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**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, September 27, 2016**  
**5:30 PM**

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**CALL TO ORDER BY THE MAYOR:**

- a. Invocation
- b. Flag Salute Led by the Mayor
- c. Public Input

**CONSENT AGENDA:**

- a. Approval of the September 13, 2016, City Commission Meeting minutes.
- b. Approval of staff recommendation to accept the property located at 718 North Broadway on behalf of the City of Pittsburg and then deed the property to the Pittsburg Land Bank and, if approved, authorize the Mayor and City Clerk to sign the deed on behalf of the City.
- c. Approve the request submitted by the Pittsburg Rotary Club to waive the sound ordinance, allow alcohol to be sold at the J.J. Richards Band Dome in Lincoln Park and allow individuals under the age of 21 to enter the area where alcoholic beverages are sold on Saturday, October 1st, 2016, from 4:00 p.m. until 10:30 p.m. during the Rocktoberfest event to benefit the Lord's Diner.
- d. Approval of staff request to submit the necessary Modification Agreements to Westar Energy for the upgrade of the street lighting on the streets adjacent to the Law Enforcement Center parking lot and at Miners Memorial Park.
- e. Approval of the 2016 auditing contract with Mize Houser & Company P.A. in an amount not to exceed \$35,535 to perform auditing services for the City's 2016 fiscal year and, if approved, authorize the Mayor to sign the appropriate documents on behalf of the City.
- f. Approval of the Appropriation Ordinance for the period ending September 27, 2016 subject to the release of HUD expenditures when funds are received. **ROLL CALL VOTE.**

**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, September 27, 2016**  
**5:30 PM**

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**CONSIDER THE FOLLOWING:**

- a. REVIEW OF BIDS/AWARD OF SALE - The City of Pittsburg advertised for bids to be received until 10:00 a.m. on September 27, 2016, for the purchase of \$5,155,000 aggregate principal amount of General Obligation Bonds, Series 2016A, to be acted upon by the Governing Body at its meeting commencing at 5:30 p.m. The City's Director of Finance along with the City's Financial Advisor will present a verbal recommendation. **Approve or disapprove verbal recommendation.**
  
- b. ORDINANCE NO. S-1038 - Consider Ordinance No. S-1038, authorizing the issuance of \$5,155,000 aggregate principal amount of General Obligation Bonds, Series 2016A, of the City of Pittsburg, Kansas, under the authority of K.S.A. 10-101 to 125, inclusive, K.S.A. 12-685 et seq., K.S.A. 12-6a01 et seq., and Charter Ordinance No. 25 of the City, all as amended. **Approve or disapprove Ordinance No. S-1038 and, if approved, authorize the Mayor to sign the Ordinance on behalf of the City.**
  
- c. RESOLUTION NO. 1190 - Consider Resolution No. 1190, prescribing the form and details of the City of Pittsburg, Kansas, General Obligation Bonds, Series 2016A, in the aggregate principal amount of \$5,155,000 the issuance of which was authorized by the City pursuant to its Ordinance No. S-1038 passed and approved September 27, 2016; and authorizing certain other documents and actions in connection with the issuance of the bonds. **Approve or disapprove Resolution No. 1190 and, if approved, authorize the Mayor to sign the Resolution on behalf of the City.**
  
- d. REVIEW OF BIDS/AWARD OF SALE - The City of Pittsburg advertised for bids to be received until 10:00 a.m. on September 27, 2016, for the purchase of \$6,500,000 aggregate principal amount of taxable General Obligation Bonds, Series 2016B, to be acted upon by the Governing Body at its meeting commencing at 5:30 p.m. The City's Director of Finance along with the City's Financial Advisor will present a verbal recommendation. **Approve or disapprove verbal recommendation.**

**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, September 27, 2016**  
**5:30 PM**

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- e. ORDINANCE NO. S-1039 - Consider Ordinance No. S-1039, authorizing the issuance of \$6,500,000 aggregate principal amount of Taxable General Obligation Bonds, Series 2016B, of the City of Pittsburg, Kansas, under the authority of K.S.A. 10-101 to 125, inclusive, and K.S.A. 12-6a01 et seq., all as amended. **Approve or disapprove Ordinance No. S-1039 and, if approved, authorize the Mayor to sign the Ordinance on behalf of the City.**
  
- f. RESOLUTION NO. 1191 - Consider Resolution No. 1191, prescribing the form and details of the City of Pittsburg, Kansas, Taxable General Obligation Bonds, Series 2016B, in the aggregate principal amount of \$6,500,000 the issuance of which was authorized by the City pursuant to its Ordinance No. S-1039 passed and approved September 27, 2016; and authorizing certain other documents and actions in connection with the issuance of the Bonds. **Approve or disapprove Resolution No. 1191 and, if approved, authorize the Mayor to sign the Resolution on behalf of the City.**
  
- g. RESOLUTION NO. 1192 - Consider approval of Resolution No. 1192, determining the advisability of issuing Industrial Revenue Bonds for the purpose of financing the expansion and equipping of an existing manufacturing facility located in said City; and authorizing execution of related documents (Kendall Packaging). **Approve or disapprove Resolution No. 1192 and, if approved, authorize the Mayor to sign the Resolution on behalf of the City.**
  
- h. MEMORANDUM OF UNDERSTANDING - SMART GROWTH AMERICA - Consider staff recommendation to enter into a Memorandum of Understanding between the City and Smart Growth America to complete the technical assistance workshop funded by a Building Blocks for Sustainable Communities grant from the US EPA's Office of Sustainable Communities. **Approve or disapprove staff recommendation and, if approved, authorize the Mayor to sign the Memorandum of Understanding on behalf of the City.**

**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, September 27, 2016**  
**5:30 PM**

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- i. **KDOT AVIATION KANSAS AIRPORT IMPROVEMENT PROGRAM GRANT APPLICATION** - City staff is requesting Governing Body approval to submit an application for a modernization project (geometric improvements) to the KDOT Aviation Division for a grant to construct a partial parallel taxiway for Runway 16-34 from the current existing Runway 16 turnaround to the new Runway 16 turnaround which is to be constructed as part of the 600' Runway 16-34 extension project being funded through FAA AIP Grant 3-20-0069-017-2016. **Approve or disapprove staff request and, if approved, authorize the City Manager to sign the application on behalf of the City of Pittsburg.**

**NON-AGENDA REPORTS & REQUESTS:**

**ADJOURNMENT**

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
September 13<sup>th</sup>, 2016

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A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, September 13<sup>th</sup>, 2016, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor John Ketterman presiding and the following members present: Jeremy Johnson, Chuck Munsell and Monica Murnan. Commissioner Michael Gray was absent.

Bishop Walter Simpson of the Lighthouse Temple provided the invocation.

Mayor Ketterman led the flag salute.

Mayor Ketterman proclaimed the week of September 17<sup>th</sup> through 23<sup>rd</sup>, 2016, as Constitution Week in Pittsburg.

PRITCHETT TRUST AWARD – City Manager Daron Hall thanked the Pritchett Trust for the \$50,000 grant for the trail system project.

APPROVAL OF MINUTES – AUGUST 23<sup>rd</sup>, 2016 - On motion of Munsell, seconded by Johnson, the Governing Body approved the August 23<sup>rd</sup>, 2016, City Commission Meeting minutes as submitted. Motion carried. Absent: Gray.

CHANGE ORDER NO. 2 AND FINAL PAYMENT – ROUSE STREET RESURFACING PROJECT – On motion of Munsell, seconded by Johnson, the Governing Body approved Change Order No. 2 reflecting a decrease of \$12,747.75 making a new contract construction amount of \$158,172.90 and final payment in the amount of \$50,379.36 to Heckert Construction Co., Inc., of Pittsburg, Kansas, for the Rouse Street Resurfacing Project from the KCS Railroad to Quincy Street and Miscellaneous Milling. Motion carried. Absent: Gray.

ASSISTANCE TO FIREFIGHTERS GRANT – On motion of Munsell, seconded by Johnson, the Governing Body approved staff request to accept Assistance to Firefighters Grants (AFG) through FEMA in the amount of \$13,139 for the purchase of physical fitness equipment (City's contribution \$1,312) and \$45,908 for the purchase of ten mobile repeaters (City's contribution \$4,592) and to waive the formal bid process for the purchases associated with the grant funding. Motion carried. Absent: Gray.

LEASE – FEDERAL AVIATION ADMINISTRATION – On motion of Munsell, seconded by Johnson, the Governing Body renewed a no-fee lease providing the Federal Aviation Administration (FAA) twenty-one square feet of space in the Administration Building at the Atkinson Municipal Airport to store Radio Communications Outlet (RCO) equipment for a 5-year term beginning October 1, 2016, and authorized the Mayor to sign the lease on behalf of the City. Motion carried. Absent: Gray.

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
September 13<sup>th</sup>, 2016

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CHANGE ORDERS NO. 1 AND NO. 2 – AIRPORT MILL AND OVERLAY PROJECT - On motion of Munsell, seconded by Johnson, the Governing Body approved Change Orders No. 1 and No. 2 to Emery Sapp and Sons of Springfield, Missouri, for the Airport Mill and Overlay Project reflecting a net increase of \$85,511.55 to the construction cost making a new contract construction amount of \$1,036,154.55 with the City's share of the net change order being an additional \$8,551.16 to the contract. Motion carried. Absent: Gray.

LEAGUE OF KANSAS MUNICIPALITIES – VOTING DELEGATES – On motion of Munsell, seconded by Johnson, the Governing Body appointed John Ketterman, Michael Gray, Chuck Munsell, and Daron Hall as voting delegates and Jay Byers and Tammy Nagel as alternate voting delegates to represent the City at the League of Kansas Municipalities Annual Meeting scheduled for October 8th through 10th, 2016, in Overland Park, Kansas. Motion carried. Absent: Gray.

APPROPRIATION ORDINANCE – On motion of Munsell, seconded by Johnson, the Governing Body approved the Appropriation Ordinance for the period ending September 13<sup>th</sup>, 2016, subject to the release of HUD expenditures when funds are received with the following roll call vote: Yea: Johnson, Ketterman, Munsell and Murnan. Motion carried. Absent: Gray.

LOAN PAYMENT FORGIVENESS – COMMUNITY HEALTH CENTER OF SOUTHEAST KANSAS – On motion of Munsell, seconded by Johnson, the Governing Body approved staff recommendation to forgive the 2016 loan payment in the amount of \$110,052.99 for the Community Health Center of Southeast Kansas (CHCSEK), as the required thresholds for forgiveness have been met, and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried, with Commissioner Murnan abstaining. Absent: Gray.

PUBLIC HEARING – INDUSTRIAL REVENUE BONDS – KENDALL PACKAGING CORPORATION – Following Public Hearing, on motion of Murnan, seconded by Johnson, the Governing Body approved the request submitted by Kendall Packaging Corporation, for the issuance by the City of its Industrial Revenue Bonds in an aggregate principal amount not to exceed \$10,000,000 for the purpose of financing the expansion and equipping of the existing manufacturing facility owned by Kendall Packaging Corporation located at 1901 E. 27th Street Terrace. Motion carried. Absent: Gray.

REAL ESTATE SALES CONTRACT - ARVEST BANK – On motion of Murnan, seconded by Munsell, the Governing Body approved a Real Estate Sales Contract between the City of Pittsburg and Arvest Bank, in which Arvest Bank will purchase from the City 1.23 acres of real estate located in the Pittsburg Research and Development Park for a total purchase price of \$278,000, and authorized the Mayor to sign the contract on behalf of the City. Motion carried. Absent: Gray.

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
September 13<sup>th</sup>, 2016

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FEDERAL AVIATION ADMINISTRATION GRANT AGREEMENT FOR THE EXTENSION OF RUNWAY 16-34 – On motion of Murnan, seconded by Johnson, the Governing Body accepted a grant in the amount of \$1,217,581.00 from the Federal Aviation Administration (FAA) to construct an extension of Runway 16-34 by 600 feet to bring the total length of the runway to 6,100 feet, construction of a new turnaround, and related runway lighting improvements, and authorized the Mayor to sign the grant documents on behalf of the City. Motion carried. Absent: Gray.

RESOLUTION NO. 1188 – On motion of Munsell, seconded by Johnson, the Governing Body approved Resolution No. 1188, adopting and approving the proposed Capital Improvements Program (CIP) for the years 2017-2021, and authorized the Mayor to sign the Resolution on behalf of the City. Motion carried. Absent: Gray.

RESOLUTION NO. 1189 – On motion of Munsell, seconded by Murnan, the Governing Body approved Resolution No. 1189, amending Resolution No. 1187, authorizing and providing for the public sale of General Obligation Bonds, Series 2016A and Taxable General Obligation Bonds, Series 2016B of the City of Pittsburg, Kansas, setting forth the details of said sale; and providing for the giving of notice thereof, and authorized the Mayor to sign the Resolution on behalf of the City. Motion carried. Absent: Gray.

ORDINANCE NO. S-1036 – On motion of Munsell, seconded by Johnson, the Governing Body approved Ordinance No. S-1036, levying and assessing special assessments to pay the cost of paving and constructing certain sanitary sewer improvements, waterline improvements and storm sewer improvements both within and without the city limits of City of Pittsburg, Kansas, with the appropriate appurtenances as further set forth herein, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried. Absent: Gray.

ORDINANCE NO. S-1037 – On motion of Murnan, seconded by Johnson, the Governing Body approved Ordinance No. S-1037, levying and assessing special assessments to pay the cost of paving and constructing the North Walnut Street extension in the City of Pittsburg, Kansas, with the appropriate appurtenances as further set forth herein, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried. Absent: Gray.

#### NON-AGENDA REPORTS AND REQUESTS –

BI-MONTHLY BUDGET REVIEW - Finance Director Jamie Clarkson provided the August 31, 2016, bi-monthly budget review.

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
September 13<sup>th</sup>, 2016

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ADJOURNMENT: On motion of Murnan, seconded by Johnson, the Governing Body adjourned the meeting at 5:49 p.m. Motion carried. Absent: Gray.

\_\_\_\_\_  
John Ketterman, Mayor

ATTEST:

\_\_\_\_\_  
Tammy Nagel, City Clerk



DEPARTMENT OF PUBLIC WORKS

201 West 4<sup>th</sup> Street · Pittsburg KS 66762

(620) 231-4100

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## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

**FROM:** TROY GRAHAM  
City Planner

**DATE:** September 21, 2016

**SUBJECT:** Agenda Item – September 27, 2016 Consent Agenda  
Deeding of 718 N. Broadway to the Pittsburg Land Bank

---

The attached statutory warranty deed contains the property that was once the Knights of Columbus building located at 718 N. Broadway before it was destroyed by fire in 2011. The Knights of Columbus Council wishes to donate the property to the Pittsburg Land Bank to be used for future development in downtown Pittsburg. The property was inadvertently donated to the City of Pittsburg during the Knights of Columbus board of directors meeting and for this reason must be deeded to the City of Pittsburg first and then to the Pittsburg Land Bank. For this reason, I am asking that the City of Pittsburg accept the donation of the property located at 718 N. Broadway and then allow the property to be deeded to the Pittsburg Land Bank. Once the property is deeded to the Pittsburg Land Bank, it can be added to other properties which are listed on the Opportunities Space website.

Action necessary will be approval or disapproval of accepting the property on behalf of the City of Pittsburg and then deeding the property to the Pittsburg Land Bank and, if approved, authorize the Mayor and City Clerk to sign the deed on behalf of the City of Pittsburg.

If you have any questions concerning this matter, please do not hesitate to contact me.

Attachment: Deed

MAIL TO:

## STATUTORY WARRANTY DEED

Grantor(s): **The City of Pittsburg**

Convey(s) and Warrant(s) to **Pittsburg Land Bank**

The following described premises, to-wit:

**The South Half (S 1/2) of Lot Twelve (12), Fractional Part of Block Three (3) of Pittsburg Town Company's First (1st) Addition to Pittsburg, Crawford County, Kansas.**

For the sum of One Dollar and other good and valuable consideration.

Subject to: easements and restrictions of record, if any

Dated this \_\_\_\_\_, 2016

The City of Pittsburg, By:

The City of Pittsburg, By:

\_\_\_\_\_  
John Ketterman, Mayor

\_\_\_\_\_  
Tammy Nagel, City Clerk

State of Kansas, Crawford County} ss.

This instrument was acknowledged before me on \_\_\_\_\_, 2016 by John Ketterman, Mayor and by Tammy Nagel, City Clerk for and on behalf of said municipal corporation.

\_\_\_\_\_  
Notary Public

My appointment expires:



Security 1<sup>st</sup> Title

File No. 2173745

**INTEROFFICE MEMORANDUM**

To: DARON HALL, CITY MANAGER  
From: JEFF WILBERT, MEMORIAL AUDITORIUM MANAGER  
CC: KIM VOGEL, DIRECTOR OF PARKS & RECREATION & TAMMY NAGEL, CITY CLERK  
Date: SEPTEMBER 19, 2016  
Subject: Rotary Rocktoberfest Fundraiser for the Lord's Diner

The Pittsburg Rotary Club is hosting the 1<sup>st</sup> annual Rocktoberfest at the J.J. Richards Band Dome in Lincoln Park on Saturday, October 1st 2016. The fundraiser begins at 4:00 p.m. and ends at 10:30 p.m. All Proceeds from Rocktoberfest will directly benefit the Lord's Diner.

Rotary is requesting city commission approval of the following items:

- 1) Waving the sound ordinance
- 2) Allowing alcohol to be sold at J.J. Richard's Band Dome in Lincoln Park
- 3) Allowing those under the legal drinking age to be in the designated area where beer will be purchased and consumed.

ID's will be checked and wrist bands issues to those purchasing alcohol.

Local vendors will be selling a variety of German foods. A \$10.00 wrist band is required for admittance, children 12 and under admitted free.

In this regard would you please place an item on the agenda for the City Commission meeting on September 27<sup>th</sup> 2016? Action being requested is outlined above.

