findings and determinations recited in *Sections 2* through *5* of this Resolution, the Governing Body proposes to establish a Rural Housing Incentive District pursuant to the Act, within boundaries of the real estate legally described in *Exhibit A*, attached hereto, and shown on the maps depicting the existing parcels of land contained in *Exhibit B*, attached hereto (the “District”).

Section 7. The City Clerk is hereby directed to publish this Resolution one time in the official City newspaper, and to send a certified copy of this Resolution to the Secretary of Commerce for the Secretary’s review and approval.

Section 8. This Resolution shall take effect after its adoption and publication once in the official City newspaper.

Approved this 7th day of August 2023 and signed by the Mayor.

Mayor

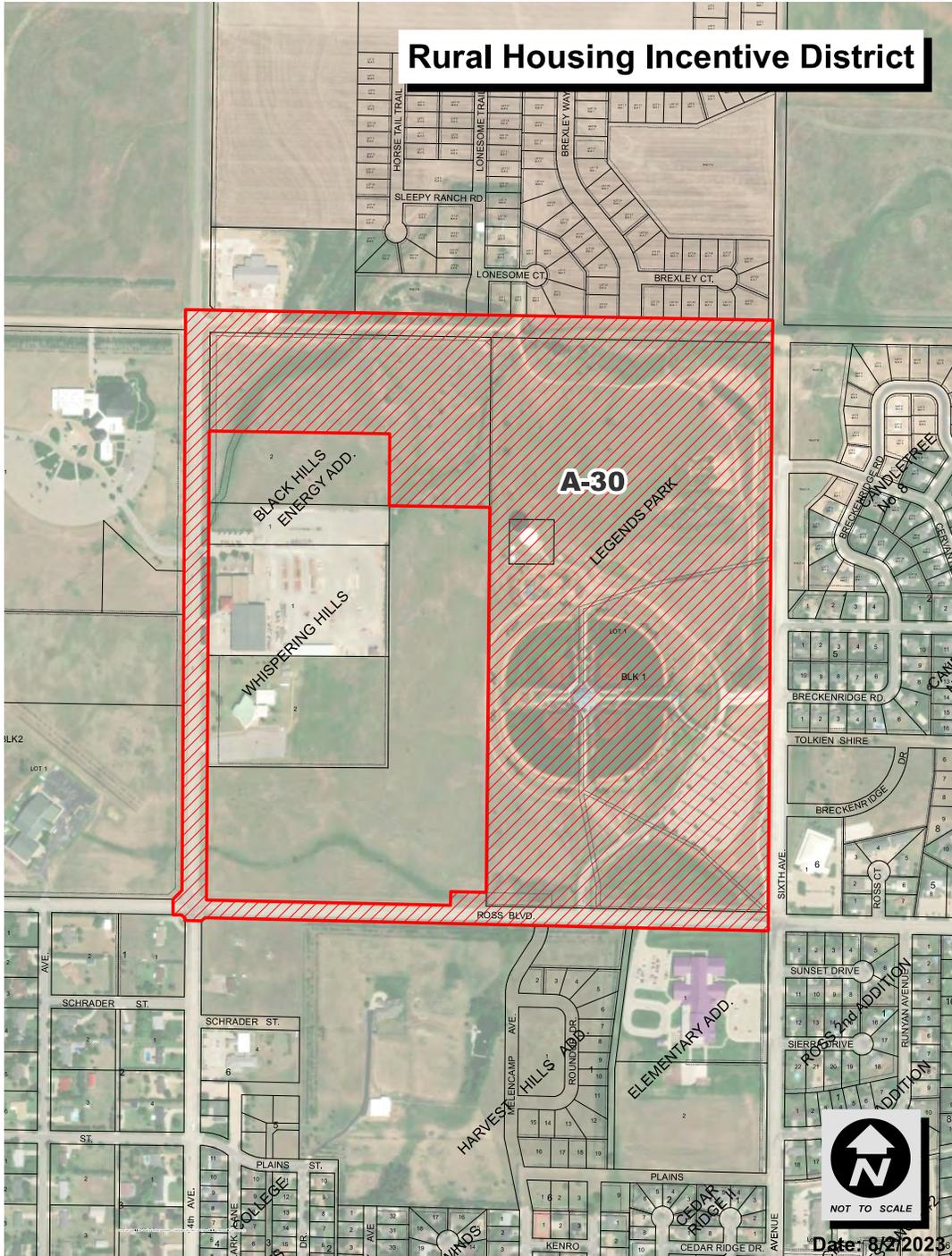
ATTEST:

City Clerk

Resolution No. 2023-29
Exhibit A

Beginning at the Northwest corner of Lot 1, Block 1, Dodge City Legends Park Subdivision; thence on a bearing of $N89^{\circ}55'39''W$ a distance of 1262.07 feet along the South right-of-way line of Iron Road to the East right-of-way line of North 14th Avenue; thence $S00^{\circ}36'52''E$ a distance of 439.45 feet along the East right-of-way line of North 14th Avenue to the Northwest corner of Lot 2, Black Hills Energy Addition; thence $S89^{\circ}42'43''E$ a distance of 810.49 feet along the North line of said Lot 2 to the Northeast corner thereof; thence $S00^{\circ}32'17''E$ a distance of 322.65 feet along the East line of said Lot 2 to the Southeast corner thereof; thence $S89^{\circ}42'42''E$ a distance of 450.32 feet to a point on the West line of Lot 1, Block 1, Dodge City Legends Park Subdivision; thence $N00^{\circ}29'00''W$ a distance of 766.83 feet along the West line of said Lot 1 to the Northwest corner thereof and the Point of Beginning. Also, to include Lot 1, Block 1, Dodge City Legends Park Subdivision; All Iron Road right-of-way from the West line of 6th Avenue to the West line of N.14th Avenue; All Ross Boulevard right-of-way from the West line of 6th Avenue to a point 40 feet west of the West line of N. 14th Avenue. All N.14th Avenue right-of-way from the North line of Iron Road to a point 15 feet south of the South line of Ross Boulevard.

Resolution No. 2023-29
Exhibit B





Memorandum

To: Ford County Commission and City of Dodge City Commission

From: United Wireless Arena and Boot Hill Casino and Resort Conference Center Executive Director, Chris Ragland

Date: August 7, 2023

Subject: Clear Bag Policy

Agenda Item: New Business

Purpose: To approve the implementation of a Clear Bag policy for events at the Arena

Recommendation: The Community Facility Advisory Board recommends the implementation of a Clear Bag Policy for events at the Arena to help with security concerns as well as speed up patron entry into events.

Background: Industry norms have changed over the last few years and it is becoming increasingly necessary to implement such policies in the interest of safety and security for our events. There are currently policies like this in place for the NFL, NBA, NHL, MLB, NCAA and various other sporting and entertainment venues across the country.

City Commission Options:

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

Financial Considerations: Estimated at \$15,000 for 2,500 bags to give away/sell as well as signage for the facility Boot Hill Casino has committed to purchasing 500 bags for \$2,500 for their VIPs. Fully Promoted has committed to sponsoring the bags in the form of a discount valued at \$3,500.

We are working with Fully Promoted on the final quote. All three logos will be on the bags: UWA, BHCR and Fully Promoted. These costs would be paid out of the Operating Fund of Venue

Legal Considerations: City legal counsel has reviewed the Clear Bag Policy FAQ's and signage.

Attachments:

Clear Bag Policy/Procedure (Draft)

Clear Bag Policy FAQ's

Clear Bag Policy Signage

CLEAR BAGS



Facility Name:	UNITED WIRELESS ARENA
----------------	-----------------------

PURPOSE

To establish location Clear Bag policy/procedure to reflect current market and industry norms.

POLICY

Per Venue requirements, the only bags permitted into the facility will be clear bags that adhere to the following: Bags must be smaller than 14" x 6" x 14". Any clear bag larger than this will not be allowed. Each ticketed guest can carry one large clear bag – either a one-gallon plastic storage bag or a 14" x 6" x 14" (or smaller) clear bag – **plus a small clutch purse (5.5" x 8.5")**.

The clear bag policy will speed up the entry process into the venue, improve security, and limit touchpoints. Clear bags allow staff to check for prohibited items without having to touch or open a bag. Most tours are now requiring a clear bag policy as well for safety and convenience.

PROCEDURES

1. Refer to location Frequently Asked Questions memo as well as the policy graphic attached.
2. All bags are subject to visual inspection prior to entering the facility
3. Refer to the United Wireless Arena website at www.unitedwirelessarena.com for more details in the clear bag policy as well as our other prohibited items.
4. Bag policies are subject to change on an event by event basis.

CLEAR BAG POLICY – FREQUENTLY ASKED QUESTIONS

EFFECTIVE _____, 2023

Q: WHY DID UNITED WIRELESS ARENA ADOPT THIS POLICY?

A: Fan experience and the safety of our guests and performers is a top priority of United Wireless Arena. More and more artists are requesting arenas implement a clear bag policy and we need to cooperate to continue to bring quality entertainment to southwest Kansas. Our goal is to speed up the entry process into the venue, improve security, and limit touchpoints. Clear bags allow staff to check for prohibited items without touching or opening a bag. This will allow the entry process to go faster and will prevent our staff from having to touch your items.

Q: HOW DOES THIS POLICY IMPROVE PUBLIC SAFETY?

A: The clear bag is easily and quickly searched, greatly reducing faulty bag searches. It also supports the Department of Homeland Security's "If You See Something, Say Something" campaign.

Q: HOW DOES THIS MAKE IT MORE CONVENIENT FOR GUESTS?

A: This will enable us to move guests through our security checkpoints faster, allowing staff to be more efficient and effective in checking bags that are brought into the arena. We also believe guests will realize an improved sense of safety.

Q: HOW MANY BAGS CAN EACH PERSON BRING INTO THE VENUE?

A: Each ticketed guest can carry **one** large clear bag - either a one-gallon plastic storage bag or up to a 14"x14"x6" clear bag - plus **one** small clutch purse (5.5"x8.5"x2"). The small clutch allows privacy for small personal items and also is easily searched.

Q: WHAT ITEMS CAN I CARRY THROUGH SECURITY WITHOUT REMOVING THEM?

A: Guests may carry in their pockets or jackets their makeup, feminine products, combs, wallet, credit cards, etc. if they choose not to put them in a clear bag or clutch.

Q: WHAT HAPPENS IF I SHOW UP AT THE ENTRANCE WITH A BAG THAT IS NOT PERMITTED?

A: Guests carrying bags that do not meet the criteria will be asked to return them to their vehicles.

Q: IF I HAVE CERTAIN ITEMS THAT I NEED TO BRING INTO THE VENUE FOR MEDICAL REASONS AND THEY WON'T FIT IN THE CLEAR BAG, WHAT DO I DO?

A: Guests carrying medically necessary equipment into a venue will be required to have their bag/equipment inspected and cleared by security and/or staff. For questions about medical equipment or other needs, please contact the Administrative Offices at (620)371-7390.

Q: ARE ALL PURSES PROHIBITED?

A: No. Small clutch purses, no larger than 5.5"x8.5"x2", with or without a handle or strap, are

permitted along with either the clear tote bag (up to 14"x14"x6") or a one-gallon plastic storage bag. This should enable guests to carry the same items they have in previous years and expedite entry into the venue.

Q: DO I HAVE TO PUT EVERYTHING I'M CARRYING INTO THE PERMISSIBLE BAGS?

A: No. We are limiting only the types of bags carried into the venue, not permissible items that are brought into an event. Therefore, guests can carry in their pockets or jacket their keys, makeup, feminine products, comb, wallet, credit cards, etc., if they choose not to put them in a clear bag or clutch purse (5.5"x8.5"). Guests can carry a blanket or jacket over their arms and use the clear bag and clutch to carry other items.

Q. WHAT ABOUT DIAPER BAGS?

A: Diapers and other baby supplies can easily be carried in a clear tote bag, up to 14"x14"x6". Each member of a family with a ticket would be allowed to carry one approved clear bag and one clutch purse into the venue.

Q: WHAT ABOUT SPORTS TEAMS?

A: Sporting team members and cheer squads **entering through a pass-gate** would still be allowed to carry their equipment and clothing items in their school-approved duffels or backpacks. Performers or support personnel not entering with the team (school photographers, band members, half-time performers, National Anthem singers, broadcasting/announcers, etc.) would need to abide by the clear bag policy in place. The exception is for instrument cases for band members.

CLEAR BAG POLICY

APPROVED BAGS

Clear Plastic Bag
(No larger than 14" x 6" x 14")



One Gallon Plastic Freezer Bag



Clutch With or Without Shoulder Strap
(No larger than 5" x 8")

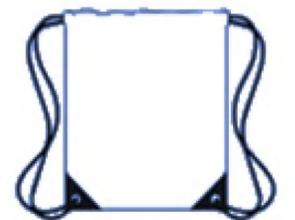
PROHIBITED BAGS



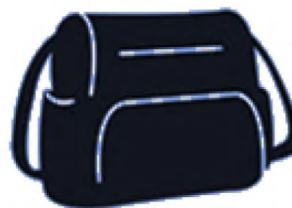
Purse



Backpack



Drawstring Bag



Diaper Bag



Grocery Bag



Oversized Tote



Patterned Plastic Bag



Fanny Pack



Mesh Bag

ADDITIONAL INFORMATION

All bags are subject to visual inspection before entering the facility.

Please refer to unitedwirelessarena.com under **PLAN YOUR VISIT** for more details regarding our Clear Bag Policy.

Bag policies are subject to change on an event-by-event basis. Please visit the event page on our website for bag policy updates.

www.UnitedWirelessArena.com



July 10, 2023

City of Dodge City
Community Facility Advisory Board (CFAB)
Joint City-County Commissioners;

We (Venuworks of Dodge City) would like to formally request reimbursement for our 2022 budget shortfall of \$96,980.00. A copy of our Statement of Financial Position at 12/31/2022 is attached.

Our subsidy request is over the original budget request due to a number of reasons. Among them, the number of events during the year that were hosted at discounted rates that brought large economic impact into the area, such as State Basketball and Volleyball, TOC and SPIAA as well as some large multi-day conferences that were hosted rent free. Another reason is that actual expenses ended up being more than budgeted expenses, which some of this is due to salary/wage increases made during the year to help our employees battle inflationary concerns.

With the additional subsidy, we (Venuworks of Dodge City) plan on reimbursing the Event Fund for the 2022 Dodge City Days concert (Jon Pardi) in the amount of \$70,518.54. Current cash flow is preventing us from making this reimbursement at this time.

Historically, we have had budget shortfalls at the end of each fiscal year. The shortages have varied by year. The shortage since the facility opened averages out to be \$186,000.25 per year.

Please feel free to reach out to me with questions or concerns.

Sincerely,

A handwritten signature in blue ink that reads 'Amanda Nufer'.

Amanda Nufer
Director of Finance & Administration
VenuWorks of Dodge City
United Wireless Arena & The Boot Hill Casino Conference Center
PO Box 1516
Dodge City, KS 67801
620-371-7805
anufer@unitedwirelessarena.com



Memorandum

To: Dodge City Commission
From: Ryan Reid, Director of Administration
Presenting: Daniel Cecil
Date: 2023 05 31
Subject: Mowers (5)
Agenda Item: New Business

Purpose:

The proposed mowers will assist the Parks department in their mission to improve and protect City properties. Recent rainfall and staff and equipment shortages combine to make these mowers vital for the Parks Department to fulfill its responsibilities. Additionally logistic delays from manufacturers guide this decision as two of the mowers can be obtained within thirty (30) days of approval of the bids.

Recommendation:

Staff recommends approving the bid from American Implements for the five (5) Hustler 105" gasoline mowers for \$122,500 (\$24,500 each). This is a budgeted purchase for 2024 and American Implements is the low bid.

Background:

Existing mowers have been suffering costly repairs and downtime. This Hustler unit represents a great value considering the width of cut and price as well as good maneuverability. Staff expects these mowers to last approximately four years. We expect at least two existing mowers to go to auction.

City Commission Options:

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

Financial Considerations:

Amount \$122,500

Funds:

Cemetery: 14033100 441005 (qty: 1)
Parks: 14052100 441005 (qty: 2)
Athletic Field Maintenance: 11252710 441005 (qty: 2)

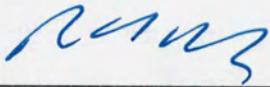
Budgeted Expense Grant Bonds Other

Legal Considerations: None

Mission/Values: Safety, Ongoing improvement, Excellence

Attachments: Bids

Approved for the Agenda by:

A handwritten signature in blue ink, appearing to be 'R. Wang'.

Director of Administrative
Services

Name, Title

Bid Tab

Mowers

<u>Bidder</u>	<u>Quant</u>	<u>Total \$</u>	<u>Notes</u>	<u>Total (5)</u>
Hi Plains	Ex Mark 96" gas	\$33,199		\$165,995
Hi Plains	Ex Mark 96" diesel	\$44,399.00	do not want diesel	\$221,995
Hi Plains	144" Diesel wing mower	\$ 66,399.00	do not want diesel	\$331,995
Outdoor Power	Toro 96"	\$ 33,254.00		\$166,270
American Impleme	Hustler 104" gasoline	\$24,500	Meets specs	\$122,500





Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering
Date: August 7, 2023
Subject: 14th Ave. South Bound Bridge Repairs, ST 2202
Agenda Item: New Business

Purpose: The purpose of this project is to perform major maintenance to the south bound 14th Ave. Bridge. Maintenance activities with this project include patching of the bridge deck, repairing pier beam ends and constructing 4 concrete streetlight pole supports.

Recommendation: Approve the bid from PbX Corporation, for the 14th Ave. South Bound Bridge Repair Project in the amount of \$378,690.47.

Background: The repairs needed on the south bound 14th Ave. bridge have been outlined in our biennial bridge inspection. These repairs include the repairs to the bridge deck, repairs to the pier beam ends, and construction of 4 streetlight pole supports. Without these repairs the structural integrity of the bridge could be compromised making total replacement in the future necessary. The south bound bridge will be closed to traffic during construction. Both north and south bound traffic will be routed onto the north bound bridge, with one lane traffic each way in direction on 14th Ave. in the immediate vicinity of the bridges.

Three bids were received for this project. The low bid from PbX Corporation, one from L&M Contractors, Inc. in the amount of \$434,945.25, and from Reece Construction Co., Inc. in the amount of \$530,566.41. The engineer's estimate was \$479,025.25. PbX Corporation's tentative start date is March 4, 2024. With a completion date of early July 2024, prior to Dodge City Days.

City Commission Options:

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

Financial Considerations:

Amount \$: 378,690.47

Funds: 2023 Street GOB

Budgeted Expense Grant Bonds Other

Legal Considerations: By approving this bid from PbX Corporation the City will enter into a contract with PbX Corporation and be responsible to make payments the PbX Corporation for the completed work.

Mission/Values: Approving this agreement aligns with the City's Core Values of Working Towards Excellence and Ongoing Improvement.

