

# **CITY COMMISSION WORK SESSION**

City Hall Commission Chambers

Monday, December 7, 2009

6:00 p.m.

MEETING #4788

## **CALL TO ORDER**

## **ROLL CALL**

## **NEW BUSINESS**

Discussion of Business Licenses

## **ADJOURNMENT**

# **CITY COMMISSION AGENDA**

City Hall Commission Chambers

Monday, December 7, 2009

7:00 p.m.

MEETING #4789

## **CALL TO ORDER**

## **ROLL CALL**

**INVOCATION:** Pastor Daniel Armenta, Iglesia Bautista Emmanuel

## **PLEDGE OF ALLEGIANCE**

## **PETITIONS & PROCLAMATIONS**

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

Sheriff Dean Bush, Ford County Sheriff Department: Presentation of Historical Police Docket Book to the City Commission

## **CONSENT CALENDAR**

1. Approval of City Commission Work Session minutes, November 16, 2009
2. Approval of City Commission Meeting minutes, November 16, 2009
3. Approval of Joint City/County Commission Meeting minutes, November 23, 2009
4. Approval of City Commission Special Meeting minutes, November 23, 2009
5. Appropriation Ordinance No. 24, December 7, 2009
6. Approval of Funding Request with Boot Hill Museum for billboard partnership.

## **ORDINANCES & RESOLUTIONS**

Resolution 2009-27: A resolution describing and defining the boundary of the City of Dodge City. Presented by Joe Finley, Director of Engineering Services.

Resolution 2009-28: A resolution amending and supplementing Resolution No. 2007-11 of the City of Dodge City, Kansas which authorized the improvement or reimprovement of certain main traffic ways within the City of Dodge City, Kansas and provided for the payment of costs thereof. Presented by Nannette Pogue, City Clerk.

Resolution 2009-29: A resolution authorizing and directing the issuance, sale, and delivery of General Obligation Temporary Notes, Series 2009-1, 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. Presented by Nannette Pogue, City Clerk.

Resolution No. 2009-30: 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. Presented by Cherise Tieben, Assistant City Manager.

## **UNFINISHED BUSINESS**

## **NEW BUSINESS**

1. Approval of Bids for Sewer Truck. Presented by Cory Keller, Solid Waste Collection Supervisor.
2. Approval of Audit Engagement Letter with Kennedy McKee for years ending 2009 and 2010. Presented by Nannette Pogue, City Clerk
3. Approval of Hoover Pavilion Roof Bids. Presented by Paul Lewis, Director of Parks and Recreation.

## **OTHER BUSINESS**

## **ADJOURNMENT**

# **CITY COMMISSION WORK SESSION MINUTES**

City Hall Commission Chambers

Monday, November 16, 2009

6:00 p.m.

MEETING #4784

## **CALL TO ORDER**

**ROLL CALL:** Mayor Rick Sowers, Commissioners Kent Smoll and Jim Sherer. Absent: Commissioners Monte Broeckelman and Brian Weber.

1. Dennis Veatch, Director of Development Services discussed the issue of Portable Signs, Mobile Signs, and Temporary Banners. The City Commission by consensus agreed that the current ordinances were needed. They wanted staff to review the approach taken for the enforcement. No action was taken.

**ADJOURNMENT** was had on a motion by Commissioner Smoll, seconded by Commissioner Sherer. The motion carried 3-0.

# **CITY COMMISSION MINUTES**

City Hall Commission Chambers

Monday, November 16, 2009

7:00 p.m.

MEETING #4785

## **CALL TO ORDER**

**ROLL CALL:** Mayor Rick Sowers, Commissioners Kent Smoll, Jim Sherer, Monte Broeckelman and Brian Weber.

**INVOCATION:** Reverend Kirk Larson, Grace Community Church

## **PLEDGE OF ALLEGIANCE**

## **PETITIONS & PROCLAMATIONS**

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

## **CONSENT CALENDAR**

1. City Commission Meeting Minutes, November 2, 2009
2. Appropriation Ordinance No. 23, November 16, 2009

Commissioner Sherer moved to approve the Consent Calendar as presented, seconded by Commissioner Weber. The motion carried unanimously.

## **ORDINANCES & RESOLUTIONS**

Ordinance No. 3483: An ordinance to rezone lots 4 and 6, block 3, Kliesen Subdivision, Dodge City, Ford County, Kansas, from AG, Agriculture to R-2, Residential Medium Density. Commissioner Smoll moved to approve of Ordinance No. 3483, seconded by Commissioner Sherer. The motion carried unanimously.

Ordinance No. 3484: An ordinance regulating addressing within the corporate limits of the City of Dodge City, Kansas; repealing Article 4-1102 of Chapter IV of the Municipal Code of the City of Dodge City and incorporating by reference the "Ford County 911 Addressing Plan" as amended. Commissioner Broeckelman moved to approve Ordinance No. 3484, seconded by Commissioner Weber. The motion carried unanimously.

Resolution No. 2009-25: A resolution authorizing payment of 2009 year end bonuses to qualified employees. Commissioner Weber moved to approve Resolution No. 2009-25, seconded by Commissioner Sherer. The motion carried unanimously.

Resolution No. 2009-26: A resolution amending the Special Use Permit for a Lottery Gaming Facility. Commissioner Weber moved to approve Resolution No. 2009-26, seconded by Commissioner Sherer. The motion carried unanimously.

### **NEW BUSINESS**

1. It was approved to allow staff to negotiate contract for design services for the construction of Comanche Street with BHC Rhodes on a motion by Commissioner Smoll, seconded by Commissioner Weber. The motion carried unanimously.
2. It was approved to allow staff to negotiate a contract for design services for the construction of Brier Street with BHC Rhodes on a motion by Commissioner Sherer, seconded by Commissioner Smoll. The motion carried unanimously.
3. It was approved to allow staff to negotiate a contract for design services for Infrastructure Improvements for Gunsmoke, LLC. with Sloan Meir Hancock on a motion by Commissioner, seconded by Commissioner Broeckelman. The motion carried unanimously.
4. The bid from Athco in the amount of \$12,275 for six (6) bleacher sets for the Saint Mary's Soccer Fields and the bid from Sterling West in the amount of \$10,523 for benches, picnic tables and trash receptacles for the Saint Mary's Soccer Fields were approved on a motion by Commissioner Weber, seconded by Commissioner Sherer. The motion carried unanimously.
5. The contract with Kansas Department of Transportation for the Bicycle Extension Project was approved on a motion by Commissioner Broeckelman, seconded by Commissioner Smoll. The motion carried unanimously.

### **OTHER BUSINESS**

Ken Strobel, City Manager

- Law Enforcement and other agencies had a program in Wright Park last weekend that was well attended
- Main Street Program will be Thursday, November 19<sup>th</sup> at 6:00 p.m. at the Depot
- A Joint City/County Commission Meeting to review and approve the Global Management Agreement is scheduled for Monday, November 23<sup>rd</sup>, 5:30 p.m. at Ford County Government Center, Rose Room
- Promoter of the Year Award by the World of Outlaws was presented to Ed Beckley, Dodge City Raceway Park

Christa Roy, Public Information Officer

- Parade of Lights and Mayor's Christmas Tree Lighting will be Monday, November 30<sup>th</sup>
- Special Events Center pad will be done this week

- JAG closing Matt Down this week for approximately 3 weeks and traffic will be switched over approximately the week after Thanksgiving
- The Police Docket Book will be on display at Boot Hill Museum on December 7<sup>th</sup>

Commissioner Sherer:

- Congratulations to Ed Beckley and the City of Dodge City for the award
- Attended the National League of Cities (NLC) meeting last week and will share information with staff
- He recommends giving the Prescription Card Program from NLC consideration

Commissioner Broeckelman:

- Congratulations to Dodge City High School for their successful fall sports programs
- Congratulation to Ed Beckley

Commissioner Smoll:

- Attended opening of Independence Events Center
- Sales Tax Receipts for September down slightly. Encourage to shop local
- Civic Center sign has been erected
- Happy Thanksgiving

Mayor Sowers:

- Thanked crew for the event this weekend
- Happy Thanksgiving

## **EXECUTIVE SESSION**

At 8:20 p.m. Commissioner Sherer moved to adjourn to an Executive Session to discuss Attorney/Client Privilege Matters, not to exceed 20 minutes and to include the City Manager Ken Strobel and Assistant City Manager Cherise Tieben, seconded by Commissioner Weber. The motion carried unanimously.

The meeting reconvened at 8:40 p.m.

**ADJOURNMENT** was had on a motion by Commissioner Weber, seconded by Commissioner Broeckelman. The motion carried unanimously.

---

Rick Sowers, Mayor

ATTEST:

---

Nannette Pogue, City Clerk

# JOINT CITY/COUNTY COMMISSION AGENDA

Ford County Government Center, Rose Room

Monday, November 23, 2009

5:30 p.m.

MEETING #4786

## CALL TO ORDER

ROLL CALL – Mayor Rick Sowers, Commissioner Monte Broeckelman, Brian Weber, Jim Sherer. Kent Smoll was reported absent.

## NEW BUSINESS

1. The contract with McGrath Consulting Group for the Fire and EMS Study in the amount of \$51,155, with 50% being paid by each the City and the County was approved on a motion by Commissioner Sherer, seconded by Commissioner Weber. The motion carried by a vote of 4-0.

County action: Commissioner Goodnight moved to approve the agreement, Commissioner Williams seconded. The motion carried by a vote of 3-0.

2. The Annual Report for Dodge City Raceway Park was given by Ed Beckley.
3. The Memorandum of Understanding between the City of Dodge City and Ford County for the purchase and installation of Emergency Sirens, with the City's financial responsibility being \$45,000 was approved on a motion by Commissioner Weber, seconded by Commissioner Sherer. The motion carried on a vote of 4-0.

County action: Commissioner Goodnight moved to approve the Memorandum of Understanding, seconded by Commissioner Swayze. The motion carried by a vote of 3-0.

At 6:12 the meeting was adjourned to executive session to discuss attorney-client matters not to exceed 20 minutes on a motion by Commissioner Sherer, seconded by Commissioner Weber. The motion carried 4-0. The County also adjourned to Executive Session on a motion by Commissioner Goodnight, seconded by Commissioner Williams. The motion carried by a vote of 3-0.

At 6:27, the Executive Session was extended for 5 minutes. At 6:32, the Executive Session was extended 10 minutes.

At 6:42 the meeting reconvened to Regular Session.

4. Glen Kerbs reviewed the Global Management Agreement for the Special Events Center with the joint commissions and the audience. The Global Management Agreement for the Special Events Center was approved on a motion by Commissioner Sherer, seconded by Commissioner Weber. The motion carried 4-0.

County action: Goodnight moved to approve the Global Management Agreement, seconded by Commissioner Williams. The motion carried 3-0.

ADJOURNMENT was had on a motion by Commissioner Weber, seconded by Commissioner Sherer. The motion carried 4-0.

County action: Goodnight moved to adjourn, Williams seconded. The motion carried by a vote of 3-0.

# **CITY COMMISSION SPECIAL MEETING**

Ford County Government Center, Rose Room

Monday, November 23, 2009

To Be Held Directly Following the 5:30 p.m. Joint City/County Meeting  
MEETING #4787

## CALL TO ORDER

ROLL CALL – Mayor Rick Sowers, Commissioners Brian Weber, Monte Broeckelman, Jim Sherer. Commissioner Kent Smoll was reported absent.

## NEW BUSINESS

1. A report on the All 4 Fun operations and discussion of an extension of an agreement with Jack and Glatha Denton was presented by Paul Lewis, Director of Parks and Recreation and Randi Clifford, Recreation Superintendent. On a motion by Commissioner Weber, seconded by Commissioner Sherer, a Contract Addendum with Jack and Glatha Denton to extend the original agreement for All For Fun for 2 years, was approved. The motion carried 3-1, with Commissioner Broeckelman opposed.

## OTHER BUSINESS

## ADJOURNMENT

## Memorandum

*To: City Manager  
Assistant City Manager  
City Commissioners*

*From: Jan Stevens Director CVB*

*Date: 11-22-09*

*Subject: Funding Request for Boot Hill  
Museum Billboard Partnership*

*Agenda Item: Consent Calendar*

---

**Recommendation:** Staff recommends continuation of a partnership with Boot Hill Museum in the form of funding for shared billboard advertisements for Dodge City. The billboard advertisements are located in 13 areas throughout Kansas in 13 areas at a cost of \$11,265.00.

**Background:** In the mid 1990, a partnership of shared space on 13 billboards was established by the CVB and Boot Hill Museum. An image that mirrors the ad campaign, visitors guides, hospitality program materials, and promotional items has been chosen to represent this partnership. The billboards are an important part of the overall promotional and wayfinding signage for Dodge City tourism.