If you have any questions concerning this matter, please do not hesitate to contact me.

## INTEROFFICE MEMORANDUM

To: Daron Hall  
City Manager

From: Major Brent Narges

CC: City Clerk Tammy Nagel

Date: Tuesday, September 20, 2016

Subject: Agenda Item – September 27, 2016  
Street Light Modification

The police department is in the process of increasing the safety and security of our employee parking lot. One of the specific issues being addressed is upgrading the lighting on the adjacent streets and at Miners Memorial Park. We believe this will significantly improve the safety of our staff and also those pedestrians using the adjacent street and park sidewalks during the night hours. Library patrons would also benefit from these upgrades.

This improved lighting would allow staff to better identify individuals approaching the employee parking lot area and would also serve as a general deterrence from criminal activity. Staff has visited on site with a Westar Energy lighting specialist, subsequently leading to the following recommendations being requested:

### **REMOVE:**

Number and type of light/s: 3 – 70 watt High Pressure Sodium street lights  
Physical location of light/s: Miners Memorial Park  
3<sup>rd</sup> and Walnut Streets  
3<sup>rd</sup> and PD parking lot entrance (library/city hall alley)

*Base charge \$7.75 per month*

### **INSTALL:**

Number and type of light: 1 – 72 watt LED street light  
Physical location of light: Miners Memorial Park

*Base charge \$10.35 per month*

Number and type of light/s: 3 – 284 watt LED street lights  
Physical location of light/s: 200 block N. Walnut (new light on existing pole)  
3<sup>rd</sup> and Walnut Streets  
3<sup>rd</sup> and PD parking lot entrance (library/city hall alley)

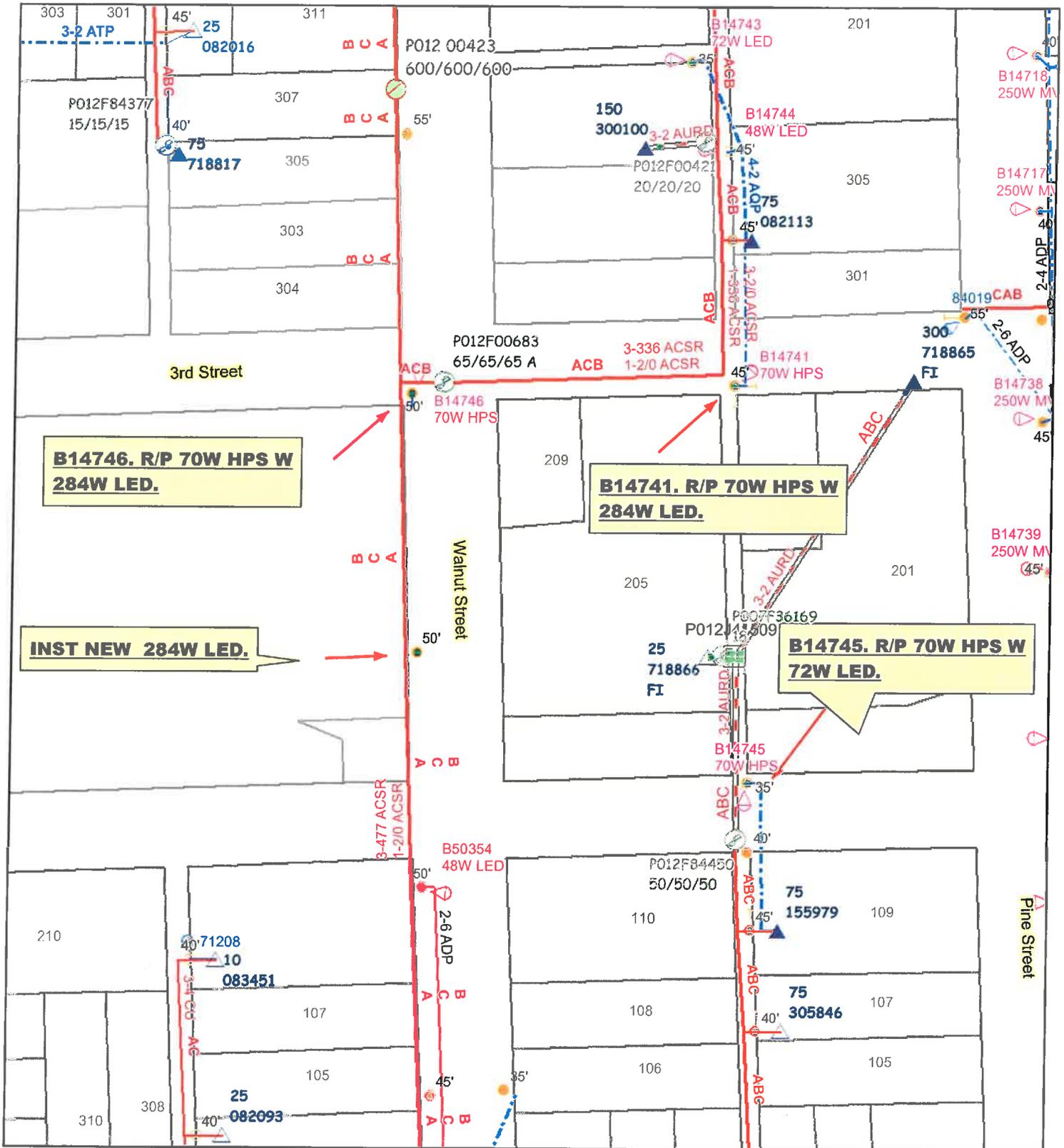
MEMO TO: DARON HALL  
September 20, 2016  
PAGE TWO

*Base charge \$25.26 per month*

The total cost of the 4 new street light fixtures will be \$1,033.56 annually.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, September 27, 2016. Action necessary will be approval or disapproval of this request and, if approved, authorize City staff to submit the necessary Modification Relating to Removals, Additions, or Substitutions in Street Lighting Equipment to Westar Energy.

Attachment:           Map



**DISCLAIMER AND COPYRIGHT NOTICE**  
 The information contained on this drawing/map is used to locate, identify and/or inventory Westar Energy, Inc. electrical facilities located on parcels of land in the Westar Energy, Inc. service area. It is intended for reference purposes only and is NOT to be construed or used as a "legal description." Map information is believed to be accurate but accuracy is not guaranteed. This information should not be relied upon as a substitute for an actual field survey. This drawing/map is not to be used as a substitute for using the Kansas ONE-CALL system for purposes of digging and excavation. You must call Kansas ONE-CALL (1-800-DIG-SAFE) to notify operators of underground facilities of proposed excavation or digging to request that member companies mark their underground facilities before they dig! In no event will Westar Energy, Inc. be liable for any damages, including loss of data, lost profits, business interruption, loss of business information or other pecuniary loss that might arise from the inaccuracy, use or misuse of this map or the information it contains. You are prohibited from reproducing or distributing this drawing/map or any portion of it without written permission of Westar Energy, Inc. © Westar Energy, Inc. All rights reserved.

Exist	New
—○—	—○—
—○—	—○—
—○—	—○—
Line Direction	



Title <b>Title</b>			
By <b>Name</b>		WR # <b>000000</b>	Crew HQ <b>0000</b>
Date <b>9/20/2016</b>	Scale <b>1 inch = 100 feet</b>	Sheet <b>Page 1</b>	
Sub/Ckt <b>AAAA 00-00</b>	Upstream Device <b>X000X12345</b>		



**FINANCE AND ADMINISTRATION**  
201 West 4<sup>th</sup> Street · Pittsburg KS 66762

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[www.pittks.org](http://www.pittks.org)

## Interoffice Memorandum

**TO:** Daron Hall, City Manager

**FROM:** Jamie Clarkson, Director of Finance

**DATE:** September 21, 2016

**SUBJECT:** Agenda Item – Audit Contract 2016 Fiscal Year

---

Attached is an engagement contract from Mize Houser & Company P.A. to perform auditing services for the City's 2016 fiscal year. This will be the third auditing proposal between the City and Mize Houser & Company P.A. Action necessary will be to approve the attached 2016 auditing contract with Mize Houser & Company P.A. in an amount not to exceed \$35,535.

If you have any questions concerning this matter, please do not hesitate to contact me.

cc: Tammy Nagel, City Clerk



MIZE HOUSER  
COMPANY P.A.

September 19, 2016

Jamie Clarkson  
Director of Finance  
City of Pittsburg, Kansas  
201 West Fourth Street  
Pittsburg, KS 66762

We are pleased to confirm our understanding of the services we are to provide the City of Pittsburg, Kansas, (the City) for the year ended December 31, 2016. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, budgetary comparison schedules and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City as of and for the year ended December 31, 2016.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited: management's discussion and analysis, OPEB information and the Pension Liability.

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole: schedule of expenditures of federal awards, combining statements and individual fund statements.

The following additional information accompanying the basic financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements and for which our auditor's report will disclaim an opinion: introductory and statistical sections.

### **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 supplementary information referred to above when considered in relation to the basic financial statements taken as a whole.

The objectives also include reporting on:

1. Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
2. Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

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 Uniform Guidance; and the Kansas Municipal Audit and Accounting Guide and will include tests of the accounting records, a determination of a major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of the Single Audit. Our reports will be addressed to the governing body of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, 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 issue reports, or may withdraw from this engagement.

### **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. An audit also includes evaluating the appropriateness of accounting principles used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. 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 and 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 of the inherent limitations of an audit, combined with the inherent limitations of internal control, 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, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. 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 the appropriate level of management of any material errors or any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. 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 require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

### **Audit Procedures-Internal Control**

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 the Uniform Guidance, 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 the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. 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 AICPA professional standards, *Government Auditing Standards* and the Uniform Guidance.

### **Audit Procedures-Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, 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*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of test of transactions and other applicable procedures described in the OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of those procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

### **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Management Responsibilities**

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all

accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include, identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Management is responsible for adjusting the financial statements to correct material misstatements and for 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 and illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud and 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 government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) that you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance, (3) that the methods of measurement or presentation have not changed from those used in the prior period; and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period; and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishment and maintenance of a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of 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 other 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.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the written management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes 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 agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. To mitigate these risks, we offer a method for you to send sensitive information to us securely and also one for us to securely send sensitive information to you. We strongly encourage the use of these secure methods, particularly for the transmission of Personally Identifiable Information (PII).

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

When delivered to the City, the audit reports and financial statements produced in connection with this engagement letter are public records and may be used (a) to fulfill the requirements of continuing disclosure under SEC Rule 15c2-12, (b) as inserts or incorporated by reference in offering documents issued by the City, and (c) for any lawful purpose of the City, all without subsequent consent from us. Any official statements in connection with debt issuances which include the above mentioned audit reports and financial statements shall contain the following: "Our independent auditor has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. The independent auditor also has not performed any procedures relating to this official statement."

At the conclusion of this engagement, we will complete the appropriate sections of 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 auditing findings, auditor's reports and a 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.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

The audit documentation for this engagement is our property and constitute confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to 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 the firm's personnel. Furthermore, upon request, we may provide photocopies of selected audit documentation to aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. During the term of this engagement, we agree to comply with the provisions of K.S.A. 44-1030.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the 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.

You agree that the term "those charged with governance", as used in Statement on Auditing Standards No. 114 for defining our communication responsibilities under that standard, consists of the mayor, city commission, and the city manager.

It is understood that the services provided by our firm necessarily rely, to some extent, on information provided by your organization, including management representations, as well as information and documents. Accordingly, your organization indemnifies our firm and its owners and employees, and holds them harmless from all claims, liabilities, losses or costs in connection with services provided by our firm that are affected in any way by erroneous, misleading, or incomplete information furnished by your organization. This indemnification will survive any terminations under this letter.

Mize Houser & Company P.A. and the City agree that any dispute arising hereunder (other than our efforts to collect unpaid fees and expenses) will, prior to resorting to litigation, be submitted to mediation by the parties. The parties will engage in the mediation process in good faith and such process shall be commenced by the written request by either party to the other to mediate any such dispute or alleged breach of this Agreement. Any mediation initiated as a result shall be administered within the state and county of the Mize Houser & Company P.A. office servicing the City by a mutually agreed-upon mediator in accordance with generally accepted mediation rules. Such mediation shall be binding on both parties only after execution of a written agreement setting forth the terms and conditions agreed to pursuant to such mediation. Any and all costs of mediation shall be divided equally between the parties hereto.

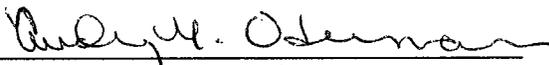
Audrey M. Odermann, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We agree that our gross fee, including all expenses, shall not exceed \$35,535. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit, including delays resulting from the untimely delivery of and incomplete preparation of schedules and questionnaires we have requested from your staff. 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. Our 2015 peer review report accompanies this letter.

We appreciate the opportunity to be of service to the City of Pittsburg, Kansas and believe this letter accurately summarized 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,

MIZE HOUSER & COMPANY P.A.  
Certified Public Accountants

By   
Audrey M. Odermann, CPA

RESPONSE:

This letter correctly sets forth the understanding of the City of Pittsburg, Kansas.

Management Signature: \_\_\_\_\_

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

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

Governance Signature: \_\_\_\_\_

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

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

VENDOR SET: 99 City of Pittsburg, KS  
BANK: \* ALL BANKS  
DATE RANGE: 9/07/2016 THRU 9/20/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	9/09/2016			178073		
C-CHECK	VOID CHECK	V	9/09/2016			178074		
C-CHECK	VOID CHECK	V	9/09/2016			178107		
C-CHECK	VOID CHECK	V	9/09/2016			178108		
C-CHECK	VOID CHECK	V	9/09/2016			178109		
C-CHECK	VOID CHECK	V	9/09/2016			178110		
C-CHECK	VOID CHECK	V	9/09/2016			178113		
C-CHECK	VOID CHECK	V	9/09/2016			178114		
C-CHECK	VOID CHECK	V	9/09/2016			178115		
C-CHECK	VOID CHECK	V	9/16/2016			178149		

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	10	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99 BANK: * TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
	10	0.00	0.00	0.00
BANK: * TOTALS:	10	0.00	0.00	0.00

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: 80144 BMO HARRIS BANK  
 DATE RANGE: 9/07/2016 THRU 9/20/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0523	AT&T	R	9/09/2016			178072		4,566.41
1991	OFFICE OF STATE FIRE MARSHAL	R	9/09/2016			178075		30.00
1	BREWER, KIM	R	9/09/2016			178076		105.00
6956	BSN SPORTS, INC	R	9/09/2016			178077		1,136.92
7481	TIMOTHY CASHERO	R	9/09/2016			178078		83.65
5283	CLASS LTD	R	9/09/2016			178079		28.80
4263	COX COMMUNICATIONS KANSAS LLC	R	9/09/2016			178080		76.18
4263	COX COMMUNICATIONS KANSAS LLC	R	9/09/2016			178081		28.37
4263	COX COMMUNICATIONS KANSAS LLC	R	9/09/2016			178082		90.69
0497	CRAWFORD COUNTY DISTRICT COURT	R	9/09/2016			178083		36.00
0375	WICHITA WATER CONDITIONING, IN	R	9/09/2016			178084		25.00
7589	EAGLEMED, LLC	R	9/09/2016			178085		615.00
6233	ELKHART BRASS MFG CO INC	R	9/09/2016			178086		1,416.60
7590	ERVIN J KICHLER	R	9/09/2016			178087		1,800.00
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	9/09/2016			178088		372.76
5357	JOPLIN BUSINESS JOURNAL	R	9/09/2016			178089		198.00
6720	JOPLIN POLICE DEPARTMENT	R	9/09/2016			178090		300.00
0787	KANSAS NAHRO	R	9/09/2016			178091		375.00
1	KUNSHEK, SCOTT	R	9/09/2016			178092		275.00
6750	HW LOCHNER, BWR DIVISION	R	9/09/2016			178093		48,480.51
7480	RODGER PETRAIT	R	9/09/2016			178094		70.78
1	PITTSBURG STATE UNIVERSITY	R	9/09/2016			178095		435.00

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: 80144 BMO HARRIS BANK  
 DATE RANGE: 9/07/2016 THRU 9/20/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7000	JACOB REAGAN	R	9/09/2016			178096		2.00
7591	REED COMPANY LLC	R	9/09/2016			178097		1,350.00
0188	SECRETARY OF STATE	R	9/09/2016			178098		126.00
0188	SECRETARY OF STATE	R	9/09/2016			178099		119.00
1	SHAUGHNESSY, TERI	R	9/09/2016			178100		275.00
1	SMARDO, STEVE	R	9/09/2016			178101		45.00
5718	ANDRA STEFANONI	R	9/09/2016			178102		500.00
7325	TODD A FISHER	R	9/09/2016			178103		45.04
0349	UNITED WAY OF CRAWFORD COUNTY	R	9/09/2016			178104		101.77
1264	UNIVERSITY OF KANSAS	R	9/09/2016			178105		60.00
5589	VERIZON WIRELESS SERVICES, LLC	R	9/09/2016			178106		9,087.52
2350	WASTE CORPORATION OF MISSOURI	R	9/09/2016			178111		129.81
1108	WESTAR ENERGY	R	9/09/2016			178112		113,976.19
5371	PITTSBURG FAMILY YMCA	R	9/09/2016			178116		147.44
2876	A-PLUS CLEANERS & LAUNDRY	R	9/16/2016			178139		796.00
2004	AIRE-MASTER OF AMERICA, INC.	R	9/16/2016			178140		16.40
5506	MIKE E BROWN	R	9/16/2016			178141		90.00
7544	TREY KEVIN BYRNE	R	9/16/2016			178142		105.00
6887	TRAVIS CARLTON	R	9/16/2016			178143		140.00
7481	TIMOTHY CASHERO	R	9/16/2016			178144		306.52
1616	CITY OF PITTSBURG	R	9/16/2016			178145		445.23
1	CLERK OF THE DISTRICT COURT	R	9/16/2016			178146		3.93