Attachments: Bid Tab

Approved for the Agenda by:

Ray Slattery, PE

Ray Slattery, Dir. Of Engineering Services



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Corey Keller, Public Works Director
Date: August 2, 2023
Subject: Approval of Bid to Expand and Remodel the Airport Terminal Building
Agenda Item: New Business

Purpose: The purpose of this project is to expand and remodel the existing Airport Terminal Building. This project will demolish the existing south addition of the terminal building and build back a new, larger addition in its place. The remainder of the existing terminal building will be remodeled. The project will replace aging infrastructure, update ADA compatibility, increase the airport's terminal space and capacity, and upgrade utilities, appliances, insulation, and windows to increase energy efficiency.

Recommendation: To approve the bid received from Icon Structures for the Airport Terminal Expansion & Remodel in the amount of \$8,055,044.85. Icon Structures of Wichita KS was the only bidder of the project. The bid has been reviewed by FAA and they approve the bid. This amount is over the \$7,300,000.00 amount awarded in the Airport Terminal Program (ATP) grant.

Background: On July 25, 2023, staff opened bids for the Airport Terminal Remodel & Expansion project. The bids included cost for an add alternate No. 1 which was for second floor finishes and add alternate No. 2 which was to move airfield lighting equipment located in one of the terminals three basements. The second-floor finishes were not eligible as apart of this grant and is something the City can look at doing on its own another time. The electrical equipment will be pushed to the Runway 02/20 construction grant and be completed with that project. Both add alternates would have added additional cost to the grant which would increase the amount the city would be responsible for.

On February 27, 2023, the Federal Aviation Administration (FAA) announced Dodge City would be awarded 7.3 million in ATP funding for this project. To cover the additional cost of the bid FAA will allow the city to utilize Airport Infrastructure Grant (AIG) funding for the remaining amount. The city received \$295,000.00 for FY22 and FY23 the city would be allowed to utilize these funds through FY26 to cover the remaining amount not fund in ATP grant. Grant funding for this type of project has not been available for some time, prior to the ATP funding announcement grants for terminal projects were not funded.

City Commission Options:

1. Approve Bid
2. Disapprove Bid (this would result in the loss of ATP grant funding for 2023)
3. Table for further discussion

Financial Considerations:

Total Amount \$ 8,055,044.85

FAA Portion \$ 6,873,615.85

City Portion \$ 1,181,429.00

Funds: Airport Terminal Fund 46031100-442002

Budgeted Expense Grant Bonds Other

Legal Considerations: None

Mission/Values: Approving this agreement aligns with the City's Core Values of Working Towards Excellence and Ongoing Improvement.

Attachments: Bid Tab and tabulation showing eligibility

Approved for the Agenda by:



Corey Keller, Dir. Of Public Works

**ESTIMATED FUNDING BREAKDOWN
DODGE CITY REGIONAL AIRPORT
DODGE CITY, KANSAS
TERMINAL EXPANSION & REMODEL
AIP/ATP: 3-20-0017-039
Burns & McDonnell No. 153571
August 2, 2023**

ITEM NO.	SPECIFICATION ITEM NO.	DESCRIPTION OF WORK	ELIGIBILITY STATUS	UNITS	ESTIMATED QUANTITY	Icon Structures, Inc.		ATP ELIGIBLE TOTAL	ATP ELIGIBLE Federal (95%)	ATP ELIGIBLE City (5%)	CITY Ineligible Share
						UNIT COST	TOTAL COST	TOTAL COST	FEDERAL SHARE	LOCAL SHARE	TOTAL COST
DIV 01	--	GENERAL REQUIREMENTS	Eligible	LS	1.00	\$ 1,814,759.00	\$ 1,814,759.00	\$ 1,814,759.00	\$ 1,724,021.05	\$ 90,737.95	\$ -
DIV 02	--	EXISTING CONDITIONS	Proration	LS	1.00	\$ 140,340.00	\$ 140,340.00	\$ 124,565.78	\$ 118,337.49	\$ 6,228.29	\$ 15,774.22
DIV 03	--	CONCRETE	Proration	LS	1.00	\$ 280,000.00	\$ 280,000.00	\$ 248,528.00	\$ 236,101.60	\$ 12,426.40	\$ 31,472.00
DIV 04	--	MASONRY	Proration	LS	1.00	\$ 369,000.00	\$ 369,000.00	\$ 327,524.40	\$ 311,148.18	\$ 16,376.22	\$ 41,475.60
DIV 05	--	METALS	Proration	LS	1.00	\$ 430,379.00	\$ 430,379.00	\$ 382,004.40	\$ 362,904.18	\$ 19,100.22	\$ 48,374.60
DIV 06	--	WOOD AND PLASTICS	Proration	LS	1.00	\$ 104,300.00	\$ 104,300.00	\$ 92,576.68	\$ 87,947.85	\$ 4,628.83	\$ 11,723.32
DIV 07	--	THERMAL & MOISTURE PROTECTION	Proration	LS	1.00	\$ 462,000.00	\$ 462,000.00	\$ 410,071.20	\$ 389,567.64	\$ 20,503.56	\$ 51,928.80
DIV 08	--	DOORS AND WINDOWS	Proration	LS	1.00	\$ 351,343.00	\$ 351,343.00	\$ 311,852.05	\$ 296,259.44	\$ 15,592.60	\$ 39,490.95
DIV 09	--	FINISHES	Proration	LS	1.00	\$ 600,636.00	\$ 600,636.00	\$ 533,124.51	\$ 506,468.29	\$ 26,656.23	\$ 67,511.49
DIV 10	--	SPECIALTIES	Proration	LS	1.00	\$ 83,979.00	\$ 83,979.00	\$ 74,539.76	\$ 70,812.77	\$ 3,726.99	\$ 9,439.24
DIV 12	--	FURNISHINGS	Proration	LS	1.00	\$ 114,557.00	\$ 114,557.00	\$ 101,680.79	\$ 96,596.75	\$ 5,084.04	\$ 12,876.21
DIV 13	13 34 20	TEMPORARY MODULAR BUILDING	Proration	LS	1.00	\$ 267,635.00	\$ 267,635.00	\$ 237,552.83	\$ 225,675.18	\$ 11,877.64	\$ 30,082.17
DIV 21	--	FIRE SUPPRESSION	Proration	LS	1.00	\$ 98,020.00	\$ 98,020.00	\$ 87,002.55	\$ 82,652.42	\$ 4,350.13	\$ 11,017.45
DIV 22	--	PLUMBING	Proration	LS	1.00	\$ 133,220.00	\$ 133,220.00	\$ 118,246.07	\$ 112,333.77	\$ 5,912.30	\$ 14,973.93
DIV 23	--	HEATING, VENTILATING, & AIR CONDITIONING	Proration	LS	1.00	\$ 491,380.00	\$ 491,380.00	\$ 436,148.89	\$ 414,341.44	\$ 21,807.44	\$ 55,231.11
DIV 26	--	ELECTRICAL	Proration	LS	1.00	\$ 1,113,200.00	\$ 1,113,200.00	\$ 988,076.32	\$ 938,672.50	\$ 49,403.82	\$ 125,123.68
DIV 27	--	COMMUNICATIONS	Proration	LS	1.00	\$ 223,640.00	\$ 223,640.00	\$ 198,502.86	\$ 188,577.72	\$ 9,925.14	\$ 25,137.14
DIV 28	--	ELECTRICAL SAFETY AND SECURITY	Proration	LS	1.00	\$ 191,860.00	\$ 191,860.00	\$ 170,294.94	\$ 161,780.19	\$ 8,514.75	\$ 21,565.06
DIV 31	31 20 00	EARTHWORK	Proration	LS	1.00	\$ 170,950.00	\$ 170,950.00	\$ 151,735.22	\$ 144,148.46	\$ 7,586.76	\$ 19,214.78
1	C-102-5.1	INSTALLATION MAINTENANCE AND REMOVAL OF SILT FENCE	Eligible	LF	300.00	\$ 1.25	\$ 375.00	\$ 375.00	\$ 356.25	\$ 18.75	\$ -
2	C-102-5.2	STRAW BALES	Eligible	LF	180.00	\$ 22.00	\$ 3,960.00	\$ 3,960.00	\$ 3,762.00	\$ 198.00	\$ -
3	C-105-7.1	MOBILIZATION	Eligible	LS	1.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 11,400.00	\$ 600.00	\$ -
4	SP-1-2.1	TRAFFIC CONTROL	Eligible	LS	1.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 57,000.00	\$ 3,000.00	\$ -
5	P-101-5.1	CONCRETE PAVEMENT REMOVAL (+ 8")	Eligible	SY	460.00	\$ 7.50	\$ 3,450.00	\$ 3,450.00	\$ 3,277.50	\$ 172.50	\$ -
6	P-101-5.2	CONCRETE PAVEMENT SIDEWALK REMOVAL (4")	Eligible	SY	530.00	\$ 7.50	\$ 3,975.00	\$ 3,975.00	\$ 3,776.25	\$ 198.75	\$ -
7	P-101-5.3	ASPHALT PAVEMENT & CURB REMOVAL	Eligible	SY	50.00	\$ 7.50	\$ 375.00	\$ 375.00	\$ 356.25	\$ 18.75	\$ -
8	P-101-5.4	REMOVAL OF SANITARY SEWER MANHOLE AND 8" VITRIFIED CLAY PIPE (VCP)	Eligible	LS	1.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,425.00	\$ 75.00	\$ -
9	P-101-5.5	REMOVAL OF MISCELLANEOUS ITEMS	Eligible	LS	1.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,325.00	\$ 175.00	\$ -
10	P-101-5.6	PAVEMENT MARKING REMOVAL	Eligible	SF	7,300.00	\$ 1.30	\$ 9,490.00	\$ 9,490.00	\$ 9,015.50	\$ 474.50	\$ -
11	P-101-5.7	SAW-CUT	Eligible	LF	900.00	\$ 4.50	\$ 4,050.00	\$ 4,050.00	\$ 3,847.50	\$ 202.50	\$ -
12	P-152-4.1	UNCLASSIFIED EXCAVATION	Eligible	CY	90.00	\$ 41.00	\$ 3,690.00	\$ 3,690.00	\$ 3,505.50	\$ 184.50	\$ -
13	P-152-4.2	UNSUITABLE EXCAVATION	Eligible	CY	20.00	\$ 42.00	\$ 840.00	\$ 840.00	\$ 798.00	\$ 42.00	\$ -
14	P-152-4.3	HIGH MODULUS GEOSYNTHETIC (GEOGRID)	Eligible	SY	655.00	\$ 3.50	\$ 2,292.50	\$ 2,292.50	\$ 2,177.88	\$ 114.63	\$ -
15	KDOT AB-3-6.1	AGGREGATE BASE COURSE, 6" (AB-3)	Eligible	SY	2,155.00	\$ 21.00	\$ 45,255.00	\$ 45,255.00	\$ 42,992.25	\$ 2,262.75	\$ -
16	KDOT-AB-3-6.2	AGGREGATE BASE COURSE, 4" (AB-3)	Eligible	SY	260.00	\$ 13.00	\$ 3,380.00	\$ 3,380.00	\$ 3,211.00	\$ 169.00	\$ -
17	KDOT-specs	CONCRETE PAVEMENT (8")	Eligible	SY	635.00	\$ 113.35	\$ 71,977.25	\$ 71,977.25	\$ 68,378.39	\$ 3,598.86	\$ -
18	KDOT-specs	CONCRETE PAVEMENT SIDEWALK (4")	Eligible	SY	260.00	\$ 88.46	\$ 22,999.60	\$ 22,999.60	\$ 21,849.62	\$ 1,149.98	\$ -
19	P-620-5.1	PAVEMENT MARKING NON-REFLECTORIZED (WHITE)	Eligible	SF	4,200.00	\$ 3.30	\$ 13,860.00	\$ 13,860.00	\$ 13,167.00	\$ 693.00	\$ -
20	P-620-5.2	TAXIWAY MARKING REFLECTORIZED (YELLOW)	Eligible	SF	1,100.00	\$ 3.30	\$ 3,630.00	\$ 3,630.00	\$ 3,448.50	\$ 181.50	\$ -
21	P-620-5.3	TAXIWAY MARKING NON-REFLECTORIZED (RED)	Eligible	SF	650.00	\$ 3.15	\$ 2,047.50	\$ 2,047.50	\$ 1,945.13	\$ 102.38	\$ -
22	P-620-5.4	TAXIWAY MARKING NON-REFLECTORIZED (BLACK)	Eligible	SF	2,700.00	\$ 3.15	\$ 8,505.00	\$ 8,505.00	\$ 8,079.75	\$ 425.25	\$ -
23	P-620-5.5	SURFACE PREPARATION	Eligible	SF	8,210.00	\$ 1.30	\$ 10,673.00	\$ 10,673.00	\$ 10,139.35	\$ 533.65	\$ -
24	T-904-5.1	SODDING	Eligible	SY	50.00	\$ 52.00	\$ 2,600.00	\$ 2,600.00	\$ 2,470.00	\$ 130.00	\$ -
25	F-162-5.1	CHAIN LINK FENCE - 8'	Eligible	LF	180.00	\$ 70.00	\$ 12,600.00	\$ 12,600.00	\$ 11,970.00	\$ 630.00	\$ -
26	F-162-5.2	PEDESTRIAN GATE	Eligible	EA	1.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,425.00	\$ 75.00	\$ -
27	PLAN NOTES	CONCRETE VAULT METER	Eligible	LS	1.00	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00	\$ 2,280.00	\$ 120.00	\$ -
28	PLAN NOTES	BOLLARDS	Eligible	EA	4.00	\$ 375.00	\$ 1,500.00	\$ 1,500.00	\$ 1,425.00	\$ 75.00	\$ -
29	DDC-213.4.2	CONCRETE CURB AND GUTTER	Eligible	LF	45.00	\$ 40.00	\$ 1,800.00	\$ 1,800.00	\$ 1,710.00	\$ 90.00	\$ -
30	DDC-309.4.2	ASPHALT CONCRETE PAVEMENT	Eligible	SY	50.00	\$ 195.00	\$ 9,750.00	\$ 9,750.00	\$ 9,262.50	\$ 487.50	\$ -
31	DDC-402.5.1A	POLYVINYLCHLORIDE (PVC) PRESSURE PIPE - 8"	Eligible	LF	40.00	\$ 188.00	\$ 7,520.00	\$ 7,520.00	\$ 7,144.00	\$ 376.00	\$ -

ITEM NO.	SPECIFICATION ITEM NO.	DESCRIPTION OF WORK	ELIGIBILITY STATUS	UNITS	ESTIMATED QUANTITY	Icon Structures, Inc.		ATP ELIGIBLE TOTAL	ATP ELIGIBLE Federal (95%)	ATP ELIGIBLE City (5%)	CITY Ineligible Share	
						UNIT COST	TOTAL COST	TOTAL COST	FEDERAL SHARE	LOCAL SHARE	TOTAL COST	
32	DDC-402.5.1B	POLYVINYLCHLORIDE (PVC) PRESSURE PIPE – 6”	Eligible	LF	55.00	\$ 166.00	\$ 9,130.00	\$ 9,130.00	\$ 8,673.50	\$ 456.50	\$ -	
33	DDC-402.5.1C	POLYVINYLCHLORIDE (PVC) PRESSURE PIPE – 4”	Eligible	LF	35.00	\$ 126.00	\$ 4,410.00	\$ 4,410.00	\$ 4,189.50	\$ 220.50	\$ -	
34	DDC-402.5.1D	HIGH-DENSITY POLYETHYLENE (HDPE) PRESSURE PIPE - 2”	Eligible	LF	20.00	\$ 106.00	\$ 2,120.00	\$ 2,120.00	\$ 2,014.00	\$ 106.00	\$ -	
35	DDC-402.5.02	FITTINGS (8" PIPING GASKET CLAMP)	Eligible	EA	2.00	\$ 290.00	\$ 580.00	\$ 580.00	\$ 551.00	\$ 29.00	\$ -	
36	DDC-402.5.1	COPPER PRESSURE PIPE – 2.5”	Eligible	LF	25.00	\$ 1.00	\$ 25.00	\$ 25.00	\$ 23.75	\$ 1.25	\$ -	
37	DDC-402.5.5	SERVICE TAPS AND LINES	Eligible	EA	1.00	\$ 2,900.00	\$ 2,900.00	\$ 2,900.00	\$ 2,755.00	\$ 145.00	\$ -	
38	DDC-403.4.1	GATE VALVE	Eligible	EA	3.00	\$ 2,400.00	\$ 7,200.00	\$ 7,200.00	\$ 6,840.00	\$ 360.00	\$ -	
39	DDC-403.4.3	METER (CITY APPROVED)	Eligible	EA	1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 0.95	\$ 0.05	\$ -	
40	DDC-405-4.2	DISINFECTION	Eligible	LF	80.00	\$ 15.00	\$ 1,200.00	\$ 1,200.00	\$ 1,140.00	\$ 60.00	\$ -	
41	DDC-405.8.2	SAMPLING AND BACTERIOLOGICAL TESTING	Eligible	LS	1.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 4,750.00	\$ 250.00	\$ -	
42	DDC-02605-4.2.1	PRECAST CONCRETE MANHOLE	Eligible	EA	1.00	\$ 23,500.00	\$ 23,500.00	\$ 23,500.00	\$ 22,325.00	\$ 1,175.00	\$ -	
43	DDC-02605-4.2.2	SANITARY SEWER CLEAN OUT	Eligible	EA	1.00	\$ 1,286.00	\$ 1,286.00	\$ 1,286.00	\$ 1,221.70	\$ 64.30	\$ -	
BASE BID TOTAL								\$ 7,830,044.85	\$ 7,197,633.11	\$ 6,837,751.45	\$ 359,881.66	\$ 632,411.74
Allowances												
AL-1	01 21 00	ASBESTOS AND/OR LEAD ABATEMENT	Ineligible	LS	1.00	\$ 75,000.00	\$ 75,000.00	\$ -	\$ -	\$ -	\$ 75,000.00	
AL-2	01 21 00	SYSTEM'S INTEGRATOR FOR TSA EQUIPMENT RELOCATION	Ineligible	LS	1.00	\$ 100,000.00	\$ 100,000.00	\$ -	\$ -	\$ -	\$ 100,000.00	
AL-3	01 21 00	EXTERIOR SIGNAGE (Sign No. 1 - Ineligible)	Ineligible	LS	1.00	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ -	\$ 10,000.00	
AL-3	01 21 00	EXTERIOR SIGNAGE (Sign No. 2, 3, & 4 - Eligible)	Eligible	LS	1.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 19,000.00	\$ 1,000.00	\$ -	
AL-4	01 21 00	LANDSCAPING AND IRRIGATION	Proration	LS	1.00	\$ 20,000.00	\$ 20,000.00	\$ 17,752.00	\$ 16,864.40	\$ 887.60	\$ 2,248.00	
ALLOWANCE TOTAL								\$ 225,000.00	\$ 37,752.00	\$ 35,864.40	\$ 1,887.60	\$ 187,248.00
Other Program Costs												
--	1	Terminal Remodel - Authorization No. 3	Ineligible	LS	1.00	\$ 160,950.00	\$ 160,950.00	\$ -	\$ -	\$ -	\$ 160,950.00	
--	2	Terminal Remodel - Amendment No. 1	Ineligible	LS	1.00	\$ 142,720.00	\$ 142,720.00	\$ -	\$ -	\$ -	\$ 142,720.00	
--	3	Section 106 Eligibility Evaluation of the Existing Terminal Building	Ineligible	LS	1.00	\$ 35,949.58	\$ 35,949.58	\$ -	\$ -	\$ -	\$ 35,949.58	
--	4	Terminal Building Project Formulation	Ineligible	LS	1.00	\$ 178,238.18	\$ 178,238.18	\$ -	\$ -	\$ -	\$ 178,238.18	
--	--	IFE - Terminal Building Project Formulation	Eligible	LS	1.00	\$ 3,800.00	\$ 3,800.00	\$ 3,800.00	\$ 3,610.00	\$ 190.00	\$ -	
--	--	IFE - Terminal Expansion and Remodel Design	Eligible	LS	1.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,275.00	\$ 225.00	\$ -	
--	5	Terminal Expansion and Remodel Design	Proration	LS	1.00	\$ 560,300.00	\$ 560,300.00	\$ 497,322.28	\$ 472,456.17	\$ 24,866.11	\$ 62,977.72	
--	6	Terminal Expansion and Remodel Design - Amendment No. 1	Proration	LS	1.00	\$ 180,895.53	\$ 180,895.53	\$ 160,562.87	\$ 152,534.73	\$ 8,028.14	\$ 20,332.66	
--	--	IFE - Terminal Expansion and Remodel Design - Amendment No. 1	Eligible	LS	1.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ 5,225.00	\$ 275.00	\$ -	
--	7	Categorical Exclusion and Supporting Services for Existing Terminal Building Renovations	Eligible	LS	1.00	\$ 49,275.89	\$ 49,275.89	\$ 49,275.89	\$ 46,812.10	\$ 2,463.79	\$ -	
--	8	Hazardous Material Survey Including Asbestos and Lead-Based Paint	Proration	LS	1.00	\$ 14,200.00	\$ 14,200.00	\$ 12,603.92	\$ 11,973.72	\$ 630.20	\$ 1,596.08	
--	--	Independent Fee Analysis of Construction Phase Services	Eligible	LS	1.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ 5,225.00	\$ 275.00	\$ -	
--	9	Construction Phase Services (Tasks B.2 - B.8)	Proration	LS	1.00	\$ 795,375.53	\$ 795,375.53	\$ 705,975.32	\$ 670,676.55	\$ 35,298.77	\$ 89,400.21	
--	9	Construction Phase Services (Task B.9, Cultural Resource Monitoring)	Eligible	LS	1.00	\$ 94,879.54	\$ 94,879.54	\$ 94,879.54	\$ 90,135.56	\$ 4,743.98	\$ -	
Program Total								\$ 10,287,129.10	\$ 8,775,304.93	\$ 8,336,539.68	\$ 438,765.25	\$ 1,511,824.17
								Total	Federal ATP Share	City ATP Share	City Ineligible Share	
									\$ (1,036,539.68)			