**Justification:** Currently the partnership between Boot Hill and the CVB, has served to help us stretch our budget, and allowed us to advertise Dodge City at the 13 locations, at one half of the price it would cost us if we did not have the partnership established.

**Financial Considerations:** I have included the \$11,265.00 expense into the 2009 budget, and the 2010 marketing plan, and currently have funds to support this partnership.

**Purpose/Mission:** The inclusion of this advertising supports the mission of the CVB in the pursuit to promote and market Dodge City and the area's resources, attractions, and assets to prospective tourists.

**Legal Considerations:** All legal matters concerning contracts and agreements will be handled by Boot Hill Museum.

**Attachments:** I am including a letter of request from Lara Brehm, Boot Hill Museum Director.

Supporting documents available upon request

## BOOT HILL MUSEUM

Front Street  
Dodge City, Kansas 67801  
(620) 227-8188  
www.boothill.org



December 3, 2009

Jan Stevens  
Dodge City Convention and Visitors Bureau  
400 W. Wyatt Earp  
P.O. Box 1474  
Dodge City, KS 67801

Dear Jan,

Boot Hill Museum and the Convention and Visitors Bureau have a long time agreement to share costs on four billboards with Luminous Neon, Inc. and ten billboards with Lamar. Boot Hill Museum requests payment for 50% of billboard expense for the calendar year 2009.

Enclosed are copies of all invoices paid by the museum along with a credit memo for down time on two billboards furnished by Lamar. The total amount paid by the museum was \$22,530 bring the total due from the CVB to \$11,265.

Boot Hill Museum appreciates the opportunity to partner with the Convention and Visitors Bureau on the billboard projects. We hope to continue in the years to come.

Sincerely,

Lara Brehm  
Executive Director



*"Relive the Legend"*

## Billboards Coop with Boot Hill Museum

### Lamar Companies

*I-70 mm 232 near Ellsworth #10167	\$190/month	2280
*I-70 mm124 west of Wakeeney #30029	\$160/month	1920
I-70 mm 136 east of Wakeeney #30040	\$160/month	1920
*I-70 mm 85 west of Salina #40119	\$160/month	1920
Hwy 54 mm 201 east of Goddard #30066	\$165/month	1980
US 54 mm 59 near Fowler #40036	\$80/month	960
US 283 South of Ness City #40220	\$80/month	960
Hwy 50 mm159 east of Kinsley #40029	\$80/month	960
Hwy 56 mm 162 east of Kinsley #50073	\$80/month	<u>960</u>
Total		13,860

### **CVB Share 50%**

6,930

### **Additional Charges**

Vinyl	\$ 504
Vinyl	\$ 720
Total	1,224

### **CVB Share 50%**

612

Credit on damaged board	\$1,110
Total	

### **CVB Share 50%**

[ 555 ]

### **Total**

**6,987**

### Luminous Neon, Inc.

Hwy 54 mm 57 -3 miles E – Fowler #7133	\$48/month	576
*W Hwy 50 mm 111 Howell #49820	\$280/month	3360

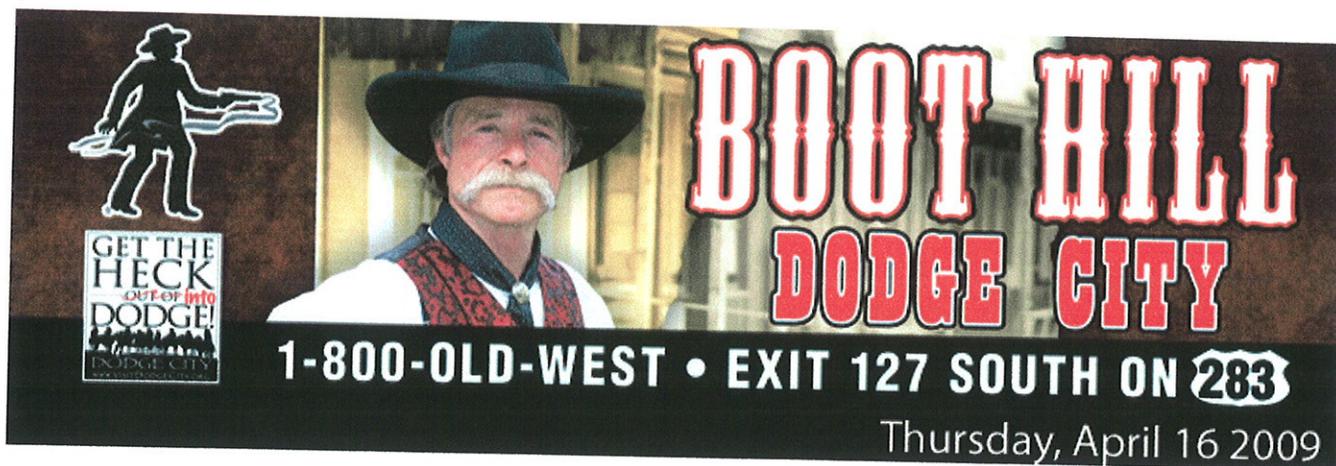
\*US 50 mm 127 -8 miles E, Wright #7166 \$170.00/month 2040

Hwy 54 mm 100 near Mullinville #26910 \$215/month 2580

Total 8,556

**CVB Share 50% 4,278**

**TOTAL to Boot Hill \$11,265.00**



**GET THE HECK OUT OF INTO DODGE!**

**BOOT HILL  
DODGE CITY**

**1-800-OLD-WEST • EXIT 127 SOUTH ON 283**

Thursday, April 16 2009



# Memorandum

To :Ken Strobel  
City Manager  
From: Joseph F. Finley, P.E.  
Director of Engineering Services  
Date: December 7, 2009  
Subject: Boundary Ordinance Describing the City Limits of Dodge City  
Agenda Item: Ordinances and Resolutions

---

**Recommendation:** Approval of Boundary Resolution

**Background:** Each year the City must adjust the boundary ordinance that describes the City limits of the City to account for any additional land that has been annexed in the past year. Since the adoption of the last boundary ordinance, three (3) properties have been annexed. The new properties are the Rost Property, the Rebein/Goodnight Property and the Gunsmoke LLC Development.

**Justification:** Additional land has been annexed by the City and the City is required by KSA 12-517 to adjust the City's boundary by resolution.

**Financial Considerations:** Publishing costs

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

**Legal Considerations:** The City is obligated under state statute to update the boundary of the City by the last day of December.

**Attachments:** Boundary Resolution and map showing properties

RESOLUTION NO. 2009-27

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

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

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

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

(A) Beginning at a point on the south line of Military Avenue, in Riverview Addition, and the east line of Section 25, Township 26 South, Range 25 West of the 6th P.M.; thence East along the south line of said Military Avenue to the northeast corner of Shuman Tracts; thence South along the east line of Shuman Tracts to the southeast corner of Tract 7, Shuman Tracts; thence East and perpendicular to the east line of said Tract 7 to a point on the east right-of-way line of the Landfill Road; thence South along the east right-of-way line of the Landfill Road to a point that intersects the north right-of-way line of Wyatt Earp Blvd; thence East along the north right-of-way line of said Wyatt Earp Blvd to a point that intersects the northerly extension of the east right-of-way line of U.S. Highway 400; thence South along the extended east right-of-way line of U.S. Highway 400 to a point on the south line of Section 29; thence West along the south line of Section 29 to the west right-of-way line of U.S. Highway 400 Overpass; thence South along the west line of the U.S. Highway 400 Overpass to the south right-of-way line of the A.T. & S.F. Railroad; thence Southeasterly along the south right-of-way line of said A.T. & S.F. Railroad for a distance of 1904.07 feet; thence North along the right-of-way line of said A.T. & S.F. Railroad for a distance of 50.00 feet; thence Southeasterly along the south right-of-way line of said A.T. & S.F. Railroad for a distance of 250.45 feet; thence South to a point that is 360.00 feet North of the north right-of-way line of U.S. Highway 400; thence Southeasterly and parallel to the north right-of-way line of said U.S. Highway 400 to a point on the west line of Tract 15 of Wilkinson Place No. 2; thence South along the west line of said Tract 15 of Wilkinson Place No. 2 to a point that is 205.00 feet North of the north right-of-way line of U.S. Highway 400; thence Southeasterly and parallel to the north right-of-way line of said U.S. Highway 400 to a point on the east line of Tract 17 of said Wilkinson Place No. 2; thence South along the east line of said Tract 17 of Wilkinson Place No. 2 to the south right-of-way line of said U.S. Highway 400; thence Southeasterly along the south right-

of-way line of said U.S. Highway 400 to the east line of the west half of Tract 14 of Wilkinson Place No. 1; thence South along the east line of the west half of Tract 14 of Wilkinson Place No. 1 to the southeast corner thereof; thence West along the south line of said Tract 14 and continuing to the southwest corner of Tract 9 of Wilkinson Place No. 1; thence North along the west line of said Tract 9 to the south right-of-way line of U.S. Highway 400; thence Northwesterly along the south right-of-way line of said U.S. Highway 400 to a point that is 770.45 feet East of the west line of Section 32, Township 26 South, Range 24 West, thence South for a distance of 200.00 feet; thence West for a distance of 140.00 feet; thence North for a distance of 252.81 feet to the south right-of-way line of U.S. Highway 400; thence Northwesterly along the south right-of-way line of said U.S. Highway 400 to a point on the west line of said Section 32; thence South along the west line of said Section 32 for a distance of 709.40 feet; thence East along the north line of Lot 1, Block 2 of Gladden Addition No.2 to the northeast corner thereof; thence South along the east line of said Lot 1, Block 2 to the southeast corner thereof; thence West along the south line of Lot 1, Block 2 and Lot 1, Block 1 of Gladdens Addition No. 2 to the southwest corner thereof; thence North along the west line of said Lot 1, Block 1 of Gladdens Addition No. 2 to the northwest corner thereof; thence East along the north line of said Lot 1, Block 1 to a point that is 20.00 feet West of the west line of Section 32, Township 26 South, Range 24 West; thence North along a line 20.00 feet West and parallel to the west line of said Section 32 to a point on the south right-of-way line of West Trail Street; thence Northwesterly along the south right-of-way line of said West Trail Street for a distance of 806.75 feet; thence South for a distance of 920.00 feet; thence West for a distance of 560.00 feet to the east line of McCaustland Place; thence South along the east line of said McCaustland Place to the southeast corner thereof; thence West along the south line of said McCaustland Place to a point on the east line of the northeast drain of the Dodge City Flood Control Project; thence South along the east line of said northeast drain a distance of 1,601.50 feet; thence Southeasterly along a line having a deflection angle of 54 degrees 13 minutes a distance of 424.98 feet to the west line of McCaustland Road No. 2; thence South along the west line of said McCaustland Road No. 2 for a distance of 150 feet to the north bank of the Arkansas River; thence Northwesterly along the north bank of the Arkansas River to a point on the east line of Section 36, Township 26 South, Range 25 West of the 6th P.M.; thence South along the east line of said Section 36 to the southeast corner thereof; thence West along the south line of said Section 36 to the west line of Minneola Road; thence South along the west line of said Minneola Road to a point that is approximately 1314 feet North of the south line of Section 2; thence West and parallel to the south line of said Section 2 to a point that is 748.70 feet West of the west line of South Second Avenue; thence Northwesterly and parallel to the west line of said South Second Avenue for a distance of 1265.60 feet; thence North for a distance of 200 feet to the East-West half section line of Section 2; thence West along the said half section line of Section 2 to the east line of Veeann Avenue; thence