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: 80144 BMO HARRIS BANK  
 DATE RANGE: 9/07/2016 THRU 9/20/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5759	COMMUNITY HEALTH CENTER OF SEK	R	9/16/2016			178147		2,500.00
4263	COX COMMUNICATIONS KANSAS LLC	R	9/16/2016			178148		1,943.98
4263	COX COMMUNICATIONS KANSAS LLC	R	9/16/2016			178150		69.35
5620	CRAWFORD COUNTY ABSTRACT CO IN	R	9/16/2016			178151		500.00
1072	CUSIP GLOBAL SERVICES	R	9/16/2016			178152		1,064.00
7151	TOTALFUNDS BY HASLER	R	9/16/2016			178153		1,000.00
7372	RANDY W. HEATHERLY	R	9/16/2016			178154		140.00
7414	KANSAS GAS SERVICE (ESG)	R	9/16/2016			178155		1,045.73
2877	KDHE - BUREAU OF WATER	R	9/16/2016			178156		20.00
6656	KNIPP EQUIPMENT INC	R	9/16/2016			178157		643.00
7190	LEXISNEXIS RISK DATA MANAGEMEN	R	9/16/2016			178158		381.92
7305	TAYLOR MARTIN	R	9/16/2016			178159		175.00
5732	NATES LAWN AND LANDSCAPE INC	R	9/16/2016			178160		3,548.75
7482	JUSTIN NEWMAN	R	9/16/2016			178161		90.00
7593	SEAN PERKINS	R	9/16/2016			178162		105.00
7480	RODGER PETRAIT	R	9/16/2016			178163		57.91
5556	ROBBY PHILLIPS	R	9/16/2016			178164		51.48
6697	PITTSBURG EMERGENCY PHYSICIAN,	R	9/16/2016			178165		37.73
0187	PITTSBURG ROTARY CLUB	R	9/16/2016			178166		240.00
6536	POLYDYNE INC	R	9/16/2016			178167		1,620.00
3187	DEAN POWELL	R	9/16/2016			178168		850.00
0175	REGISTER OF DEEDS	R	9/16/2016			178169		52.00

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: 80144 BMO HARRIS BANK  
 DATE RANGE: 9/07/2016 THRU 9/20/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6451	NAZAR SAMAN	R	9/16/2016			178170		1,000.00
1	SLUDER, JAMES	R	9/16/2016			178171		4.00
6811	SYMBOL ARTS LLC	R	9/16/2016			178172		1,800.00
7532	CRAIG TAYLOR	R	9/16/2016			178173		60.00
7325	TODD A FISHER	R	9/16/2016			178174		372.91
7053	U.S. PEROXIDE, LLC	R	9/16/2016			178175		950.00
1108	WESTAR ENERGY	R	9/16/2016			178176		236.28
4636	WESTAR ENERGY, INC. (HAP)	R	9/16/2016			178177		1,662.56
7436	YOUNG & ASSOCIATES, P.A.	R	9/16/2016			178178		6,066.25
0038	LEAGUE OF KANSAS MUNICIPALITIE	E	9/12/2016			999999		3,845.49
0044	CRESTWOOD COUNTRY CLUB	E	9/19/2016			999999		306.06
0046	ETTINGERS OFFICE SUPPLY	E	9/12/2016			999999		563.15
0046	ETTINGERS OFFICE SUPPLY	E	9/19/2016			999999		637.08
0054	JOPLIN SUPPLY COMPANY	E	9/19/2016			999999		481.58
0062	LINDSEY SOFTWARE SYSTEMS, INC.	E	9/12/2016			999999		873.00
0068	BROOKS PLUMBING LLC	E	9/19/2016			999999		75.00
0073	K P & P INC	E	9/12/2016			999999		85.00
0101	BUG-A-WAY INC	E	9/12/2016			999999		60.00
0101	BUG-A-WAY INC	E	9/19/2016			999999		110.00
0105	PITTSBURG AUTOMOTIVE INC	E	9/12/2016			999999		407.33
0112	MARRONES INC	E	9/12/2016			999999		143.40
0128	VIA CHRISTI HOSPITAL	E	9/12/2016			999999		903.00

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: 80144 BMO HARRIS BANK  
 DATE RANGE: 9/07/2016 THRU 9/20/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0133	JIM RADELL CONSTRUCTION INC	E	9/12/2016			999999		10,490.50
0135	PITTSBURG AREA CHAMBER OF COMM	E	9/12/2016			999999		70.00
0142	HECKERT CONSTRUCTION CO INC	E	9/19/2016			999999		91,352.79
0181	INGRAM	E	9/12/2016			999999		19.56
0224	KDOR	D	9/13/2016			999999		7,014.07
0256	STEPHEN GILLIS	E	9/19/2016			999999		6.00
0276	JOE SMITH COMPANY, INC.	E	9/12/2016			999999		85.67
0292	UNIFIRST CORPORATION	E	9/19/2016			999999		60.45
0300	PITTSBURG FORD-MERCURY, INC.	E	9/19/2016			999999		4.08
0321	KP&F	D	9/09/2016			999999		44,595.15
0328	KANSAS ONE-CALL SYSTEM, INC	E	9/12/2016			999999		400.00
0329	O'MALLEY IMPLEMENT CO INC	E	9/12/2016			999999		2.58
0337	CROSS-MIDWEST TIRE	E	9/12/2016			999999		48.38
0476	TRIAD ENVIRONMENTAL SERVICE	E	9/19/2016			999999		5,003.00
0516	AMERICAN CONCRETE CO INC	E	9/12/2016			999999		370.00
0516	AMERICAN CONCRETE CO INC	E	9/19/2016			999999		237.50
0530	THYSSENKRUPP CORPORATION	E	9/12/2016			999999		826.17
0577	KANSAS GAS SERVICE	E	9/19/2016			999999		1,805.64
0583	DICKINSON INDUSTRIES INC	E	9/19/2016			999999		930.00
0620	APCO INTERNATIONAL, INC.	E	9/12/2016			999999		150.00
0628	KC BOBCAT	E	9/12/2016			999999		1,317.30
0728	ICMA	D	9/09/2016			999999		896.23

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: 80144 BMO HARRIS BANK  
 DATE RANGE: 9/07/2016 THRU 9/20/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0746	CDL ELECTRIC COMPANY INC	E	9/12/2016			999999		61.10
0746	CDL ELECTRIC COMPANY INC	E	9/19/2016			999999		151.00
0753	CRAWFORD COUNTY MENTAL HEALTH	E	9/19/2016			999999		12,500.00
0806	JOHN L CUSSIMANIO	E	9/12/2016			999999		270.00
1030	FREDDY VAN'S INC	E	9/19/2016			999999		4,300.00
1050	KPERS	D	9/09/2016			999999		35,129.16
1478	KANSASLAND TIRE OF PITTSBURG	E	9/12/2016			999999		545.13
1490	ESTHERMAE TALENT	E	9/12/2016			999999		25.00
1490	ESTHERMAE TALENT	E	9/19/2016			999999		25.00
1733	BOYD METALS OF JOPLIN INC	E	9/19/2016			999999		843.00
1792	B&L WATERWORKS SUPPLY, LLC	E	9/19/2016			999999		3,021.60
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	9/19/2016			999999		92.50
2035	O'BRIEN ROCK CO., INC.	E	9/19/2016			999999		2,905.07
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	9/12/2016			999999		15,250.58
2433	THE MORNING SUN	E	9/12/2016			999999		721.63
2433	THE MORNING SUN	E	9/19/2016			999999		143.85
2621	MONICA LAFORTE	E	9/12/2016			999999		31.25
2678	MID AMERICA ROOFING,	E	9/12/2016			999999		513.00
2921	DP2 BILLING SOLUTIONS, LLC	E	9/12/2016			999999		4,712.93
3261	PITTSBURG AUTO GLASS	E	9/19/2016			999999		50.00
4307	HENRY KRAFT, INC.	E	9/12/2016			999999		265.21
4766	ACCURATE ENVIRONMENTAL	E	9/19/2016			999999		1,539.75

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: 80144 BMO HARRIS BANK  
 DATE RANGE: 9/07/2016 THRU 9/20/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4791	SPRINGSTED INCORPORATED	E	9/19/2016			999999		750.00
5049	CRH COFFEE INC	E	9/12/2016			999999		93.15
5275	US LIME COMPANY-ST CLAIR	E	9/19/2016			999999		4,474.40
5482	JUSTIN HART	E	9/12/2016			999999		60.00
5566	VINYLPLEX INC	E	9/19/2016			999999		3,807.30
5590	HD SUPPLY WATERWORKS, LTD.	E	9/19/2016			999999		646.27
5610	I-CON SOLUTIONS INC	E	9/19/2016			999999		656.91
5623	CRAWFORD COUNTY CLERK	E	9/12/2016			999999		59.80
5623	CRAWFORD COUNTY CLERK	E	9/19/2016			999999		79.30
5640	CORRECT CARE SOLUTIONS LLC	E	9/19/2016			999999		18.00
5904	TASC	D	9/09/2016			999999		7,473.75
5957	PASTEUR PROPERTIES LLC	E	9/19/2016			999999		200.00
6175	HENRY C MENGHINI	E	9/12/2016			999999		1,140.20
6391	DOWNTOWN PITTSBURG HOUSING PAR	E	9/19/2016			999999		247.00
6402	BEAN'S TOWING & AUTO BODY	E	9/19/2016			999999		1,294.50
6415	GREAT WEST TANDEM KPERS 457	D	9/09/2016			999999		4,096.00
6494	BRIAN'S APPLIANCE REPAIR & INS	E	9/19/2016			999999		85.00
6630	PATRICK WALKER	E	9/12/2016			999999		140.00
6718	NATIONAL SCREENING BUREAU	E	9/12/2016			999999		374.50
6777	DH PACE CO	E	9/19/2016			999999		329.00
6926	MARTIN KYLE SAYRE	E	9/19/2016			999999		1,300.00
6952	ADP INC	D	9/16/2016			999999		703.06

VENDOR SET: 99 City of Pittsburg, KS  
BANK: 80144 BMO HARRIS BANK  
DATE RANGE: 9/07/2016 THRU 9/20/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7028	MATTHEW L. FRYE	E	9/19/2016			999999		400.00
7038	SIGNET COFFEE ROASTERS	E	9/19/2016			999999		82.50
7043	DREXEL TECHNOLOGIES	E	9/19/2016			999999		822.41
7191	ANDREW TRACTOR WORKS	E	9/12/2016			999999		767.00
7225	TYLER TECHNOLOGIES, INC	E	9/12/2016			999999		4,095.65
7240	JAY HATFIELD CERTIFIED USED CA	E	9/12/2016			999999		326.70
7283	CORESOURCE, INC	D	9/08/2016			999999		28,901.01
7283	CORESOURCE, INC	D	9/16/2016			999999		69,403.47
7284	TRANSYSTEMS CORPORATION	E	9/19/2016			999999		4,596.36
7290	DELTA DENTAL OF KANSAS INC	D	9/09/2016			999999		577.80
7290	DELTA DENTAL OF KANSAS INC	D	9/16/2016			999999		2,934.39
7335	TRUSS LLC	E	9/19/2016			999999		5,714.29
7401	JAMI L CROWDER	E	9/12/2016			999999		1,533.14
7448	CARUS CORPORATION	E	9/19/2016			999999		2,708.64
7473	CAROL BAKKE	E	9/19/2016			999999		75.00
7567	MERIDIAN OIL & EQUIPMENT LLC	E	9/19/2016			999999		4,188.80

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	75	216,701.37	0.00	216,701.37
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	11	201,724.09	0.00	201,724.09
EFT:	84	210,703.13	0.00	210,703.13
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 99 BANK: 80144	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
		170	629,128.59	0.00	629,128.59
BANK: 80144	TOTALS:	170	629,128.59	0.00	629,128.59

VENDOR SET: 99 City of Pittsburg, KS  
BANK: MAN MANUAL CKS  
DATE RANGE: 9/07/2016 THRU 9/20/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2519	EAGLE BEVERAGE CO INC	R	9/12/2016			178128		411.60

\* \* T O T A L S \* \*

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	411.60	0.00	411.60
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0			
VOID DEBITS:		0.00		
VOID CREDITS:		0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: MAN TOTALS:	1	411.60	0.00	411.60
BANK: MAN TOTALS:	1	411.60	0.00	411.60
REPORT TOTALS:	171	629,540.19	0.00	629,540.19

Passed and approved this 27<sup>th</sup> day of September, 2016.

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John Ketterman, Mayor

ATTEST:

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Tammy Nagel, City Clerk

(Published in The Morning Sun on \_\_\_\_\_, 2016.)

**ORDINANCE NO. S-1038**

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF \$5,155,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS, SERIES 2016A, OF THE CITY OF PITTSBURG, KANSAS, UNDER THE AUTHORITY OF K.S.A. 10-101 to 125, INCLUSIVE, K.S.A. 12-685 ET SEQ., K.S.A. 12-6a01 ET SEQ., AND CHARTER ORDINANCE NO. 25 OF THE CITY, ALL AS AMENDED.**

**WHEREAS**, the Governing Body of the **City of Pittsburg, Kansas**, (the “City”) has authorized pursuant to Resolution No. 1183, of the City passed and approved August 9, 2016, the construction of certain main trafficway improvements (the “Main Trafficway Improvements”) in the City at the estimated total cost of \$4,590,000 under the authority of K.S.A. 12-685 et seq., as amended; and

**WHEREAS**, the City has authorized pursuant to Resolution No. 1186 of the City passed and approved August 23, 2016, the construction of certain street improvements (the “Street Improvements”) in the City at the estimated total cost of \$255,000 under the authority of K.S.A. 12-6a01 et seq., as amended; and

**WHEREAS**, the City has authorized pursuant to Resolution No. 1184 of the City passed and approved August 9, 2016, the construction of certain airport improvements (the “Airport Improvements”) (the Main Trafficway Improvements, Street Improvements, and Airport Improvements are collectively referred to as the “Improvements”) in the City at the estimated cost of \$3,150,000, of which \$310,000 is payable from the issuance of general obligation bonds of the City with the balance payable from other legally available funds of the City under the authority of Charter Ordinance No. 25 of the City; and

**WHEREAS**, all legal requirements pertaining to the Improvements have been complied with and the total cost of the Improvements, has been ascertained to be \$7,995,000 (the “Project Cost”); and

**WHEREAS**, \$2,840,000 of the Project Cost will be paid from other legally available funds of the City; and

**WHEREAS**, \$255,000 of the Project Cost has been assessed by the City against those lots and parcels of land specially benefited thereby, none of which was paid to the City by the owners of such property, leaving unpaid the balance of the Project Cost in the amount of \$5,155,000 for which general obligation bonds of the City may be issued; and

**WHEREAS**, the City deems it necessary and advisable to issue its general obligation bonds in the aggregate principal amount of Five Million One Hundred Fifty-five Thousand Dollars (\$5,155,000) for the purpose of paying the balance of the Project Costs; and

**WHEREAS**, the City has, in accordance with K.S.A. 10-106, published notice (the “Sale Notice”) of the City’s intent to sell the Bonds; and

**WHEREAS**, the City does, in accordance with the terms and conditions of the Sale Notice, hereby authorize the issuance and sale of the bonds to the best bidder.

**NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF PITTSBURG, CRAWFORD COUNTY, KANSAS:**

**Section 1.** That for the purpose of providing funds to pay the cost of making the Improvements hereinbefore described, there is hereby authorized and directed to be issued General Obligation Bonds of the City in the aggregate principal amount Five Million One Hundred Fifty-five Thousand Dollars (\$5,155,000) (the “Bonds”) as provided by K.S.A. 12-685 et seq., K.S.A. 12-6a01 et seq., Charter Ordinance No. 25 of the City and Article 1 of Chapter 10, Kansas Statutes Annotated, all as amended. The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such form, shall be subject to redemption and payment prior to the maturity thereof and shall be issued in the manner prescribed and subject to the provisions, covenants and agreements set forth in a resolution of the Governing Body of the City adopted the same date as the date of the passage and approval of this Ordinance (the “Resolution”).

**Section 2.** That the Mayor and City Clerk are hereby authorized to prepare and execute the Bonds and when so executed, the Bonds shall be registered as required by law and the Governing Body shall annually make provisions for the payment of the principal of, redemption premium, if any, and interest on the Bonds as the same shall become due by levying a tax upon all the taxable property of the City.

**Section 3.** That the City shall, and the officers, agents and employees of the City are hereby authorized and directed to, take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with and perform the duties of the City with respect to the Bonds and the Resolution all as necessary to carry out and give effect to the transaction contemplated hereby and thereby.

**Section 4.** That if any portion or provision of this Ordinance or the Bonds shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such portion or provisions shall not effect any of the remaining provisions of this Ordinance or the Bonds but this Ordinance and said Bonds shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

**Section 5.** That the Bonds shall be issued and sold to the purchaser thereof in accordance with both their bid for the purchase thereof and the terms and conditions of this Ordinance.

**Section 6.** That this Ordinance shall take effect and be in force from and after its passage and publication in the official City newspaper.