Eligible for Proration (88.76% Federal, 11.24% City)
 Fully eligible for 95% ATP/Federal participation
 Ineligible

Federal Share \$ **8,336,539.68**
City Share \$ **1,950,589.42**
 \$ **10,287,129.10**

Dodge City Regional Airport

As of: 7/31/2023

Year	Agreement/Scope	City Amount Paid	City Amount Remaining	Total Reimbursable Amount (Federal Total)	Difference (City Total)
2019 - 2021	Original Terminal Design (Auth. No. 3)	\$ 160,950.00	\$ -	\$ -	\$ 160,950.00
2019 - 2021	Amendment No. 1 to Original Terminal Design (Auth. No. 3)	\$ 142,720.00	\$ -	\$ -	\$ 142,720.00
2022 - 2023	Section 106 Evaluation (Auth. No. 2)	\$ 35,949.58	\$ -	\$ -	\$ 35,949.58
2022 - 2023	Terminal Project Formulation (Auth. No. 3)	\$ 178,238.18	\$ -	\$ -	\$ 178,238.18
2023	Independent Fee Analysis of Project Formulation	\$ 3,800.00	\$ -	\$ 3,610.00	\$ 190.00
2023	Independent Fee Analysis of Design	\$ 4,500.00	\$ -	\$ 4,275.00	\$ 225.00
2023	Terminal Engineering and Design (Auth. No. 4)	\$ 504,270.00	\$ 56,030.00	\$ 472,456.17	\$ 87,843.83
2023	Terminal Engineering and Design CO #1 (Auth. No. 4)	\$ -	\$ 180,895.53	\$ 152,534.73	\$ 28,360.80
2023	Independent Fee Analysis of Design Amendment No. 1 (Auth. No. 4)	\$ -	\$ 5,500.00	\$ 5,225.00	\$ 275.00
2023	Terminal CATEX (Auth. No. 5)	\$ 49,275.89	\$ -	\$ 46,812.10	\$ 2,463.79
2023	Hazardous Material Survey (Auth. No. 7)	\$ -	\$ 14,200.00	\$ 11,973.72	\$ 2,226.28
2023	Independent Fee Analysis of Construction Phase Services	\$ -	\$ 5,500.00	\$ 5,225.00	\$ 275.00
2023 - 2024	Terminal Construction - Base Bid (Icon Structures)	\$ -	\$ 7,830,044.85	\$ 6,837,751.45	\$ 992,293.40
2023 - 2024	Terminal Construction - AL-1 - Asbestos and/or Lead Abatement	\$ -	\$ 75,000.00	\$ -	\$ 75,000.00
2023 - 2024	Terminal Construction - AL-2 - System's Integrator for TSA Equipment Relocation	\$ -	\$ 100,000.00	\$ -	\$ 100,000.00
2023 - 2024	Terminal Construction - AL-3 - Exterior Signage (Sign No. 1 - Ineligible)	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00
2023 - 2024	Terminal Construction - AL-3 - Exterior Signage (Sign No. 2, 3, & 4 - Eligible)	\$ -	\$ 20,000.00	\$ 19,000.00	\$ 1,000.00
2023 - 2024	Terminal Construction - AL-4 - Landscaping and Irrigation	\$ -	\$ 20,000.00	\$ 16,864.40	\$ 3,135.60
2023 - 2024	Terminal Construction - Add Alternate No. 1 (Estimated)	\$ -	\$ -	\$ -	\$ -
2023 - 2024	Terminal Construction - Add Alternate No. 2 (Estimated)	\$ -	\$ -	\$ -	\$ -
2023 - 2024	Terminal Construction Phase Services (Tasks B.2 - B.8)	\$ -	\$ 795,375.53	\$ 670,676.55	\$ 124,698.98
2023 - 2024	Terminal Construction Phase Services (Task B.9, Cultural Resource Monitoring)	\$ -	\$ 94,879.54	\$ 90,135.56	\$ 4,743.98
		\$ 1,079,703.65	\$ 9,207,425.45	\$ 8,336,539.68	\$ 1,950,589.42

	Eligible for Proration (88.76% Federal, 11.24% City)
	Fully eligible for 95% ATP/Federal participation
	Ineligible



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Corey Keller, Public Works Director
Date: August 2, 2023
Subject: Amendment to Authorization No. 4 Terminal Expansion and Remodel Design
Agenda Item: New Business

Purpose: This amendment to Authorization No. 4 for design services with Burns and McDonnell adjusts the original scope of services approved by Commission December of 2022. Through FAA involvement and as the project progressed there was additional work that needed to take place to complete the design.

Recommendation: Approve Amendment No.1 to Authorization No.4 with Burns and McDonnell in the not to exceed the amount of \$180,895.53

Background: Prior to the announcement of ATP funds for this project FAA did not have a lot of involvement in the design. After funding was announce the project had to develop quite quickly to keep up with grant deadlines. Through the involvement of FAA, TSA, SkyWest, and the City these are the changes to the design that were not covered in the original scope of work. An Independent Fee Estimate (IFE) which is required by FAA for any costs over \$100,000.00 is being conducted by Benesch an engineering firm out of Manhattan KS. Once the IFE is completed the cost could be negotiated lower if the IFE is determined below Burns and McDonnells overall cost for this change.

City Commission Options:

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

Financial Considerations:

Amount \$: 180,895.53

FAA Portion \$152,534.73

City Portion \$28,360.80

Airport Terminal Fund 46031100-442002

X Budgeted Expense Grant Bonds Other -

Legal Considerations: The City will be entering into a contract with Burns & McDonnell and will be bound by the provisions of this contract.

Mission/Values: Approving the amendment aligns with the City's Core Values of Working Towards Excellence and Ongoing Improvement.

Attachments: Amendment No.1, Explanation summarizing changes in scope.

Approved for the Agenda by:



Corey Keller, Public Works Director



June 22, 2023

Mr. Corey Keller
Director of Public Works
Municipal Services Building
100 Chaffin Road
Dodge City, KS 67801

Re: Change Order No. 1 to Authorization No. 4, Terminal Expansion and Remodel Design

Corey,

The intent of this letter is to summarize the design items that Burns & McDonnell has completed to date and believes to be beyond the intent of the original scope outlined in Authorization No. 4, dated November 22, 2022.

The Authorization No. 4 scope for the terminal remodel project was primarily developed around the previous Authorization No. 3 (dated December 5, 2019, under the previous Master Services Agreement). The intent of the current Authorization No. 4 was to take the previous design and update it to match the resulting floor plan of the Terminal Performance Analysis (Project Formulation, Authorization No. 3, dated April 1, 2022).

There are items that were not in the original scope of Authorization No. 4, and through the evolution of the design, building components or systems were added to the scope that were not explicitly provided for in the scope. The below list summarizes these items.

1. Structural:

- a. The development of the canopy foundation design required close coordination with Terracon, our geotechnical subconsultant. As a result of Terracon's subsurface investigation, the design recommendation for the canopies required deep foundations. The assumption made by the design team when scoping the project, and based on the previous remodel design, was a shallow foundation system for the building. While this remains the case for the new south addition, the canopies required additional engineering design, calculations, and detailing that were not accounted for in the original fee build-up.

2. Architecture:

- a. The initial design used the previous TSA equipment requested from the original remodel design. After the 60% design, the TSA requested that we show the AIT1 equipment in the screening checkpoint area. As a result of the larger size of this equipment, a few walls needed to be adjusted for the equipment to fit. This required additional detailing time and general coordination with the TSA to verify that the changes would be acceptable.

3. Electrical/Communications:

- a. Security Camera System – The original remodel scope was to relocate a few cameras and did not specifically provide for Burns & McDonnell to provide the full design of the security camera system. An entirely new camera system is being designed for the front and back of house and exterior, which has resulted in additional design and detailing.
- b. Access Control System – The previous remodel design maintained the current lock and key system of door access throughout the terminal, except for one card reader. This assumption was maintained through the initial design of the Terminal Expansion &

Remodel project. The change to provide an access control system with new head-end equipment resulted in additional engineering and detailing to provide the necessary components, hardware, and programming capability for the access control system in the design documents.

- c. PA System – A PA system was not previously provided for in the original remodel design, and it was not accounted for in the fee build-up for the Terminal Expansion & Remodel design. The inclusion of a PA system resulted in additional engineering and detailing to provide the necessary components and hardware in the design documents.
- d. Telecommunications – The telecommunications items that were not provided for in the scope include additional rack plans and details, relocation of head-end equipment, and adding active equipment (wireless access points and local area network equipment). Burns & McDonnell’s assumption was that much of this equipment would be provided by the City; however, as the design developed, we realized the benefit of specifying these items to be provided under the design.
- e. Electrical Service Replacement – The previous remodel scope maintained the existing electrical service entrance on the north of the building, and this assumption was carried forward to this design when developing the fee. However, through the development of the floor plan and the age of the existing main distribution board, the opportunity to have an electrical room surfaced, and the City and Burns & McDonnell moved forward with showing the new electrical service in said location. This resulted in additional design, utility and site coordination, and detailing.
- f. Lighting Fixture Changes and Updates – The Terminal Expansion & Remodel fee build-up assumed the same light fixtures could be specified for the updated design. However, the previously specified fixtures were no longer available; therefore, additional design and detailing were required to properly identify the new fixtures.
- g. Lighting Controls – A relay panel-based timeclock system was originally designed. At the request of the City, the design was modified to include a power-switching breaker system. This required changes to the details, plans, specifications, and circuiting.
- h. eGSE Charging for SkyWest – Providing an electrical charger for SkyWest’s GSE equipment was not previously provided for under the original remodel nor the Terminal Expansion & Remodel scope. This was added at the request of SkyWest. It should be noted that providing provisions for eGSE charging helps DDC meet the goals outlined in the BIL ATP funding and the goals DDC outlined for the project in the Terminal Performance Analysis. This resulted in additional engineering, detailing, and drawing modifications.
- i. Power and Communications Design (TSA Equipment) – As noted above in the Architecture section, the TSA requested that the project design be compatible with the AIT1 equipment. This resulted in changes to the power and data requirements in the TSA screening area, which required additional engineering and detailing.
- j. Power Design (Mechanical Systems) – The mechanical systems were altered from the original remodel design, and power was updated accordingly for these systems, resulting in additional design and detailing.

4. Fire Protection:

- a. Much of the fire protection scope and drawings were not listed in the Terminal Expansion & Remodel scope (Authorization No. 4); therefore, hours and fees were not included for those items.
- b. Sprinkler System Design – A sprinkler system for fire protection was not included in the original remodel design. This scope was added to the Terminal Expansion & Remodel design, resulting in additional engineering and detailing.
- c. Fire Alarm System – A fire alarm system was not previously provided for in the original remodel design. This scope was added to the Terminal Expansion & Remodel design, resulting in additional engineering and detailing.
- d. Drawings and Details – As mentioned in 4.a above, the fire protection drawings were not included in the sheet list of Authorization No.4, B.2.b. Adding the fire protection plan and detail sheets resulted in additional engineering and detailing.
- e. Review of Architectural Life Safety – To verify code compliance with the floor plan and the new fire protection systems, a life safety review was completed that was not previously provided for in the scope of work.

5. Civil:

- a. Airfield Marking Plan and Details – The Airfield Marking Plan and Details sheets were not provided for in the Terminal Expansion & Remodel drawing list. These sheets were required to accommodate phasing and the relocation of the aircraft parking position.
- b. Grading and Utility Drawings – The grading and utility drawings were provided on the same sheet in the original remodel design due to the simplicity of the previous design. However, with the complexity of this Terminal Expansion and Remodel, the drawings were split into separate sheets to provide clarity on the scope and details of each component. This resulted in additional engineering and drafting time.
- c. Fire Marshall Coordination – With the modifications to the utility entrance and fire protection system in the building, coordination was undertaken with the City to verify the number and location of existing hydrants remained sufficient for the upgraded facility. This resulted in minor utility demolition plan changes and communication with the Fire Marshall and the City of Dodge City.

6. General:

- a. Specifications – The original remodel design placed specification requirements on the drawings. The Terminal Expansion & Remodel scope used the same scope language, “Prepare project specifications,” as the original remodel scope. As a result of the complexity of the project, specification on drawings would no longer suffice, and 154 individual specification sections were edited for the project. This resulted in additional engineering, project administration time, and expenses.
- b. Temporary Facilities (Phasing/Civil/Electrical) – The Terminal Expansion & Remodel scope provided for phasing plans. However, the phasing plans evolved and required temporary facilities plans to accompany the phasing plans to sufficiently convey the temporary operational requirements while the terminal is closed for construction. This resulted in additional engineering, coordination with the City, coordination with potential temporary facility vendors, and detailing.

June 22, 2023

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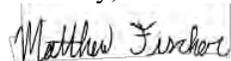
- c. Eligible vs. Ineligible Cost Estimate – The development of not all spaces being eligible as outlined by the FAA has required additional effort not accounted for in the original task to provide cost estimates.
- d. Development of Bid Alternates – The development of bid alternates was not specifically outlined in the Terminal Expansion & Remodel scope. To date, two alternates have been developed to assist with funding and eligibility concerns that developed. This has resulted in additional detailing and drawing coordination and Project Manual edits to set up the bid form accordingly.
- e. Provide Information for NEPA Process Completion – The resulting separate scope of work to complete the CATEX for the Terminal Expansion & Remodel resulted in the terminal design team providing updated design and project scope information to Burns & McDonnell's ENS team. This added coordination effort, drawing markup, and document review.

Burns & McDonnell has associated hours with the tasks listed above, and the estimated value of the additional scope is \$180,895.53. The estimated hours for the above-listed tasks are attached in Exhibit 1 (Basic Services, Task #4). Burns & McDonnell understands the impact this may have on DDC and the City, especially if the full change order amount is not eligible.

If the proposed full change order amount plus an estimated IFE fee of \$4,500 is added to the terminal program, the additional cost to the City of Dodge City is \$28,585.80. This assumes that the change order scope is eligible for proration and that the IFE fee is fully eligible. The previously provided overall program cost estimate has been updated to include line items for the Design Change Order #1 and the associated IFE. The revised program cost estimate is provided in Exhibit 2. With the proposed full amounts of the change order and the IFE, the City's share of the terminal program is estimated to be \$1,676,070.94.

We appreciate the opportunity to serve you and the City of Dodge City on this project and look forward to discussing the additional scope and fee with you. Burns & McDonnell values the partnership we have developed with the City of Dodge City, and we look forward to continuing to deliver this project for you.