South along the east line of said Veeann Avenue to the south line of Merrit Road; thence West along the south line of said Merrit Road to the west line of Section 2 and the east line of Section 3, Township 27 South, Range 25 West; thence South along the east line of said Section 3 to the north right-of-way line of U.S. Highway 56; thence West along said north right-of-way line of U.S. Highway 56 to the east right-of-way line of Road 109; thence North along said east right-of-way line of Road 109 to the southerly right-of-way line of McArtor Road; thence Northeasterly along said southerly right-of-way line of McArtor Road to the north line of the south half of Section 3, Township 27 South, Rang 25 West; thence East along the north line of the south half of said Section 3 to the center corner thereof; thence North along the west line of the northeast quarter of said Section 3 to a point on the north right-of-way line of the Atchison, Topeka & Santa Fe Railroad; thence Southwesterly along the north right-of-way of said Atchison, Topeka and Santa Fe Railroad to the west line of Lewis Addition No. 2; thence North along the west line of said Lewis Addition No. 2 to the south line of Section 34; thence West along the south line of said Section 34 to the west line of June Avenue; thence North along the west line of said June Avenue to the north line of Boley Morgison Addition; thence East along the north line of said Boley Morgison Addition to the northeast corner thereof; thence North along the half section line of Section 34 a distance of 432 feet; thence East parallel with the south line of said Section 34 a distance of 1,676 feet; thence South parallel with the said half section line to the north line of Beeson Road; thence East along the north line of said Beeson Road to the west line of Sunset Tracts; thence North along the west line of said Sunset Tracts to the northwest corner thereof; thence Northeasterly along the south bank along the Arkansas River to the extended east line of Tract 15 and Tract 88 of Westview Place No. 1; thence North along the extended east line of said Tract 15 and Tract 88 of Westview Place No. 1 to the northeast corner of said Tract 15; thence West along the north line of said Westview Place No. 1 to the east line of Moncrief Place No. 2; thence South along the east line of said Moncrief Place No. 2 to the southeast corner thereof; thence West along the south line of said Moncrief Place No. 2 to the southwest corner thereof; thence North along the west line of said Moncrief Place No. 2 to the south line of West Park Street; thence East along the south line of said Park Street to a point on the east line of Matt Down Lane; thence North along the east line of said Matt Down Lane to a point intersecting the extended south line of Division Street; thence West along the south line of said Division Street to the northeast corner of Lot 20, Block 1 of Glenridge Estates; thence South along the east line of Block 1 of said Glenridge Estates to the south line of the Access Road; thence Westerly along the south line of said Access Road and parallel to the south line of Block 1 of Glenridge Estates for a distance of 287.20 feet; thence Westerly along the south line of said Access Road and parallel to the south line of Block 3 of Glenridge Estates for a distance of 319.90 feet; thence North for a distance of 45.00 feet; thence Westerly and parallel to the south line of said Block 3 to a point on the extended west line of said Block 3; thence North along the west line

of said Block 3 and Block 7 of Glenridge Estates to the northwest corner of Lot 36, Block 7 of said Glenridge Estates; thence East along the north line of said Block 7 to the northeast corner of Lot 29 of said Block 7; thence South along the east line of said Block 7 to the northeast corner of Lot 22 of said Block 7; thence East along the north line of said Block 7 to the east line of Matt Down Lane; thence North along the east line of said Matt Down Lane to a point on the south line of U.S. Highway 50; thence Northeasterly along the south line of said U.S. Highway 50 to a point intersecting the east-west half section line of Section 22; thence East along the half section line of said Section 22 for a distance of 110.0 feet to the northeast corner of Lot 3, Block 1, J.S. & L. Subdivision; thence North 73 degrees 7 minutes 19 seconds east for a distance of 204.45 feet; thence South 89 degrees 53 minutes 58 seconds east for a distance of 196.02 feet to the northeast corner of Lot 1, Block 1, of said J.S. & L. Subdivision; thence South 5 degrees 47 minutes 43 seconds west for a distance of 60 feet to a point on the east-west half section line of said Section 22; thence East along the half section line of said Section 22 to the center thereof; thence North along the north-south half section line of Section 22 to the South Quarter corner of Section 15; thence West along the south section line of said Section 15 to the Southwest corner thereof; thence North along the west section line of said Section 15 to the West Quarter corner thereof; thence East along the east-west half section line of said Section 15 to a point 160 feet east of the Southwest corner of the Northeast Quarter of said Section 15; thence North 30 feet to the extended north line of Ross Blvd.; thence East along the north line of said Ross Blvd. to the west line of the Northeast Quarter of said Section 15; thence continuing East along said north line of Ross Blvd. for a distance of 627.40 feet; thence North 40 feet; thence East 40 feet parallel to the north line of said Ross Blvd.; thence South 40 feet to the north line of said Ross Blvd. thence East along the north line of said Ross Blvd. to the west line of the Southeast Quarter of the Northeast Quarter of said Section 15; thence North along the west line of said Southeast Quarter of the Northeast Quarter of Section 15 to the northwest corner thereof; thence East along the north line of said Southeast Quarter of the Northeast Quarter of Section 15 to the east section line thereof; thence South along the east section line of Section 15 to a point 40 feet north of the West Quarter corner of Section 14, Township 26 South, Range 25 West, said point being the north line of Ross Blvd.; thence East along the north line of said Ross Blvd. to a point 160 feet west of the west line of the east half of the Northwest quarter of said Section 14; thence North 60 feet parallel to said west line of the east half of the Northwest quarter of said Section 14; thence East 160 to a point on said west line of the east half of the Northwest Quarter of said Section 14, said point being 100 north of the Southwest Corner thereof; thence North along the west line of said east half of the Northwest Quarter of Section 14 to the Northwest Corner thereof; thence West along the north line of said Section 14 to the southwest corner of the west half of section 11, Township 26 South, Range 25 West; thence North along the west line of the west half of said Section 11 to the northwest corner thereof;

thence East along the north line of the west half of said Section 11 to the northeast corner thereof; South along the east line of the west half of said Section 11 to the southeast corner thereof said corner being the north quarter corner of Section 14, Township 26 South, Range 25 West; thence East along the north line of said Section 14 to the northeast corner thereof; thence South along the east line of said Section 14 to the extended north line of Canterbury Road; thence East along the north line of said Canterbury Road to the west line of Joel Avenue; thence North along the west line of said Joel Avenue to the north line of William Street; thence East along the north line of said William Street to a point on the extended east line of the alley in Block 5, Kliesen Subdivision; thence South along the east line of said alley to a point on the south line of Anna Avenue; thence West along the south line of said Anna Avenue to the northeast corner of Lot 3, Block 6, Kliesen Subdivision; thence South along the east line of said Lot 3 to a point on the south line of the alley in Block 6, Kliesen Subdivision; thence West along the south line of said alley to the northeast corner of Lot 2, Block 7, Kliesen Hills Subdivision; thence South along the east line of said Lot 2 to the southeast corner thereof; thence East along the north line of Ross Boulevard to a point on the extended east line of Lot 11, Block 6, Kliesen Hills Subdivision; thence South along the said east line of Lot 11 to the southeast corner thereof; thence South along the extended east line of Lots 1 through 8, Block 6, Kliesen Hills Subdivision to a point on the south line of Saint Joseph Street; thence West along the said south line of Saint Joseph Street extended to the west line of Section 13, Township 26 South, Range 25 West, being the center of Avenue "A"; thence South along the said west line of Section 13 to a point 643.5 feet north of the extended north line of Lot 10, Block 14, Kliesen Subdivision; thence East parallel with the north line of said Lot 10 for a distance of 511.5 feet; thence South parallel with the west line of said Lot 10 for a distance of 643.5 feet to a point on the north line of said Lot 10; thence East along the north line of said Lot 10 to the northeast corner thereof; thence South along the east line of said Lot 10 extended to the south line of U.S. Highway 50; thence East along the south line of U.S. Highway 50 to the east line of Section 24; thence South along the east line of said Section 24 to the point of beginning.

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

From the southwest corner, Section 33, Township 26 South, Range 24 West of the 6th P.M. and the northwest corner, Section 4, Township 27 South, Range 24 West of the 6th P.M.; thence Easterly 1,190 feet to a point "A" which is a point on a west building line. Point "A" will be the starting point of this building description; thence Southerly from point "A" along a west line 30 feet to point "B" of said building; thence Easterly along a south line, 270 feet to point "C" of said building; thence along an east line, Northerly 20 feet to a point "D" of said building; thence along a south line Easterly 400 feet to point "E" of said building; thence along an east line Northerly 50 feet to point "F" of said building; thence Westerly

along a north line 275 feet to point "G" of said building; thence Northerly along an east line 15 feet to point "H" of said building; thence Westerly along a north line 48 feet to point "I" of said building; thence Northerly along an east line 35 feet to point "J" of said building; thence Easterly along a south line 25 feet to point "K" of said building; thence Northerly along an east line 35 feet to point "L" of said building; thence Westerly along a north line 23 feet to a point "M" of said building; thence Northerly along an east line 20 feet to point "N" of said building; thence Easterly along a south line 80 feet to point "O" of said building; thence Northerly along an east line 20 feet to point "P" of said building; thence Westerly along a north line 90 feet to point "Q" of said building; thence Northerly along an east line 60 feet to point "R" of said building; thence Westerly along a north line 95 feet to point "S" of said building; thence Northerly along an east line 30 feet to point "T" of said building; thence Westerly along a north line 40 feet to point "U" of said building; thence Northerly along an east line 33 feet to point "V" of said building; thence Westerly along a north line 390 feet to point "W" of said building; thence Southerly along a west line 170 feet to point "X" of said building; thence Easterly along a south line 170 feet to point "Y" of said building; thence Southerly along a west line 113 feet to point "A" of said building.

Excel Secondary Plant No. 2 described as follows:

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

(C) Part of the east half of Section 21, Township 26 South, Range 24 West and part of the west half of Section 22, Township 26 South, Range 24 West, Ford County, Kansas, referred to as Chaffin Industrial Park, more fully described as follows:  
Commencing at the southwest corner of the southeast quarter of Section 21, Township 26 South, Range 24 West, Ford County, Kansas; thence North 0 degrees 50 minutes East along the west boundary line of the southeast quarter of said Section 21 for 102.85 feet to a point of beginning, said point being at the intersection of the

north right-of-way of the Atchinson, Topeka and Santa Fe Railway with the east right-of-way line of U.S. Hwy 50; thence continuing North 0 degrees 50 minutes East along the west boundary line of the southeast quarter of said Section 21 for 110.88 feet; thence North 31 degrees 57 minutes East along the east right-of-way line of said U.S. Hwy 50 for 4,378.95 feet; thence North 33 degrees 10 minutes East along the east right-of-way line of said U.S. Hwy 50 for 295 feet; thence Northeasterly along a curve to the right having a radius of 2,292.01 feet along the south right-of-way line of said U.S. Hwy 50 for 1,722.53 feet; thence South 0 degrees 38 minutes East for 3,594.2 feet to a point on the north right-of-way line to the Atchinson, Topeka and Santa Fe Railway; thence South 77 degrees 11 minutes West along the north right-of-way line of said Atchinson, Topeka and Santa Fe Railway for 2,510.63 feet; thence North 12 degrees 49 minutes West for 25 feet; thence South 77 degrees 11 minutes West for 15.6 feet; thence along a curve to the left having a radius of 2,694.93 feet along the north right-of-way line of said Atchinson, Topeka and Santa Fe Railway for 1,722.6 feet to the point of beginning, containing 194.28 acres.

AND

Commencing at the southwest corner of the southeast quarter of Section 21, Township 26 South, Range 24 West, Ford County, Kansas; thence East 90 degrees along the south boundary line of the southeast quarter of said Section 21 for 174.87 feet to a point of beginning, said point being on the south right-of-way line of the Atchinson, Topeka and Santa Fe Railway; thence continuing East 90 degrees along the south boundary line of the southeast quarter of said Section 21 for 1,170.62 feet to a point on right-of-way; thence Northeasterly on a curve to the right having a radius of 8,594.42 feet along the center line of the abandoned Atchinson, Topeka and Santa Fe Railway right-of-way for 1,542.0 feet to a point on the east boundary line of the southeast quarter of said Section 21, said point being 883.0 feet North of the southeast corner of the southeast quarter of said Section 21; thence North 0 degrees 26 minutes East along the east boundary line of the southeast quarter of said Section 21 for 230.15 feet to a point on the south right-of-way line of said Atchinson, Topeka and Santa Fe Railway; thence South 77 degrees 11 minutes West along the south right-of-way line of said Atchinson, Topeka and Santa Fe Railway for 1,130.42 feet; thence South 12 degrees 49 minutes East for 25 feet; thence South 77 degrees 11 minutes West for 15.6 feet; thence along a curve to the left having a radius of 2,764.93 feet along the south right-of-way line of said Atchinson, Topeka and Santa Fe Railway for 1,164.4 feet to the point of beginning, containing 25.63 acres.

Lot 7, Section 28, Township 26 South, Range 24 West, Ford County, Kansas, except railroad right-of-way, more fully described as follows:

Commencing at the northwest corner of Lot 7, Section 28, Township 26 South, Range 24 West, Ford County, Kansas; thence East

90 degrees along the north boundary line of said Lot 7 for 134.33 feet to a point of beginning, said point being on the present south right-of-way line of the Atchinson, Topeka and Santa Fe Railway; thence continuing East 90 degrees along the north boundary line of said Lot 7 for 1,170.62 feet to a point on the centerline of an abandoned Atchinson, Topeka and Santa Fe Railway right-of-way; thence Southwesterly on a curve to the left having a radius of 8,594.42 feet along the centerline of said abandoned Atchinson, Topeka and Santa Fe Railway right-of-way for 395.1 feet to a point on the south boundary line of said Lot 7; thence North 89 degrees 56 minutes West along the south boundary line of said Lot 7 for 1,043.7 feet to the southwest corner of said Lot 7; thence North 0 degrees 50 minutes East along the west boundary line of said Lot 7 for 59.7 feet to a point on the present south right-of-way of the Atchinson, Topeka and Santa Fe Railway; thence Northeasterly along a curve to the right, having a radius of 2,964.93 feet for 263.5 feet to the point of beginning, containing 6.63 acres, more or less.