**PASSED** by the Governing Body and approved by the Mayor this 27th day of September 2016.

**CITY OF PITTSBURG, KANSAS**

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John Ketterman, Mayor

ATTEST:

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Tammy Nagel, City Clerk

(SEAL)

\*\*\*\*\*

RESOLUTION

OF

CITY OF PITTSBURG, KANSAS

PASSED

SEPTEMBER 27, 2016

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\$5,155,000  
GENERAL OBLIGATION BONDS  
SERIES 2016A

\*\*\*\*\*

RESOLUTION

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- Exhibit A: Form of Bond
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**RESOLUTION NO. 1190**

**A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF THE CITY OF PITTSBURG, KANSAS, GENERAL OBLIGATION BONDS, SERIES 2016A, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$5,155,000 THE ISSUANCE OF WHICH WAS AUTHORIZED BY THE CITY PURSUANT TO ITS ORDINANCE NO. S-1038 PASSED AND APPROVED SEPTEMBER 27, 2016; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.**

**WHEREAS**, the Governing Body of the **City of Pittsburg, Kansas**, (the “City”) has authorized pursuant to Resolution No. 1183, of the City passed and approved August 9, 2016, the construction of certain main trafficway improvements (the “Main Trafficway Improvements”) in the City at the estimated total cost of \$4,590,000 under the authority of K.S.A. 12-685 et seq., as amended; and

**WHEREAS**, the City has authorized pursuant to Resolution No. 1186 of the City passed and approved August 23, 2016, the construction of certain street improvements (the “Street Improvements”) in the City at the estimated total cost of \$255,000 under the authority of K.S.A. 12-6a01 et seq., as amended; and

**WHEREAS**, the City has authorized pursuant to Resolution No. 1184 of the City passed and approved August 9, 2016, the construction of certain airport improvements (the “Airport Improvements”) (the Main Trafficway Improvements, Street Improvements, and Airport Improvements are collectively referred to as the “Improvements”) in the City at the estimated cost of \$3,150,000, of which \$310,000 is payable from the issuance of general obligation bonds of the City with the balance payable from other legally available funds of the City under the authority of Charter Ordinance No. 25 of the City; and

**WHEREAS**, the City has by its Ordinance No. S-1038 passed and approved September 27, 2016, (the "Ordinance") authorized the issuance of its General Obligation Bonds, Series 2016A, in the aggregate principal amount of \$5,155,000 (the "Bonds") under the authority of K.S.A. 12-685 et seq., K.S.A. 12-6a01 et seq., Charter Ordinance No. 25 of the City and Article 1 of Chapter 10, Kansas Statutes Annotated, all as amended; and

**WHEREAS**, in accordance with the City's notice of the sale of the Bonds published in accordance with the requirements of law the Bonds have been sold to and purchased by \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_; and

**WHEREAS**, in accordance with the terms and conditions of the Ordinance, the City hereby intends to both prescribe the form and details of the Bonds and authorize certain other documents and actions in connection with the issuance of the Bonds.

## ARTICLE I

### DEFINITIONS

**Section 101. Definitions of Words and Terms.** In addition to words and terms identified elsewhere herein, the following words and terms as used in this Resolution shall have the following meanings:

**"Arbitrage Instructions"** means the Arbitrage Instructions in the City's Federal Tax Certificate dated as of the date of issuance and delivery of the Bonds, as the same may be amended or supplemented in accordance with the provisions thereof.

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

**"Bond Counsel"** means the firm of Nichols and Wolfe Chartered, or any other attorney or firm of attorneys with a nationally recognized standing in the field of municipal bond financing as selected by the City.

**"Bond Payment Date"** means any date on which principal of or interest on any Bond is payable.

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

**"Bond Registrar"** means the Treasurer of the State of Kansas, Topeka, Kansas, and its successors and assigns.

**"Bonds"** means the General Obligation Bonds, Series 2016A, authorized and issued by the City pursuant to the Ordinance.

**"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 name of The Depository Trust Company, New York, New York.

**"City"** means the City of Pittsburg, Kansas, the issuer of the Bonds.

**"Clerk"** means the duly appointed and/or elected Clerk of the City or, in the Clerk's absence, the duly appointed Deputy Clerk or Acting Clerk of the City.

**"Code"** means the Internal Revenue Code of 1986, as amended.

**"Costs of Issuance"** means all costs of issuing the Bonds, including 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 with the Disclosure Certificate, all expenses, if any, incurred in connection with receiving ratings on the Bonds.

**"Dated Date"** means October 20, 2016.

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

**"Defeasance Obligations"** means any of the following obligations:

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

(b) 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 City 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; and

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

**"Disclosure Certificate"** means the Continuing Disclosure Certificate attached to the City's Final Certificate as Exhibit D and included in the transcript of proceedings pertaining to the issuance of the Bonds.

**"Event of Default"** means each of the following occurrences or events:

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

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

(c) The City shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Resolution on the part of the City to be performed (other than relating to Rule 15c2-12 as defined in the Disclosure Certificate), 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 City by the Owner of any of the Bonds then Outstanding.

**"Federal Tax Certificate"** means the certificate so named and included in the transcript of proceedings pertaining to the issuance of the Bonds describing the investment and use of the proceeds of the Bonds.

**"Fiscal Year"** means the twelve month period ending on December 31.

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

**"Improvements"** mean certain main trafficway, water line, and airport improvements constructed in the City in accordance with the legal authority as described in the recitals to this Resolution.

**"Interest Payment Date(s)"** means the Stated Maturity of an installment of interest on any Bond which shall be March 1 and September 1 of each year, commencing March 1, 2017.

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

**"Mayor"** means the duly appointed and/or elected Mayor of the City or, in the Mayor's absence, the duly appointed Deputy Mayor or Acting Mayor of the City.

**"Moody's"** means Moody's Investors Service, Inc., New York, New York, and any successors or assigns to the Bond rating functions thereof which is deemed acceptable by the City and Bond Counsel.

**"Ordinance"** means Ordinance No. S-1038 passed and approved September 27, 2016, and published as required by law, pursuant to which the issuance of the Bonds has been authorized.

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

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

(b) Bonds deemed to be paid in accordance with the provisions of **Section 701** hereof; and

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

**"Owner"** when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register.

**"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"** means: (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 City's temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks located in the county or counties in which the City is located; (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 with 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, Inc. or Standard & Poor's; (i) investments in 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 States 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). No Permitted Investment shall include any derivative 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.

**"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.

**"Principal and Interest Account"** means the Principal and Interest Account for the City of Pittsburg, Kansas, General Obligation Bonds, Series 2016A, created herein within the City's Bond and Interest Fund.

**"Project Account"** means the Project Account in the treasury of the City, created herein.

**"Purchase Price"** means the purchase price of the Bonds as set forth in the Bid Proposal for Purchase of Bonds as submitted by the Original Purchaser and accepted by the City.

**"Purchaser"** means \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, the original purchaser of the Bonds.

**"Rebate Fund"** means the Rebate Fund for the City of Pittsburg, Kansas, General Obligation Bonds, Series 2016A, created herein.

**"Record Dates"** for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) of each month preceding such Interest Payment Date.

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

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

**"Replacement Bonds"** means Bonds issued to the beneficial owners of the Bonds in accordance with **Section 211** hereof.

**"Representation Letter"** means the Blanket Issuer Letter of Representations from the City to the Securities Depository with respect to the Bonds, substantially in the form attached to this Resolution as Exhibit B.

**"Resolution"** means this resolution relating to the Bonds.

**"Securities Depository"** means, initially, The Depository Trust Company, New York, New York, and its successors and assigns.

**"Special Record Date"** means the date fixed by the Paying Agent pursuant to **Section 204** hereof for the payment of Defaulted Interest.

**"Standard & Poor's"** means Standard & Poor's Ratings Services, a division of Standard & Poor's Financial Services LLC, a part of McGraw Hill Financial, Inc., New York, New York and any successors or assigns to the Bond rating functions thereof which is deemed acceptable by the City and Bond Counsel.

**"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 of Kansas.

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

**"Treasurer"** means the duly appointed and/or elected Treasurer of the City or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the City.

**"United States Government Obligations"** means bonds, notes, certificates of indebtedness, treasury bills or other securities consisting of 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 the 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).

## ARTICLE II

### AUTHORIZATION AND DETAILS OF THE BONDS

**Section 201. Authorization of the Bonds.** There shall be issued and hereby are authorized and directed to be issued the General Obligation Bonds, Series 2016A, of the City in the aggregate principal amount of \$5,155,000 for the purpose of providing funds to pay the costs of the Improvements.

**Section 202. Description of the Bonds.** The Bonds shall consist of fully registered bonds in the denominations of \$5,000 or any integral multiple thereof and shall be numbered in such manner as the Bond Registrar shall determine. All of the Bonds shall be dated October 20, 2016, shall become due in the amounts on the Stated Maturities (subject to redemption and payment prior to their Stated Maturities as provided in Article III hereof), and shall bear interest at the rates per annum as follows:

SERIAL BONDS

MATURITY (SEPTEMBER 1)	PRINCIPAL AMOUNT	INTEREST RATE
2017	\$320,000	_____%
2018	315,000	____
2019	320,000	____
2020	320,000	____
2021	325,000	____
2022	330,000	____
2023	330,000	____
2024	335,000	____
2025	340,000	____
2026	350,000	____
2027	360,000	____
2028	365,000	____
2029	370,000	____
2030	385,000	____
2031	390,000	____

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

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

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

The City will at all times maintain a Paying Agent and Bond Registrar meeting the qualifications herein described for the performance of the duties hereunder. The City reserves the right to appoint a successor Paying Agent or Bond Registrar by (1) filing with the Paying Agent or Bond Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Bond Registrar and appointing a successor, and (2) causing notice of appointment of the successor Paying Agent and Bond Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Bond Registrar shall become effective until a successor has been appointed and has accepted the duties of Paying Agent or Bond Registrar.

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

**Section 204. Method and Place of Payment of the Bonds.** The principal or Redemption Price of and interest on the Bonds shall be payable in any coin or currency which,

on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

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

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

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

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

**Section 205. Registration, Transfer and Exchange of Bonds.** The City covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Bond Registrar as herein provided. Each Bond when issued shall be registered in the name of the Owner thereof on the Bond Register.

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

Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature

satisfactory to the Bond Registrar, duly executed by the Owner thereof or by the Owner's duly authorized agent.

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

The City and the Bond Registrar shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to **Section 303** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the City 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 204** hereof.

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

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

**Section 206. Execution, Registration, Authentication and Delivery of Bonds.** Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be executed for and on behalf of the City by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the Clerk and the seal of the City shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and to cause the Bonds to be registered in the office of the Clerk, which registration shall be evidenced by the manual or facsimile signature of the Clerk with the seal of the City affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

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

**Section 207. Mutilated, Lost, Stolen or Destroyed Bonds.** If (a) any mutilated Bond is surrendered to the Bond Registrar or the Bond Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the City and the Bond Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the City or the Bond Registrar that such Bond has been acquired by a bona fide purchaser, the City shall execute and, upon the City's request, the Bond Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

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

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

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

**Section 208. Cancellation and Destruction of Bonds Upon Payment.** All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the City.

**Section 209. Preliminary and Final Official Statement.** The preliminary Official Statement dated September 7, 2016, is hereby ratified and approved. 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 City hereby deems the information regarding the City 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 City 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 Bonds is hereby authorized. The proper officials of the City are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

The City agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds 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 210. Sale of the Bonds.** The sale of the Bonds to the Purchaser is hereby ratified and confirmed. Delivery of the Bonds shall be made to the Purchaser as soon as practicable after the passage of this Resolution, upon payment of the Purchase Price.

**Section 211. Book-Entry Bonds; Securities Depository.**

(a) The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no beneficial owner will receive certificates representing their respective interests in the Bonds, except in the event the Bond Registrar issues Replacement Bonds as provided in subsection (b) hereof. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Bond Registrar authenticates and delivers Replacement Bonds to the beneficial owners as described in subsection (b).

(b) (1) If the City determines (A) that the Securities Depository is unable to properly discharge its responsibilities, or (B) 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 (C) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Bonds, or (2) if the Bond Registrar receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Bonds, then the Bond Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Bond Registrar shall register in the name and authenticate and deliver Replacement Bonds to the beneficial owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (1)(A) or (1)(B) of this subsection (b), the City, with the consent of the Bond Registrar, may select a successor securities depository in accordance with **Section 211(c)** hereof to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Bond Registrar, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the City, the Bond Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with **Section 211(c)** hereof, then the Bond Registrar shall authenticate and cause delivery of Replacement Bonds to Owners, as provided herein. The Bond Registrar may rely on information from the Securities Depository and its Participants as to the

names of the beneficial owners of the Bonds. The cost of printing, registration, authentication and delivery of Replacement Bonds shall be paid for by the City.

(c) 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 City may appoint a successor Securities Depository provided the Bond Registrar and the City receive written evidence with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Bond Registrar upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

(d) The execution and delivery of the Representation Letter to DTC by the Mayor of the City in the form attached hereto as Exhibit B with such changes, omissions, insertions and revisions as the Mayor shall deem advisable, is hereby authorized, and execution of the Representation Letter by the Mayor shall be conclusive evidence of such approval. The Representation Letter shall set forth certain matters with respect to, among other things, notices, consents and approvals by Registered Owners of the Bonds and beneficial Owners and payments on the Bonds. The Paying Agent shall have the same rights with respect to its actions thereunder as it has with respect to its actions under this Resolution.

### ARTICLE III

#### REDEMPTION OF BONDS

**Section 301. Optional Redemption by City.** At the option of the City, the Bonds or portions thereof maturing on September 1, 2025, and thereafter may be called for redemption and payment prior to their Stated Maturity on September 1, 2024, and thereafter as a whole or in part at any time (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the City), 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 Bonds to be Redeemed.** Bonds shall be redeemed only in the principal amount of \$5,000 or any integral multiple thereof. When less than all of the Bonds of the same maturity are to be redeemed and paid prior to their Stated Maturity, the Bonds to be redeemed shall be selected by the Bond Registrar in \$5,000 units of principal amount in such equitable manner as the Bond Registrar may determine.

In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than \$5,000 are then Outstanding, then for all purposes in connection with such redemption each \$5,000 of face value shall be treated as though it were a separate Bond of the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of face value represented by any Bond is selected for redemption, then upon notice of intention to redeem such \$5,000 unit or units, the Owner or the Owner's duly authorized agent shall forthwith present and surrender such Bond to the Bond Registrar: (1) for payment of the Redemption Price and interest to the Redemption Date of such \$5,000 unit or units of face value called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption

date to the extent the \$5,000 unit or units of face value called for redemption (and to that extent only).

**Section 303. Notice and Effect of Call for Redemption.** In the event the City desires to call the Bonds for redemption prior to maturity, written notice of such intent shall be provided to the Bond Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Bond Registrar shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by it of the City's written notice. If the Bonds are refunded more than 90 days in advance of such Redemption Date, any escrow agreement entered into by the City in connection with such refunding shall provide that such written instructions to the Paying Agent shall be given by the escrow agent on behalf of the City not more than 90 days prior to the Redemption Date. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in **Section 303** are met.

Unless waived by any Owner of Bonds to be redeemed, the Bond Registrar shall give written notice of the redemption of said Bonds on a specified date, the same being described by maturity, said notice to be mailed by United States first class mail addressed to the Owners of said Bonds to be redeemed and to the Original Purchaser of the Bonds, each of said notices to be mailed not less than 30 days prior to the date fixed for redemption. The City and Bond Registrar shall also give such additional notice as may be required by Kansas law or regulations of the Securities and Exchange Commission in effect as of the date of such notice.

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

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

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

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

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

redemption of any Bond, there shall be prepared for the Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

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

#### ARTICLE IV

##### SECURITY FOR AND PAYMENT OF BONDS

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

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

The taxes referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the City are levied and collected. The proceeds derived from said taxes shall be deposited in the Principal and Interest Account, shall be kept separate and apart from all other funds of the City and shall be used solely for the payment of the principal of, premium, if any, and interest on the Bonds as and when the same become due, taking into account the fees and expenses of the Bond Registrar and Paying Agent.

If at any time said taxes are not collected in time to pay the principal of or interest on the Bonds when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the City 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 MONEYS

**Section 501. Establishment of Funds and Accounts.** Simultaneously with the issuance of the Bonds, there shall be created within the treasury of the City the following funds and accounts:

- (a) In the treasury of the City, the "Project Account";

(b) In the City's Bond and Interest Fund, the "Principal and Interest Account for the City of Pittsburg, Kansas, General Obligation Bonds, Series 2016A (the "Principal and Interest Account"); and

(c) Rebate Fund for the City of Pittsburg, Kansas, General Obligation Bonds, Series 2016A (the "Rebate Fund").

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

**Section 502. Disposition of Bond Proceeds.** The proceeds of the Bonds in the amount of \$\_\_\_\_\_ upon issuance and delivery thereof, shall be deposited in the Project Account.

**Section 503. Withdrawals from the Project Account.** The Treasurer shall make withdrawals from the Project Account solely for the purpose of permanently financing the costs of the Improvements and paying the costs of issuing the Bonds. Such withdrawals shall be made only on due authorization by the governing body of the City.

**Section 504. Surplus in the Project Account.** All moneys remaining in the Project Account after the completion of the Improvements, as determined by the governing body of the City, shall be transferred immediately to the Principal and Interest Account and applied to the next installment of principal due on the series of Bond from which surplus moneys remain.

**Section 505. Application of Moneys in Principal and Interest Account.** All amounts paid and credited to the Principal and Interest Account shall be expended and used by the City for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due and the usual and customary fees and expenses of the Bond Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Principal and Interest Account sums sufficient to pay both principal or Redemption Price of and interest on the Bonds and the fees and expenses of the Bond Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Bond Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the City. 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 Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Bonds and entitled to payment from such moneys.

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

**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 Arbitrage Instructions. All money at any time deposited in the Rebate Fund shall be held in trust, to the extent required to pay rebatable arbitrage to the United States of America, and neither the City nor the Owner of any Bonds shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and the Arbitrage Instructions.

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

(c) Notwithstanding any other provision of this Resolution, including in particular Article VII hereof, the obligation to pay rebatable arbitrage to the United States of America and to comply with all other requirements of this Section and the Arbitrage Instructions shall survive the defeasance or payment in full of the Bonds.

(d) The Arbitrage Instructions may be amended or replaced if, in the opinion of Bond Counsel, such amendment or replacement will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds.

**Section 507. Deposits and Investment of Moneys.** Moneys in each of the Funds and Accounts shall be deposited in accordance with the requirements of K.S.A. 10-131, as amended. All such deposits shall be continuously and adequately secured by the financial institutions holding such deposits 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 City so that there shall be no commingling of such funds with any other funds of the City.