Sincerely,



Matthew Fischer, PE
Project Manager

Cc: Jason Fuehne, Burns & McDonnell
Scott Pfeffer, Burns & McDonnell

Encl: Exhibit 1: Summary of Costs - Design Change Order No. 1
Exhibit 2: DDC Terminal Estimated Program Cost

EXHIBIT 1: SUMMARY OF COSTS – DESIGN CHANGE ORDER NO. 1

DERIVATION OF CONSULTANT PROJECT COSTS
SUMMARY OF COSTS
Terminal Expansion and Remodel Design
Design & Bidding Services
Dodge City, KS
BASIC & SPECIAL SERVICES
June 22, 2023

		Principal	Project Manager	Sr. Civil Engineer	Staff Civil Engineer	Sr. Electrical Engineer	Staff Electrical Engineer	Sr. Structural Engineer	Staff Structural Engineer	Senior Architect	Staff Architect	Sr. Mechanical Engineer	Staff Mechanical Engineer	Sr. Fire Protection Engineer	Sr. Environmental Specialist	Staff Environmental Specialist	Sr. Estimator	Staff Estimator	Sr. Technician	Staff Technician	Quality Control Reviewer	Geotechnical Engineer	Clerical	Other Costs	
Gross Hourly Rates		\$ 264.46	\$ 210.85	\$ 168.86	\$ 146.35	\$ 202.81	\$ 167.07	\$ 232.30	\$ 185.84	\$ 240.02	\$ 179.98	\$ 210.00	\$ 179.98	\$ 210.00	\$ 196.56	\$ 171.54	\$ 200.03	\$ 160.82	\$ 131.34	\$ 112.57	\$ 214.43	\$ 171.54	\$ 79.52		
BASIC SERVICES																									
	1	Preliminary Design	2.0	24.5	2.0	17.0	18.0	1.0	18.0	0.0	37.5	65.0	21.5	3.0	19.0	2.0	1.0	24.0	0.0	0.0	0.0	2.0	0.0	0.0	Sum: (1, 2, 3, 4, & 5)
Total =		\$ 54,600.40	\$ 528.92	\$ 5,165.91	\$ 337.72	\$ 2,487.89	\$ 3,650.63	\$ 167.07	\$ 4,181.33	\$ -	\$ 9,000.59	\$ 11,698.44	\$ 4,514.91	\$ 539.93	\$ 3,989.92	\$ 393.12	\$ 171.54	\$ 4,800.60	\$ -	\$ -	\$ -	\$ 428.85	\$ -	\$ -	\$ 2,543.00
	2	Design Phase	0.0	51.0	51.0	146.5	69.0	178.5	86.0	149.0	226.0	562.0	200.0	326.5	60.0	1.0	21.0	36.0	0.0	157.0	264.0	80.0	0.0	19.0	Sum: (1, 2, 3, 4, & 5)
Total =		\$ 481,044.96	\$ -	\$ 10,753.53	\$ 8,611.94	\$ 21,439.79	\$ 13,994.07	\$ 29,822.83	\$ 19,977.49	\$ 27,689.72	\$ 54,243.56	\$ 101,146.55	\$ 41,999.18	\$ 58,762.19	\$ 12,599.75	\$ 196.56	\$ 3,602.38	\$ 7,200.90	\$ -	\$ 20,619.87	\$ 29,719.64	\$ 17,154.19	\$ -	\$ 1,510.82	\$ -
	3	Bidding & Construction Award Phase	0.0	19.0	0.0	11.0	0.0	3.0	0.0	3.0	2.0	21.0	0.0	3.0	3.0	0.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	4.0	Sum: (1, 2, 3, 4, & 5)
Total =		\$ 13,654.64	\$ -	\$ 4,006.22	\$ -	\$ 1,609.81	\$ -	\$ 501.22	\$ -	\$ 557.51	\$ 480.03	\$ 3,779.50	\$ -	\$ 539.93	\$ 629.99	\$ -	\$ 343.08	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 318.07	\$ 889.28
	4	Design Change Order No. 1	0.0	76.0	99.0	57.0	0.0	336.0	32.0	16.0	4.0	36.0	24.0	0.0	102.0	0.0	0.0	16.0	0.0	16.0	190.0	32.0	20.0	30.0	Sum: (1, 2, 3, 4, & 5)
Total =		\$ 180,895.53	\$ -	\$ 16,024.87	\$ 16,717.30	\$ 8,341.76	\$ -	\$ 56,137.09	\$ 7,433.48	\$ 2,973.39	\$ 960.06	\$ 6,479.14	\$ 5,039.90	\$ -	\$ 21,419.58	\$ -	\$ -	\$ 3,200.40	\$ -	\$ 2,101.39	\$ 21,389.13	\$ 6,861.68	\$ 3,430.84	\$ 2,385.50	\$ -
PART A SUBTOTAL		\$ 730,195.53																							
SPECIAL SERVICES																									
	1	Geotechnical Investigation	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	Sum: (1, 2, 3, 4, & 5)
Total =		\$ 6,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,000.00
	2	Topographical Survey	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	Sum: (1, 2, 3, 4, & 5)
Total =		\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00
PART B SUBTOTAL		\$ 11,000.00																							
PART A & PART B TOTAL		\$ 741,195.53																							

← With CO No. 1, resulting overall design fee. With proration, Federal = \$151,779.60; City = \$28,220.40.

(1) Mileage, Motel & Meals (3) Computer Services (5) Miscellaneous Items Note: Subconsultant Costs (as used) are identified as a Special Services Task.
(2) Equipment, Materials & Supplies (4) Vendor Services

EXHIBIT 2: DDC TERMINAL ESTIMATED PROGRAM COST

**ESTIMATED FUNDING BREAKDOWN
DODGE CITY REGIONAL AIRPORT
DODGE CITY, KANSAS
TERMINAL EXPANSION & REMODEL
AIP/ATP: 3-20-0017-039
Burns & McDonnell No. 153571
June 22, 2023**

ITEM NO.	SPECIFICATION ITEM NO.	DESCRIPTION OF WORK	ELIGIBILITY STATUS	UNITS	ESTIMATED QUANTITY	Engineer's Estimate		ATP ELIGIBLE TOTAL	ATP ELIGIBLE Federal (95%)	ATP ELIGIBLE City (5%)	CITY Ineligible Share
						UNIT COST	TOTAL COST	TOTAL COST	FEDERAL SHARE	LOCAL SHARE	TOTAL COST
DIV 01	--	GENERAL REQUIREMENTS	Eligible	LS	1.00	\$352,020.00	\$352,020.00	\$352,020.00	\$334,419.00	\$17,601.00	
DIV 02	--	EXISTING CONDITIONS	Proration	LS	1.00	\$247,520.00	\$247,520.00	\$219,698.75	\$208,713.81	\$10,984.94	\$27,821.25
DIV 03	--	CONCRETE	Proration	LS	1.00	\$225,160.00	\$225,160.00	\$199,852.02	\$189,859.42	\$9,992.60	\$25,307.98
DIV 04	--	MASONRY	Proration	LS	1.00	\$171,320.00	\$171,320.00	\$152,063.63	\$144,460.45	\$7,603.18	\$19,256.37
DIV 05	--	METALS	Proration	LS	1.00	\$571,990.00	\$571,990.00	\$507,698.32	\$482,313.41	\$25,384.92	\$64,291.68
DIV 06	--	WOOD AND PLASTICS	Proration	LS	1.00	\$23,900.00	\$23,900.00	\$21,213.64	\$20,152.96	\$1,060.68	\$2,686.36
DIV 07	--	THERMAL & MOISTURE PROTECTION	Proration	LS	1.00	\$240,420.00	\$240,420.00	\$213,396.79	\$202,726.95	\$10,669.84	\$27,023.21
DIV 08	--	DOORS AND WINDOWS	Proration	LS	1.00	\$334,010.00	\$334,010.00	\$296,467.28	\$281,643.91	\$14,823.36	\$37,542.72
DIV 09	--	FINISHES	Proration	LS	1.00	\$586,160.00	\$586,160.00	\$520,275.62	\$494,261.84	\$26,013.78	\$65,884.38
DIV 10	--	SPECIALTIES	Proration	LS	1.00	\$35,790.00	\$35,790.00	\$31,767.20	\$30,178.84	\$1,588.36	\$4,022.80
DIV 12	--	FURNISHINGS	Proration	LS	1.00	\$106,930.00	\$106,930.00	\$94,911.07	\$90,165.51	\$4,745.55	\$12,018.93
DIV 13	13 34 20	TEMPORARY MODULAR BUILDING	Proration	LS	1.00	\$97,900.00	\$97,900.00	\$86,896.04	\$82,551.24	\$4,344.80	\$11,003.96
DIV 14	--	CONVEYING SYSTEMS	Proration	LS	1.00	\$180,000.00	\$180,000.00	\$159,768.00	\$151,779.60	\$7,988.40	\$20,232.00
DIV 21	--	FIRE SUPPRESSION	Proration	LS	1.00	\$209,880.00	\$209,880.00	\$186,289.49	\$176,975.01	\$9,314.47	\$23,590.51
DIV 22	--	PLUMBING	Proration	LS	1.00	\$78,380.00	\$78,380.00	\$69,570.09	\$66,091.58	\$3,478.50	\$8,809.91
DIV 23	--	HEATING, VENTILATING, & AIR CONDITIONING	Proration	LS	1.00	\$388,330.00	\$388,330.00	\$344,681.71	\$327,447.62	\$17,234.09	\$43,648.29
DIV 26	--	ELECTRICAL	Proration	LS	1.00	\$724,000.00	\$724,000.00	\$642,622.40	\$610,491.28	\$32,131.12	\$81,377.60
DIV 27	--	COMMUNICATIONS	Proration	LS	1.00	\$169,870.00	\$169,870.00	\$150,776.61	\$143,237.78	\$7,538.83	\$19,093.39
DIV 28	--	ELECTRICAL SAFETY AND SECURITY	Proration	LS	1.00	\$169,870.00	\$169,870.00	\$150,776.61	\$143,237.78	\$7,538.83	\$19,093.39
DIV 31	31 20 00	EARTHWORK	Proration	LS	1.00	\$46,770.00	\$46,770.00	\$41,513.05	\$39,437.40	\$2,075.65	\$5,256.95
1	C-102-5.1	INSTALLATION MAINTENANCE AND REMOVAL OF SILT FENCE	Eligible	LF	350.00	\$5.00	\$1,750.00	\$1,750.00	\$1,662.50	\$87.50	
2	C-105-7.1	MOBILIZATION	Eligible	LS	1.00	\$100,000.00	\$120,000.00	\$120,000.00	\$114,000.00	\$6,000.00	
3	SP-1-2.1	TRAFFIC CONTROL	Eligible	LS	1.00	\$150,000.00	\$150,000.00	\$150,000.00	\$142,500.00	\$7,500.00	
4	P-101-5.1	CONCRETE PAVEMENT REMOVAL (+ 8")	Eligible	SY	343.00	\$30.00	\$10,290.00	\$10,290.00	\$9,775.50	\$514.50	
5	P-101-5.2	CONCRETE PAVEMENT SIDEWALK REMOVAL (4")	Eligible	SY	310.00	\$22.00	\$6,820.00	\$6,820.00	\$6,479.00	\$341.00	
6	P-101-5.3	REMOVAL OF SANITARY SEWER MANHOLE AND 8" VITRIFIED CLAY	Eligible	LS	1.00	\$10,000.00	\$10,000.00	\$10,000.00	\$9,500.00	\$500.00	
7	P-101-5.4	REMOVAL OF MISCELLANEOUS ITEMS	Eligible	LS	1.00	\$10,000.00	\$10,000.00	\$10,000.00	\$9,500.00	\$500.00	
8	P-101-5.5	PAVEMENT MARKING REMOVAL	Eligible	SF	2,645.00	\$2.50	\$6,612.50	\$6,612.50	\$6,281.88	\$330.63	
9	P-101-5.6	SAW-CUT	Eligible	LF	520.00	\$5.00	\$2,600.00	\$2,600.00	\$2,470.00	\$130.00	
10	P-152-4.1	UNCLASSIFIED EXCAVATION	Eligible	CY	105.00	\$20.00	\$2,100.00	\$2,100.00	\$1,995.00	\$105.00	
11	P-152-4.2	UNCLASSIFIED UNSUITABLE	Eligible	CY	40.00	\$50.00	\$2,000.00	\$2,000.00	\$1,900.00	\$100.00	
12	KDOT AB-3-6.1	AGGREGATE BASE COURSE 6" (AB-3)	Eligible	SY	500.00	\$70.00	\$35,000.00	\$35,000.00	\$33,250.00	\$1,750.00	
13	KDOT-AB-3-6.2	AGGREGATE BASE COURSE 4" (AB-3)	Eligible	SY	235.00	\$60.00	\$14,100.00	\$14,100.00	\$13,395.00	\$705.00	
14	KDOT-specs	CONCRETE PAVEMENT (8")	Eligible	SY	500.00	\$120.00	\$60,000.00	\$60,000.00	\$57,000.00	\$3,000.00	
15	KDOT-specs	CONCRETE PAVEMENT - (4") - SIDEWALK	Eligible	SY	270.00	\$50.00	\$13,500.00	\$13,500.00	\$12,825.00	\$675.00	
16	P-620-5.1	PAVEMENT MARKING REFLECTORIZED (WHITE)	Eligible	SF	1,200.00	\$3.00	\$3,600.00	\$3,600.00	\$3,420.00	\$180.00	
17	P-620-5.2	TAXIWAY MARKING REFLECTORIZED (YELLOW)	Eligible	SF	400.00	\$3.00	\$1,200.00	\$1,200.00	\$1,140.00	\$60.00	
18	P-620-5.3	TAXIWAY MARKING REFLECTORIZED (RED)	Eligible	SF	800.00	\$3.00	\$2,400.00	\$2,400.00	\$2,280.00	\$120.00	
19	P-620-5.4	TAXIWAY MARKING NON-REFLECTORIZED (BLACK)	Eligible	SF	1,000.00	\$1.50	\$1,500.00	\$1,500.00	\$1,425.00	\$75.00	
20	P-620-5.5	SURFACE PREPARATION	Eligible	SF	3,400.00	\$2.00	\$6,800.00	\$6,800.00	\$6,460.00	\$340.00	
21	D-701-5.1	8" PVC SCHEDULE 40	Eligible	LF	20.00	\$75.00	\$1,500.00	\$1,500.00	\$1,425.00	\$75.00	
22	D-701-5.2	4" SMOOTH-WALL NON-PERFORATED PVC	Eligible	LF	40.00	\$50.00	\$2,000.00	\$2,000.00	\$1,900.00	\$100.00	
23	T-904-5.1	SODDING	Eligible	SY	165.00	\$20.00	\$3,300.00	\$3,300.00	\$3,135.00	\$165.00	
24	F-162-5.1	CHAIN LINK FENCE - 8'	Eligible	LF	185.00	\$60.00	\$11,100.00	\$11,100.00	\$10,545.00	\$555.00	
25	F-162-5.2	PEDESTRIAN GATE	Eligible	EA	1.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,425.00	\$75.00	
26	DDC-400-4.2A	POLYVINYLCHLORIDE (PVC) PRESSURE PIPE - 6"	Eligible	LF	35.00	\$75.00	\$2,625.00	\$2,625.00	\$2,493.75	\$131.25	
27	DDC-400-4.2B	COPPER PRESSURE PIPE - 2.5"	Eligible	LF	10.00	\$150.00	\$1,500.00	\$1,500.00	\$1,425.00	\$75.00	
28	DDC-405-4.2	DISINFECTION	Eligible	LF	35.00	\$10.00	\$350.00	\$350.00	\$332.50	\$17.50	
29	DDC-406-4.2	SEWER TESTING, CLEANING AND ROOT CONTROL	Eligible	LF	35.00	\$15.00	\$525.00	\$525.00	\$498.75	\$26.25	
BASE BID TOTAL						\$5,444,892.50	\$5,444,892.50	\$4,926,930.82	\$4,680,584.28	\$246,346.54	\$517,961.68

ITEM NO.	SPECIFICATION ITEM NO.	DESCRIPTION OF WORK	ELIGIBILITY STATUS	UNITS	ESTIMATED QUANTITY	Engineer's Estimate		ATP ELIGIBLE TOTAL	ATP ELIGIBLE Federal (95%)	ATP ELIGIBLE City (5%)	CITY Ineligible Share
						UNIT COST	TOTAL COST	TOTAL COST	FEDERAL SHARE	LOCAL SHARE	TOTAL COST
Allowances											
AL-1	01 21 00	ASBESTOS AND/OR LEAD ABATEMENT	Proration	LS	1.00	\$75,000.00	\$75,000.00	\$66,570.00	\$63,241.50	\$3,328.50	\$8,430.00
AL-2	01 21 00	SYSTEMS INTEGRATOR FOR TSA EQUIPMENT RELOCATION	Proration	LS	1.00	\$100,000.00	\$100,000.00	\$88,760.00	\$84,322.00	\$4,438.00	\$11,240.00
AL-3	01 21 00	EXTERIOR SIGNAGE	Proration	LS	1.00	\$30,000.00	\$30,000.00	\$26,628.00	\$25,296.60	\$1,331.40	\$3,372.00
AL-4	01 21 00	LANDSCAPING AND IRRIGATION	Proration	LS	1.00	\$20,000.00	\$20,000.00	\$17,752.00	\$16,864.40	\$887.60	\$2,248.00
ALTERNATE TOTAL							\$225,000.00	\$199,710.00	\$189,724.50	\$9,985.50	\$25,290.00
Add Alternate No. 1: Second Floor Finishes											
AA-1.1	--	Add Alternate No. 1: Second Floor Finishes (Ineligible)	Ineligible	LS	1.00	\$43,450.00	\$43,450.00				\$43,450.00
ADD ALTERNATE NO. 1 TOTAL							\$43,450.00				\$43,450.00
Add Alternate No. 2: Relocate Airfield Electrical Vault Equipment											
AA-2.1	L-108-5.1	NO. 8 AWG, 5 KV, L-824, TYPE C CALBE, INSTALLED IN DUCT BANK OR CONDUIT	Eligible	LF	4,000.00	\$8.00	\$32,000.00	\$32,000.00	\$30,400.00	\$1,600.00	
AA-2.2	L-108-5.2	NO. 6 AWG, SOLID, BARE COUNTERPOISE WIRE, INSTALLED IN TRENCH, ABOVE THE DUCT BANK OR CONDUIT, INCLUDING CONNECTIONS/TERMINATIONS, GROUND RODS, AND GROUND CONNECTORS	Eligible	LF	150.00	\$55.00	\$8,250.00	\$8,250.00	\$7,837.50	\$412.50	
AA-2.3	L-108-5.3	2-#8 AWG AND 1-#8 GND, XHHW, INSTALLED IN TRENCH OR CONDUIT	Eligible	LF	500.00	\$8.00	\$4,000.00	\$4,000.00	\$3,800.00	\$200.00	
AA-2.4	L-110-5.1	NON-ENCASED ELECTRICAL CONDUIT, 2 — 2" PVC	Eligible	LF	125.00	\$4.00	\$500.00	\$500.00	\$475.00	\$25.00	
AA-2.5	L-110-5.2	NON-ENCASED ELECTRICAL CONDUIT, 2 — 4" PVC	Eligible	LF	125.00	\$5.00	\$625.00	\$625.00	\$593.75	\$31.25	
AA-2.6	L-110-5.3	DIRECT-BORE ELECTRICAL CONDUIT, 2 — 2" PVC	Eligible	LF	375.00	\$30.00	\$11,250.00	\$11,250.00	\$10,687.50	\$562.50	
AA-2.7	L-110-5.4	DIRECT-BORE ELECTRICAL CONDUIT, 2 — 4" PVC	Eligible	LF	375.00	\$30.00	\$11,250.00	\$11,250.00	\$10,687.50	\$562.50	
AA-2.8	L-125-5.1	RELOCATE EXISTING CONSTANT CURRENT REGULATOR	Eligible	EA	5.00	\$1,200.00	\$6,000.00	\$6,000.00	\$5,700.00	\$300.00	
AA-2.9	L-125-5.2	PILOT CONTROLS WITH ANTENNAE	Eligible	EA	1.00	\$6,000.00	\$6,000.00	\$6,000.00	\$5,700.00	\$300.00	
AA-2.10	L-125-5.3	208/120V 225A PANELBOARD	Eligible	EA	1.00	\$4,100.00	\$4,100.00	\$4,100.00	\$3,895.00	\$205.00	
AA-2.11	L-125-5.4	ELECTRICAL DISTRIBUTION IN VAULT BUILDING	Eligible	EA	1.00	\$5,000.00	\$5,000.00	\$5,000.00	\$4,750.00	\$250.00	
AA-2.12	L-125-5.5	24"X36" PRECAST HANDHOLE	Eligible	EA	2.00	\$7,500.00	\$15,000.00	\$15,000.00	\$14,250.00	\$750.00	
AA-2.13	L-125-5.6	RELOCATE EXISTING BUCK-BOOST TRANSFORMER	Eligible	EA	1.00	\$10,000.00	\$10,000.00	\$10,000.00	\$9,500.00	\$500.00	
ADD ALTERNATE NO. 2 TOTAL							\$113,975.00	\$113,975.00	\$108,276.25	\$5,698.75	
Other Program Costs											
--	--	Terminal Remodel Design (2019 Authorization No. 3)	Ineligible	LS	1.00	\$160,950.00	\$160,950.00				\$160,950.00
--	--	Terminal Remodel Design - Amendment No. 1 (2019 Authorization No. 3)	Ineligible	LS	1.00	\$142,720.00	\$142,720.00				\$142,720.00
--	--	Section 106 Evaluation (Authorization No. 2)	Ineligible	LS	1.00	\$35,949.58	\$35,949.58				\$35,949.58
--	--	Terminal Project Formulation (Authorization No. 3)	Ineligible	LS	1.00	\$178,238.18	\$178,238.18				\$178,238.18
--	--	Independent Fee Analysis of Design	Eligible	LS	1.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,275.00	\$225.00	
--	--	Engineering and Design (Authorization No. 4)	Proration	LS	1.00	\$560,300.00	\$560,300.00	\$497,322.28	\$472,456.17	\$24,866.11	\$62,977.72
--	--	Engineering and Design CO #1 (Authorization No. 4)	Proration	LS	1.00	\$180,895.53	\$180,895.53	\$160,562.87	\$152,534.73	\$8,028.14	\$20,332.66
--	--	Independent Fee Analysis of Design CO #1	Eligible	LS	1.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,275.00	\$225.00	
--	--	Terminal CATEX (Authorization No. 5)	Eligible	LS	1.00	\$49,275.89	\$49,275.89	\$49,275.89	\$46,812.10	\$2,463.79	
--	--	Hazardous Material Assessment (Authorization No. 7)	Proration	LS	1.00	\$14,200.00	\$14,200.00	\$12,603.92	\$11,973.72	\$630.20	\$1,596.08
--	--	Construction Phase Services (Estimated)	Proration	LS	1.00	\$1,200,000.00	\$1,200,000.00	\$1,065,120.00	\$1,011,864.00	\$53,256.00	\$134,880.00
Program Total							\$8,358,846.68	\$7,034,500.78	\$6,682,775.74	\$351,725.04	\$1,324,345.90
Estimated Remaining ATP Funding									\$ 617,224.26		