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

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

(E) A tract of land being part of Sections 20, 21, 28 and 29, Township 26 South, Range 24 West of the 6th P.M., Ford County, Kansas, referred to as the Dodge City Municipal Airport, more fully described as follows:

Commencing at the northeast corner of Section 29; thence South 0 degrees 12 minutes 04 seconds West along the east line of Section 29 for 894.76 feet to the point of beginning; thence continuing South 0 degrees 12 minutes 04 seconds West along said east line of Section 29 for 1,060.53 feet; thence South 26 degrees 10 minutes 18 seconds East, parallel with and 750 feet easterly of the centerline of Runway 14-32 to the northerly right-of-way line of US Highway 50 Business; thence Westerly along said northerly right-of-way line of US Highway 50 Business to a point on the west line of the east half of Section 29; thence North 0 degrees 00 minutes 41 seconds West along said west line of the east half of Section 29 to the North Quarter Corner of Section 29; thence North 0 degrees 14

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

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

Commencing at the northeast corner of the Southeast Quarter of said Section 21; thence on an assumed bearing of North 89 degrees 39 minutes 54 seconds West along the north line of the Southeast Quarter of said Section 21 for a distance of 222.21 feet to the Northwesternly right of way line of U.S. Highway 50; thence South 34 degrees 50 minutes 32 seconds West along said right of way for a distance of 402.92 feet to the Point of Beginning; thence South 26 degrees 58 minutes 43 seconds East along said right of way line for a distance of 158.82 feet; thence South 34 degrees 50 minutes 32 seconds West along said right of way line for a distance of 6,241 feet more or less, to the Northeast corner of a tract recorded in the Ford County Register of Deeds, Book 176, page 274; thence West

along the North line of two tracts described in the Ford County Register of Deeds Book 176, page 274 and Book 188, page 563, a distance of 807.95 to a point on the East line of a tract described in Ford County Register of Deeds, Book 151, page 233; thence North along the east line of and the projection thereof of said tract a distance of 749.23 feet; thence West a distance of 539.03 to the West line of said section 28, said point being 440 feet north of the West Quarter corner of said section 28; thence North along the west line of said Section 28 a distance of 1,784.58 feet; thence East parallel to the north line of said Section 28 a distance of 417.59 feet; thence North parallel to the west line of said Section 28 a distance of 417.42 to the north line thereof; thence West along the north line of said Section 28 to the northwest corner thereof; thence North along the west line of Section 21 to the West Quarter corner of said Section 21; thence South 89 degrees 39 minutes 54 seconds East along the east-west half section line of said Section 21 to a point 1,332.5 feet west of the East Quarter corner of said Section 21; thence South 0 degrees 20 minutes 06 seconds West a distance of 80 feet; thence South 55 degrees 09 minutes 28 seconds East a distance of 869.61; thence North 34 degrees 50 minutes 32 seconds East a distance of 292.00 feet to the point of beginning.

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

Adopted by the Governing Body of the City of Dodge City

this \_\_\_\_\_<sup>h</sup> day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Rick Sowers, Mayor

ATTEST:

\_\_\_\_\_  
Nannette Pogue, City Clerk



## *Memorandum*

*To: Ken Strobel, City Manager  
Cherise Tieben, Assistant City Manager*

*From: Nannette Pogue*

*Date: December 3, 2009*

*Subject: Resolution No. 2009-28*

*Agenda Item: Ordinances and Resolutions*

---

**Recommendation:** Approve Resolution No. 2009-28

**Background:** The 14<sup>th</sup> Street Bridge Project has been approved by the City Commission and part of the ARRA money from the federal government. The City needs to formally authorize that project by Resolution so that we can issue financing to fund it. Also, we do not have quite enough funding to see us through the 14<sup>th</sup> Street and Wyatt Earp projects. We are short approximately \$1,160,000 to pay outstanding encumbrances for those two projects. We are in limbo with the State of Kansas on an \$800,000 earmark passed down from the federal government. The City of Dodge City signed an agreement with the State of Kansas for the construction of Wyatt Earp, which included this \$800,000, but the State had it earmarked for another City project. At this time I am confident we will receive the \$800,000 from the State of Kansas, but in addition to that, will still need an additional \$360,000 to complete the funding of those projects. Resolution No. 2009-28 authorizes an additional \$360,000 for the Wyatt Earp Project. Resolution No. 2009-28 is presented as a supplement to Resolution No. 2007-11 and shows increased funding for Wyatt Earp and adds the 14<sup>th</sup> Bridge Project to the authorized projects.

**Justification:** The resolution is necessary to formally authorize the projects so that we can obtain the financing.

**Financial Considerations:** We will be issuing General Obligation Notes to temporarily finance these projects. When we issue General Obligation Bonds in 2010 for Street Improvements, this portion of the notes will be paid off and refinanced by bonds. Those will most likely be paid back over a 10 year period.

**Purpose/Mission:** On-going improvement of infrastructure

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

**Attachments:** Resolution No. 2009-28

**RESOLUTION NO. 2009-28**

**A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 2007-11 OF THE CITY OF DODGE CITY, KANSAS, WHICH AUTHORIZED THE IMPROVEMENT OR REIMPROVEMENT OF CERTAIN MAIN TRAFFICWAYS WITHIN THE CITY OF DODGE CITY, KANSAS; AND PROVIDED FOR THE PAYMENT OF THE COSTS THEREOF.**

**WHEREAS**, K.S.A. 12-687 provides that the governing body of any city shall have the power to improve or reimprove or cause to be improved or reimproved, any main trafficway or trafficway connection designated and established under the provisions of K.S.A. 12-685 *et seq.* (the "Act"), and such improvement or reimprovement may include grading, regrading, curbing, recurbing, guttering, reguttering, paving, repaving, macadamizing, remacadamizing, constructing, reconstructing, opening, widening, extending, rounding corners, straightening, relocating, building any necessary bridges and approaches thereto, viaducts, overpasses, underpasses, culverts and drainage, trafficway illumination, traffic control devices, pedestrian ways, or other improvements or any two or more of such improvements or reimprovements and the acquisition of right-of-way by purchase or condemnation when necessary for any of such purposes; and

**WHEREAS**, the Act provides that all costs of improvements or reimprovements authorized thereunder, including acquisition of right-of-way, engineering costs, and all other costs properly attributable to such projects, shall be paid by the city at large and may be funded, among others, by the issuance of general obligation bonds; and

**WHEREAS**, the governing body of the City of Dodge City, Kansas (the "City"), has heretofore designated certain streets within the City as main trafficways, as provided by and under the authority of the Act; and

**WHEREAS**, the governing body of the City has heretofore by Resolution Nos. 2005-12 and 2007-11 authorized improvements to certain main trafficways (collectively, the "Original Improvements"), as follows:

<u>Project Description</u>	<u>Main Trafficway Designation</u>	<u>Cost Estimate</u>	<u>City Share</u>
Reconstruction of Wyatt Earp Boulevard <sup>1</sup>	Ord. 2563	\$11,500,000	\$8,750,000
Reconstruction of 14th Avenue - Commanche Street to U.S. Highway 50 <sup>2</sup>	Ord. 3016	4,700,000	4,700,000
Reconstruction of 14th Avenue - Ross Boulevard to Iron Road <sup>3</sup>	Ord. 3016	3,000,000	300,000
Reconstruction of 6th Avenue - Ross Boulevard to Plains Street	Ord. 3087	385,000	385,000
Total		\$19,585,000	\$14,135,000

<sup>1</sup>Previously authorized at \$3,750,000 City Share by Resolution No. 2005-12

<sup>2</sup>Previously authorized at \$1,600,000 City Share by Resolution No. 2005-12

<sup>3</sup>Previously authorized by Resolution No. 2005-12

; and

**WHEREAS**, said governing body hereby finds and determines that it is necessary to authorize and provide for an additional main trafficway improvement and to provide for payment of the City's share of the

costs of such improvements and the increased costs of the Original Improvements, as provided by and under the authority of the Act.

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

**Section 1. Amendment.** Sections 1 and 2 of Resolution No. 2007-11 are hereby amended and supplemented to read as follows:

**Section 1. Project Authorization .** It is hereby deemed and declared to be necessary to improve or reimprove the main trafficways hereinafter set forth:

<b>Project Description</b>	<b>Main Trafficway Designation</b>	<b>Cost Estimate</b>	<b>City Share</b>
Reconstruction of Wyatt Earp Boulevard <sup>1</sup>	Ord. 2563	\$11,500,000	<b>\$ 9,110,000</b>
Reconstruction of 14th Avenue – Commanche Street to U.S. Highway 50 <sup>2</sup>	Ord. 3016	4,700,000	4,700,000
Reconstruction of 14th Avenue – Ross Boulevard to Iron Road <sup>3</sup>	Ord. 3016	3,000,000	300,000
Reconstruction of 6th Avenue – Ross Boulevard to Plains Street	Ord. 3087	385,000	385,000
<b>14<sup>th</sup> Avenue Bridge Repair</b>	Ord. 3016	<b>305,000</b>	<b>205,000</b>
Total		<b>\$19,890,000</b>	<b>\$14,700,000</b>

<sup>1</sup>Previously authorized at \$3,750,000 City Share by Resolution No. 2005-12

<sup>2</sup>Previously authorized at \$1,600,000 City Share by Resolution No. 2005-12

<sup>3</sup>Previously authorized by Resolution No. 2005-12

(the "Project") under the authority of the Act, in accordance with plans and specifications therefor prepared or approved by the City Engineer.

**Section 2. Financing Authority.** The City's share of the costs of the Project and associated financing costs shall be payable from the proceeds of general obligation bonds of the City issued under authority of the Act (the "Bonds"). The City has previously issued bonds in the amount of \$14,135,000, plus associated costs of issuance for the Original Improvements. This authorization is for increased City's share of the Projects, as bolded in the above table, plus associated financing costs.

**Section 2. Repealer; Ratification.** Sections 1 and 2 of Resolution No. 2007-11 Resolution are hereby repealed; and the rest and remainder thereof are hereby ratified and confirmed.

**Section 3. Effective Date.** This Resolution shall take effect and be in full force from and after its adoption by the governing body of the City.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

**ADOPTED AND APPROVED** by the governing body of the City of Dodge City, Kansas, on December 7, 2009.

(Seal)

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

**CERTIFICATE**

I, hereby certify that the above and foregoing is a true and correct copy of the Resolution No. 2009-\_\_ of the City of Dodge City, Kansas adopted by the governing body on December 7, 2009 as the same appears of record in my office.

DATED: December 7, 2009.

\_\_\_\_\_  
Clerk

## *Memorandum*

*To: Ken Strobel, City Manager  
Cherise Tieben, Assistant City Manager*

*From: Nannette Pogue*

*Date: December 3, 2009*

*Subject: Resolution No. 2009-29*

*Agenda Item: Ordinances and Resolutions*

---

**Recommendation:** Approve Resolution No. 2009-29

**Background:** The City authorized \$565,000 in street improvements by Resolution No. 2009-28 and previously authorized Water Improvements in the amount of \$10,539,000. The City is ready to develop 4 water wells in the amount of approximate \$2,750,000. In order to fund these two projects, it is necessary to issue financing. We will issue temporary notes at this time. The notes are in the amount of \$3,315,000 and will mature September, 2012. We can call the notes anytime after September 2010. Currently, the plans are to issue General Obligation Bonds for the street portion of the project, sometime in 2010. We have already issued some temporary notes to purchase water rights. Once all of the water improvements have been completed, then we will refinance the notes with either General Obligation Bonds or Revenue Bonds.