Moneys held in the funds and accounts herein created or established in conjunction with the issuance of the Bonds may be invested by the City in Permitted Investments or in other investments allowed by Kansas law in such amounts and maturing at such times as shall reasonably provide for moneys to be available when required in said accounts or funds; 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 or account was created. All interest on any Permitted Investment held in any fund or account (except amounts required to be deposited in the Rebate Fund in accordance with the Arbitrage Instructions) shall accrue to and become a part of such fund or account; provided, however, that interest earned on investments of moneys held in the Project Account may, at the direction of the governing body of the City, be paid and credited to the Principal and Interest Account and used to pay interest on the Bonds. In determining the amount held in any fund or account under the provisions of the Resolution, Permitted Investments shall be valued at their par value or at their then redemption value, whichever is lower.

**Section 508. Nonpresentment of Bonds.** If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the City to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, said Bond. If such funds shall have remained unclaimed for five (5) years after such principal or interest has become due and payable, such funds shall be paid to the City; and all liability of the Paying Agent to the owner thereof for the payment of such Bond shall forthwith cease, terminate and be completely discharged. The obligations of the Paying Agent under this Section to pay any such funds to the City shall be subject to any provisions of law applicable to the Paying Agent or to such funds providing other requirements for disposition of unclaimed property.

## ARTICLE VI

### DEFAULT AND REMEDIES

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

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the 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 City, its officers, agents and employees to account as if they were the trustees of an express trust; and

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

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

**Section 603. Remedies Cumulative.** No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Bonds by this 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 City and the Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

## ARTICLE VII

### DEFEASANCE

**Section 701. Defeasance.** When any or all of the Bonds or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Resolution and the pledge of the City's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of said Bonds and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments; provided, however, that if any such Bonds are to be redeemed prior to their Stated Maturity, (1) the City has elected to redeem such Bonds, and (2) either notice of such redemption has been given, or the City has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Bond Registrar to give such notice of redemption in compliance with **Section 303** of this 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 City, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Resolution.

## ARTICLE VIII

### TAX COVENANTS

#### **Section 801. General Covenants.**

(a) The City covenants and agrees that (1) it will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds and (2) it will not use or permit the use of any proceeds of Bonds or any other funds of the City, will not take or permit any other action, or fail to take any action, if any such action or failure to take action would adversely effect the exclusion from gross income of the interest on the Bonds. The City will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the City.

(b) The City covenants and agrees that (1) it will use the proceeds of the Bonds as soon as practicable and with all reasonable dispatch for the purposes for which the Bonds are issued, and (2) it will not invest or directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the City in any manner, to take or omit to take any action, that

would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code.

(c) The City covenants and agrees that it will not use any portion of the proceeds of the Bonds, including any investment income earned on such proceeds, directly or indirectly, in a manner that would cause any Bond to be a "private activity bond" within the meaning of Section 141(a) of the Code.

**Section 802. Rebate Covenant.** The City covenants and agrees that it will pay or provide for the payment from time to time all amounts required to be rebated to the United States pursuant to Section 148(f) of the Code and the Arbitrage Instructions. This covenant shall survive payment in full or defeasance of the Bonds. The Arbitrage Instructions may be amended or replaced if, in the opinion of Bond Counsel such amendment or replacement will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds.

**Section 803. Survival of Covenants.** The covenants contained in this Article shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to Article VII hereof or any other provision of this Resolution until the final maturity date of all Bonds Outstanding.

**Section 804. Qualified Tax-exempt Obligations.** The Bonds are designated as "qualified tax-exempt obligations" for the purposes of Section 265(b)(3) of the Code.

## ARTICLE IX

### CONTINUING DISCLOSURE REQUIREMENTS

**Section 901. Disclosure Requirements.** The City hereby covenants with the Purchaser and the Beneficial Owners (as defined in the Disclosure Certificate) to provide and disseminate such information as is required by Rule 15c2-12 (as defined in the Disclosure Certificate) and is further set forth in the Disclosure Certificate. Such covenant shall be for the benefit of and enforceable by the Purchaser and such Beneficial Owners.

**Section 902. Failure to Comply with Continuing Disclosure Requirements.** In the event the City fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any such Beneficial Owner may make demand for such compliance by written notice to the City. In the event the City does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any such 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 such Beneficial Owner shall deem effectual to protect and enforce any of the duties of the City under such preceding section.

## ARTICLE X

### MISCELLANEOUS PROVISIONS

**Section 1001. Annual Audit.** Annually, promptly after the end of the Fiscal Year, the City will cause an audit to be made of its Funds and Accounts for the preceding Fiscal Year by a certified public accountant or firm of certified public accountants.

Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk. Such audit shall at all times during the usual business hours of the City be open to the examination and inspection by any taxpayer, any Owner of the Bonds or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner.

As soon as possible after the completion of the annual audit, the governing body of the City shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Resolution, the City shall promptly cure such deficiency.

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

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

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

Without notice to or the consent of any Owners, the City may amend or supplement this Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity therein 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 Bonds or of this 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 City amending or supplementing the provisions of this Resolution and shall be deemed to be a part of this Resolution. A certified copy of every such amendatory or supplemental resolution, if any, and a certified copy of this 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 Bond or a prospective purchaser or owner of any Bond authorized by this 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 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 City hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The City shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Resolution which affects the duties or obligations of the Paying Agent under this 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 Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Resolution, and shall be conclusive in favor of the City 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 make acknowledgements within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

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

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

**Section 1004. Further Authority.** The officers and officials of the City, 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 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 1005. Severability.** If any section or other part of this Resolution is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Resolution.

**Section 1006. Governing Law.** This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

**Section 1007. Effective Date.** This Resolution shall take effect and be in full force from and after its passage by the governing body of the City.

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**PASSED** by the governing body of the City on September 27, 2016.

CITY OF PITTSBURG, KANSAS

(SEAL)

\_\_\_\_\_  
John Ketterman, Mayor

ATTEST:

\_\_\_\_\_  
Tammy Nagel, City Clerk

CERTIFICATE

I, the undersigned, hereby certify that the above and foregoing is a true and correct copy of the Resolution of the governing body of the City of Pittsburg, Kansas, adopted by the governing body at a regularly scheduled meeting held on September 27, 2016, as the same appears of record in my office, and that the Resolution has not been modified, amended or repealed and is in full force and effect as of this date.

DATED: September 27, 2016.

\_\_\_\_\_  
Tammy Nagel, City Clerk

(SEAL)

EXHIBIT A  
(FORM OF BOND)

Unless this certificate is presented by an authorized representative of The Depository Trust Company 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 such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA  
STATE OF KANSAS  
COUNTY OF CRAWFORD  
CITY OF PITTSBURG  
GENERAL OBLIGATION BOND  
SERIES 2016A

No. R-\_\_\_\_\_ \$ \_\_\_\_\_

Rate of Interest: \_\_\_\_\_ Maturity Date: September 1, 20\_\_ Dated Date: October 20, 2016 CUSIP \_\_\_\_\_

Registered Owner: \_\_\_\_\_  
Principal Amount: \_\_\_\_\_ Dollars

The City of Pittsburg, in the County of Crawford, State of Kansas, (the "City") for value received acknowledges itself to be indebted to and promises to pay, but solely from the sources hereinafter pledged, to the registered owner identified above, or registered assigns as hereinafter provided, on the maturity date identified above, the principal amount identified above, and in like manner to pay, as of the Record Dates as hereinafter provided, interest on such principal amount from the date of this Bond or from the most recent interest payment date to which interest has been paid prior to the registration date set forth below at the rate of interest per annum set forth above semiannually on March 1 and September 1 of each year (the "Interest Payment Dates") commencing March 1, 2017, until said principal amount is paid.

The principal of and premium, if any, on this Bond shall be payable in lawful money of the United States of America at the office of the Treasurer of the State of Kansas, Topeka, Kansas, (the "Paying Agent" and "Bond Registrar") upon presentation of this Bond for payment and cancellation. The interest on this Bond shall be payable in lawful money of the United States of America by check or draft of the Paying Agent by mailing to the registered owner thereof at the address appearing on the registration books of the City maintained by the Bond Registrar or at such other address as is furnished in writing by such registered owner to the Bond Registrar at the close of business on the 15th day of February or August next preceding the applicable interest payment date (the "Record Dates"). The full faith, credit and resources of the City are hereby pledged for the payment of the principal of and interest on this Bond and the issue of which it is a part as the same respectively become due.

This Bond is one of a duly authorized series of Bonds of the City aggregating the principal amount of \$5,155,000 (the "Bonds") issued for the purposes set forth in Ordinance No. S-1038 of the City (the "Ordinance"). This Bond and the series of Bonds of which it is a part 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. 10-101 to 125, inclusive, as amended by K.S.A. 10-620 to 10-632, inclusive, K.S.A. 12-685 et seq., K.S.A. 12-6a01 et seq., Charter Ordinance No. 25 of the City and all amendments thereof, acts supplemental

thereto, the Ordinance, Resolution No. 1190 of the City (the "Resolution") and all other provisions of the laws of the State of Kansas applicable thereto.

The Bonds are issued in fully registered form in the denomination of \$5,000 each or authorized integral multiples thereof. This Bond may be exchanged at the principal office of the Bond Registrar for a like aggregate principal amount of Bonds of the same maturity of other authorized denominations upon the terms set forth in the authorizing Ordinance and the Resolution.

At the option of the City, the Bonds maturing in the years 2025 and thereafter may be called for redemption and payment prior to maturity on September 1, 2024, and thereafter in whole or in part at any time in such order as may be determined by the City (selection of Bonds within the same maturity to be by lot by the Bond Registrar in such manner as it shall determine) at a redemption price of 100% of the principal amount redeemed, plus accrued interest to date of redemption.

Bonds will be redeemed in integral multiples of \$5,000. If less than all Bonds are called for redemption, the Bond Registrar will, in the case of Bonds in denominations greater than \$5,000, treat each \$5,000 of face value as though it were a separate Bond.

In the event of any such redemption, the Paying Agent shall give notice of such call by mailing a copy of the redemption notice by first class mail, postage prepaid, not less than thirty (30) days prior to the date of such redemption to the registered owner of each Bond to be redeemed at the address shown on the registration books maintained by the Bond Registrar. Failure to give such notice by mailing to the registered owner of any Bond, or any defect therein, shall not affect the validity of any proceedings for the redemption of other Bonds. Any notice mailed as provided herein shall be conclusively presumed to have been duly given, whether or not the owner of such Bonds received the notice.

The City and the Bond Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof, or redemption price hereof and interest due hereon and for all other purposes.

This Bond is transferable by the registered owner hereof in person or by his attorney duly authorized in writing at the principal office of the Bond Registrar, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution, and upon surrender and cancellation of this Bond. The City shall pay out of the proceeds of the Bonds or from other funds all costs incurred in connection with the issuance, transfer, exchange, registration, redemption or payment of the Bonds except (a) the reasonable fees and expenses in connection with the replacement of a Bond or Bonds mutilated, stolen, lost or destroyed or (b) any tax or other governmental charge imposed in relation to the transfer, exchange, registration, redemption or payment of the Bonds. Upon such transfer a replacement Bond or Bonds of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefore.

It is hereby certified and declared that all acts, conditions and things required to be done and to exist precedent to and in the issuance of this Bond have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and Laws of the State of Kansas, and that the total indebtedness of said City, including this series of bonds, does not exceed any constitutional or statutory limitation.

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

IN WITNESS WHEREOF, the said City of Pittsburg, in the State of Kansas, by its governing body, has caused this Bond to be executed by its Mayor and attested by its City Clerk by their manual or facsimile signatures with its corporate seal to be affixed or imprinted hereon, all as of the 20th day of October, 2016.

CITY OF PITTSBURG, KANSAS

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

ATTEST: \_\_\_\_\_  
(manual or facsimile)  
City Clerk

(SEAL)

\*\*\*\*\*

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the City of Pittsburg, Kansas, General Obligation Bonds, Series 2016A described in the within mentioned Resolution.

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

OFFICE OF THE STATE TREASURER  
Topeka, Kansas,  
as Bond Registrar and Paying Agent

By \_\_\_\_\_

I.D.#: \_\_\_\_\_

\*\*\*\*\*

CERTIFICATE OF CITY CLERK

I, the undersigned, City Clerk of the City of Pittsburg, Kansas, do hereby certify that this Bond has been duly registered in my office according to law as of October 20, 2016.

WITNESS my hand and official seal.

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

(SEAL)

\*\*\*\*\*

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

I, RON ESTES, Treasurer of the State of Kansas, do hereby certify that a full and complete transcript of the proceedings leading up to the issuance of this Bond has been filed in my office and that this Bond was registered in my office according to law this \_\_\_\_\_.

WITNESS my hand and official seal.

RON ESTES  
TREASURER OF THE STATE OF KANSAS

By \_\_\_\_\_  
Assistant State Treasurer

(SEAL)

\*\*\*\*\*

BOND ASSIGNMENT

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

\_\_\_\_\_  
(Name and Address)

\_\_\_\_\_

\_\_\_\_\_  
(Social Security or Taxpayer Identifying No.)

the Bond to which this assignment is affixed in the outstanding principal amount of \$\_\_\_\_\_ standing in the name of the undersigned on the books of the Treasurer of the State of Kansas (the "Bond Registrar"). The undersigned does (do) hereby irrevocably constitute and appoint \_\_\_\_\_ as attorney to transfer said Bond on the books of said Bond Registrar with full power of substitution in the premises.

Dated \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Social Security or Taxpayer  
Identifying No.

\_\_\_\_\_  
Signature (Sign Here Exactly as  
Name(s) Appear on Face of  
Certificate)

Signature guaranty:

By \_\_\_\_\_

\*\*\*\*\*

EXHIBIT B  
(DTC LETTERS OF REPRESENTATIONS)

(Published in The Morning Sun on \_\_\_\_\_, 2016.)

**ORDINANCE NO. S-1039**

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF \$6,500,000 AGGREGATE PRINCIPAL AMOUNT OF TAXABLE GENERAL OBLIGATION BONDS, SERIES 2016B, OF THE CITY OF PITTSBURG, KANSAS, UNDER THE AUTHORITY OF K.S.A. 10-101 to 125, INCLUSIVE, AND K.S.A. 12-6a01 ET SEQ., ALL AS AMENDED.**

**WHEREAS**, the Governing Body of the **City of Pittsburg, Kansas**, (the “City”) has authorized pursuant to Resolution No. 1185 of the City passed and approved August 23, 2016, the construction of certain water system, storm sewer and sanitary sewerage system improvements (the “Project”) in the City at the estimated total cost of \$6,500,000 under the authority of K.S.A. 12-6a01 et seq., as amended; and

**WHEREAS**, \$6,500,000 of the Project Cost has been assessed by the City against those lots and parcels of land specially benefited thereby, none of which was paid to the City by the owners of such property, leaving unpaid the balance of the Project Cost in the amount of \$6,500,000 for which general obligation bonds of the City may be issued; and

**WHEREAS**, in accordance with all of the foregoing, the City deems it necessary and advisable to issue and sell its Taxable General Obligation Bonds, Series 2016B in the aggregate principal amount of Six Million Five Hundred Thousand Dollars (\$6,500,000) for the purpose of paying the cost of the Project.

**NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF PITTSBURG, CRAWFORD COUNTY, KANSAS:**

**Section 1.** That for the purpose of funding the Project hereinbefore described, there is hereby authorized and directed to be issued Taxable General Obligation Bonds, Series 2016B of the City in the aggregate principal amount of Six Million Five Hundred Thousand Dollars (\$6,500,000) (the “Bonds”) as provided by K.S.A. 12-6a01 et seq., all as amended. The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such form, shall be subject to redemption and payment prior to the maturity thereof and shall be issued in the manner prescribed and subject to the provisions, covenants and agreements set forth in a resolution of the Governing Body of the City adopted the same date as the date of the passage and approval of this Ordinance (the “Resolution”).

**Section 2.** That the Mayor or Deputy Mayor and City Clerk or Deputy City Clerk are hereby authorized to prepare and execute the Bonds and when so executed, the Bonds shall be registered as required by law and the Governing Body shall annually make provisions for the payment of the principal of, redemption premium, if any, and interest on the Bonds as the same shall become due by levying a tax upon all the taxable property of the City.

**Section 3.** That the City shall, and the officers, agents and employees of the City are hereby authorized and directed to, take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the provisions of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Bonds and the Resolution all as necessary to carry out and give effect to the transaction contemplated hereby and thereby.

**Section 4.** That if any portion or provision of this Ordinance or the Bonds shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such portion or provisions shall not affect any of the remaining provisions of this Ordinance or the Bonds but this Ordinance and said Bonds shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

**Section 5.** That the Bonds shall be issued and sold to the purchaser thereof in accordance with both their bid for the purchase thereof and the terms and conditions of this Ordinance.

**Section 6.** That this Ordinance shall take effect and be in force from and after its passage and publication in the official City newspaper.

(REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK)

Passed and approved by the Governing Body of the City of Pittsburg, Kansas, this 27th day of September, 2016.