	Eligible for Proration (agreed upon percentage - 88.76% Federal, 11.24% City)
	Fully eligible for 95% ATP/Federal participation
	Ineligible

Federal Share	\$6,682,775.74
City Share	\$1,676,070.94
	\$8,358,846.68

**AMENDMENT TO AUTHORIZATION NO. 4
FOR PROFESSIONAL ENGINEERING AND ARCHITECTURAL SERVICES
FOR
TERMINAL EXPANSION & REMODEL
AT DODGE CITY REGIONAL AIRPORT**

Amendment No. 1

Date: July 24, 2023

THIS AMENDMENT modifies Authorization No. 4 (the "Agreement") dated November 22, 2022, made by and between **Burns & McDonnell Engineering Company, Inc.** (hereinafter called CONSULTANT), and **THE CITY OF DODGE CITY, KANSAS** (hereinafter called SPONSOR) for the following Project: "Terminal Expansion & Remodel Design at the Dodge City Regional Airport." For good and valuable consideration, the sufficiency of which is acknowledged, the parties agree to make the following changes to their Agreement.

1. The parties agree that the CONSULTANT's Scope of Services is amended to include additional scope to perform engineering and architectural services for the aforementioned project. The added Scope of Services is defined as follows:

A. Structural:

- a. Due to Terracon's subsurface investigation, the design recommendation for the canopies required deep foundations. The assumption made by the design team when scoping the project, and based on the previous remodel design, was a shallow foundation system for the building. While this remains true for the new south addition, the canopies required additional engineering design, calculations, and detailing.

B. Architecture:

- a. After the 60% design, the TSA requested that we show the AIT1 equipment in the screening checkpoint area instead of the equipment used under the previous remodel design. As a result of the larger size of this equipment, walls needed to be adjusted for the equipment to fit. This required additional detailing time and general coordination with the TSA to verify that the changes would be acceptable.

C. Electrical/Communications:

- a. Design New Security Camera System - The previous remodel scope relocated a few cameras and did not capture the full design of the security camera system. An entirely new camera system is being designed for the front and back of house and exterior, resulting in additional design and detailing.
- b. Design New Access Control System - The previous remodel scope maintained the current lock and key system of door access throughout the terminal, except for one card reader. The change to provide an access control system with new head-end equipment resulted in additional engineering and detailing to provide the necessary components, hardware, and programming capability for the access control system in the design documents.
- c. Design New PA System - The inclusion of a PA system resulted in additional engineering and detailing to provide the necessary components and hardware in the design documents.
- d. Telecommunications - Provide additional rack plans and details, relocation of head-end equipment, and add active equipment (wireless access points and local area network equipment). All equipment will be specified to be provided for by the selected Contractor.
- e. Electrical Service Replacement - The previous remodel scope maintained the existing electrical service entrance. An electrical room was added to the floor plan, and this scope provides for replacing the current main distribution board and relocating a new one to the

newly incorporated electrical room. This resulted in additional design, utility and site coordination, and detailing.

- f. Lighting Fixture Changes and Updates - The Terminal Expansion & Remodel fee build-up assumed the same light fixtures could be specified for the updated design. However, the previously specified fixtures were no longer available; therefore, additional design and detailing were required to properly identify the new fixtures.
- g. Lighting Controls - A relay panel-based timeclock system was originally designed. The original design was modified to include a power-switching breaker system. This required changes to the details, plans, specifications, and circuiting.
- h. eGSE Charging for SkyWest - SkyWest requested that an eGSE charger be provided for and installed under the project. This resulted in additional engineering, detailing, and drawing modifications.
- i. Power and Communications Design (TSA Equipment) - As described in the Architecture section, the TSA requested that the project design be compatible with the AIT1 equipment. This resulted in changes to the power and data requirements in the TSA screening area, which required additional engineering and detailing.
- j. Power Design (Mechanical Systems) - The mechanical systems were altered from the original remodel design, and power was updated accordingly for these systems, resulting in additional design and detailing.

D. Fire Protection:

- a. The fire protection scope and drawings were not provided for in the original agreement; therefore, hours and fees were not included for those items. Additional information is below regarding the scope of this work.
 - i. Design of Fire Sprinkler System
 - ii. Design of Fire Alarm System
 - iii. Provide Fire Protection Drawings and Details
 - iv. Review of Architectural Life Safety

E. Civil:

- a. Add Airfield Marking Plans and Details - These sheets were required to accommodate phasing and the relocation of the aircraft parking position during construction.
- b. Grading and Utility Drawings - The grading and utility drawings were provided on the same sheet in the original remodel design due to the simplicity of the previous design. This scope splits the drawings to provide clarity on the scope and details of each component and builds on the previous design.
- c. Fire Marshal Coordination - With the modifications to the building's utility entrance and fire protection system, coordination was undertaken with the City to verify that the number and location of existing hydrants remained sufficient for the upgraded facility. This resulted in minor utility demolition plan changes and communication with the Fire Marshal and the City of Dodge City.

F. General:

- a. Specifications - Specifications and related material, submittal, execution, etc., requirements were previously placed on the drawings. As a result of the complexity of the project, specifications on drawings would no longer suffice, and 154 individual specification sections were edited for the project. This resulted in additional engineering, project administration time, and expenses.
- b. Temporary Facilities (Phasing/Civil/Electrical) - As the phasing plans evolved, a temporary facilities plan became required to accompany the phasing plans to sufficiently convey the temporary operational requirements while the terminal will be closed for

construction. This resulted in additional engineering, coordination with the City, coordination with potential temporary facility vendors, and detailing.

- c. Eligible vs. Ineligible Cost Estimate - The development of not all spaces being eligible as outlined by the FAA has required additional effort not accounted for in the original task to provide cost estimates.
- d. Develop Bid Alternates - Incorporate two bid alternates into the drawings and details and coordinate revisions with the Project Manual to set up the bid form accordingly.
 - i. Bid Alternate No. 1 = Second Floor Finishes
 - ii. Bid Alternate No. 2 = Airfield Electrical Equipment Relocation
- e. Provide Information for NEPA Process Completion - Provide updated design and project scope information to Burns & McDonnell's ENS team to complete the NEPA process.

2. The following adjustments are made to the CONSULTANT's compensation:

- A. CONSULTANT will perform the additional Scope of Services for items identified in 1 above, for an additional Lump Sum Amount of One Hundred Eighty Thousand Eight Hundred Ninety-Five Dollars and Fifty-Three Cents (\$180,895.53).

3. The terms of this AMENDMENT supersede any contrary terms of the Agreement. This AMENDMENT will be deemed a part of, and be subject to, all other terms and conditions of the Agreement. Except as modified above, the Agreement will remain in full force and effect.

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

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION, WHICH MAY BE ENFORCED BY THE PARTIES.

SPONSOR: City of Dodge City, Kansas

CONSULTANT: Burns & McDonnell Engineering Company, Inc.

By: _____

By: _____

Name: Michael Burns

Name: Douglas Lenz

Title: Mayor

Title: Aviation Projects Director

SUMMARY EXHIBIT 1

DERIVATION OF CONSULTANT PROJECT COSTS
 SUMMARY OF COSTS
 Terminal Expansion and Remodel Design
 Design & Bidding Services
 Dodge City, KS
 BASIC & SPECIAL SERVICES
 July 24, 2023

1 DIRECT SALARY COSTS

TITLE	HOURS	RATE/HR	COST (\$)		
			Office	Field	Contract
Principal	2.00	\$ 74.00	\$ 148.00	\$ -	\$ -
Project Manager	170.50	\$ 59.00	\$ 10,059.50	\$ -	\$ -
Sr. Civil Engineer	152.00	\$ 47.25	\$ 7,182.00	\$ -	\$ -
Staff Civil Engineer	231.50	\$ 40.95	\$ 9,479.93	\$ -	\$ -
Sr. Electrical Engineer	87.00	\$ 56.75	\$ 4,937.25	\$ -	\$ -
Staff Electrical Engineer	518.50	\$ 46.75	\$ 24,239.88	\$ -	\$ -
Sr. Structural Engineer	136.00	\$ 65.00	\$ 8,840.00	\$ -	\$ -
Staff Structural Engineer	168.00	\$ 52.00	\$ 8,736.00	\$ -	\$ -
Senior Architect	269.50	\$ 67.16	\$ 18,099.62	\$ -	\$ -
Staff Architect	684.00	\$ 50.36	\$ 34,446.24	\$ -	\$ -
Sr. Mechanical Engineer	245.50	\$ 58.76	\$ 14,425.58	\$ -	\$ -
Staff Mechanical Engineer	332.50	\$ 50.36	\$ 16,744.70	\$ -	\$ -
Sr. Fire Protection Engineer	184.00	\$ 58.76	\$ 10,811.84	\$ -	\$ -
Sr. Environmental Specialist	3.00	\$ 55.00	\$ 165.00	\$ -	\$ -
Staff Environmental Specialist	24.00	\$ 48.00	\$ 1,152.00	\$ -	\$ -
Sr. Estimator	76.00	\$ 55.97	\$ 4,253.72	\$ -	\$ -
Staff Estimator	0.00	\$ 45.00	\$ -	\$ -	\$ -
Sr. Technician	173.00	\$ 36.75	\$ 6,357.75	\$ -	\$ -
Staff Technician	454.00	\$ 31.50	\$ 14,301.00	\$ -	\$ -
Quality Control Reviewer	114.00	\$ 60.00	\$ 6,840.00	\$ -	\$ -
Geotechnical Engineer	20.00	\$ 48.00	\$ 960.00	\$ -	\$ -
Clerical	53.00	\$ 22.25	\$ 1,179.25	\$ -	\$ -
Total Hours	4,098.00				
Total Direct Salary Costs			\$ 203,359.25	\$ -	\$ -

2 LABOR & GENERAL ADMINISTRATIVE OVERHEAD

a. Percentage of Direct Salary Cost: (Office Rate)	224.89%	\$ 457,334.62			
b. Percentage of Direct Salary Cost: (Field Rate)	188.24%		\$ -		
c. Percentage of Direct Salary Cost: (Contract Employee Rate)	0.00%			\$ -	
d. FCCM Rate (Optional)	0.00%	\$ -	\$ -	\$ -	

3 SUBTOTAL

Summary of Items No. 1 and No. 2 (a,b,c): \$ 660,693.87 \$ - \$ -

4 PROFIT/FIXED FEE:

Percentage: 10.00% \$ 66,069.39 \$ - \$ -

5 SUBTOTAL

Summary of Items No. 1, No. 2 & No. 4: (Lump Sum Fee) \$ 726,763.25 \$ - \$ -

SUMMARY EXHIBIT 1

DERIVATION OF CONSULTANT PROJECT COSTS
 SUMMARY OF COSTS
 Terminal Expansion and Remodel Design
 Design & Bidding Services
 Dodge City, KS
 BASIC & SPECIAL SERVICES
 July 24, 2023

6 OUT OF POCKET EXPENSES

OFFICE	No. of Units	Units	Cost/Unit				
Travel: Mileage	1,956.00	Miles	\$ 0.625	\$	1,222.50		
Food: Per Diem	20.00	Per Day	\$ 59.00	\$	1,180.00		
Lodging: Per Diem (incl. taxes)	10.00	Per Day	\$ 98.00	\$	980.00		
Printing, Shipping & Misc.				\$	49.78		
Subtotal				\$	3,432.28	\$	-
Summary of Out of Pocket Expenses: (Not to Exceed)				\$	3,432.28	\$	-

7 SUBCONSULTANTS

Geotechnical	\$	-	\$	-	\$	6,000.00
Survey	\$	-	\$	-	\$	5,000.00
Consultant-9	\$	-	\$	-	\$	-
Subtotal (Not to Exceed)	\$	-	\$	-	\$	11,000.00

8 MAXIMUM TOTAL FEE

Subtotal	\$	730,195.53	\$	-	\$	11,000.00
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TOTAL (Not to Exceed)	\$	741,195.53
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SUMMARY EXHIBIT 1

New final total for design services
 under Authorization No. 4



DERIVATION OF CONSULTANT PROJECT COSTS
SUMMARY OF COSTS
Terminal Expansion and Remodel Design
Design & Bidding Services
Dodge City, KS
BASIC & SPECIAL SERVICES
July 24, 2023

		Principal	Project Manager	Sr. Civil Engineer	Staff Civil Engineer	Sr. Electrical Engineer	Staff Electrical Engineer	Sr. Structural Engineer	Staff Structural Engineer	Senior Architect	Staff Architect	Sr. Mechanical Engineer	Staff Mechanical Engineer	Sr. Fire Protection Engineer	Sr. Environmental Specialist	Staff Environmental Specialist	Sr. Estimator	Staff Estimator	Sr. Technician	Staff Technician	Quality Control Reviewer	Geotechnical Engineer	Clerical	Other Costs	
Gross Hourly Rates		\$ 264.46	\$ 210.85	\$ 168.86	\$ 146.35	\$ 202.81	\$ 167.07	\$ 232.30	\$ 185.84	\$ 240.02	\$ 179.98	\$ 210.00	\$ 179.98	\$ 210.00	\$ 196.56	\$ 171.54	\$ 200.03	\$ 160.82	\$ 131.34	\$ 112.57	\$ 214.43	\$ 171.54	\$ 79.52		
BASIC SERVICES																									
	1	Preliminary Design	2.0	24.5	2.0	17.0	18.0	1.0	18.0	0.0	37.5	65.0	21.5	3.0	19.0	2.0	1.0	24.0	0.0	0.0	0.0	2.0	0.0	0.0	Sum: (1, 2, 3, 4, & 5)
Total =		\$ 54,600.40	\$ 528.92	\$ 5,165.91	\$ 337.72	\$ 2,487.89	\$ 3,650.63	\$ 167.07	\$ 4,181.33	\$ -	\$ 9,000.59	\$ 11,698.44	\$ 4,514.91	\$ 539.93	\$ 3,989.92	\$ 393.12	\$ 171.54	\$ 4,800.60	\$ -	\$ -	\$ -	\$ 428.85	\$ -	\$ -	\$ 2,543.00
	2	Design Phase	0.0	51.0	51.0	146.5	69.0	178.5	86.0	149.0	226.0	562.0	200.0	326.5	60.0	1.0	21.0	36.0	0.0	157.0	264.0	80.0	0.0	19.0	Sum: (1, 2, 3, 4, & 5)
Total =		\$ 481,044.96	\$ -	\$ 10,753.53	\$ 8,611.94	\$ 21,439.79	\$ 13,994.07	\$ 29,822.83	\$ 19,977.49	\$ 27,689.72	\$ 54,243.56	\$ 101,146.55	\$ 41,999.18	\$ 58,762.19	\$ 12,599.75	\$ 196.56	\$ 3,602.38	\$ 7,200.90	\$ -	\$ 20,619.87	\$ 29,719.64	\$ 17,154.19	\$ -	\$ 1,510.82	\$ -
	3	Bidding & Construction Award Phase	0.0	19.0	0.0	11.0	0.0	3.0	0.0	3.0	2.0	21.0	0.0	3.0	3.0	0.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	4.0	Sum: (1, 2, 3, 4, & 5)
Total =		\$ 13,654.64	\$ -	\$ 4,006.22	\$ -	\$ 1,609.81	\$ -	\$ 501.22	\$ -	\$ 557.51	\$ 480.03	\$ 3,779.50	\$ -	\$ 539.93	\$ 629.99	\$ -	\$ 343.08	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 318.07	\$ 889.28
	4	Amendment No. 1	0.0	76.0	99.0	57.0	0.0	336.0	32.0	16.0	4.0	36.0	24.0	0.0	102.0	0.0	0.0	16.0	0.0	16.0	190.0	32.0	20.0	30.0	Sum: (1, 2, 3, 4, & 5)
Total =		\$ 180,895.53	\$ -	\$ 16,024.87	\$ 16,717.30	\$ 8,341.76	\$ -	\$ 56,137.09	\$ 7,433.48	\$ 2,973.39	\$ 960.06	\$ 6,479.14	\$ 5,039.90	\$ -	\$ 21,419.58	\$ -	\$ -	\$ 3,200.40	\$ -	\$ 2,101.39	\$ 21,389.13	\$ 6,861.68	\$ 3,430.84	\$ 2,385.50	\$ -
PART A SUBTOTAL		\$ 730,195.53																							
SPECIAL SERVICES																									
	1	Geotechnical Investigation	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	Sum: (1, 2, 3, 4, & 5)
Total =		\$ 6,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,000.00
	2	Topographical Survey	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	Sum: (1, 2, 3, 4, & 5)
Total =		\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00
PART B SUBTOTAL		\$ 11,000.00																							
PART A & PART B TOTAL		\$ 741,195.53 ← New final total for design services under Authorization No. 4																							

(1) Mileage, Motel & Meals (3) Computer Services (5) Miscellaneous Items Note: Subconsultant Costs (as used) are identified as a Special Services Task.
(2) Equipment, Materials & Supplies (4) Vendor Services



Memorandum

To: Nick Hernandez, City Manager and City Commissioners

From: Corey Keller, Public Works Director

Date: August 2, 2023

Subject: Approval Construction Phase Services Authorization No. 8 for Terminal Expansion and Remodel

Agenda Item: New Business

Purpose: Authorization No. 8 is a service agreement with Burns and McDonnell to provide part time construction phase services for the construction of the Airport Terminal Expansion and Remodel.