**Justification:** The resolution is necessary to formally issue \$3,315,000 in General Obligation Notes

**Financial Considerations:** Interest will be due in March and September of each year beginning in 2010. The true interest cost on these notes will not exceed 2.5%

**Purpose/Mission:** On-going improvement of infrastructure

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

**Attachments:** Resolution No. 2009-29 and the Note Purchase Agreement to be signed by the Mayor and City Clerk

**RESOLUTION NO. 2009-[29]**

**OF**

**THE CITY OF DODGE CITY, KANSAS**

**ADOPTED**

**DECEMBER 7, 2009**

**GENERAL OBLIGATION TEMPORARY NOTES  
SERIES 2009-1**

---

**RESOLUTION**

**TABLE OF CONTENTS**

**ARTICLE I**

**DEFINITIONS**

Section 101. Definitions of Words and Terms. .... 2

**ARTICLE II**

**AUTHORIZATION AND DETAILS OF THE NOTES**

Section 201. Authorization of the Notes..... 8  
Section 202. Description of the Notes. .... 9  
Section 203. Designation of Paying Agent and Note Registrar..... 9  
Section 204. Method and Place of Payment of the Notes..... 9  
Section 205. Payments Due on Saturdays, Sundays and Holidays..... 10  
Section 206. Registration, Transfer and Exchange of Notes. .... 10  
Section 207. Execution, Registration, Authentication and Delivery of Notes..... 11  
Section 208. Mutilated, Lost, Stolen or Destroyed Notes..... 12  
Section 209. Cancellation and Destruction of Notes Upon Payment. .... 12  
Section 210. Book-Entry Notes; Securities Depository..... 12  
Section 211. Nonpresentment of Notes. .... 13  
Section 212. Preliminary and Final Official Statement. .... 14  
Section 213. Sale of the Notes – Note Purchase Agreement. .... 14

**ARTICLE III**

**REDEMPTION OF NOTES**

Section 301. Redemption by Issuer. .... 14  
Section 302. Selection of Notes to be Redeemed. .... 15  
Section 303. Notice and Effect of Call for Redemption. .... 15

**ARTICLE IV**

**SECURITY FOR NOTES**

Section 401. Security for the Notes. .... 17  
Section 402. Levy and Collection of Annual Tax. .... 17

**ARTICLE V**

**ESTABLISHMENT OF FUNDS AND ACCOUNTS  
DEPOSIT AND APPLICATION OF NOTE PROCEEDS**

Section 501. Creation of Funds and Accounts..... 17  
Section 502. Deposit of Note Proceeds. .... 18  
Section 503. Application of Moneys in the Improvement Fund..... 18

Section 504. Substitution of Improvements; Reallocation of Proceeds.....	18
Section 505. Application of Moneys in Debt Service Account.....	19
Section 506. Application of Moneys in the Rebate Fund.....	19
Section 507. Deposits and Investment of Moneys.....	19
Section 508. Application of Moneys in the Costs of Issuance Account.....	20

**ARTICLE VI**

**DEFAULT AND REMEDIES**

Section 601. Remedies.....	20
Section 602. Limitation on Rights of Owners.....	20
Section 603. Remedies Cumulative.....	21

**ARTICLE VII**

**DEFEASANCE**

Section 701. Defeasance.....	21
------------------------------	----

**ARTICLE VIII**

**TAX COVENANTS**

Section 801. General Covenants.....	22
Section 802. Survival of Covenants.....	22

**ARTICLE IX**

**CONTINUING DISCLOSURE REQUIREMENTS**

Section 901. Disclosure Requirements.....	22
Section 902. Failure to Comply with Continuing Disclosure Requirements.....	22

**ARTICLE X**

**MISCELLANEOUS PROVISIONS**

Section 1001. Annual Audit.....	22
Section 1002. Amendments.....	23
Section 1003. Notices, Consents and Other Instruments by Owners.....	24
Section 1004. Notices.....	24
Section 1005. Electronic Transactions.....	25
Section 1006. Further Authority.....	25
Section 1007. Severability.....	25
Section 1008. Governing Law.....	25
Section 1009. Effective Date.....	25

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

RESOLUTION NO. 2009-29

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2009-1, OF THE CITY OF DODGE CITY, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

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

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

Description	Res. No.	Authority (K.S.A.)	Project Cost*
Various Water Supply System Improvements	2008-10	65-163d <i>et seq.</i>	\$10,539,000
Main Trafficway Improvements	2007-11/ 2009-28	12-685 <i>et seq.</i>	<u>565,000</u>
<i>Total</i>			<i>\$11,104,000</i>

\* Exclusive of interest on interim financing and associated financings costs

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, the Issuer has heretofore issued \$2,265,000 principal amount of General Obligation Temporary Notes, Series 2008-1 (the "Existing Notes"); and

WHEREAS, all aspects of the Improvements will not be completed prior to the maturity date of the Existing Notes and it is necessary for the Issuer to provide cash funds 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; 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 not to exceed \$3,400,000 to pay a portion of the costs of the Improvements.

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

## ARTICLE I

### DEFINITIONS

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

**“Act”** means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, specifically including K.S.A. 10-123, K.S.A. 10-620 *et seq.*, K.S.A. 12-685 *et seq.*, and K.S.A. 65-163d *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 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 proposed or promulgated thereunder of the United States Department of the Treasury.

**“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 2009-1 created pursuant to *Section 501* hereof.

**“Dated Date”** means December 30, 2009.

**“Debt Service Account”** means the Debt Service Account for General Obligation Temporary Notes, Series 2009-1 (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) the obligations are rated in the highest rating category by Moody's (presently “Aaa”) or Standard & Poor's (presently “AAA”).

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

**“Disclosure Instructions”** means the Continuing Disclosure Instructions dated as of the Issue Date, attached to the Issuer's Closing Certificate 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; or

(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 2009-1 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, 2010.

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

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

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

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

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

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

**“Note Purchase Agreement”** means the Note Purchase Agreement dated as of December [ ], 2009, between the Issuer and the Purchaser.

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

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

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

**“Notes”** means the General Obligation Temporary Notes, Series 2009-1, 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

(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

(c) To the Purchaser:

Stifel, Nicolaus & Company, Inc.  
301 N. Main  
Suite 800  
Wichita, Kansas 67202

(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

Standard & Poor's, a division of  
The McGraw-Hill Companies, Inc.  
55 Water Street, 38th Floor  
New York, New York 10004

**“Notice Representative”** means:

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

**“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 **Section 701** 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 or the federal home loan mortgage corporation; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody's or Standard & Poor's; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f), all as may be further restricted or modified by amendments to applicable State law.

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

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

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

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

**“Rebate Fund”** means the Rebate Fund for General Obligation Temporary Notes, Series 2009-1 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 *Section 211* hereof.

**“SEC Rule”** means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as may be amended from time to time.

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

**“Special Record Date”** means the date fixed by the Paying Agent pursuant to *Section 205* hereof for the payment of Defaulted Interest.

**“Standard & Poor's”** means Standard & Poor's Ratings Services, a Division of the McGraw-Hill Companies, 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 *Section 504(a)* 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 2009-1, of the Issuer in the principal amount of \$3,315,000, for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; and (b) pay Costs of Issuance.

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

<u>Stated Maturity</u>	<u>Principal</u>	<u>Annual Rate</u>
<u>September 1</u>	<u>Amount</u>	<u>of Interest</u>
2012	\$3,315,000	[ ]%

The Notes shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in *Section 205* 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 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 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 **Section 304** 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 **Section 205** hereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 211. Nonpresentment of Notes.** If any Note is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Note have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Note shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Note, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part

under this Note Resolution or on, or with respect to, said Note. If any Note is not presented for payment within four (4) years following the date when such Note becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Note, and such Note shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

**Section 212. Preliminary and Final Official Statement.** For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, 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 Rule 15c2-12(b)(1), 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 such Rule.

The final 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 is 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 Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

**Section 213. Sale of the Notes – Note Purchase Agreement.** The Mayor is hereby authorized to execute the Note Purchase Agreement, provided that the sale of the Notes is subject to the following parameters: (a) principal amount not to exceed \$3,400,000; and (b) a true interest cost ("TIC") of not to exceed 2.50%. The Mayor's signature on the Note Purchase Agreement shall be conclusive evidence of the approval thereof. Pursuant to the Note Purchase Agreement, the Issuer agrees to sell the Notes to the Purchaser for the Purchase Price, upon the terms and conditions set forth therein.

## ARTICLE III

### REDEMPTION OF NOTES

#### **Section 301. Redemption by Issuer.**

*Optional Redemption.* At the option of the Issuer, the Notes may be called for redemption and payment prior to their Stated Maturity on September 1, 2010, 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.**

(a) 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 *Section 304* are met.

(b) 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.

(c) 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 the a minimum Authorized Denomination of face value represented by any Note is selected for redemption, then upon notice of intention to redeem such 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 such 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 the a minimum Authorized Denomination of face value called for redemption (and to that extent only).

**Section 303. Notice and Effect of Call for Redemption.** 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 Instructions. 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 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 2009-1;
- (b) Debt Service Account for General Obligation Temporary Notes, Series 2009-1;
- (c) Rebate Fund for General Obligation Temporary Notes, Series 2009-1; and
- (d) Costs of Issuance Account for General Obligation Temporary Notes, Series 2009-1.

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) The sum of \$[ ] 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 *Section 506* hereof.

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 Issuer's Director of Finance (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 Issuer's Director of Finance (or designate) stating that such payment is being made for a purpose within the scope of this Note Resolution.

Upon completion of the Improvements, any surplus remaining in the Improvement Fund shall be deposited in the Debt Service Account.

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

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

(b) The Issuer may reallocate expenditure of Note proceeds among all Improvements financed by the Notes; provided the following conditions are met: (1) the reallocation is approved by the governing body of the Issuer; (2) the reallocation shall not cause the proceeds of the Notes allocated to any Improvement to exceed the Financeable Costs of the Improvement; and (3) the reallocation will not

adversely affect the tax-exempt status of the Notes under State or federal law.

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

## ARTICLE VI

### DEFAULT AND REMEDIES

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

- (a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the Issuer and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Note Resolution or by the Constitution and laws of the State;
- (b) by suit, action or other proceedings in equity or at law to require the Issuer, its officers, agents and employees to account as if they were the trustees of an express trust; and
- (c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Notes.

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

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

## ARTICLE VII

### DEFEASANCE

**Section 701. Defeasance.** When any or all of the Notes, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Note Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Notes or scheduled interest payments thereon so paid and discharged. Notes, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Note Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Notes or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of or Redemption Price of said Notes and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Notes, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Notes, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Note Registrar to give such notice of redemption in compliance with *Section 303(a)* of this Note Resolution. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Notes, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Notes, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Note Resolution.

## ARTICLE VIII

### TAX COVENANTS

**Section 801. General Covenants.** The Issuer covenants and agrees that: it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Notes; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor and 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 Mayor and Clerk are hereby authorized and directed to execute the Disclosure Instructions in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. 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 Instructions, which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

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

## ARTICLE X

### MISCELLANEOUS PROVISIONS

**Section 1001. Annual Audit.** Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. The audit report shall contain a statement regarding the Issuer's compliance with the arbitrage rebate covenants contained in the Federal Tax Certificate and the covenants regarding

continuing disclosure contained in *Section 901* hereof and the Continuing Disclosure Instructions. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk, and a duplicate copy of the audit shall be mailed to the Purchaser. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Notes, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the governing body of the Issuer shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Note Resolution, the Issuer shall promptly cure such deficiency.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

**ADOPTED** by the governing body of the Issuer on December 7, 2009.

(SEAL)

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Note Resolution adopted by the governing body on December 7, 2009, as the same appears of record in my office.

DATED: December 7, 2009.

\_\_\_\_\_  
Clerk

**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 2009-1**

<b>Interest</b>	<b>Maturity</b>	<b>Dated</b>	<b>CUSIP:</b>
<b>Rate:</b>	<b>Date:</b>	<b>Date: December 30, 2009</b>	

**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, 2010 (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.

**ADDITIONAL PROVISIONS OF THIS NOTE ARE CONTINUED ON THE REVERSE HEREOF AND SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.**

**Authentication.** This Note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the hereinafter defined 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 or facsimile signature of its Mayor and attested by the manual or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

**CITY OF DODGE CITY, KANSAS**

(Facsimile Seal)

\_\_\_\_\_ (manual or facsimile)  
Mayor

ATTEST:

By \_\_\_\_\_ (manual or facsimile)  
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.

(Facsimile Seal)

\_\_\_\_\_ (manual or facsimile)  
Clerk

---

**CERTIFICATE OF AUTHENTICATION AND REGISTRATION**

This Note is one of a series of General Obligation Temporary Notes, Series 2009-1, 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 0130-029-123009-[\_\_\_\_\_]

---

(FORM OF REVERSE SIDE OF NOTE)

**ADDITIONAL PROVISIONS**

**Authorization of Notes.** This Note is one of an authorized series of Notes of the Issuer designated "General Obligation Temporary Notes, Series 2009-1," aggregating the principal amount of \$3,315,000 (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, K.S.A. 12-685 *et seq.*, and K.S.A. 65-163d *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 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 follows:

**Optional Redemption.** At the option of the Issuer, the Notes may be called for redemption and payment prior to their Stated Maturity on September 1, 2010, 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.

**Redemption Denominations.** Whenever the Note Registrar is to select Notes for the purpose of redemption, it shall, in the case of Notes in denominations greater than a minimum Authorized Denomination, if less than all of the Notes then outstanding are to be called for redemption, treat each minimum Authorized Denomination of face value of each such Note as though it were a separate Note in the denomination of a minimum Authorized Denomination.

**Notice of Redemption.** Notice of redemption, unless waived, shall be given by the Issuer to the Purchaser of the Notes and to the Note Registrar in accordance with the Note Resolution. The Issuer shall cause the Note Registrar to notify each Registered Owner at the address maintained on the Note Register, such notice to be given by mailing an official notice of redemption by first class mail at least 30 days prior to the redemption date. Notice of redemption having been given as aforesaid, the Notes or portions of Notes to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Issuer defaults in the payment of the redemption price), such Notes or portions of Notes shall cease to bear interest.