CITY OF PITTSBURG, KANSAS

---

John Ketterman, Mayor

ATTEST:

---

Tammy Nagel, City Clerk

(SEAL)

\*\*\*\*\*

RESOLUTION

OF

CITY OF PITTSBURG, KANSAS

ADOPTED

SEPTEMBER 27, 2016



\$6,500,000  
TAXABLE GENERAL OBLIGATION BONDS  
SERIES 2016B

\*\*\*\*\*

RESOLUTION

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**RESOLUTION NO. 1191**

**A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF THE CITY OF PITTSBURG, KANSAS, TAXABLE GENERAL OBLIGATION BONDS, SERIES 2016B, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$6,500,000 THE ISSUANCE OF WHICH WAS AUTHORIZED BY THE CITY PURSUANT TO ITS ORDINANCE NO. S-1039 PASSED AND APPROVED SEPTEMBER 27, 2016; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.**

**WHEREAS**, the Governing Body of the **City of Pittsburg, Kansas**, (the "City") has authorized pursuant to Resolution No. 1185 of the City passed and approved August 23, 2016, the construction of certain water system, storm sewer and sanitary sewerage system improvements (the "Project") in the City at the estimated total cost of \$6,500,000 under the authority of K.S.A. 12-6a01 et seq., as amended; and

**WHEREAS**, the City has by its Ordinance No. S-1039 adopted and approved September 27, 2016, (the "Ordinance") authorized the issuance of its Taxable General Obligation Bonds, Series 2016B in the aggregate principal amount of \$6,500,000 (the "Bonds") under the authority K.S.A. 12-6a01 et seq., as amended, and other provisions of the laws of the State of Kansas applicable thereto for the purpose of providing funds to pay the cost of the Project; and

**WHEREAS**, in accordance with the City's notice of the sale of the Bonds published in accordance with the requirements of law the Bonds have been sold to and purchased by \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (the "Purchaser"); and

**WHEREAS**, in accordance with the terms and conditions of the Ordinance, the City hereby intends to both prescribe the form and details of the Bonds and authorize certain other documents and actions in connection with the issuance of the Bonds.

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

ARTICLE I

DEFINITIONS

**Section 101. Definitions of Words and Terms.** In addition to words and terms identified elsewhere herein, the following words and terms as used in this Resolution shall have the following meanings:

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

**"Bond Counsel"** means the firm of Nichols and Wolfe Chartered, or any other attorney or firm of attorneys with a nationally recognized standing in the field of municipal bond financing as selected by the City.

**"Bond Payment Date"** means any date on which principal of or interest on any Bond is payable.

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

**"Bond Registrar"** means the Treasurer of the State of Kansas, Pittsburg, Kansas, and any successors and assigns thereto to the duties and responsibilities described in this Resolution and in the related agreement between the City and the State Treasurer.

**"Bonds"** means the Taxable General Obligation Bonds, Series 2016B, authorized and issued by the City pursuant to the Ordinance.

**"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 name of The Depository Trust Company, New York, New York and any successors or assigns thereto.

**"City"** means the City of Pittsburg, Kansas, the issuer of the Bonds.

**"Clerk"** means the duly appointed and/or elected Clerk of the City or, in the Clerk's absence, the duly appointed Deputy Clerk or Acting Clerk of the City.

**"Costs of Issuance"** means all costs of issuing the Bonds, including 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 Disclosure Certificate and all expenses, if any, incurred in connection with receiving ratings on the Bonds.

**"Dated Date"** means October 20, 2016.

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

**"Defeasance Obligations"** means any of the following obligations:

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

(b) 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 wherein 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, redemption premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations, together with cash in any escrow fund related thereto 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; and

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

**"Disclosure Certificate"** means the Continuing Disclosure Certificate attached to the City's Final Certificate as *Exhibit D* and included in the transcript of proceedings pertaining to the issuance of the Bonds.

**"Event of Default"** means any of the following occurrences or events:

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

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

(c) The City shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Resolution on the part of the City to be performed (other than relating to Rule 15c2-12 as defined in the Disclosure Certificate), 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 City by the Owner of any of the Bonds then Outstanding.

**"Fiscal Year"** means the twelve month period ending on December 31.

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

**"Interest Payment Date(s)"** means the Stated Maturity of an installment of interest on any Bond which shall be March 1 and September 1 of each year, commencing March 1, 2017.

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

**"Mayor"** means the duly appointed and/or elected Mayor of the City or, in the Mayor's absence, the duly appointed Deputy Mayor or Acting Mayor of the City.

**"Moody's"** means Moody's Investors Service, Inc., New York, New York, and any successors or assigns to the Bond rating functions thereof which is deemed acceptable by the City and Bond Counsel.

**"Ordinance"** means Ordinance No. S-1039 adopted and approved September 27, 2016, and published as required by law, pursuant to which the issuance of the Bonds has been authorized.

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

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

(b) Bonds deemed to be paid in accordance with the provisions of **Section 701** hereof; and

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

**"Owner"** when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register.

**"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 thereof to the duties and responsibilities described in this Resolution and in the related agreement between the City and the State Treasurer.

**"Permitted Investments"** means: (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 City's temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks located in the county or counties in which the City is located; (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 with 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, Inc. or Standard & Poor's; (i) investments in 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 States 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). No Permitted Investment shall include any derivative 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.

**"Person"** means any natural person, as well as any 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.

**"Principal and Interest Account"** means the Principal and Interest Account for the City of Pittsburg, Kansas, Taxable General Obligation Bonds, Series 2016B, created herein within the City's Bond and Interest Fund.

**"Project"** means certain water system, storm sewer and sanitary sewerage system improvements constructed in the City and paying the costs of issuing the Bonds, and such other costs, expenses and obligations in connection with the issuance of the Bonds .

**"Project Account"** means the Project Account in the treasury of the City, created in Section 501 hereof.

**"Purchase Price"** means the purchase price of the Bonds as set forth in the *Bid Proposal for Purchase of Series 2016B* Bonds as submitted by the Purchaser and accepted by the City, plus accrued interest to the date of delivery, if any.

**"Purchaser"** means, with respect to the Bonds, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

**"Record Dates"** means, for the interest payable on any Interest Payment Date, the first day (whether or not a Business Day) of each month of such Interest Payment Date.

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

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

**"Replacement Bonds"** means Bonds issued to the beneficial owners of the Bonds in accordance with **Section 211** hereof.

**"Representation Letter"** means the Blanket Issuer Letter of Representations from the City and the Paying Agent to the Securities Depository with respect to the Bonds, substantially in the form attached to this Resolution as *Exhibit B*.

**"Resolution"** means this resolution relating to the Bonds, and any Supplemental Resolution.

**"Securities Depository"** means, initially, The Depository Trust Company, New York, New York, and any successors and assigns.

**"Special Record Date"** means the date fixed by the Paying Agent pursuant to **Section 204** hereof for the payment of Defaulted Interest.

**"Standard & Poor's"** means Standard & Poor's Ratings Services, a division of Standard & Poor's Financial Services LLC, a part of McGraw Hill Financial, Inc., New York, New York and any successors or assigns to the Bond rating functions thereof which is deemed acceptable by the City and Bond Counsel.

**"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 of Kansas and any successors or assigns.

**"Stated Maturity"** means (i) with respect to any Bond principal payment, the date on which payment of principal is due and payable on any Bond, as specified on that Bond and in this Resolution, and (ii) with respect to any Interest Payment, each March 1 and September 1 of the year in which any Bond is Outstanding, beginning March 1, 2017.

**"Treasurer"** means the duly appointed and/or elected Treasurer of the City or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the City.

**"United States Government Obligations"** means bonds, notes, certificates of indebtedness, U.S. Treasury or other securities consisting of 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 the 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).

## ARTICLE II

### AUTHORIZATION AND DETAILS OF THE BONDS

**Section 201. Authorization of the Bonds.** There shall be issued and hereby are authorized and directed to be issued the Taxable General Obligation Bonds, Series 2016B, of the City in the aggregate principal amount of \$6,500,000 for the purpose of providing funds to pay the costs of the Project as described in the Bond Ordinance, in accordance K.S.A. 12-6a01 et seq., and other provisions of the laws of the State of Kansas applicable thereto.

**Section 202. Description of the Bonds.** The Bonds shall consist of fully registered bonds in the denominations of \$5,000 or any integral multiple thereof and shall be numbered in such manner as the Bond Registrar shall determine. All of the Bonds shall be dated October 20, 2016, shall become due in the amounts on the Stated Maturities (subject to redemption and payment prior to their Stated Maturities as provided in Article III hereof), and shall bear interest at the rates per annum as follows:

<u>MATURITY</u> <u>(September 1)</u>	<u>PRINCIPAL</u> <u>AMOUNT</u>	<u>INTEREST</u> <u>RATE</u>
2018	\$260,000	_____%
2019	265,000	____
2020	270,000	____
2021	275,000	____
2022	280,000	____
2023	285,000	____
2024	290,000	____
2025	295,000	____
2026	305,000	____
2027	310,000	____
2028	320,000	____
2029	330,000	____
2030	335,000	____
2031	345,000	____
2032	360,000	____
2033	370,000	____
2034	380,000	____
2035	395,000	____
2036	410,000	____
2037	420,000	____

The Bonds shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent

Interest Payment Date to which interest has been paid, payable on the Interest Payment Dates in the manner set forth in **Section 204** hereof.

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

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

The City will at all times maintain a Paying Agent and Bond Registrar meeting the qualifications herein described for the performance of the duties hereunder. The City reserves the right to appoint a successor Paying Agent or Bond Registrar by (1) filing with the Paying Agent or Bond Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Bond Registrar and appointing a successor, and (2) causing notice of appointment of the successor Paying Agent and Bond Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Bond Registrar shall become effective until a successor has been appointed and has accepted the duties of Paying Agent or Bond Registrar.

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

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

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

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

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Owner of such Bond on the relevant Record Date and shall be payable to the Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The City shall notify the

Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the City of such Special Record Date and, in the name and at the expense of the City, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefore to be mailed, by first class mail, postage prepaid, to each Owner of a Bond entitled to such notice at the address of such Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

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

**Section 205. Registration, Transfer and Exchange of Bonds.** The City covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Bond Registrar as herein provided. Each Bond when issued shall be registered in the name of the Owner thereof on the Bond Register.

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

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

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

The City and the Bond Registrar shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Bond Registrar pursuant to **Section 303** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the City 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 204** hereof.

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

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

**Section 206. Execution, Registration, Authentication and Delivery of Bonds.** Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be executed for and on behalf of the City by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the Clerk and the seal of the City shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and to cause the Bonds to be registered in the office of the Clerk, which registration shall be evidenced by the manual or facsimile signature of the Clerk with the seal of the City affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

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

**Section 207. Mutilated, Lost, Stolen or Destroyed Bonds.** If (a) any mutilated Bond is surrendered to the Bond Registrar or the Bond Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the City and the Bond Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the City or the Bond Registrar that such Bond has been acquired by a bona fide purchaser, the City shall execute and, upon the City's request, the Bond Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

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

Upon the issuance of any new Bond under this Section, the City 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 Bond Registrar) connected therewith.

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

**Section 208. Cancellation and Destruction of Bonds Upon Payment.** All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the City.

**Section 209. Preliminary and Final Official Statement.** The *Preliminary Official Statement* dated September 7, 2016, is hereby ratified and approved. 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 City hereby deems the information regarding the City 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 City 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 Bonds is hereby authorized. The proper officials of the City are hereby authorized to execute and deliver a certificate pertaining to such *Official Statement* as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

The City agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds 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 210. Sale of the Bonds.** The sale of the Bonds to the Purchaser is hereby ratified and confirmed. Delivery of the Bonds shall be made to the Purchaser as soon as practicable after the passage of this Resolution, upon payment of the Purchase Price.

**Section 211. Book-Entry Bonds; Securities Depository.**

(a) The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no beneficial owner will receive certificates representing its respective interests in the Bonds, except in the event the Bond Registrar issues Replacement Bonds as provided in subsection (b) hereof. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants

until and unless the Bond Registrar authenticates and delivers Replacement Bonds to the beneficial owners as described in subsection (b).

(b) (1) If the City determines (A) that the Securities Depository is unable to properly discharge its responsibilities, or (B) 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 (C) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Bonds, or (2) if the Bond Registrar receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Bonds, then the Bond Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Bond Registrar shall register in the name and authenticate and deliver Replacement Bonds to the beneficial owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (1)(A) or (1)(B) of this subsection (b), the City, with the consent of the Bond Registrar, may select a successor securities depository in accordance with **Section 211(c)** hereof to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Bond Registrar, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the City, the Bond Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with **Section 211(c)** hereof, then the Bond Registrar shall authenticate and cause delivery of Replacement Bonds to Owners, as provided herein. The Bond Registrar may rely on information from the Securities Depository and its Participants as to the names of the beneficial owners of the Bonds. The cost of printing, registration, authentication and delivery of Replacement Bonds shall be paid for by the City.

(c) 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 City may appoint a successor Securities Depository provided the Bond Registrar and the City receive written evidence with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Bond Registrar upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

(d) The execution and delivery of the Representation Letter to DTC by the Mayor of the City in the form attached hereto as Exhibit B with such changes, omissions, insertions and revisions as the Mayor shall deem advisable, is hereby authorized, and execution of the Representation Letter by the Mayor shall be conclusive evidence of such approval. The Representation Letter shall set forth certain matters with respect to, among other things, notices, consents and approvals by Registered Owners of the Bonds and beneficial Owners and payments on the Bonds. The Paying Agent shall have the same rights with respect to its actions thereunder as it has with respect to its actions under this Resolution.

ARTICLE III

REDEMPTION OF BONDS

**Section 301. Optional and Mandatory Redemption of Bonds.**

(a) Optional Redemption. At the option of the City, the Bonds or portions thereof maturing on September 1, 2027, and thereafter may be called for redemption and payment prior to their Stated Maturity on September 1, 2026, and thereafter as a whole at any time or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the City) on any Interest Payment Date, at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

(b) Mandatory Redemption. The Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in Article IV hereof which are to be deposited into the Principal and Interest Account shall be sufficient to redeem, and the City shall redeem on September 1 in the years, the principal amounts of such Term Bonds as follows:

<u>Principal Amount</u>	<u>Year</u>
\$ _____	20__
_____	20__

(leaving \$\_\_\_\_\_ to mature September 1, 20\_\_)

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

**Section 302. Selection of Bonds to be Redeemed.** Bonds shall be redeemed only in the principal amount of \$5,000 or any integral multiple thereof. When less than all of the Bonds of the same maturity are to be redeemed and paid prior to their Stated Maturity, the Bonds to be redeemed shall be selected by the Bond Registrar in \$5,000 units of principal amount in such equitable manner as the Bond Registrar may determine.

In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than \$5,000 are then Outstanding, then for all purposes in connection with such redemption each \$5,000 of face value shall be treated as though it were a separate Bond of the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of face value represented by any Bond is selected for redemption, then upon notice of intention to redeem such \$5,000 unit or units, the Owner or the Owner's duly authorized agent shall forthwith present and surrender such Bond to the Bond Registrar: (1) for payment of the Redemption Price and interest to the Redemption Date of such \$5,000 unit or units of face value called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent the \$5,000 unit or units of face value called for redemption (and to that extent only).

**Section 303. Notice and Effect of Call for Redemption.** In the event the City desires to call the Bonds for optional redemption prior to maturity, written notice of such intent shall be provided to the Bond Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date[; **provided however, that no such written notice of intent shall be required for the mandatory redemption of Term Bonds and Term Bonds shall be called by the Bond Registrar for redemption and notice of redemption shall be given by the Bond Registrar without any further action by the District.** The Bond Registrar shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by it of the City's written notice. If the Bonds are refunded more than 90 days in advance of such Redemption Date, any escrow agreement entered into by the City in connection with such refunding shall provide that such written instructions to the Paying Agent shall be given by the escrow agent on behalf of the City not more than 90 days prior to the Redemption Date. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in **Section 303** are met.

Unless waived by any Owner of Bonds to be redeemed, the Bond Registrar shall give written notice of the redemption of said Bonds on a specified date, the same being described by maturity, said notice to be mailed by United States first class mail addressed to the Owners of said Bonds to be redeemed and to the Purchaser of the Bonds, each of said notices to be mailed not less than 30 days prior to the date fixed for redemption. The City and Bond Registrar shall also give such additional notice as may be required by Kansas law or regulations of the Securities and Exchange Commission in effect as of the date of such notice.

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

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;

(d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and

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

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

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

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

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

#### ARTICLE IV

#### SECURITY FOR AND PAYMENT OF BONDS

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

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

The taxes referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the City are levied and collected. The proceeds derived from said taxes shall be deposited in the Principal and Interest Account, shall be kept separate and apart from all other funds of the City and shall be used solely for the payment of the principal of,

redemption premium, if any, and interest on the Bonds as and when the same become due, taking into account the fees and expenses of the Bond Registrar and Paying Agent.

If at any time said taxes are not collected in time to pay the principal of or interest on the Bonds when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the City 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 MONEYS

**Section 501. Establishment of Funds and Accounts.** Simultaneously with the issuance of the Bonds, there shall be created within the treasury of the City the following funds and accounts:

(a) In the treasury of the City, the "Project Account"; and

(b) In the City's Bond and Interest Fund, the "Principal and Interest Account for the City of Pittsburg, Kansas, Taxable General Obligation Bonds, Series 2016B (the "Principal and Interest Account").

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

**Section 502. Disposition of Bond Proceeds.** The proceeds of the Bonds in the amount of \$\_\_\_\_\_ upon issuance and delivery thereof, shall be deposited in the Project Account.

**Section 503. Withdrawals from the Project Account.** The Treasurer shall make withdrawals from the Project Account solely for the purpose of permanently financing the costs of the Improvements and paying the costs of issuing the Bonds. Such withdrawals shall be made only on due authorization by the governing body of the City.

**Section 504. Surplus in the Project Account.** All moneys remaining in the Project Account after the completion of the Improvements, as determined by the governing body of the City, shall be transferred immediately to the Principal and Interest Account and applied to the next installment of principal due on the series of Bond from which surplus moneys remain.

**Section 505. Application of Moneys in Principal and Interest Account.** All amounts paid and credited to the Principal and Interest Account shall be expended and used by the City for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due and the usual and customary fees and expenses of the Bond Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Principal and Interest Account sums sufficient to pay principal or Redemption Price of and interest on the Bonds and the fees and expenses of the Bond Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal or Redemption Price, interest and fees of the Bond Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the City. 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 Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Bonds entitled to payment from such moneys.