Recommendation: Approve Authorization No. 8 for construction phase services for the terminal expansion and remodel with Burns and McDonnell in the amount not to exceed \$890,255.07

Background: The construction phase services will include many of the inspections necessary to complete the construction phase of terminal project. These services included a long list of services necessary to keep the project in compliance with FAA, State, and Local standards. During the review of the scope of work staff determined that a part time service agreement would be sufficient for this project. City staff within Development Services will also perform inspections on the project. For the duration of the project there is quite a of inspections and paperwork that must be completed for FAA auditing purposes. Burns and McDonnell will ensure all that work is completed on the City's behalf.

An IFE is currently being conducted by Benesh of Manhattan KS. IF the IFE determines that the cost is out of line with todays standards the cost could be renegotiated. The cost is also based on an estimated amount of time to be billed for the services if the billable hours are lower than the estimate the city will only be billed for the time spent on the project.

City Commission Options:

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

Financial Considerations:

Amount \$: 890,255.07

FAA Portion	\$760,812.12
City Portion	\$129,442.95

Fund: Airport Terminal Fund 46031100-442002

Budgeted Expense Grant Bonds Other

Legal Considerations: The City will be entering into a contract with Burns & McDonnell and will be bound by the provisions of this contract. Legal counsel is reviewing the contract.

Mission/Values: Approving this scope of services aligns with the City's Core Values of Working Towards Excellence and Ongoing Improvement.

Attachments: Authorization No. 8

Approved for the Agenda by:



Corey Keller, Public Works Director

**AUTHORIZATION NO. 8
FOR PROFESSIONAL ENGINEERING SERVICES
FOR
CONSTRUCTION PHASE SERVICES FOR THE
TERMINAL EXPANSION & REMODEL
AT DODGE CITY REGIONAL AIRPORT
AIP/BIL-ATP PROJECT NO. 3-20-0017-039**

In accordance with SECTION 1 – AUTHORIZATION OF SERVICES of the Agreement for Professional Engineering Services (the “AGREEMENT”) dated November 18, 2021, by and between THE CITY OF DODGE CITY (SPONSOR) and BURNS & McDONNELL ENGINEERING COMPANY, INC. (CONSULTANT), the following Airport Improvement Project (“AIP”) authorization is hereby given and mutually agreed upon:

A. PROJECT NAME AND DESCRIPTION OF IMPROVEMENTS:

1. **Project Name:** Terminal Expansion & Remodel – Construction Phase Services
2. **Description of Improvements:** Provide part-time construction phase services for the construction of a Terminal Expansion & Remodel at the Dodge City Regional Airport (DDC).

B. DESCRIPTION OF SERVICES TO BE PERFORMED:

Consultant has developed the following Scope of Services to perform engineering services for the aforementioned project, defined as follows:

1. Construction Phase Services Assumptions:

The following assumptions have been established for construction phase services:

- a. The total construction duration of the project is 365 calendar days as identified in the Contract Documents.
- b. The anticipated construction Notice to Proceed is Fall 2023.
- c. The material testing and special inspections contract is based on the aforementioned contract time. Over-excavation, controlled earth fill, subgrade, base rock, and concrete testing and observation services are based on time spent on-site as well as a unit price per test. Increases to the contract time and/or scope may result in increases to the material testing and special inspections costs. The quantity of testing is based on all first-time Quality Assurance testing and Special Inspections as required in the Project Specifications.
- d. In the event of an increase in project duration, SPONSOR shall enforce liquidated damages as specified in the Project Manual to cover additional CONSULTANT costs associated with said increase.

2. Construction Administration Services – Office Staff:

- a. Develop a Construction Management Program, (CMP). This document will outline the general responsibilities of the Sponsor, the Federal Aviation Administration (FAA), CONSULTANT, and Construction Contractor. The document will be developed in accordance with FAA’s Section 1030 – Construction Observation Program. As a minimum, the CMP will include the following items:
 1. Name of the person representing the Sponsor who has overall responsibility of contract administration for the project and the authority to take necessary actions to comply with the contract.
 2. Names of testing laboratories and a certificate of accreditation, indicating proficiency in specific test standards.
 3. Names of other engineering firms with quality assurance responsibilities for the project, including a description of the services to be provided by each firm.
 4. Listing of qualifications for the CONSULTANT’S management team, including Project Manager (PM), Resident Project Representative (RPR), laboratory personnel, and testing personnel.
 5. Listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
 6. Procedures for confirming that:
 - (a) Tests are taken in accordance with the approved construction observation program.
 - (b) Tests are documented properly.
 - (c) Corrective actions/retesting are taken for failed tests.
 - (d) Mix designs meet project specifications, and CONSULTANT’S approval is properly documented.
 - (e) Quality and quantity of materials meet project requirements.
- b. Attend and chair one (1) preconstruction meeting with the Contractor, Sponsor, and the FAA to determine detailed project requirements, budget, schedule, phasing and other pertinent matters. This meeting will be attended by the Consultant’s Project Manager and Construction Services Team (RPR and each engineering discipline). Only the PM, RPR, Civil Engineer, and Architect will attend in person. The Electrical, Structural, Mechanical, and Fire Protection Engineers will attend virtually. The preconstruction conference will comply with FAA Central Region, AIP Sponsor Guide, Section 1040. Meeting minutes will be prepared by the Consultant and distributed to the contact for each attending company.
- c. Provide coordination with the Sponsor to issue a Notice to Proceed to comply with the FAA Central Region, AIP Sponsor Guide, Section 1050. A copy of the Notice to Proceed and Contractor’s final schedule will be shared with the FAA.

- d. Perform shop drawing reviews, material certifications, and “Buy American” verifications as received from the Contractor. The Consultant estimates 30 original shop drawings will be reviewed based on the requirements of the project specifications. It is assumed 25% of the initial submittals will need to be resubmitted by the Contractor and re-reviewed by the Consultant. It is assumed 4-hours per review (including administrative processing). As a result, 30 shop drawings are estimated for a total of 150 hours.
- e. Perform submittal reviews received from the Contractor. The Consultant estimates up to 640 submittal items across the 154 submittal sections based on the preliminary submittal log. It is assumed that 25% of the initial submittals will need to be resubmitted by the Contractor and re-reviewed by the Consultant. It is assumed 0.25-hour per submittal item review (including administrative processing). As a result, 800 submittals are estimated for a total of 200 hours.
- f. Prepare and provide four hard copies of the Construction Plans and Project Manual for use by the Contractor during construction.
- g. Respond to field issues throughout the duration of the project. (365 calendar days – approximately 52 weeks). It is assumed this effort will require 5 hours per week for 52 weeks equating to 260 hours.
- h. Attend weekly construction meetings by conference call throughout the project. This effort is assumed to require 1 hour per week for the PM for a project duration of 52 weeks. It is assumed that each of the six disciplines will attend 25% of the meetings lasting 1 hour. As a result, the estimated total number of hours for this task is 130 hours.
- i. Coordinate and review monthly pay requests. Assume each pay request is reviewed by the PM, for a total of 1 hour of review time each month for 12 months. As a result, the estimated total number of hours for this task is 12 hours.
- j. Coordinate and review weekly progress reports (field diaries, weather reports, DBE reports, labor reports, and equipment reports) as received from the Contractor and the RPR. Assume 1 hour per weekly transmittal of said items for 52 weeks, totaling 52 hours.
- k. Coordinate and prepare change orders and supplement agreements for the duration of the project. This effort assumes 5 of these efforts at 10 hours per effort for a total of 50 hours. These documents will comply with FAA Central Region, AIP Sponsor Guide, Section 1080.
- l. Coordinate and review weekly test reports as received from the Contractor and the Engineer’s Quality Assurance laboratory. This effort assumes 1 hour per week over 52 weeks, totaling 52 hours for the PM.

- m. Project Management: Consultant will provide project management and administration for all phases of construction services throughout the duration of the project. This effort is assumed to require 4 hours per week for a project duration of 52 weeks for a not to exceed total of 208 hours.
- n. Procure and prepare construction services contracts for material testing laboratory.

3. Construction Phase Services – Resident Project Representative (365 calendar days):

- a. Provide a Resident Project Representative, (RPR) on site for 104 working days for 8 hours per day on site and 52 days of travel for 10 hours per trip (two 5-hour trips) for a not to exceed duration of 1352 hours. The RPR will be responsible for the following reporting:
 - 1) Weekly Reports on FAA Form 5370-1: Tests reports, including types of tests taken, applicable standards, location of tests, tests results (highlighting those tests which fail specification requirements), provisions for failed tests, and specification requirements shall be recorded and filed in a timely and orderly manner and shall be made available for review by the Sponsor and the FAA. A photo log showing the progress of the project will also be included. The weekly Reports will be submitted on a weekly basis to the Sponsor and the FAA.
 - 2) Final Report: At the conclusion of the project, the Consultant shall submit a final test and quality control report documenting the results of all tests performed. Those tests that failed or did not meet the applicable test standard shall be highlighted and corrective action/retesting noted. The reports shall include the pay reductions applied and justification for accepting any out-of-tolerance materials.
 - 3) Wage Rate Interviews and DBE Compliance Reports: These reports will be conducted on a random basis as work progresses while the RPR is on-site throughout the duration of the project.
- b. Perform periodic site visits from the design team members for the following activities. Each trip will consist of 5 hours of travel time to the site, 8 hours on-site, and 5 hours of travel time back to the home office area, with mileage and lodging and food per diem included, unless otherwise noted.
 - 1) Trip No. 1: PM will join the RPR on-site to observe the initial placement of traffic control devices, erosion control devices, site demolition, and excavation for the building foundation.
 - 2) Trip No. 2: Made by the Structural Engineer to inspect the pre-placement conditions of footings and to inspect the underlying layers. Observe the placement of concrete for the footings.

- 3) Trip No. 3: Made by the Structural Engineer to inspect the pre-placement conditions of grade beams, tie beams, pedestals, rebar, and cast-in anchorage. Observe the placement of concrete for the grade beams, tie beams, and pedestals.
- 4) Trip No. 4: Made by the Structural Engineer to observe concrete placement of slabs on grade to ensure proper jointing and finishing.
- 5) Trip No. 5: Made by the Electrical Engineer to observe the installation of duct bank route to the building.
- 6) Trip No. 6: Made by the Structural Engineer and the PM to observe the erection of the metal building frame.
- 7) Trip No. 7: Made by the Architect to observe the installation of insulation material and metal skin panels.
- 8) Trip No. 8: General site visit and project check-in to be made by the PM. This trip will be out and back in a day; 5 hours of travel each way and 5 hours on the project site, totaling 14 hours.
- 9) Trip No. 9: Made by the Mechanical Engineer to observe the installation of water service within the building, gas service within the building, and other mechanical items.
- 10) Trip No. 10: Made by the Electrical Engineer to observe miscellaneous equipment placement throughout the building.
- 11) Trip No. 11: Made by the Fire Protection Engineer to observe the installation of fire alarm components.
- 12) Trip No. 12: Made by the Civil Engineer to observe subgrade preparation and base rock placement.
- 13) Trip No. 13: Made by the Civil Engineer to observe the initial placement of concrete.

14) Trip No. 14: Final Walkthrough. Conduct a final project walkthrough with the PM, RPR, all engineering disciplines, the Contractor, and the Owner. It is assumed that this will be a day trip to the airport and back, for a total of 14 hours per person attending the visit. The Consultant will prepare the final project punch list. An additional 2 hours each for the PM and RPR will be utilized for pre-trip preparation and post-trip documentation, resulting in a total of 116 hours.

c. Perform site visits during each phase transition as outlined below for the design team members listed. Each trip will total 5 days, as outlined below, with 5 hours of travel hours of travel time to the site, 8 hours on-site, and 5 hours of travel time back to the home office area, with mileage and lodging and food per diem included, unless otherwise noted.

1) Trip Schedule:

- a. Day 1: 5 hours of travel to Dodge City.
- b. Day 2: 8 hours at project site.
- c. Day 3: 8 hours at project site.
- d. Day 4 8 hours at project site.
- e. Day 5: 5 hours of travel to office location.

2) Phase Transition Trip 1 – Initialize Phase 1: Made by the RPR, Project Manager, and Civil Engineer to assist with the coordination and review of the installed traffic control and establishment of work areas according to the phasing plans and CSPP.

3) Phase Transition Trip 2 – Phase 1 to Phase 2: Made by the RPR and Civil Engineer to assist with the coordination of and review of the installed traffic control and establishment of the work areas according to the phasing plan and CSPP.

4) Phase Transition Trip 3 – Phase 2 to Phase 3: Made by the RPR, Project Manager, and Electrical Engineer to confirm the setup power and data to the temporary trailers and modular building will be compatible with SkyWest, TSA, and other tenant requirements.

5) Phase Transition Trip 4 – Phase 3 Completion: Made by the RPR, Project Manager, and Electrical Engineering to confirm the new terminal building power and data requirements are ready for SkyWest, TSA, and other tenants to move back into the facility.

4. **Construction Closeout:** This includes activities for providing a final project walk through, project closeout documentation and creating a record set of conforming to construction records drawings. The specific elements of work include:

- a. Engineering Record Drawings: The Consultant will prepare the Conforming to Construction Record drawings of the total project. These drawings will be developed from documentation created by the Contractor and Consultant throughout the duration of the project. An electronic (pdf) set of drawings will be provided to the Sponsor and the FAA for their records.

- b. **Final Construction Report:** The Consultant will prepare and submit to the Sponsor and the FAA a final construction report in accordance with the FAA Central Region, Airport Sponsor Guide, Section 1610, Development Project Closeout. These documents will be provided to the FAA within 90 calendar days after project final acceptance.

5. **Material Testing:** The Consultant will provide through the services of a certified and accredited material testing laboratory for all Quality Assurance testing in accordance with the Contract Documents.

6. **Special Inspections:** The Consultant will provide through the services of a certified and accredited laboratory for all Special Inspections in accordance with the Contract Documents.

7. **Construction Progress Documentation (Aerial Photos):** The Consultant will provide, through the services of a subconsultant, aerial photographs taken via drone to document construction progress. Aerial photographs will be taken once per month for a total of 12 months and provided to the Consultant for use in FAA Weekly Construction Progress reports and other reporting. The Consultant will verify that the subconsultant provides a Part 107-certified UAS pilot (Remote Pilot Certificate) to perform the flights for aerial photography.

8. **Community Engagement:** The Consultant will provide images, photos, and videos to assist the Sponsor with community engagement and notification of the project. The following tasks are estimated to be completed:
 - a. **Provide Graphics for Construction Phasing Notification:** The Consultant anticipates modifying the construction phasing drawings to images or other graphics so the Sponsor may upload them to the City's website, share them on social media, etc. The Consultant anticipates the graphics to depict passenger access routes, locations of check-in and ticketing, security screening, baggage claim, and other areas as determined to be necessary.
 - b. **3D Modeling and Scene Preparation:** The Consultant will develop a 3D model and scene for use in video and rendering creation, as outlined in subsequent items.
 - c. **Rendered Video Demonstrating Final Terminal Concept:** The Consultant will develop a three-minute video depicting the final terminal concept, providing a fly-through tour of the new passenger access side of the terminal, the interior, and the aircraft access side of the terminal. The Consultant will provide the video in a format that the Sponsor can share on the City's website or social media to give the residents a feel for the project being constructed. The video may also be shown during public meetings about the project.

- d. Interior and Exterior Renderings: The Consultant will develop two interior and two exterior renderings that the Sponsor can share on the City's website, social media, or at public meetings about the project.
- e. Panoramic Photos: The Consultant will develop two interior and two exterior project panoramic/3D photos that the Sponsor can share on the City's website or social media. The panoramic/3D photos may be interacted with and allow the viewers to click around and view the scene in any direction from a fixed point. The panoramic/3D photos may also be used to view in Virtual Reality.
- f. Attend Public Meetings: The Consultant will attend up to two public meetings hosted by the Sponsor. Each meeting is assumed to be in the evening; therefore, consisting of a two-day trip. Two representatives from the Consultant's team (Project Principal and Project Manager) will attend the meetings. This task includes mileage and lodging and food per diems.

9. **Cultural Resource Monitoring**: As a result of the project's environmental determination and the documented CATEX, the below mitigation is required during construction. The Consultant will provide a project archaeologist to perform the following services:

- a. Create a Monitoring Plan: The project archaeologist will create a monitoring plan and submit it to the FAA to be forwarded to Osage Nation for review.
- b. Training of Construction Personnel: The project archaeologist will train all construction personnel to recognize archaeological and cultural resources.
- c. On-Site Observation: The project archaeologist will be on-site for all ground-disturbing activities. For the purposes of this scope of work, it is assumed that ground-disturbing activities will total 10 weeks with 5 working days per week at 8 hours per day, for a total of 400 hours. This will include weekly trips (for a total of 10 round trips) between the project site and the project archaeologist's home location. The driving time of each trip is assumed to be within the working days provided above. Each trip will have mileage and lodging and food per diem included unless otherwise noted.
- d. Daily Monitoring Reports: The project archaeologist will complete daily monitoring reports for all ground-disturbing activities. It is assumed that the time to complete the reports is included in the 8-hour workday of the on-site observation task.
- e. Weekly Reports: The project archaeologist will summarize the daily monitoring and submit a report along with the daily reports at the end of each week of ground-disturbing activities to the FAA to be forwarded to the Osage Nation. It is assumed that the time to complete the reports is included in the 8-hour workday of the on-site observation task.
- f. Stoppage and Notification of Cultural Resources: If inadvertent discovery of archaeological or cultural resources are found, the project archaeologist will coordinate all construction activities in the immediate

vicinity to be stopped, and the FAA, Osage Nation, and SHPO will be contacted for further consultation.

C. METHOD OF COMPENSATION:

1. Compensation of the Scope of Work for items B.2, B.3, B.5, B.6, B.7, B.8, and B.9 shall be made by Method B – Cost Plus a Fixed Payment according to SECTION 6-COMPENSATION, paragraph 6.1.2, which outlines compensation on a cost plus a fixed payment.
2. Compensation of the Scope of Work for item B.4 shall be made by Method A – Fixed Lump Sum Payment according to SECTION 6 – COMPENSATION, paragraph 6.1.1, which outlines compensation on a fixed lump sum basis.

D. AMOUNT OF COMPENSATION:

1. CONSULTANT will perform the Scope of Services for items identified in SECTION B of this Authorization No. 8, per the terms and conditions set forth in the Agreement, for a Not-to-Exceed cost of Eight Hundred Ninety Thousand Two Hundred Fifty-Five Dollars and Seven Cents (**\$890,255.07**). The distribution of Services is shown in Table A.