**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.

**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 December 30, 2009.

WITNESS my hand and official seal.

(Facsimile Seal)

\_\_\_\_\_ (facsimile)  
Clerk

---

**CERTIFICATE OF STATE TREASURER**

OFFICE OF THE TREASURER, STATE OF KANSAS

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

WITNESS my hand and official seal.

(Facsimile Seal)

By: \_\_\_\_\_ (facsimile)  
Treasurer of the State of Kansas

**\$3,315,000**  
**CITY OF DODGE CITY, KANSAS**  
**GENERAL OBLIGATION TEMPORARY NOTES**  
**SERIES 2009-1**

December [\_\_\_], 2009

Mayor and  
Governing Body  
City of Dodge City, Kansas

**NOTE PURCHASE AGREEMENT**

On the basis of the representations, warranties and covenants and upon the terms and conditions contained in this Note Purchase Agreement, Stifel, Nicolaus & Company, Inc., Wichita, Kansas (the "Purchaser"), hereby offers to purchase the above-described notes (the "Notes"), to be issued by the City of Dodge City, Kansas (the "Issuer"), under and pursuant to a Resolution adopted by the governing body of the Issuer on December 7, 2009 (the "Note Resolution"). All capitalized terms not specifically defined herein shall have the same meaning as defined in the Note Resolution, unless some other meaning is plainly indicated.

This offer is made subject to acceptance of this Note Purchase Agreement by or on behalf of the governing body of the Issuer on or before 5:00 p.m., applicable Central time, on this date.

**SECTION 1. PURCHASE, SALE AND DELIVERY OF THE NOTES**

On the basis of the representations, warranties and covenants contained herein and in the other agreements and documents referred to herein, and subject to the terms and conditions herein set forth, the Purchaser agrees to purchase from the Issuer and the Issuer agrees to sell to the Purchaser the Notes not later than 12:00 Noon, applicable Central time on December 30, 2009, or such other place, time or date as shall be mutually agreed upon by the Issuer and the Purchaser at the purchase price set forth on *Exhibit A* attached hereto, plus accrued interest from the date of the Notes to the Closing Time. The Notes shall be issued under and secured as provided in the Note Resolution and the Notes shall have the maturities and interest rates as set forth therein and on *Exhibit A* attached hereto which also contains a summary of the redemption provisions of the Notes.

Payment for the Notes shall be made by federal wire transfer or certified or official bank check or draft in immediately available federal funds payable to the order of a financial institution to be designated by the Issuer for the account of the Issuer. Upon such payment, the Notes shall be delivered and released upon the instructions of the Purchaser to The Depository Trust Company, New York, New York. The date of such delivery and payment is herein called the "Closing Date," the hour and date of such delivery and payment is herein called the "Closing Time" and the transactions to be accomplished for delivery of the Notes on the Closing Date shall be herein called the Closing.

The delivery of the Notes shall be made in "book-entry-only" fully registered form duly executed and authenticated and bearing CUSIP numbers (provided neither the printing of a wrong number on any Note nor the failure to print a number thereon shall constitute cause to refuse delivery of any Note);

**\$3,315,000**  
**CITY OF DODGE CITY, KANSAS**  
**GENERAL OBLIGATION TEMPORARY NOTES**  
**SERIES 2009-1**

December [\_\_], 2009

Mayor and  
Governing Body  
City of Dodge City, Kansas

**NOTE PURCHASE AGREEMENT**

On the basis of the representations, warranties and covenants and upon the terms and conditions contained in this Note Purchase Agreement, Stifel, Nicolaus & Company, Inc., Wichita, Kansas (the "Purchaser"), hereby offers to purchase the above-described notes (the "Notes"), to be issued by the City of Dodge City, Kansas (the "Issuer"), under and pursuant to a Resolution adopted by the governing body of the Issuer on December 7, 2009 (the "Note Resolution"). All capitalized terms not specifically defined herein shall have the same meaning as defined in the Note Resolution, unless some other meaning is plainly indicated.

This offer is made subject to acceptance of this Note Purchase Agreement by or on behalf of the governing body of the Issuer on or before 5:00 p.m., applicable Central time, on this date.

**SECTION 1. PURCHASE, SALE AND DELIVERY OF THE NOTES**

On the basis of the representations, warranties and covenants contained herein and in the other agreements and documents referred to herein, and subject to the terms and conditions herein set forth, the Purchaser agrees to purchase from the Issuer and the Issuer agrees to sell to the Purchaser the Notes not later than 12:00 Noon, applicable Central time on December 30, 2009, or such other place, time or date as shall be mutually agreed upon by the Issuer and the Purchaser at the purchase price set forth on *Exhibit A* attached hereto, plus accrued interest from the date of the Notes to the Closing Time. The Notes shall be issued under and secured as provided in the Note Resolution and the Notes shall have the maturities and interest rates as set forth therein and on *Exhibit A* attached hereto which also contains a summary of the redemption provisions of the Notes.

Payment for the Notes shall be made by federal wire transfer or certified or official bank check or draft in immediately available federal funds payable to the order of a financial institution to be designated by the Issuer for the account of the Issuer. Upon such payment, the Notes shall be delivered and released upon the instructions of the Purchaser to The Depository Trust Company, New York, New York. The date of such delivery and payment is herein called the "Closing Date," the hour and date of such delivery and payment is herein called the "Closing Time" and the transactions to be accomplished for delivery of the Notes on the Closing Date shall be herein called the Closing.

The delivery of the Notes shall be made in "book-entry-only" fully registered form duly executed and authenticated and bearing CUSIP numbers (provided neither the printing of a wrong number on any Note nor the failure to print a number thereon shall constitute cause to refuse delivery of any Note);

provided, however, that the Notes may be delivered in temporary form. The Note shall be available at DTC for examination and packaging by the Purchaser at least 24 hours prior to the Closing Time.

The Purchaser agrees to offer the Notes to the public initially at the offering prices or yields set forth in *Exhibit A* attached hereto and incorporated herein by reference, but may subsequently change such offering price; the Purchaser agrees to notify the Issuer of such changes, if such changes occur prior to the Closing Time, but failure so to notify shall not invalidate such changes. The Purchaser may offer and sell the Notes to certain dealers (including dealers depositing the Notes into investment trusts) at prices lower than the public offering prices.

## **SECTION 2. USE OF OFFICIAL STATEMENT**

The Issuer has previously furnished to the Purchaser, the Preliminary Official Statement, dated December 7, 2009, relating to the Notes, including all appendices thereto and maps and pictorial information included therein (the "Preliminary Official Statement"). The Issuer hereby ratifies and confirms the Purchaser's use of the Preliminary Official Statement. The Issuer will cause the Preliminary Official Statement to be amended and supplemented into a final official statement (the "Official Statement"). The Issuer will make available to the Purchaser the Official Statement, and hereby authorizes its use by the Purchaser in connection with the sale of the Notes.

## **SECTION 3. ISSUER'S REPRESENTATIONS AND WARRANTIES**

By the Issuer's acceptance hereof the Issuer hereby represents and warrants to, and agrees with, the Purchaser that:

(a) The Issuer is a municipal corporation duly organized under the laws of the State of Kansas.

(b) The Issuer has complied with all provisions of the Constitution and laws of the State of Kansas and has full power and authority to consummate all transactions contemplated by the Note Resolution and this Note Purchase Agreement, and all other agreements relating thereto.

(c) The Issuer has duly authorized by all necessary action to be taken by the Issuer (1) the adoption and performance of the Note Resolution; (2) the execution, delivery and performance of this Note Purchase Agreement; (3) the approval of the Official Statement; (4) the execution and performance of any and all such other agreements and documents as may be required to be executed, delivered and performed by the Issuer in order to carry out, give effect to and consummate the transactions contemplated by the Note Resolution and this Note Purchase Agreement; and (5) the carrying out, giving effect to and consummation of the transactions contemplated by the Note Resolution and this Note Purchase Agreement. Executed counterparts of the Note Resolution and all such other agreements and documents specified herein will be delivered to the Purchaser by the Issuer at the Closing Time.

(d) The Note Resolution and this Note Purchase Agreement, when executed and delivered by the Issuer, will be the legal, valid and binding obligations of the Issuer enforceable in accordance with their terms, except to the extent that enforcement thereof may be limited by any applicable bankruptcy, reorganization, insolvency, moratorium or other law or laws affecting the enforcement of creditors' rights generally or against entities such as the Issuer and further subject to the availability of equitable remedies.

In case any action shall be brought against one or more of the persons or entities identified in the preceding paragraph and in respect of which indemnity may be sought against the Purchaser, such parties shall promptly notify the Purchaser in writing and the Purchaser shall promptly assume the defense thereof, including the employment of counsel, the payment of all expenses and the right to negotiate and consent to settlement. Any one or more of such parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such party unless employment of such counsel has been specifically authorized by the Purchaser. The Purchaser shall not be liable for any settlement of any such action effected without its consent by any of such parties, but if settled with the consent of the Purchaser or if there be a final judgment for the plaintiff in any such action against the Purchaser or any of such parties, with or without the consent of the Purchaser, the Purchaser agrees to indemnify and hold harmless such parties to the extent provided herein.

## **SECTION 11. MISCELLANEOUS**

(a) This Note Purchase Agreement shall be binding upon the Purchaser, the Issuer, and their respective successors. This Note Purchase Agreement and the terms and provisions hereof are for the sole benefit of only those persons, except that the representations, warranties, indemnities and agreements of the Issuer contained in this Note Purchase Agreement shall also be deemed to be for the benefit of the person or persons, if any, who control the Purchaser within the meaning of Section 15 of the Securities Act of 1933 or Section 20 of the 1934 Act. Nothing in this Note Purchase Agreement is intended or shall be construed to give any person, other than the persons referred to in this Paragraph, any legal or equitable right, remedy or claim under or in respect of this Note Purchase Agreement or any provision contained herein. All of the representations, warranties and agreements of the Issuer contained herein shall remain in full force and effect, regardless of (i) any investigation made by or on behalf of the Purchaser, (ii) delivery of and payment for the Notes or (iii) any termination of this Note Purchase Agreement.

(b) For purposes of this Note Purchase Agreement, "business day" means any day on which the New York Stock Exchange is open for trading.

(c) This Note Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

(d) This Note Purchase Agreement may be executed in one or more counterparts, and if executed in more than one counterpart, the executed counterparts shall together constitute a single instrument.

(e) This Note Purchase Agreement may not be assigned by either party without the express written consent of the other party.

## **SECTION 12. EFFECTIVE DATE**

This Note Purchase Agreement shall become effective upon acceptance hereof by the Issuer.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

*EXHIBIT A*

**\$3,315,000**  
**CITY OF DODGE CITY, KANSAS**  
**GENERAL OBLIGATION TEMPORARY NOTES**  
**SERIES 2009-1**

**CALCULATION OF PURCHASE PRICE**

Principal Amount	\$3,315,000.00
Less Underwriter's Discount	-
Plus Original Issue Premium	-
Less Original Issue Discount	-
<i>Total Purchase Price</i>	

**MATURITY SCHEDULE**

**SERIAL NOTES**

<u>Stated Maturity</u> <u>September 1</u>	<u>Principal</u> <u>Amount</u>	<u>Annual Rate</u> <u>of Interest</u>	<u>Price</u>
2012	\$3,315,000	[ ]%	[ ]%

(Plus accrued interest from December 30, 2009)

**REDEMPTION OF NOTES**

*Optional Redemption.* At the option of the Issuer, Notes or portions thereof will be subject to redemption and payment prior to maturity on September 1, 2010, 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 to the date of redemption.

*EXHIBIT B*

**FORM OF BOND COUNSEL OPINION**

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

[December 30, 2009]

Governing Body  
City of Dodge City, Kansas

Stifel, Nicolaus & Company, Inc.  
Wichita, Kansas

Re: \$3,315,000 General Obligation Temporary Notes, Series 2009-1, of the City of Dodge City, Kansas, Dated December 30, 2009

We have acted as Bond Counsel in connection with the issuance by the City of Dodge City, Kansas (the "Issuer"), of the above-captioned notes (the "Notes"). In this capacity, we have examined the law and the certified proceedings, certifications and other documents that we deem necessary to render this opinion. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the resolution adopted by the governing body of the Issuer prescribing the details of the Notes.