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

**Section 506. Deposits and Investment of Moneys.** Moneys in each of the Funds and Accounts shall be invested in accordance with the requirements of K.S.A. 10-131, as amended. All such investments constituting deposits shall be continuously and adequately secured by the financial institutions holding such deposits 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 City so that there shall be no commingling of such funds with any other funds of the City.

Moneys held in the funds and accounts herein created or established in conjunction with the issuance of the Bonds may be invested by the City in Permitted Investments or in other investments allowed by Kansas law in such amounts and maturing at such times as shall reasonably provide for moneys to be available when required in said accounts or funds; 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 or account was created. All interest on any Permitted Investment held in any fund or account shall accrue to and become a part of such fund or account; provided, however, that interest earned on investments of moneys held in the Project Account may, at the direction of the governing body of the City, be paid and credited to the Principal and Interest Account and used to pay interest on the Bonds. In determining the amount held in any fund or account under the provisions of the Resolution, Permitted Investments shall be valued at their par value or at their then current redemption value, whichever is lower.

**Section 507. Nonpresentment of Bonds.** If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent, all liability of the City to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, said Bond. If such funds shall have remained unclaimed for five (5) years after such principal or interest has become due and payable, such funds shall be paid to the City; and all liability of the Paying Agent to the Owner thereof for the payment of such Bond shall forthwith cease, terminate and be completely discharged. The obligations of the Paying Agent under this Section to pay any such funds to the City shall be subject to any provisions of law applicable to the Paying Agent or to such funds providing other requirements for disposition of unclaimed property.

## ARTICLE VI

### DEFAULT AND REMEDIES

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

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the 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 City, its officers, agents and employees to account as if they were the trustees of an express trust; and

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

**Section 602. Limitation on Rights of Owners.** The covenants and agreements of the City contained herein and in the Bonds shall be for the equal benefit, protection, and security of the Owners of any or all of the Bonds, all of which Bonds shall be equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by its 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 Owners of Outstanding Bonds.

**Section 603. Remedies Cumulative.** No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Bonds by this 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 City and the Owners of the Outstanding Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

## ARTICLE VII

### DEFEASANCE

**Section 701. Defeasance.** When any or all of the Bonds or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Resolution and the pledge of the City's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations,

will be sufficient for the payment of the principal of said Bonds and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments; provided, however, that if any such Bonds are to be redeemed prior to their Stated Maturity, (1) the City has elected to redeem such Bonds, and (2) either notice of such redemption has been given, or the City has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Bond Registrar to give such notice of redemption in compliance with **Section 303** of this 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 City, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Resolution.

## ARTICLE VIII

### CONTINUING DISCLOSURE REQUIREMENTS

**Section 801. Disclosure Requirements.** The City hereby covenants with the Purchaser and the Beneficial Owners (as defined in the Disclosure Certificate) to provide and disseminate such information as is required by Rule 15c2-12 (as defined in the Disclosure Certificate) and is further set forth in the Disclosure Certificate. Such covenant shall be for the benefit of and enforceable by the Purchaser and such Beneficial Owners.

**Section 802. Failure to Comply with Continuing Disclosure Requirements.** In the event the City fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any such Beneficial Owner may make demand for such compliance by written notice to the City. In the event the City does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any such 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 such Beneficial Owner shall deem effectual to protect and enforce any of the duties of the City under such preceding section.

## ARTICLE IX

### MISCELLANEOUS PROVISIONS

**Section 901. Annual Audit.** Annually, promptly after the end of the Fiscal Year, the City will cause an audit to be made of its funds and accounts for the preceding Fiscal Year by a certified public accountant or firm of certified public accountants.

Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk. Such audit shall at all times during the usual business hours of the City be open to the examination and inspection by any taxpayer, any Owner of the Bonds or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner.

As soon as possible after the completion of the annual audit, the governing body of the City shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Resolution, the City shall promptly cure such deficiency.

**Section 902. Amendments.** The rights and duties of the City and the Owners, and the terms and provisions of the Bonds or of this Resolution, may be amended or modified at any time in any respect by resolution of the City with the written consent of the Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

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

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

Without notice to or the consent of any Owners, the City may amend or supplement this Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity therein 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 Bonds or of this 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 City amending or supplementing the provisions of this Resolution and shall be deemed to be a part of this Resolution. A certified copy of every such amendatory or supplemental resolution, if any, and a certified copy of this 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 Bond or a prospective purchaser or owner of any Bond authorized by this 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 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 City hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

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

**Section 903. Notices, Consents and Other Instruments by Owners.** Any notice, consent, request, direction, approval or other instrument to be signed and executed by the

Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Resolution, and shall be conclusive in favor of the City, the Bond Registrar 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 make acknowledgements within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

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

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

**Section 904. Further Authority.** The officers and officials of the City, 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 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 905. Severability.** If any section or other part of this Resolution is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Resolution.

**Section 906. Governing Law.** This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

**Section 907. Effective Date.** This Resolution shall take effect and be in full force from and after its passage by the Council of the City.

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PASSED and approved by the City of Pittsburg, Kansas, on September 27, 2016.

CITY OF PITTSBURG, KANSAS

(SEAL)

\_\_\_\_\_  
John Ketterman, Mayor

ATTEST:

\_\_\_\_\_  
Tammy Nagel, City Clerk

CERTIFICATE

I, the undersigned, hereby certify that the above and foregoing is a true and correct copy of the Resolution of the Council of the City of Pittsburg, Kansas, adopted by the Council at a regularly scheduled meeting held on September 27, 2016, as the same appears of record in my office, and that the Resolution has not been modified, amended or repealed and is in full force and effect as of this date.

DATED: September 27, 2016.

\_\_\_\_\_  
Tammy Nagel, City Clerk

(SEAL)

EXHIBIT A  
(FORM OF BOND)

Unless this certificate is presented by an authorized representative of The Depository Trust Company 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 such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

THIS BOND IS NOT AN OBLIGATION ON WHICH THE INTEREST IS EXCLUDABLE FROM GROSS INCOME UNDER SECTION 103 OF THE INTERNAL REVENUE CODE OF THE UNITED STATES OF AMERICA, AS AMENDED. THE HOLDER OF THIS BOND SHOULD NOT REGARD THE INTEREST HEREON AS BEING EXEMPT FROM FEDERAL INCOME TAXATION.

UNITED STATES OF AMERICA  
STATE OF KANSAS  
COUNTY OF CRAWFORD  
CITY OF PITTSBURG  
TAXABLE GENERAL OBLIGATION BOND  
SERIES 2016B

No. R-\_\_\_\_\_ \$ \_\_\_\_\_  
Rate of Interest: \_\_\_\_\_ Maturity Date: August 15, 20\_\_ Dated Date: October 20, 2016 CUSIP \_\_\_\_\_

Registered Owner:

PRINCIPAL AMOUNT \_\_\_\_\_

The City of Pittsburg, in the County of Crawford, State of Kansas, (the "City") for value received acknowledges itself to be indebted to and promises to pay, but solely from the sources hereinafter pledged, to the registered owner identified above (the "Owner"), or registered assigns as hereinafter provided, on the maturity date identified above, the principal amount identified above, and in like manner to pay, as of the Record Dates as hereinafter provided, interest on such principal amount from the date of this Bond or from the most recent interest payment date to which interest has been paid prior to the registration date set forth below at the rate of interest per annum set forth above semiannually on March 1 and September 1 of each year (the "Interest Payment Dates") commencing March 1, 2017, until said principal amount is paid.

The principal of and redemption premium, if any, on this Bond shall be payable in lawful money of the United States of America at the office of the Treasurer of the State of Kansas, Pittsburg, Kansas, (the "Paying Agent" and "Bond Registrar") upon presentation of this Bond for payment and cancellation. The interest on this Bond shall be payable in lawful money of the United States of America by check or draft of the Paying Agent by mailing to the Owner thereof at the address appearing on the registration books of the City maintained by the Bond Registrar or at such other address as is furnished in writing by such registered owner to the Bond Registrar at the close of business on the 1st day of February or August of the applicable interest payment date (the "Record Dates"), or in the case of an interest payment to any Owner of **\$500,000** or more in aggregate principal amount of the Bonds, by electronic transfer to such Owner upon written notice given to the Paying Agent by such Owner not less than **15** days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank (which

shall be in the continental United States), ABA routing number and account number to which such Owner wishes to have such transfer directed. The full faith, credit and resources of the City are hereby pledged for the payment of the principal of and interest on this Bond and the issue of which it is a part as the same respectively become due.

This Bond is one of a duly authorized series of Bonds of the City aggregating the principal amount of \$6,500,000 (the "Bonds") issued for the purposes set forth in Ordinance No. S-1039 of the City (the "Ordinance"). This Bond and the series of Bonds of which it is a part 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, K.S.A. 12-6a01 et seq., K.S.A. 10-101 to 125, inclusive, as amended, the Ordinance, and Resolution No. 1191 of the City (the "Resolution") and all other provisions of the laws of the State of Kansas applicable thereto.

The Bonds are issuable in fully registered form in the denomination of \$5,000 each or authorized integral multiples thereof. This Bond may be exchanged at the principal office of the Bond Registrar for a like aggregate principal amount of Bonds of the same maturity of other authorized denominations upon the terms set forth in the authorizing Ordinance and the Resolution.

At the option of the City, the Bonds maturing in the years 2027 and thereafter may be called for redemption and payment prior to maturity on September 1, 2026, and thereafter in whole or in part at any time in such order as may be determined by the City (selection of Bonds within the same maturity to be by lot by the Bond Registrar in such manner as it shall determine) at a redemption price of 100% of the principal amount redeemed, plus accrued interest to date of redemption.

Bonds will be redeemed in integral multiples of \$5,000. If less than all Bonds are called for redemption, the Bond Registrar will, in the case of Bonds in denominations greater than \$5,000, treat each \$5,000 of face value as though it were a separate Bond.

In the event of any such redemption, the Paying Agent shall give notice of such call by mailing a copy of the redemption notice by first class mail, postage prepaid, not less than thirty (30) days prior to the date of such redemption to the registered owner of each Bond to be redeemed at the address shown on the registration books maintained by the Bond Registrar. Failure to give such notice by mailing to the registered owner of any Bond, or any defect therein, shall not affect the validity of any proceedings for the redemption of other Bonds. Any notice mailed as provided herein shall be conclusively presumed to have been duly given, whether or not the owner of such Bonds received the notice.

The City and the Bond Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof, or redemption price hereof and interest due hereon and for all other purposes.

The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Ordinance. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The City and the Paying Agent will recognize the

Securities Depository nominee, while the registered owner of the Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Bond, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The City and the Paying Agent will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Bond shall be made in accordance with existing arrangements among the city, the Paying Agent and the Securities Depository.

This Bond is transferable by the Owner hereof in person or by his attorney duly authorized in writing at the principal office of the Bond Registrar, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution, and upon surrender and cancellation of this Bond. The City shall pay out of the proceeds of the Bonds or from other funds all costs incurred in connection with the issuance, transfer, exchange, registration, redemption or payment of the Bonds except (a) the reasonable fees and expenses in connection with the replacement of a Bond or Bonds mutilated, stolen, lost or destroyed or (b) any tax or other governmental charge imposed in relation to the transfer, exchange, registration, redemption or payment of the Bonds. Upon such transfer a replacement Bond or Bonds of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefore.

It is hereby certified and declared that all acts, conditions and things required to be done and to exist precedent to and in the issuance of this Bond have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and Laws of the State of Kansas, and that the total indebtedness of said City, including this series of bonds, does not exceed any constitutional or statutory limitation.

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

IN WITNESS WHEREOF, the said City of Pittsburg, in the State of Kansas, by its governing body, has caused this Bond to be executed by its Mayor and attested by its City Clerk by their manual signatures with its corporate seal to be affixed hereon, all as of the 20th day of October, 2016.

CITY OF PITTSBURG, KANSAS

\_\_\_\_\_  
(manual)  
Mayor

ATTEST: \_\_\_\_\_  
(manual)  
City Clerk

(SEAL)

\*\*\*\*\*

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the City of Pittsburg, Kansas, Taxable General Obligation Bonds, Series 2016B described in the within mentioned Resolution.

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

OFFICE OF THE STATE TREASURER  
Pittsburg, Kansas,  
as Bond Registrar and Paying Agent

I.D.#: \_\_\_\_\_ By \_\_\_\_\_

\*\*\*\*\*

CERTIFICATE OF CITY CLERK

I, the undersigned, City Clerk of the City of Pittsburg, Kansas, do hereby certify that this Bond has been duly registered in my office according to law as of October 20, 2016.

WITNESS my hand and official seal.

\_\_\_\_\_  
(manual)  
City Clerk

(SEAL)

\*\*\*\*\*

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

I, RON ESTES, Treasurer of the State of Kansas, do hereby certify that a full and complete transcript of the proceedings leading up to the issuance of this Bond has been filed in my office and that this Bond was registered in my office according to law this \_\_\_\_\_.

WITNESS my hand and official seal.

RON ESTES  
TREASURER OF THE STATE OF KANSAS

By \_\_\_\_\_  
State Treasurer

(SEAL)

\*\*\*\*\*

BOND ASSIGNMENT

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

\_\_\_\_\_  
(Name and Address)

\_\_\_\_\_

\_\_\_\_\_

(Social Security or Taxpayer Identifying No.)

the Bond to which this assignment is affixed in the outstanding principal amount of \$\_\_\_\_\_ standing in the name of the undersigned on the books of the Treasurer of the State of Kansas (the "Bond Registrar"). The undersigned does (do) hereby irrevocably constitute and appoint \_\_\_\_\_ as attorney to transfer said Bond on the books of said Bond Registrar with full power of substitution in the premises.

Dated \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Social Security or Taxpayer  
Identifying No.

\_\_\_\_\_  
Signature (Sign Here Exactly as  
Name(s) Appear on Face of  
Certificate)

Signature guaranty:

By \_\_\_\_\_

\*\*\*\*\*

EXHIBIT B  
(DTC LETTERS OF REPRESENTATION)

**RESOLUTION NO. 1192**

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF PITTSBURG, KANSAS DETERMINING THE ADVISABILITY OF ISSUING INDUSTRIAL REVENUE BONDS FOR THE PURPOSE OF FINANCING THE EXPANSION AND EQUIPPING OF AN EXISTING MANUFACTURING FACILITY LOCATED IN SAID CITY; AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS

**WHEREAS**, the City of Pittsburg, Kansas (the "Issuer") desires to promote, stimulate and develop the general economic welfare and prosperity of the City of Pittsburg, and thereby to further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas; and

**WHEREAS**, pursuant to the provisions of the Kansas Economic Development Revenue Bond Act, as amended and codified in K.S.A. 12-1740 *et seq.* (the "Act"), the Issuer is authorized to issue revenue bonds for such purposes, and it is hereby found and determined to be advisable and in the interest and for the welfare of the Issuer and its inhabitants that revenue bonds of the Issuer in the not to exceed principal amount of \$10,000,000 be authorized and issued, in one or more series, to provide funds to pay the costs to construct and equip the expansion of an existing manufacturing facility (the "Project") located in the Issuer and to be leased by the Issuer to Kendall Packaging Corporation, a Delaware corporation (the "Tenant").

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

Section 1. **Public Purpose.** The governing body of the Issuer hereby finds and determines that the Project will promote, stimulate and develop the general economic welfare and prosperity of the Issuer, and thereby further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas.

Section 2. **Authorization to Acquire Project; Intent to Issue Bonds.** The Issuer is hereby authorized to proceed with the construction and equipping of the Project and to issue its revenue bonds, in one or more series, in the not to exceed principal amount of \$10,000,000 (the "Bonds") to pay the costs thereof, subject to satisfaction of the conditions of issuance set forth herein.

Section 3. **Conditions to Issuance of Bonds.** The issuance of the Bonds is subject to: (a) the passage of an ordinance authorizing the issuance of the Bonds; (b) the successful negotiation of a Trust Indenture, Guaranty Agreement, Lease, Bond Purchase Agreement or other legal documents necessary to accomplish the issuance of the Bonds, the terms of which shall be in compliance with the Act and mutually satisfactory to the Issuer and the Tenant; (c) the successful negotiation and sale of the Bonds to a purchaser or purchasers yet to be determined (the "Purchaser"), which sale shall be the responsibility of the Tenant and not the Issuer; (d) the receipt of the approving Kansas law opinion of Gilmore & Bell, P.C. and federal tax law opinion of Husch Blackwell LLP (collectively, "Bond Counsel") in form acceptable to the Issuer, the Tenant and the Purchaser; (e) the obtaining of all necessary governmental approvals to the issuance of the Bonds; and (f) the commitment to and payment by the Tenant or Purchaser of all expenses relating to the issuance of the Bonds, including, but not limited to: (i) expenses of the Issuer and the City Attorney; (ii) any underwriting or placement fees and expenses; (iii) all legal fees and expenses of Bond Counsel; and (iv) all recording and filing fees, including fees of the Kansas Board of Tax Appeals and Kansas Department of Commerce.

Section 4. **Property Tax Exemption.** The Issuer hereby determines that pursuant to the provisions of K.S.A. 79-201a the Project, to the extent purchased or constructed with the proceeds of the Bonds, should be exempt from payment of ad valorem property taxes for ten years commencing with the year following the year in which the Bonds are issued, provided proper application is made therefor. In making such determination the governing body of the Issuer has conducted the public hearing and reviewed the analysis of costs and benefits of such exemption required by K.S.A. 12-1749d. The Tenant is responsible for preparing such application and providing the same to the Issuer for its review and submission to the State Board of Tax Appeals.

Section 5. **Sales Tax Exemption.** The Governing Body hereby determines that pursuant to the provisions of K.S.A. 79-3601 *et seq.* (the "Sales Tax Act"), particularly 79-3606(b) and (d) and other applicable laws, sales of tangible personal property or services purchased in connection with construction of the Project and financed with proceeds of the Bonds are entitled to exemption from the tax imposed by the Sales Tax Act; provided proper application is made therefore.