TABLE A

SCHEDULE OF FEES FOR CONSTRUCTION SERVICES	
Construction Services: (Items B.2, B.3, B.5, B.6, B.7, B.8, and B.9) Admin, RPR, Material Testing, and Special Inspections - Cost Plus	\$872,797.86
Construction Services: (Items B.4) Closeout - Lump Sum	\$17,457.21
Total Cost of Construction Phase Services	\$890,255.07

E. ESTIMATED TIME OF COMPLETION:

1. The estimated time to complete the Scope of Services for items identified in Section B.4 of this Scope of Work is estimated at ninety (90) calendar days after construction has been completed.

F. ENGINEERS' NOTICE TO PROCEED DATE:

1. CONSULTANT is prepared to commence work on this project immediately upon receiving a Notice to Proceed. The Notice to Proceed date for this project is

_____.

It is further understood and agreed by the parties hereto that all of the terms and conditions of the AGREEMENT are hereby incorporated by reference as if set forth fully herein and are made a part of this Authorization.

IN WITNESS WHEREOF, the parties hereto have caused this Authorization to be executed in three (3) counterparts by their duly authorized representatives and made effective the day and year first written above.

-----oooOooo-----

BURNS & McDONNELL
ENGINEERING COMPANY, INC.

CITY OF DODGE CITY, KANSAS

By _____
Douglas Lenz, P.E.
Aviation Projects Director

By _____
Michael Burns
Mayor

ATTEST:

By _____
City Clerk

END OF AUTHORIZATION NO. 8

SUMMARY EXHIBIT 1

DERIVATION OF CONSULTANT PROJECT COSTS
 SUMMARY OF COSTS
 Terminal Exansion & Remodel
 Construction Services (Part Time)
 City of Dodge City, Kansas
 BASIC & SPECIAL SERVICES
 July 27, 2023

1 DIRECT SALARY COSTS

TITLE	HOURS	RATE/HR	COST (\$)		
			Office	Field	Contract
Principal	32.00	\$ 74.00	\$ 2,368.00	\$ -	\$ -
Project Manager	706.00	\$ 59.00	\$ 41,654.00	\$ -	\$ -
Sr. Civil Engineer	10.00	\$ 47.25	\$ 472.50	\$ -	\$ -
Assistant Civil Engineer	285.00	\$ 36.00	\$ 10,260.00	\$ -	\$ -
Staff Electrical Engineer	236.00	\$ 46.75	\$ 11,033.00	\$ -	\$ -
Staff Technician	48.00	\$ 31.50	\$ 1,512.00	\$ -	\$ -
Resident Project Representative	1,590.00	\$ 45.00	\$ 71,550.00	\$ -	\$ -
Project Archaeologist	424.00	\$ 52.00	\$ 22,048.00	\$ -	\$ -
Staff Structural Engineer	208.00	\$ 52.00	\$ 10,816.00	\$ -	\$ -
Staff Mechanical Engineer	146.00	\$ 50.36	\$ 7,352.56	\$ -	\$ -
Senior Architect	162.00	\$ 67.16	\$ 10,879.92	\$ -	\$ -
Senior Fire Protection Specialist	95.00	\$ 58.76	\$ 5,582.20	\$ -	\$ -
Senior Applications Engineer	24.00	\$ 55.00	\$ 1,320.00	\$ -	\$ -
Assitant Visualization	88.00	\$ 45.00	\$ 3,960.00	\$ -	\$ -
Clerical	21.00	\$ 27.50	\$ 577.50	\$ -	\$ -
Total Hours	4,075.00				
Total Direct Salary Costs			\$ 201,385.68	\$ -	\$ -

2 LABOR & GENERAL ADMINISTRATIVE OVERHEAD

a. Percentage of Direct Salary Cost: (Office Rate) 240.27% \$ 483,869.37

3 SUBTOTAL

Summary of Items No. 1 and No. 2: \$ 685,255.05 \$ - \$ -

4 PROFIT/FIXED FEE:

Percentage: 10.00% \$ 68,525.51 \$ - \$ -

5 SUBTOTAL

Summary of Items No. 1, No. 2 & No. 4: (Lump Sum Fee) \$ 753,780.56 \$ - \$ -

6 OUT OF POCKET EXPENSES

OFFICE	No. of Units	Units	Cost/Unit			
Travel: Mileage	55,842.00	Miles	\$ 0.655	\$ 36,576.51		
Food: Per Diem	238.50	Per Day	\$ 59.00	\$ 14,071.50		
Lodging: Per Diem (incl. taxes)	215.00	Per Day	\$ 98.00	\$ 21,070.00		
Printing, Shipping & Misc.				\$ 1,184.00		
Subtotal				\$ 72,902.01	\$ -	\$ -
Summary of Out of Pocket Expenses: (Not to Exceed)				\$ 72,902.01	\$ -	\$ -

7 SUBCONSULTANTS

Terracon Consultants, Inc. (Material Testing)	\$ -	\$ -	\$ 14,198.00
Terracon Consultants, Inc. (Special Inspections)	\$ -	\$ -	\$ 19,374.50
BHC	\$ -	\$ -	\$ 30,000.00
Subtotal (Not to Exceed)	\$ -	\$ -	\$ 63,572.50

8 MAXIMUM TOTAL FEE

Subtotal \$ 826,682.57 \$ - \$ 63,572.50

TOTAL (Not to Exceed) \$ 890,255.07

SUMMARY EXHIBIT 2

DERIVATION OF CONSULTANT PROJECT COSTS
 SUMMARY OF COSTS
 Terminal Exansion & Remodel
 Construction Services (Part Time)
 City of Dodge City, Kansas
 BASIC & SPECIAL SERVICES
 July 27, 2023

		Principal	Project Manager	Sr. Civil Engineer	Assistant Civil Engineer	Staff Electrical Engineer	Staff Technician	Resident Project Representative	Project Archaeologist	Staff Structural Engineer	Staff Mechanical Engineer	Senior Architect	Senior Fire Protection Specialist	Senior Applications Engineer	Assitant Visualization	Clerical	Other Costs	
Gross Hourly Rates		\$ 276.98	\$ 220.84	\$ 176.86	\$ 134.75	\$ 174.98	\$ 117.90	\$ 168.43	\$ 194.63	\$ 194.63	\$ 188.50	\$ 251.38	\$ 219.94	\$ 205.86	\$ 168.43	\$ 102.93		
BASIC SERVICES																		
Total =	1	CA Services (Office Staff)	0.0	491.0	8.0	163.0	118.0	0.0	10.0	0.0	122.0	114.0	130.0	63.0	0.0	0.0	21.0	Sum: (1, 2, 3, 4, & 5)
		\$ 249,920.14	\$ -	\$ 108,430.10	\$ 1,414.84	\$ 21,963.75	\$ 20,648.09	\$ -	\$ 1,684.34	\$ -	\$ 23,745.40	\$ 21,488.54	\$ 32,679.12	\$ 13,856.03	\$ -	\$ -	\$ 2,161.57	\$ 1,848.37
Total =	2	CA Services (RPR)	0.0	168.0	0.0	118.0	118.0	0.0	1,504.0	0.0	86.0	32.0	32.0	32.0	0.0	0.0	0.0	Sum: (1, 2, 3, 4, & 5)
		\$ 422,024.46	\$ -	\$ 37,100.32	\$ -	\$ 15,900.14	\$ 20,648.09	\$ -	\$ 253,324.21	\$ -	\$ 16,738.56	\$ 6,031.87	\$ 8,044.09	\$ 7,037.98	\$ -	\$ -	\$ -	\$ 57,199.20
Total =	3	Construction Closeout	0.0	4.0	0.0	0.0	0.0	32.0	76.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	Sum: (1, 2, 3, 4, & 5)
		\$ 17,457.21	\$ -	\$ 883.34	\$ -	\$ -	\$ -	\$ 3,772.91	\$ 12,800.96	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PART A SUBTOTAL		\$ 689,401.82																
SPECIAL SERVICES																		
Total =	1	Material Testing (Terracon Consultants, Inc.)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	Sum: (1, 2, 3, 4, & 5)
		\$ 14,198.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total =	2	Special Inspections (Terracon Consultants, Inc.)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	Sum: (1, 2, 3, 4, & 5)
		\$ 19,374.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total =	3	Construction Progress Documentation (Aerial Photos)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	Sum: (1, 2, 3, 4, & 5)
		\$ 30,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000.00
Total =	4	Community Engagement	32.0	42.0	2.0	4.0	0.0	16.0	0.0	0.0	0.0	0.0	0.0	24.0	88.0	0.0	0.0	Sum: (1, 2, 3, 4, & 5)
		\$ 42,401.21	\$ 8,863.35	\$ 9,275.08	\$ 353.71	\$ 538.99	\$ -	\$ 1,886.46	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,940.72	\$ 14,822.16	\$ -	\$ 1,720.74
Total =	5	Cultural Resource Monitoring	0.0	1.0	0.0	0.0	0.0	0.0	424.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	Sum: (1, 2, 3, 4, & 5)
		\$ 94,879.54	\$ -	\$ 220.84	\$ -	\$ -	\$ -	\$ -	\$ 82,525.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,133.70
PART B SUBTOTAL		\$ 200,853.25																
PART A & PART B TOTAL		\$ 890,255.07																

(1) Mileage, Motel & Meals
 (2) Equipment, Materials & Supplies

(3) Computer Services
 (4) Vendor Services



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Corey Keller, Public Works Director
Date: August 2, 2023
Subject: Authorization No.6 Design Services for Runway 02/20
Agenda Item: New Business

Purpose: This scope of services will provide professional engineering service for preliminary design to reconstruct Runway 02/20 at the Dodge City Regional Airport.

Recommendation: Approve Authorization No.6 with Burns and McDonnell in the amount not to exceed \$686,492.02 to complete the preliminary design for construction of Runway 02/20.

Background: Authorization No. 6 is to provide professional engineering services for the preliminary design, design, and bidding phase services for the reconstruction of Runway 2-20. The current runway is approximately 4,649' x 100' and will be reconstructed to approximately 4,649' x 75'. The new runway will be reconstructed to achieve a load-bearing capacity capable of supporting approximately 30,000 lb. SWG aircraft. The existing Taxiway B1 connector may be relocated, subject to the outcome of this design package. The existing Runway is in poor condition and is at the end of its useable life. Additional improvements include installing new underdrains along the reconstructed runway, new pavement markings, relocating and replacing runway and taxiway edge light fixtures, transformers, and cabling, relocating existing airfield signage on new foundations, relocating, and providing new 4-Box PAPIs, relocating and providing two new sets of REILs on the of Runway 02 and 20

Back in March an IFE was conducted by Benesh of Manhattan Ks which concluded that for these services their cost would be \$928,622.24. This estimate was 35.2% higher than the estimated cost Burns and McDonnell has provided the city. The differences in cost were related to the amount of hours spent completing the design. Burns and McDonnell hours spent totaled 1,378.0 lower than what Benesh presented. A letter sent to the FAA provided in you packet provides a detailed explanation of the differences between the two engineering firms.

City Commission Options:

1. Approve Authorization No. 6
2. Disapprove Authorization No. 6 (this could result in the loss of grant funding)
3. Table for further discussion

Financial Considerations:

This is a federal FAA ACIP grant and will cover 95% of the funding with a 5% local match.

Amount \$: 686,492.02

FAA Funding 95%	\$652,167.42
Local City Funding 05%	\$ 34,324.60

Fund: Capital Improvement Fund 41031100-441010

Budgeted Expense Grant Bonds Other -

Legal Considerations: The City will be entering into a contract with Burns & McDonnell and will be bound by the provisions of this contract. Legal counsel is reviewing the contract.

Mission/Values: Approving this scope of services aligns with the City's Core Values of Working Towards Excellence and Ongoing Improvement.

Attachments: Authorization No.6, IFE Summary Letter to FAA

Approved for the Agenda by:



Corey Keller, Public Works Director



March 31, 2023

Mr. Todd Rastorfer
FAA Airport Engineer
Airports Division ACE-600
901 Locust
Kansas City, Missouri 64106

Summary of Negotiations for the Design for the Reconstruct of Runway 2-20 Project at Dodge City Regional Airport
AIP No. 3-20-0017-37-2023

Dear Mr. Rastorfer:

The City of Dodge City, Kansas, (DDC) has received from its Consultant, Burns & McDonnell (BMcD), a design services proposal for the aforementioned project. Their proposed fee is \$686,492.02. In compliance with FAA procedures, The DDC has performed an independent cost analysis, (ICA) for this proposed scope of work. This ICA was performed by Benesch. Their analysis estimated the cost for construction phase services, as based on Burns & McDonnell’s scope of work, at \$928,622.24.

Burns & McDonnell’s proposal is \$242,130.22 less than the ICA estimate. Therefore, the ICA is 35.2% higher than BMcD’s proposal.

Additionally, the total hours estimated by BMcD and estimated by the ICA reviewer, 3,558 and 5,538 hours, respectively, differ by 1,980. A detailed breakdown of hours per task/phase and by discipline/position are provided in the table below and the table on the following page, respectively.

Table 1: Comparison of Hours by Task / Phase

Task / Phase	BMcD Hours	ICA Hours	Difference
Predesign	451.0	566.0	115.0
Design	2,961.0	4,674.0	1,713.0
Bidding & Construction Award	146.0	298.0	152.0
Geotechnical Investigation	N/A: Lump Sum		
Survey & Existing Conditions	N/A: Lump Sum		

Table 2: Comparison of Hours by Discipline / Position

Discipline / Position	BMcD Hours	ICA Hours	BMcD Difference from ICA
Principal	6.0	58.0	-52.0
Project Manager	255.0	364.0	-109.0
Sr. Civil Engineer	436.0	568.0	-132.0
Staff Civil Engineer	632.0	748.0	-116.0
Asst. Civil Engineer	324.0	-	324.0
Sr. Electrical Engineer	30.0	210.0	180.0
Staff Electrical Engineer	345.0	316.0	29.0
Sr. Technician	762.0	988.0	-226.0
Staff Technician	548.0	1,700.0	-1,152.0
Quality Control Reviewer	164.0	400.0	-236.0
Sr. Estimator	-	88.0	88.0
Staff Estimator	-	48.0	48.0
Senior Environmental Specialist	8.0	32.0	-24.0
Staff Environmental Specialist	32.0	18.0	14.0
Clerical	16.0	-	16.0
	3,558.0	5,538.0	-1,980.0

On March 29, 2023, a negotiation teleconference between BMcD and the City of Dodge City was conducted for the purpose of reviewing the BMcD proposal. The items discussed included the following:

Estimated Labor Hours:

Burns & McDonnell was asked if they had any exceptions to the number of hours stated in their scope of work. Burns & McDonnell’s response confirmed that the values they developed did not require any adjustment and they felt the project scope could be completed within the hours they proposed.

However, the City of Dodge City requested from Benesch the detailed hours per task of the scope, as provided by BMcD in their ICA spreadsheet template. The City of Dodge City wanted to analyze the hours further and see if there was a particular set of tasks where differences existed or if the ICA hours were simply overall higher. No additional data points were noted in the detailed breakdown compared to the information presented in Table 1 and Table 2.

The most notable difference in hours was in the Sr. and Staff Technician disciplines, totaling 1,378.0 hours difference, which equates to approximately 70% of the total hours difference. The detailed analysis revealed that the ICA includes staff role estimates that BMcD did allocate hours to. These staff roles include Sr. Estimator, Staff Estimator, and Senior Environmental Specialist. BMcD stated for their runway paving projects, they typically rely on their Civil Engineers and Project Manager to develop the cost estimates, and those hours were included in BMcD’s Senior, Staff, and Assistant Civil Engineer roles.

Based on these considerations, DDC agreed not to request any modifications to the proposed hours planned.

Out-of-Pocket Expenses:

Upon discussions regarding out-of-pocket expenses, BMcD's proposal and the ICA estimate are \$6,863.18 and \$4,070.00, respectively. BMcD's out-of-pocket expenses are approximately 68.6% higher than the ICA.

Based on this consideration, DDC agreed not to request any modification to the proposal estimate.

Subcontract Costs:

The total subcontract cost proposed by BMcD is \$122,500.00, and the estimated cost per the ICA is \$70,000. The difference is \$52,500.00. Considering the verbal quotes obtained from the Burns & McDonnell subconsultants and recent survey and geotechnical work conducted by the same subcontractors at DDC, BMcD's proposal may be more thorough than the guesstimated values of the ICA, the City believes the cost being proposed are reasonable.

Upon deliberation with Burns & McDonnell regarding the scope of work and the discussion herein described, the City of Dodge City believes the proposal is fair and reasonable and requires no further negotiations. Attached for your purposes are copies of BMcD's Scope of Work and proposal and the ICA documentation as prepared from the proposed Scope of Work.

I trust this information is sufficient for your purposes. If you should have any questions regarding this summary of negotiations, please contact me at 620-225-8207.

Sincerely,



Corey Keller
Public Works Director

Enc.

cc Eliel Marin, DDC Airport Manager
Andrea McKinnie, FAA
Matt Fischer, BMcD

**AUTHORIZATION NO. 6
FOR PROFESSIONAL ENGINEERING SERVICES
FOR
RECONSTRUCT RUNWAY 2-20 (DESIGN)**

**AT DODGE CITY REGIONAL AIRPORT
AIP Project No. 3-20-0017-037**

In accordance with SECTION 1 – AUTHORIZATION OF SERVICES of the Agreement for Professional Engineering Services (the “AGREEMENT”) dated November 18, 2021, by and between THE CITY OF DODGE CITY, KANSAS (SPONSOR) and BURNS & McDONNELL ENGINEERING COMPANY, INC. (CONSULTANT), the following improvement project “Reconstruct Runway 2-20 (Design) at the Dodge City Regional Airport,” authorization is hereby given and mutually agreed upon:

A. PROJECT NAME AND DESCRIPTION OF IMPROVEMENTS:

1. **Project Name:** Reconstruct Runway 2-20 (Design)

2. **Description of Improvements:** Provide professional engineering services for the preliminary design, design, and bidding phase services for the reconstruction of Runway 2-20 to approximately 4,649’ x 75’. The reconstructed runway will be reconstructed to achieve a load-bearing capacity capable of supporting approximately 30,000 lb. SWG aircraft. The existing Taxiway B1 connector may be relocated, subject to the outcome of this design package. The remaining Taxiway A and Taxiway B connectors will be reconstructed from the Runway 2-20 edge to, at minimum, the holding position marking on the respective taxiways. Additional improvements include installing new underdrains along the reconstructed runway, new pavement markings, relocating and replacing runway and taxiway edge light fixtures, transformers, and cabling, relocating existing airfield signage on new foundations, relocating and providing new 4-Box PAPIs, relocating and providing two new sets of SPONSOR-Owned REILs, and grading the full length of Runway 2-20 to meet FAA Advisory Circular 150/5300-13B design criteria.

B. DESCRIPTION OF SERVICES TO BE PERFORMED:

CONSULTANT has developed the following Scope of Services to perform engineering services for the aforementioned project. The Scope of Services is defined as follows:

1. **Pre-design Phase:** This phase includes activities for defining the scope of the aforementioned project and establishing preliminary requirements. The elements of work for this task include:
 - a) Perform Q1 review.