Regarding questions of fact material to our opinion, we have relied on the certified proceedings and other certifications of public officials and others furnished to us without undertaking to verify them by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The Notes have been duly authorized, executed and delivered by the Issuer and are valid and legally binding general obligations of the Issuer.
2. The Notes are payable as to both principal and interest 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 Issuer is required by law to include in its annual tax levy the principal and interest coming due on the Notes to the extent that necessary funds are not provided from other sources.
3. The interest on the Notes [(including any original issue discount properly allocable to an owner of a Note)] is excluded from gross income for federal income tax purposes. Interest on the Notes is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations and is not taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on certain corporations. The opinions set forth in this paragraph are subject to the condition that the Issuer comply with all requirements of the Internal Revenue Code of 1986, as amended (the "Code"), that must be satisfied subsequent to the issuance of the Notes in order to preserve the exclusion of the interest on the Notes from gross income for federal income tax purposes. The Issuer has covenanted to comply with all of these requirements. Failure to comply

with certain of these requirements may cause interest on the Notes to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Notes. The Notes have **not** been designated as "qualified tax-exempt obligations" for purposes of Section 265(b) of the Code. We express no opinion regarding other federal tax consequences arising with respect to the Notes.

4. The interest on the Notes is excluded from computation of Kansas adjusted gross income.

We express no opinion regarding the accuracy, completeness or sufficiency of the Official Statement or other offering material relating to the Notes (except to the extent, if any, stated in the Official Statement). Further, we express no opinion regarding tax consequences arising with respect to the Notes other than as expressly set forth in this opinion.

The rights of the owners of the Notes and the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and by equitable principles, whether considered at law or in equity.

This opinion is given as of its date, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may come to our attention or any changes in law that may occur after the date of this opinion.

**GILMORE & BELL, P.C.**

JLN/GJH:rb

# *Memorandum*

*To: City Commissioners*  
*From: Cherise Tieben, Assistant City Manager*  
*Date: December 7<sup>th</sup>, 2009*  
*Subject: Resolution 2009-30*

---

**Recommendation:** Staff in the coordination with the Dodge City/Ford County Development Corporation recommends the acceptance of the CHAT report and approval of Resolution 2009-30 which permits staff to submit multiple proposed Rural Housing Incentive Districts to the Kansas Secretary of Commerce for approval.

**Background:** In April of 2008 the City and County received the CHAT report which provided our community with a housing needs and analysis. The report showed that our community housing needs were substantial and provided guidance to the areas which the cause of the shortage and efforts which can be made to correct the issue. The establishment of a Rural Housing Incentive District (RHID) is the first step towards providing an incentive that will entice developers to our community.

**Justification:** Numerous developers have reviewed their opportunities to pursue housing projects in our community. These projects, according to developers, will not cash flow and have not come to fruition due to infrastructure costs, high cost of building supplies, property taxes, low market/rent rates and other issues. Establishing a RHID will encourage the developers through incentives to pursue housing opportunities in our community. It is our hope that the resulting housing developments, will allow more families to join our community in order to fulfill the employment needs of our local businesses.

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

**Purpose/Mission:** This resolution assists staff by taking the first step to improving housing opportunities and therefore, improving the quality of life for our citizens.

Legal Considerations: None

Attachments: CHAT REPORT

Resolution 2009- 30

**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 40,000 located in a county with a population of less than 60,000, 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 26,101, is located in Ford County, Kansas, which has an estimated population of 32,458 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 April 23, 2008 (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 wellbeing 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 contained 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-8 through A-9* attached hereto, and shown on the maps depicting the existing parcels of land attached hereto as *Exhibit B-8 through B-9* (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 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 7<sup>th</sup> day of December 2009 and signed by the Mayor.

---

Rick Sowers, Mayor

ATTEST:

---

Nannette Pogue, City Clerk

Resolution 2009-30  
Exhibit B

A-8 Lot 19, Block 7-Ross Addition

A-9 Lot 1, Block 1-2 -Summerlon  
Lot 2, Block 1-2 -Summerlon

Exhibit B-1

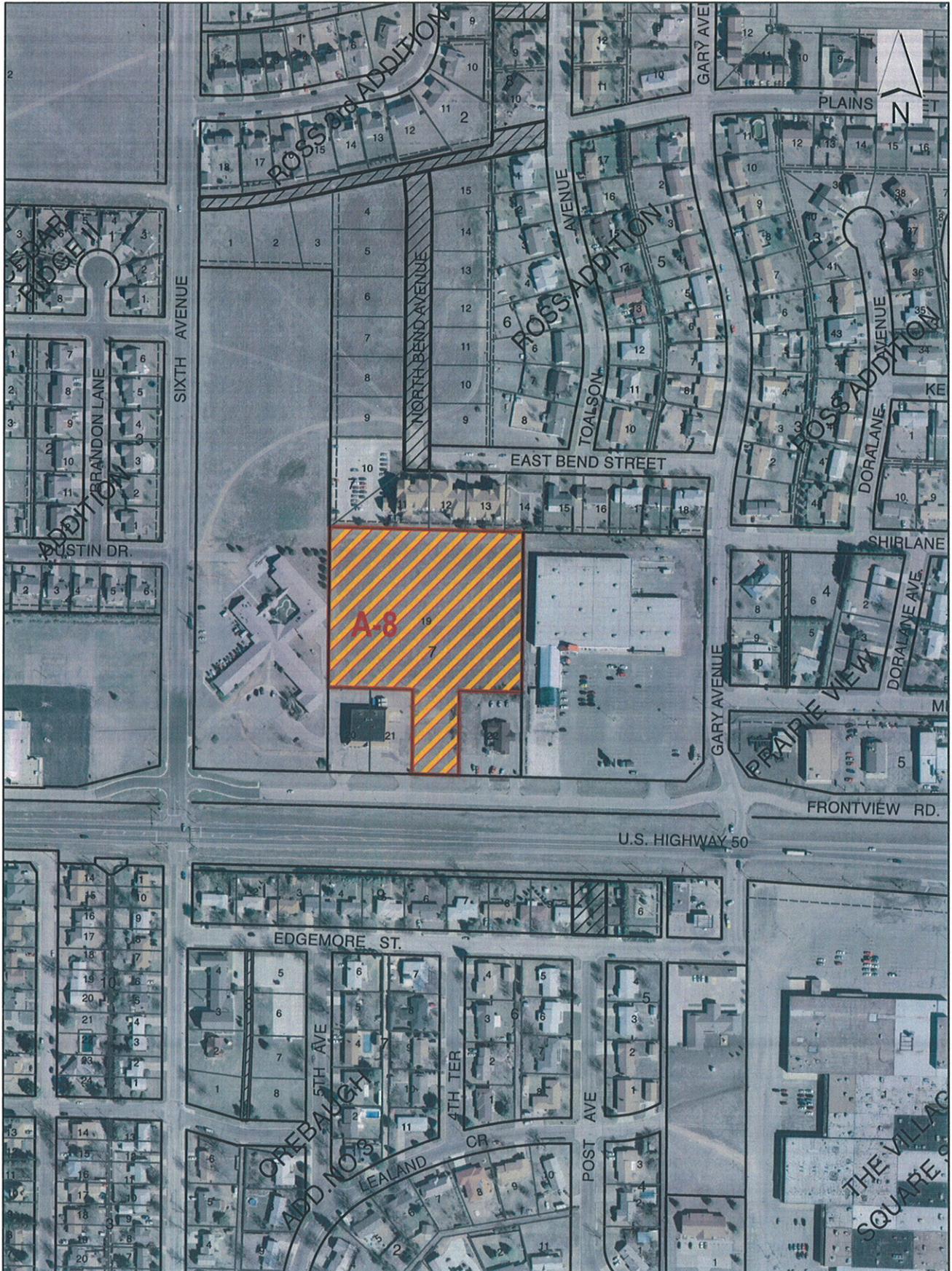
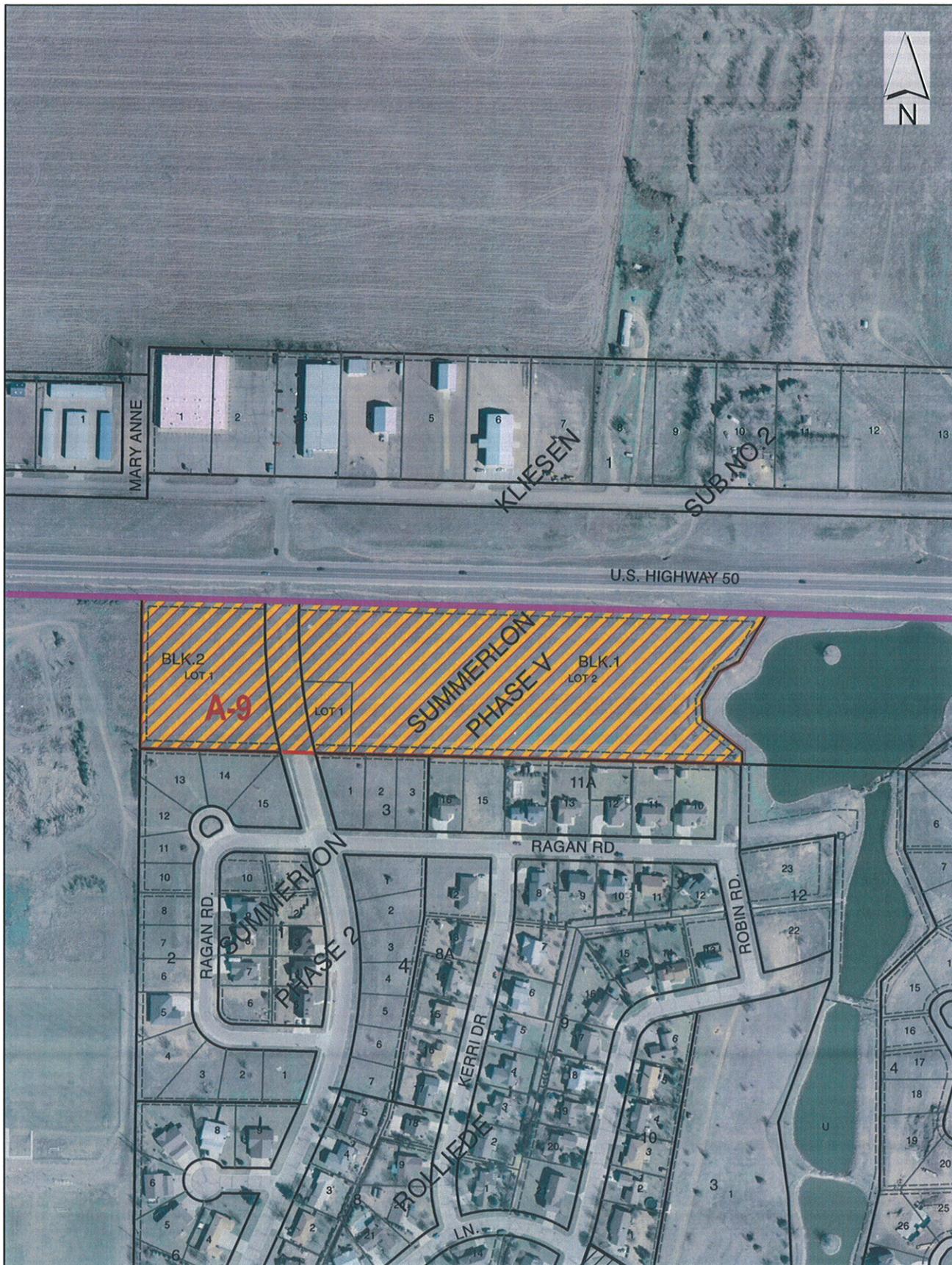


Exhibit B-2



## Memorandum

*To: City Manager  
Assistant City Manager  
City Commissioners*

*From: Corey Keller*

*Date: 11/30/09*

*Subject: Purchase of Sewer Truck*

*Agenda Item: New Business*

---

### **Recommendation:**

On November 24, 2009, three bids were received and opened for the purchase of one new combination Vacuum/ Jet Rodder Sewer Cleaner Truck. Based on the bids received, staff would recommend that the commission accept the bid from Key Equipment and Maupin's Truck Sales in the amount of \$270,230.22.

**Background:** The 2009 Budget includes \$280,000.00 in the MERF to replace the current sewer cleaning truck. A 1992 International Chassis Model 4900 with Camel Combination Vacuum /Jet Rodder Body will be traded in for this purchase.

The 1992 International with Camel Combination Vacuum/ Jet Rodder has 78,106 miles and 3,856 engine hours and is currently being used by OMI. The Water Department is using a 2001 Freightliner with Camel Combination Vacuum/ Jet Rodder that will go to OMI once the new combination Vacuum/ Jet Rodder is received.

In the process of developing specifications to bid this equipment, staff was directed to solicit demonstrations for this equipment before submitting a bid specification for a formal bid. As a result six vendors demonstrated their equipment here in Dodge City.

A committee of Waste Water and Water Department employees evaluated each of the vendor's equipment. City Staff rated each truck based on a pre-established criteria, and listed pros and cons for each truck along with their recommendation. The recommendation by all seven City employees attending the demonstrations was unanimously in support of the truck from Key Equipment. Staff recommends purchasing the unit from Key Equipment, due to the fact that operators in Utilities Division preferred

the truck from Key Equipment because of its performance, safety features, and ease of operation.