- b) Perform visual observation and collect data (Attend an on-site meeting with Sponsor to discuss overall program requirements).
- c) Review existing data and CIP cost estimates.
- d) Provide a scope of work to FAA Technical Operations for work on the REILs for the development of a reimbursable agreement (if applicable).
- e) Develop Scope of Work (SOW) for subconsultant to provide geotechnical investigation and report.
- f) Develop SOW for subconsultant to provide topographical survey.
- g) Develop SOW for subconsultant to provide aerial imagery data collection via drone.
- h) Conduct geotechnical services and topographical survey (provide 1 team member for escorting geotechnical and survey personnel on the airfield and to observe the testing and survey; Estimate at 5 days per week, for 3 weeks, 8 hours per day).
- i) Compile previous correspondence between FAA, SPONSOR, and Burns & McDonnell, which analyzed the required Runway 2-20 length and width dimensions based upon fleet mix data and 5 year forecasted fleet mix.
- j) Determine the critical aircraft and design fleet mix for Runway 2-20 based on historical data and forecasting.
- k) Analyze Taxiway B1 location based on the design fleet mix.
- l) Develop preliminary schedule and site plans for developing construction phasing and coordination with FAA Technical Operations.
- m) Evaluate multiple pavement designs for discussion in the Preliminary Engineer's Design Report and for evaluation by the FAA.
- n) Prepare preliminary Engineer's Design Report.
- o) Develop a preliminary cost estimate for the proposed project scope.
- p) Develop a preliminary construction schedule.
- q) Develop a preliminary Construction Safety & Phasing Plan (CSPP).
- r) Perform Q2 review.
- s) Attend and conduct preliminary design meeting with the FAA (in-person or via Teams).
- t) Coordinate reimbursable agreement for Flight Check.

2. **Design Phase:** This phase includes activities required to develop project design documents indicating the character and scope of work to be performed by contractors on the project. The specific tasks that will be performed in the phase are:

- a) Prepare construction Bid Documents. The drawing list may include the following construction plans:
 1. Cover Sheet
 2. Index, Legend, Abbreviations, and Summary of Quantities
 3. Access & Safety Plans
 4. Construction Phasing Plans
 5. Demolition Plans
 6. Plan & Profiles

7. Grading & Utility Plans
 8. Jointing Plans
 9. Pavement Elevation Plans
 10. Pavement Marking Plans
 11. Typical Pavement Section Details
 12. Jointing Details
 13. Grading & Utility Details
 14. Pavement Marking Details
 15. Erosion Control Details
 16. Cross Section Plans
 17. Electrical Legend, Abbreviations, and General Notes Sheet
 18. Overall Electrical Site Plan
 19. Electrical Demolition Plans
 20. Electrical Site Plans
 21. Electrical Details
- b) Prepare Stormwater Pollution Prevention Plan (SWPPP) and Land Disturbance Permit for the project.
 - c) Prepare Categorical Exclusion Checklist (CATEX).
 - d) Prepare project specifications.
 - e) Prepare Standard FAA and Sponsor front-end documents.
 - f) Prepare the final Engineer's Design Report for the project.
 - g) Revise the preliminary cost estimate for the Final Engineer's Estimate of Probable Cost.
 - h) Revise the preliminary construction schedule.
 - i) Perform internal quality review (Q3) of the Project Manual, specifications, construction drawings, and Engineer's Design Report.
 - j) Submit the Project Manual, specifications, construction drawings, and Engineer's Design Report to Sponsor and FAA for 90% review.
 - k) Perform internal quality review (Q4) of the Project Manual, specifications, construction drawings, and Engineer's Design Report with an independent review team.
 - l) Conduct a 90% review meeting with the Sponsor and FAA.
 - m) Incorporate review comments received from the Sponsor, FAA, and Q4 reviews.
 - n) Submit the Project Manual, specifications, construction drawings, and Engineer's Design Report to Sponsor and FAA for 100% review.
 - o) Perform internal quality review (Q6) of the Project Manual, specifications, construction drawings, and Engineer's Design Report with an independent review team.
 - p) Incorporate the quality review team's comments.
 - q) Revise contract documents per Sponsor, FAA, and Q6 reviews.
 - r) Submit the final Project Manual, specifications, and construction drawings for bidding.
 - s) Provide electronic copies of the contract documents to the Sponsor and the FAA.

- t) Provide an electronic copy of the Final Engineer’s Design Report to the Sponsor.
3. **Bidding & Construction Award Phase:** This phase will include basic services to assist the Sponsor with bidding of the contract documents and reviewing and award of the bid, including the following activities:
- a) Assist SPONSOR with advertising the project.
 - b) Attend (on-site at Dodge City Regional Airport with two representatives of Consultant’s team) and conduct a prebid meeting with the SPONSOR.
 - c) Prepare any addenda for the project.
 - d) Respond to bidder questions during the bidding process.
 - e) Attend (on-site at Dodge City Regional Airport with one representative of CONSULTANT’s team) the bid opening. Tabulate bids, analyze and provide recommendations to the SPONSOR.
 - f) Assist SPONSOR with preparing contract documents.
 - g) Assist SPONSOR with preparing grant application documents.
4. **Construction Phase Services:** This Scope of Services will be developed as a separate work order and is not a part of Authorization No. 6.

C. OTHER TERMS:

- 1. The Federal Contract Provisions for A/E Agreements attached to this Authorization No. 6 shall supersede those previously provided in the AGREEMENT dated November 18, 2021.

D. METHOD OF COMPENSATION:

- 1. Compensation of the Scope of Work for items shall be made by Method A – Fixed Lump Sum Payment according to SECTION 6 - COMPENSATION, paragraph 6.1.1, which outlines compensation on a fixed lump sum basis.

E. AMOUNT OF COMPENSATION:

- 1. CONSULTANT will perform the Scope of Services for items identified in B.1 and B.2 of this Authorization No. 6, per the terms and conditions set forth in the Agreement, for a Lump Sum Amount of **Six Hundred Eighty-Six Thousand Four Hundred Ninety-Two Dollars and Two Cents (\$686,492.02)**.

F. ESTIMATED TIME OF COMPLETION:

- 1. The estimated time to complete the Scope of Services B.1, B.2, and B.3 of this Authorization No. 6 is 270 Calendar Days from the Notice to Proceed.

G. ENGINEERS' NOTICE TO PROCEED DATE:

- 1. CONSULTANT is prepared to commence work on this project immediately upon receiving a Notice to Proceed. The anticipated Notice to Proceed date for this project is _____.

It is further understood and agreed by the parties hereto that all of the terms and conditions of the AGREEMENT are hereby incorporated by reference as if set forth fully herein and are made a part of this Authorization.

IN WITNESS WHEREOF, the parties hereto have caused this Authorization to be executed in four (4) counterparts by their duly authorized representatives and made effective the day and year first written above.

-----oooOooo-----

BURNS & McDONNELL
ENGINEERING COMPANY, INC

CITY OF DODGE CITY, KANSAS

By _____
Douglas Lenz, P.E.
Aviation Projects Director

By _____
Michael Burns
Mayor

By _____
Nick Hernandez
City Manager

ATTEST:

By _____
City Clerk

END OF AUTHORIZATION NO. 6

SUMMARY EXHIBIT 1

DERIVATION OF CONSULTANT PROJECT COSTS
 SUMMARY OF COSTS
 Reconstruct Runway 2-20 (Design)
 Reconstruct Runway 2-20 (4,649' x 75')
 Dodge City, KS
 BASIC & SPECIAL SERVICES
 March 3, 2023

1 DIRECT SALARY COSTS

TITLE	HOURS	RATE/HR	COST (\$)		
			Office	Field	Contract
Principal	6.00	\$ 75.00	\$ 450.00	\$ -	\$ -
Project Manager	255.00	\$ 60.00	\$ 15,300.00	\$ -	\$ -
Sr. Civil Engineer	436.00	\$ 50.00	\$ 21,800.00	\$ -	\$ -
Staff Civil Engineer	632.00	\$ 43.00	\$ 27,176.00	\$ -	\$ -
Assistant Civil Engineer	324.00	\$ 41.00	\$ 13,284.00	\$ -	\$ -
Sr. Electrical Engineer	30.00	\$ 53.00	\$ 1,590.00	\$ -	\$ -
Staff Electrical Engineer	345.00	\$ 43.00	\$ 14,835.00	\$ -	\$ -
Sr. Technician	762.00	\$ 40.00	\$ 30,480.00	\$ -	\$ -
Staff Technician	548.00	\$ 31.50	\$ 17,262.00	\$ -	\$ -
Quality Control Reviewer	164.00	\$ 69.00	\$ 11,316.00	\$ -	\$ -
Senior Environmental Specialist	8.00	\$ 55.00	\$ 440.00	\$ -	\$ -
Staff Environmental Specialist	32.00	\$ 45.00	\$ 1,440.00	\$ -	\$ -
Clerical	16.00	\$ 32.50	\$ 520.00	\$ -	\$ -
Total Hours	3,558.00				
Total Direct Salary Costs			\$ 155,893.00	\$ -	\$ -

2 LABOR & GENERAL ADMINISTRATIVE OVERHEAD

a. Percentage of Direct Salary Cost: (Office Rate)	224.89%	\$ 350,587.77			
b. Percentage of Direct Salary Cost: (Field Rate)	188.24%		\$ -		
c. Percentage of Direct Salary Cost: (Contract Employee Rate)	0.00%			\$ -	
d. FCCM Rate (Optional)	0.00%	\$ -	\$ -	\$ -	

3 SUBTOTAL

Summary of Items No. 1 and No. 2 (a,b,c): \$ 506,480.77 \$ - \$ -

4 PROFIT/FIXED FEE:

Percentage: 10.00% \$ 50,648.08 \$ - \$ -

5 SUBTOTAL

Summary of Items No. 1, No. 2 & No. 4: (Lump Sum Fee) \$ 557,128.84 \$ - \$ -

6 OUT OF POCKET EXPENSES

OFFICE	No. of Units	Units	Cost/Unit			
Travel: Mileage	3,585.00	Miles	\$ 0.655	\$ 2,348.18		
Food: Per Diem	35.00	Per Day	\$ 59.00	\$ 2,065.00		
Lodging: Per Diem (incl. taxes)	25.00	Per Day	\$ 98.00	\$ 2,450.00		
Rental Vehicle	0.00	Days	\$ 65.00	\$ -		
Airline	0.00	Hour	\$ 0.00	\$ -		
Printing, Shipping & Misc.				\$ -		
Subtotal				\$ 6,863.18	\$ -	\$ -

Summary of Out of Pocket Expenses: (Not to Exceed) \$ 6,863.18 \$ - \$ -

7 SUBCONSULTANTS

Geotechnical Subconsultant	\$ -	\$ -	\$ 65,000.00
BHC	\$ -	\$ -	\$ 57,500.00
Subtotal (Not to Exceed)	\$ -	\$ -	\$ 122,500.00

8 MAXIMUM TOTAL FEE

Subtotal \$ 563,992.02 \$ - \$ 122,500.00

TOTAL (Not to Exceed) \$ 686,492.02

SUMMARY EXHIBIT 2

DERIVATION OF CONSULTANT PROJECT COSTS

SUMMARY OF COSTS

Reconstruct Runway 2-20 (Design)

Reconstruct Runway 2-20 (4,649' x 75')

Dodge City, KS

BASIC & SPECIAL SERVICES

March 3, 2023

		Principal	Project Manager	Sr. Civil Engineer	Staff Civil Engineer	Assistant Civil Engineer	Sr. Electrical Engineer	Staff Electrical Engineer	Sr. Technician	Staff Technician	Quality Control Reviewer	Senior Environmental Specialist	Staff Environmental Specialist	Clerical	Other Costs	
Gross Hourly Rates		\$ 268.03	\$ 214.43	\$ 178.69	\$ 153.67	\$ 146.53	\$ 189.41	\$ 153.67	\$ 142.95	\$ 112.57	\$ 246.59	\$ 196.56	\$ 160.82	\$ 116.15		
BASIC SERVICES																
	1	Predesign Phase	6.0	70.0	54.0	240.0	20.0	2.0	37.0	18.0	0.0	4.0	0.0	0.0	0.0	Sum: (1, 2, 3, 4, & 5)
Total =		\$ 79,728.39	\$ 1,608.21	\$ 15,009.92	\$ 9,649.23	\$ 36,881.51	\$ 2,930.51	\$ 378.82	\$ 5,685.90	\$ 2,573.13	\$ -	\$ 986.37	\$ -	\$ -	\$ -	\$ 4,024.80
	2	Design Phase	0.0	121.0	346.0	382.0	296.0	28.0	296.0	736.0	540.0	160.0	8.0	32.0	16.0	Sum: (1, 2, 3, 4, & 5)
Total =		\$ 455,761.98	\$ -	\$ 25,945.72	\$ 61,826.57	\$ 58,703.07	\$ 43,371.52	\$ 5,303.50	\$ 45,487.20	\$ 105,212.38	\$ 60,790.17	\$ 39,454.64	\$ 1,572.47	\$ 5,146.26	\$ 1,858.37	\$ 1,090.13
	3	Bidding & Construction Award	0.0	64.0	36.0	10.0	8.0	0.0	12.0	8.0	8.0	0.0	0.0	0.0	0.0	Sum: (1, 2, 3, 4, & 5)
Total =		\$ 28,501.64	\$ -	\$ 13,723.35	\$ 6,432.82	\$ 1,536.73	\$ 1,172.20	\$ -	\$ 1,844.08	\$ 1,143.61	\$ 900.60	\$ -	\$ -	\$ -	\$ -	\$ 1,748.25
PART A SUBTOTAL		\$ 563,992.02														
SPECIAL SERVICES																
	1	Geotechnical Investigation	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	Sum: (1, 2, 3, 4, & 5)
Total =		\$ 65,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 65,000.00
	2	Survey & Existing Conditions	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	Sum: (1, 2, 3, 4, & 5)
Total =		\$ 57,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 57,500.00
PART B SUBTOTAL		\$ 122,500.00														
PART A & PART B TOTAL		\$ 686,492.02														

- (1) Mileage, Motel & Meals
- (2) Equipment, Materials & Supplies
- (3) Computer Services
- (4) Vendor Services
- (5) Miscellaneous Items

ATTACHMENT A: FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO “CONTRACTOR”, “PRIME CONTRACTOR”, “BIDDER”, “OFFEROR”, AND “APPLICANT” SHALL PERTAIN TO THE ARCHITECT/ENGINEER (A/E).

ALL REFERENCES MADE HEREIN TO “SUBCONTRACTOR”, “SUB-TIER CONTRACTOR” OR “LOWER TIER CONTRACTOR” SHALL PERTAIN TO ANY SUBCONSULTANT UNDER CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO “SPONSOR” AND “OWNER” SHALL PERTAIN TO THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING CONTRACTS WITH THE A/E.

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PROVISIONS APPLICABLE TO ALL CONTRACTS

ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.334
2 CFR § 200.337
FAA Order 5100.38

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS – TITLE VI ASSURANCES

Reference: 49 USC § 47123
FAA Order 1400.11

Title VI Solicitation Notice

The Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq.*).

Nondiscrimination Requirements / Title VI Clauses for Compliance

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be

amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Reference: 2 CFR § 200, Appendix II(K)
2 CFR § 200.216

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq
2 CFR § 200.430

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR Part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHT TO INVENTIONS

Reference: 2 CFR Part 200, Appendix II(F)
37 CFR Part 401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

SEISMIC SAFETY

Reference: 49 CFR Part 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

TAX DELINQUENCY AND FELONY CONVICTIONS

Reference: Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts
DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

The Contractor certifies:

- 1) It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) It is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months. A felony conviction is a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

The Contractor agrees to incorporate the above certification in all lower tier subcontracts.

TRADE RESTRICTION CERTIFICATION

Reference: 49 USC § 50104
49 CFR Part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

DISTRACTED DRIVING

Reference: Executive Order 13513
DOT Order 3902.10

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Reference: 2 CFR Part 200, Appendix II(C)
41 CFR § 60-1.4
41 CFR § 60-4.3
Executive Order 11246

Equal Opportunity Clause

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in

response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

PROHIBITION OF SEGREGATED FACILITIES

Reference: 2 CFR Part 200, Appendix II(C)
41 CFR Part 60-1

- (a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.
- (b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact

segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

TERMINATION OF CONTRACT

Reference: 2 CFR Part 200, Appendix II(B)
FAA Advisory Circular 150/5370-10, Section 80-09

Termination for Convenience (Professional Services)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination for Cause (Professional Services)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party seven (7) days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by Owner:** The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Owner approved extension;
 2. Make adequate progress so as to endanger satisfactory performance of the Project; or
 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant

must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the project for more than one hundred eighty (180) days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION

Reference: 2 CFR Part 180 (Subpart B)
2 CFR Part 200, Appendix II(H)
2 CFR Part 1200
DOT Order 4200.5
Executive Orders 12549 and 12689

Certification of Offeror/Bidder Regarding Debarment

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Certification of Lower Tier Contractors Regarding Debarment

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must confirm each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR Part 200, Appendix II(E)
2 CFR § 5.5(b)
40 USC § 3702
40 USC § 3704

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any

such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 31 USC § 1352 – Byrd Anti-Lobbying Amendment
2 CFR Part 200, Appendix II(I)
49 CFR Part 20, Appendix A

Certification Regarding Lobbying

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000

CLEAN AIR AND WATER POLLUTION CONTROL

References: 2 CFR Part 200, Appendix II(G)
42 USC § 7401, et seq
33 USC § 1251, et seq

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

The Contractor must include this requirement in all subcontracts that exceed \$150,000.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$250,000

BREACH OF CONTRACT TERMS

Reference: 2 CFR § 200 Appendix II(A)

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR Part 26

Solicitation Language (Solicitations that include a Contract Goal)

Bid Information Submitted as a matter of *responsiveness*:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;

- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Bid Information submitted as a matter of bidder responsibility:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Solicitation Language (Race/Gender Neutral Means)

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Prime Contracts (Contracts Covered by a DBE Program)

Contract Assurance (49 CFR § 26.13)

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may

result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from Owner. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f))

The prime contractor must not terminate a DBE subcontractor listed in response to the above *Solicitation Language (Solicitations that include a Contract Goal)* section (or an approved substitute DBE firm) without prior written consent of Owner. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the Owner. Unless the Owner's consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The Owner may provide such written consent only if the Owner agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to the Owner its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the Owner, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the Owner and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Owner should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the Owner may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

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G. ENGINEERS' NOTICE TO PROCEED DATE:

- 1. CONSULTANT is prepared to commence work on this project immediately upon receiving a Notice to Proceed. The anticipated Notice to Proceed date for this project is _____.

It is further understood and agreed by the parties hereto that all of the terms and conditions of the AGREEMENT are hereby incorporated by reference as if set forth fully herein and are made a part of this Authorization.

IN WITNESS WHEREOF, the parties hereto have caused this Authorization to be executed in four (4) counterparts by their duly authorized representatives and made effective the day and year first written above.

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BURNS & McDONNELL
ENGINEERING COMPANY, INC

CITY OF DODGE CITY, KANSAS

By _____
Douglas Lenz, P.E.
Aviation Projects Director

By _____
Michael Burns
Mayor

By _____
Nick Hernandez
City Manager

ATTEST:

By _____
City Clerk

END OF AUTHORIZATION NO. 6