**Justification:** Although the concepts behind the Vaccon and Vector are similar, the operation of each body is very different. During the demonstration process, staff was able to recognize many safety and performance issues with the Vaccon body. The Vaccon body does not meet all the criteria in the specifications. Based on the specification that staff recommended the Vector body will exceed every part of the specification. It was through this long process, that staff identified quality equipment, which will perform for many years.

Key Equipment is a very reputable company that the City has worked with in the past and is pleased with their service and quality of the equipment. The City's current street sweeper and many trash trucks were purchased from and are supported by Key Equipment. Key Equipment is located in Kansas City and services our area on a regular basis.

Staff recommends purchasing the combination sewer vac truck from Key Equipment and Maupin's Truck Sales and Service for a total of \$270,230.22

**Financial Considerations:**

Key Equipment, Kansas City, KS. & Maupin's Truck Sales and Service, Dodge City, KS.

Vactor Jett Rodder/ Vacuum Body;	<u>\$234,402.22</u>
Freightliner Chassis;	<u>\$ 70,828.00</u>
Less Trade In;	<u>-\$35,000.00</u>
<b>Total Unit Price</b>	<b>\$270,230.22</b>

Key Equipment, Kansas City KS. & Dodge City International, Dodge City, KS.

Vactor Jett Rodder/ Vacuum Body;	<u>\$234,402.22</u>
International Chassis;	<u>\$ 79,456.78</u>
Less Trade In;	<u>-\$35,000.00</u>
<b>Total Unit Price</b>	<b>\$278,859.00</b>

Key Equipment, Kansas City KS. & Wichita Kenworth Wichita, KS.

Vactor Jett Rodder/ Vacuum Body;	<u>\$234,402.22</u>
Kenworth Chassis;	<u>\$ 86,679.00</u>
Less Trade In;	<u>-\$35,000.00</u>
<b>Total Unit Price</b>	<b>\$286,081.22</b>

Sellers Equipment Garden City, KS. & Dodge City International Dodge City, KS.

Vaccon Jett Rodder/ Vacuum Body;	<u>\$186,316.00</u>
International Chassis;	<u>\$ 70,000.00</u>
Less Trade in;	<u>-\$25,000.00</u>
<b>Total unit Price</b>	<b>\$231.315.00</b>

(Does not meet specification)

American Equipment Co.  
Kansas City, KS 66115

**(Submitted a No Bid)**

**Purpose/Mission:** To service and maintain 100 mile of sewer line and over 900 manholes.

**Legal Considerations:** None

**Attachments:** None





## *Memorandum*

*To: City Manager  
Assistant City Manager  
City Commissioners*

*From: Nannette Pogue*

*Date: December 2, 2009*

*Subject: Audit Engagement Letter*

*Agenda Item: New Business*

---

**Recommendation:** Approve the engagement letter for the audit of the City of Dodge City for the years ending December 31, 2009 and 2010

**Background:** This proposal from Kennedy McKee & Company LLP is to audit the City of Dodge City's financial statements for the years ending December 31, 2009 and 2010. The fees for these services will be based on actual time spent, plus other out-of-pocket costs not exceeding \$38,500 plus \$75 per hour for the audit of Federal financial assistance programs. The fee in 2007 for the years ending 2007 and 2008 was \$37,000 plus \$70 per hour for the audit of Federal financial assistance programs. The detailed audit objectives, management responsibilities and audit procedures are outlined in the attached audit engagement letter. Kennedy McKee & Company has been conducting the City's audit for the past several years. They have extensive background information on the City of Dodge City, know our organization and the financial policies and procedures, work well with the city employees and have done an excellent job.

**Justification:** Municipalities of our size are required to have an annual audit.

**Financial Considerations:** This is an annually budgeted item. Each year, the proposed fee is not to exceed \$38,500 plus \$75.00 per hour for federal financial assistance programs.

**Purpose/Mission:** To promote open communications.

**Legal Considerations:** None

**Attachments:** Proposed engagement letter and a letter from A&G Certified Public Accountants who conducted a Peer Review of Kennedy McKee and Company.

*Kennedy*  
*McKee & Company LLP* Certified Public Accountants

1100 W Frontview  
P. O. Box 1477  
Dodge City, Kansas 67801  
Tel. (316) 227-3135  
Fax (316) 227-2308

JAMES W. KENNEDY, CPA  
JAMES R. SHIRLEY, CPA  
LU ANN WETMORE, CPA  
ROBERT C. NEIDHART, CPA  
PATRICIA S. KOLB, CPA

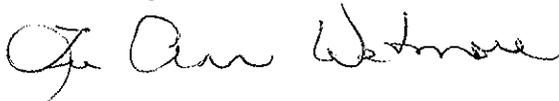
November 13, 2009

Nanette Pogue  
City of Dodge City  
806 N. Second Ave  
Dodge City, KS 67801

Dear Nanette:

Enclosed is the engagement letter for the audit of the City for the years ending December 31, 2009 and 2010. Please have one copy of the letter signed and return it to me for my records.

Yours truly,



Lu Ann Wetmore  
Partner

*Kennedy*  
*McKee & Company LLP* Certified Public Accountants

1100 W. Frontview  
P. O. Box 1477  
Dodge City, Kansas 67801  
Tel. (620) 227-3135  
Fax (620) 227-2308

JAMES W. KENNEDY, CPA  
JAMES R. SHIRLEY, CPA  
LU ANN WETMORE, CPA  
ROBERT C. NEIDHART, CPA  
PATRICIA S. KOLB, CPA

November 13, 2009

City of Dodge City  
City Commission  
Dodge City, Kansas 67801

We are pleased to confirm our understanding of the services we are to provide City of Dodge City, Kansas for the years ended December 31, 2009 and 2010. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements, of City of Dodge City as of and for the years ended December 31, 2009 and 2010. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to accompany City of Dodge City's basic financial statements. As part of our engagement, we will apply certain limited procedures to City of Dodge City's RSI. These limited procedures will consist principally of inquiries of management regarding the methods of measurement and presentation, which management is responsible for affirming to us in its representation letter. Unless we encounter problems with the presentation of the RSI or with procedures relating to it, we will disclaim an opinion on it. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.

Supplementary information other than RSI also accompanies City of Dodge City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and will provide an opinion on it in relation to the basic financial statements:

- 1) Schedule of expenditures of federal awards.
- 2) Combining and individual fund financial statements.

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the basic financial statements taken as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. If our opinions on the financial statements or the Single Audit compliance opinions are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

### **Management Responsibilities**

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. Management is also responsible for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of federal awards, and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and the schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining internal controls, including internal controls over compliance, and for monitoring ongoing activities to help ensure that appropriate goals and objectives are met. You are also responsible for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Dodge City and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management and financial information is reliable and properly recorded. Your responsibilities also include, including identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review when audit fieldwork begins.

Management is responsible for establishment and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

### **Audit Procedures – General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

### **Audit Procedures – Internal Controls**

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under professional standards, *Government Auditing Standards*, and OMB Circular A-133.

### **Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Dodge City's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of City of Dodge City's major programs. The purpose of those procedures will be to express an opinion on City of Dodge City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

### **Audit Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of and sign the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

City of Dodge City  
City Commission  
November 13, 2009  
Page Six

The audit documentation for this engagement is the property of Kennedy McKee & Company LLP and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a Cognizant of Oversight Agency for Audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Kennedy McKee & Company LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the Cognizant Agency, Oversight Agency for Audit, or Pass-through Entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

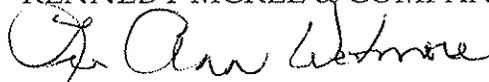
Our fees for these services will be based on the actual time spent at our standard hourly rates, plus other out-of-pocket costs such as report production, typing, postage, etc. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees may be rendered each month as work progresses and are payable on presentation. Based on our preliminary estimates, the fee for each year will not exceed \$38,500 plus \$75 per hour for the audit of Federal financial assistance programs. This estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2008 peer review report accompanies this letter.

We appreciate the opportunity to be of service to City of Dodge City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

KENNEDY MCKEE & COMPANY LLP

  
Partner

RESPONSE:

This letter correctly sets forth the understanding of City of Dodge City.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

234 South Main  
P.O. Box 1020  
Ottawa, Kansas 66067  
(785) 242-3170  
(785) 242-9250 FAX  
www.agc-cpas.com WEB SITE



Lucille L. Hinderliter, CPA  
Harold K. Mayes, CPA

W. Keith Gaeddert, CPA  
(Retired)

Kennedy McKee & Company LLP  
1100 W Frontview  
P.O. Box 1477  
Dodge City, KS 67801

We have reviewed the system of quality control for the accounting and auditing practice of Kennedy McKee & Company LLP (the Firm) in effect for the year ended September 30, 2008. A system of quality control encompasses the Firm's organizational structure and the policies adopted and procedures established to provide it with reasonable assurance of conforming with professional standards. The elements of quality control are described in the Statements on Quality Control Standards issued by the American Institute of Certified Public Accountants (AICPA). The Firm is responsible for designing a system of quality control and complying with it to provide the Firm reasonable assurance of conforming with professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the Firm's compliance with its system of quality control based on our review.

Our review was conducted in accordance with standards established by the Peer Review Board of the AICPA. During our review, we read required representations from the Firm, interviewed Firm personnel and obtained an understanding of the nature of the Firm's accounting and auditing practice, and the design of the Firm's system of quality control sufficient to assess the risks implicit in its practice. Based on our assessments, we selected engagements and administrative files to test for conformity with professional standards and compliance with the Firm's system of quality control. The engagements selected represented a reasonable cross-section of the Firm's accounting practice with emphasis on higher-risk engagements. The engagements selected included among others, engagements performed under Government Auditing Standards. Prior to concluding the review, we reassessed the adequacy of the scope of the peer review procedures and met with Firm management to discuss the results of our review. We believe that the procedures we performed provide a reasonable basis for our opinion.

In performing our review, we obtained an understanding of the system of quality control for the Firm's accounting and auditing practice. In addition, we tested compliance with the Firm's quality control policies and procedures to the extent we considered appropriate. These tests covered the application of the Firm's policies and procedures on selected engagements. Our review was based on selected tests therefore it would not necessarily detect all weaknesses in the system of quality control or all instances of noncompliance with it. There are inherent limitations in the effectiveness of any system of quality control and therefore noncompliance with the system of quality control may occur and not be detected. Projection of any evaluation of a system of quality control to future periods is subject to the risk that the system of quality control may become inadequate because of changes in conditions, or because the degree of compliance with the policies or procedures may deteriorate.



In our opinion, the system of quality control for the accounting and auditing practice of Kennedy McKee & Company LLP in effect for the year ended September 30, 2008, has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA and was complied with during the year then ended to provide the Firm with reasonable assurance of conforming with professional standards.

As is customary in a system review, we have issued a letter under this date that sets forth comments that were not considered to be of sufficient significance to affect the opinion expressed in this report

*Agler & Gaeddert, Chartered*

Agler & Gaeddert, Chartered

November 19, 2008

## Memorandum

To: City Manager  
Assistant City Manager  
City Commissioners

From: Paul Lewis

Date: December 3, 2009 

Subject: Hoover Roof Bids

Agenda Item: New Business

---

**Recommendation:** Staff recommends accepting the low bid of Diamond Roofing in the amount of \$56,560 for the re-roofing of Hoover Pavilion.

**Background:** The roof at Hoover Pavilion has developed several leaks and needs replacement. This roof system utilizes two materials, a flat top section using a modified roofing system surrounded by clay tiles laid up on the pitched portions. The modified roofing has deteriorated and needs replacement and the underlayment material under the clay tiles has rotted and must also be replaced. Additionally the scuppers or drain openings on the flat roof need to be modified as they have contributed to the underlayment issues on the clay tile roof below.

**Justification:** In recent years the City has invested a considerable amount of time and money into renovating Hoover Pavilion. This beautiful facility preserves some of our local history and is a prime location for wedding receptions and other community events. It is essential to repair the roof in order to protect the work previously completed and to maintain the facility in an appropriate fashion.

**Financial Considerations:** This project will be funded out of the Insurance Claims fund and adequate funds are available to complete the work. The Claims Fund is a non-budgeted fund from dollars received through insurance claims and is specifically set out for these types of projects.

The final cost for this project will be adjusted based on the amount of deck repairs and clay tile replacement required. Deck repairs can not be identified until the existing roofing materials are removed. The clay tiles from the existing roof will be salvaged but there will be an unknown quantity needed to make up for damaged tiles and insure tiles are installed according to specifications. Bidders were asked to provide costs for those items so we have fixed material costs but quantities will have to be field verified.

**Purpose/Mission:** This project fits the City's core value of Ongoing Improvements as it provides for the preservation and continued use of a public facility that is widely used and appreciated.

**Legal Considerations:** N/A

**Attachments:** Bid Tabulation

---