Section 6. **Reliance by Tenant; Limited Liability of Issuer.** It is contemplated that in order to expedite acquisition of the Project and realization of the benefits to be derived thereby, the Tenant may incur temporary indebtedness or expend its own funds to pay costs of the Project prior to the issuance of the Bonds. Proceeds of Bonds may be used to reimburse the Tenant for such expenditures made not more than 60 days prior to the date this Resolution is adopted, and as provided by §1.150-2 of the U.S. Treasury Regulations. The Bonds herein authorized and all interest thereon shall be paid solely from the revenues to be received by the Issuer from the Project and not from any other fund or source. The Issuer shall not be obligated on such Bonds in any way, except as herein set out. In the event that the Bonds are not issued, the Issuer shall have no liability to the Tenant.

Section 7. **Further Action.** The Clerk is hereby authorized to deliver an executed copy of this Resolution to the Tenant. The Mayor, Clerk and other officials and employees of the Issuer, including the Issuer's Counsel and Bond Counsel, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution, including, but not limited to: (a) cooperate with the Tenant in filing an application for a sales tax exemption certificate with the Kansas Department of Revenue with respect to Bond-financed property; (b) execution on behalf of the Issuer of the information statement regarding the proposed issuance of the Bonds to be filed with the State Board of Tax Appeals pursuant to the Act; and (c) execution of an application to the Kansas Secretary of Commerce & Housing for a private activity bond allocation in accordance with the Kansas Private Activity Bond Allocation Act, K.S.A. 74-5058 *et seq.*

Section 8. **Effective Date.** This Resolution shall become effective upon adoption by the Governing Body.

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**ADOPTED** by the governing body of the City of Pittsburg, Kansas on September 27, 2016.

[SEAL]

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Clerk

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the Issuer adopted by the governing body on September 27, 2016, as the same appears of record in my office.

DATED: \_\_\_\_\_ 2016.

\_\_\_\_\_  
Clerk

# **Memorandum of Understanding EPA Building Blocks for Sustainable Communities Technical Assistance Grant**

## **Pittsburg, KS and Smart Growth America**

This Memorandum of Understanding (MOU) is made and entered into by and between Pittsburg, Kansas (Pittsburg) and Smart Growth America (SGA) in order to complete the technical assistance workshop funded by a Building Blocks for Sustainable Communities grant from the US EPA's Office of Sustainable Communities (hereafter known as "the Workshop").

Pittsburg and SGA agree to work together in a collaborative spirit and negotiate in good faith on all tasks and deliverables required for the Workshop, including those identified in the attached Workshop description and any required subsequent to completion of the Workshop.

### **Goals and Objectives**

The parties to this MOU agree that the objective of the Workshop is to aid Pittsburg through technical assistance related to the development and implementation of plans to implement smart growth strategies at the local or regional level.

### **Dedication of Resources**

SGA, through its grant from the US Environmental Protection Agency (EPA), shall cover all direct monetary costs of the work to be performed on the Workshop as described by the attached Workshop Description, including staff work by SGA and the costs of any consultants retained for the Workshop. Pittsburg shall not be required to provide any direct financial support for consultants or staff retained by SGA.

Pittsburg shall make its staff resources available as necessary, subject to availability, to assist SGA in completing the Workshop. Pittsburg shall assure that adequate staff resources are dedicated to the Workshop to assure that it is completed with high quality and in a timely manner according to the timelines set forth by the parties.

Pittsburg shall make suitable meeting facilities available to SGA for conducting the Workshop, will provide any advertising related to the Workshop, and will provide light refreshments at the Workshop.

### **Roles and Responsibilities**

#### *Smart Growth America*

SGA shall serve as the Project's fiscal agent and shall be responsible for signing all contracts and handling all billing.

SGA shall be responsible for timely completion of all deliverables identified in Workshop description and any mutually agreed modifications to the Workshop description.

SGA shall make every effort to complete tasks and deliverables within the agreed upon timelines identified by the parties and shall work with the Pittsburg to extend timelines if tasks and deliverables cannot be completed per the agreed upon schedule.

Within thirty days of the Workshop's conclusion, SGA shall provide Pittsburg with a next steps memorandum recommending strategies for implementation of smart growth initiatives identified during the Workshop.

*City of Pittsburg, Kansas*

Pittsburg shall lead the identification of stakeholders and the nature and timing of their engagement in the Workshop with input from SGA.

Staff from Pittsburg shall be made available as necessary, subject to availability, to provide SGA necessary support, including research, to advance the Workshop and complete tasks and deliverables.

Pittsburg will reserve meeting space and audio-visual equipment for the workshop.

If Pittsburg determines that advertising or other notice of the Workshop is appropriate, Pittsburg will develop and distribute such advertising or other notice. Pittsburg will consult with SGA on the substance of the advertising or other notice.

If Pittsburg determines that light refreshments (coffee, juice, snacks, etc.) are appropriate for the Workshop, Pittsburg will provide the refreshments at no cost to SGA.

Pittsburg shall provide SGA with progress reports in memorandum format describing the implementation of any strategies or programs arising from the technical assistance. Progress reports shall be provided, at a minimum, immediately after receiving SGA's next steps memorandum, six months after the Workshop, and twelve months after the Workshop.

This MOU may be modified by mutual agreement of the parties. This agreement may be terminated only by mutual agreement of the parties, or if grant funding is withdrawn by the EPA, in which case SGA and the Pittsburg shall make all reasonable efforts to find alternate funding sources and, failing that, complete the Workshop to the extent possible using available resources.

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CEO, City of Pittsburg

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Date

---

Geoff Anderson, Smart Growth America President and CEO

---

Date



DEPARTMENT OF PUBLIC WORKS

201 West 4<sup>th</sup> Street · Pittsburg KS 66762

(620) 231-4170

www.pittks.org

## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

**FROM:** CAMERON ALDEN  
Director of Public Works

**DATE:** September 21, 2016

**SUBJECT:** Agenda Item – September 27, 2016  
KDOT Aviation Kansas Airport Improvement Program

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The Kansas Department of Transportation (KDOT) Aviation Division is currently accepting applications through September 30<sup>th</sup> for the Kansas Airport Improvement Program designed to assist airport sponsors in improving and maintaining the state's system of public-use airports. KDOT will participate in the project cost at the rate of 90% State/10% City match, not to exceed \$800,000 of State funds with two exceptions.

1. Projects for construction of a new runway are eligible for a maximum of \$1,600,000.
2. Projects for full-depth reconstruction of an existing runway are eligible for a maximum of \$1,200,000.

The Sponsor will be responsible for letting the contract for bids and supervising construction. Construction engineering is an eligible cost on construction contracts. Design is not an eligible cost except through a separate design grant.

In this regard, City staff is requesting Governing Body approval to submit an application for a modernization project (geometric improvements) to the KDOT Aviation Division for a grant to construct a partial parallel taxiway for Runway 16-34 from the current existing Runway 16 turnaround to the new Runway 16 turnaround which is to be constructed as part of the 600' Runway 16-34 extension project being funded through FAA AIP Grant 3-20-0069-017-2016.

**MEMO TO: DARON HALL**  
**SEPTEMBER 21, 2016**  
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The design of the partial parallel taxiway is being funded under the current KDOT Grant AV-2016-15. The project will include the installation of medium intensity taxiway lights and mitigation of a 1.0 acre wetland impacted by this project. Construction of the partial parallel taxiway will increase operational safety at the airport. The total project cost is estimated to be \$600,000.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, September 27, 2016. Action being requested is to grant approval to submit the grant application to the KDOT Aviation Division on behalf of the City of Pittsburg for a construction grant and, if approved, authorize the City Manager to sign the application on behalf of the City of Pittsburg.

If you have any questions concerning this matter, please do not hesitate to contact me.

Attachment: KDOT Grant Application

# Kansas Airport Improvement Program Application Form

Date \_\_\_\_\_

Indicate for which Fiscal Year (FY) the application is to be considered, or Emergency

FY 20 18 .....

Fiscal Year runs from July 1 – June 30 (Applications due September 30 of the preceding year)

EMERGENCY.....

**Applicant/Sponsor:** City of Pittsburg, Kansas

**Airport Identifier:** PTS

**Project Category:**  Design/Planning  Modernization  Equipment  Preservation

**Project Description:** This project is to construct a partial parallel taxiway for Runway 16-34 from the current existing Runway 16 turnaround to the new Runway 16 turnaround which is to be constructed as

part of the 600' Runway 16-34 extension project being funded through FAA AIP Grant 3-20-0069-017-2016.

The design of the partial parallel taxiway is being funded under current KDOT Grant AV-2016-15. The project

will include the installation of medium intensity taxiway lights and mitigation of a 1.0 acre wetland impacted

by this project. Construction of the partial parallel taxiway will increase operational safety at the airport.

Total Project Costs \$ 600,000 (see attached cost estimate for details)

We understand that if the project is approved, the Kansas Department of Transportation will participate in the project cost at the rate identified in the Program Guidelines as published on the KDOT Aviation website (<http://www.ksdot.org/divAviation>), not to exceed \$800,000 of state funds (\$1,600,000 for new primary runways; \$1,200,000 for full-depth reconstruction of existing primary runway). The Sponsor will be responsible for letting the contract for bids and supervising construction. Construction engineering is an eligible cost on construction contracts. Design is not an eligible cost except through a separate design grant.

Sponsor's Contact Person Cameron Alden Title City Engineer / Dir. of Public Works

Address 201 W. 4th Street, Pittsburg, KS 66762

Phone 620.230.5515 Fax 620.231.2103 e-mail cameron.alden@pittks.org

Sponsor's Signature \_\_\_\_\_ Title \_\_\_\_\_

Additional information attached ~

## ADDITIONAL INFORMATION

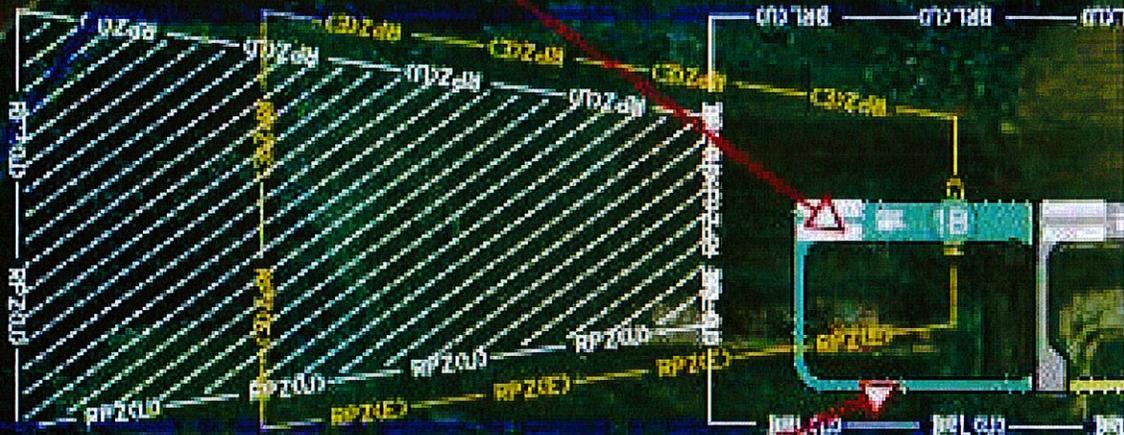
Attach any information or documentation to the application that you wish to be considered in evaluating the request. Such items might include photographs, engineering plans, economic impact statements, in-kind work, local support, situations unique to the project, and benefits derived. These items may be in a narrative form with focus on specifics and avoiding generalities.

It is expected that projects will vary greatly in cost and complexity. Sponsors are encouraged to review the proposed project with the Division of Aviation. Smaller projects may not require engineering or pre-planning that would be required for major runway rehabilitation projects. Sponsors will be responsible for all preliminary engineering and construction activities including plan preparation and letting of a contract. A contractual agreement will be executed between the Sponsor and the Kansas Department of Transportation that encompasses the work to be accomplished.

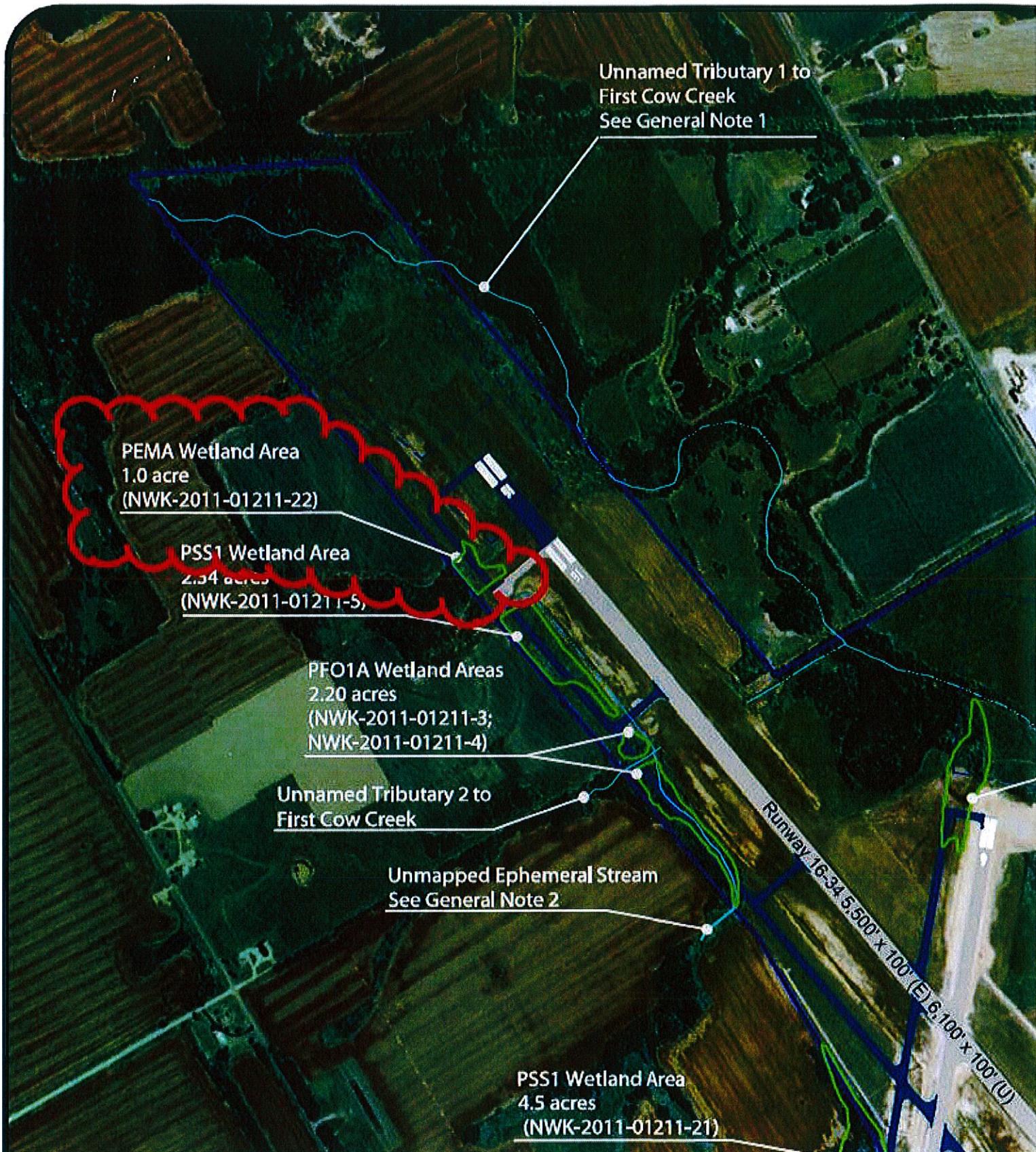
Send Applications to:

Kansas Department of Transportation  
Division of Aviation  
700 SW Harrison  
Topeka, KS 66603-3754  
Phone 785-296-2553  
Fax 785-296-3833  
E-mail: [kdotaviation@ksdot.org](mailto:kdotaviation@ksdot.org)

**RW EXTENSION AND NEW  
TURNAROUND TO BE  
CONSTRUCTED BY FAA  
FUNDED PROJECT**



**CONSTRUCT PARTIAL  
PARALLEL TAXIWAY**



# ATKINSON MUNICIPAL AIRPORT PITTSBURG, KANSAS

## Construct Partial Runway 16-34 Parallel Taxiway (+/- 600')

### ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

September 7, 2016

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
1	GEN PROV	Mobilization (See General Provisions Section 105)	1	L.S.	\$ 75,000.00	\$ 75,000.00
2	TEMP	Temporary Marking, Lighting, & Barricades	1	L.S.	\$ 15,000.00	\$ 15,000.00
3	P-152	Unsuitable Subgrade Removal and Replacement	250	C.Y.	\$ 20.00	\$ 5,000.00
4	P-152	Unclassified Excavation	4,500	C.Y.	\$ 10.00	\$ 45,000.00
5	P-157	Cement Kiln Dust (CKD)	115	Ton	\$ 120.00	\$ 13,800.00
6	P-157	Cement Kiln Dust (CKD) Treated Subgrade (12")	2,600	S.Y.	\$ 10.00	\$ 26,000.00
7	P-209	Crushed Aggregate Base Course (5")	2,600	S.Y.	\$ 6.00	\$ 15,600.00
8	P-401	Bituminous Surface Course (4")	570	Ton	\$ 130.00	\$ 74,100.00
9	P-602	Bituminous Prime Coat	730	Gal.	\$ 4.00	\$ 2,920.00
10	P-603	Bituminous Tack Coat	250	Gal.	\$ 5.00	\$ 1,250.00
11	P-610	Structural Portland Cement Concrete Mix Design Preparation	1	L.S.	\$ 3,000.00	\$ 3,000.00
11	P-620	Temporary Pavement Marking	350	S.F.	\$ 3.00	\$ 1,050.00
12	P-620	Reflectorized Pavement Marking	350	S.F.	\$ 5.00	\$ 1,750.00
13	P-620	Non-Reflectorized Pavement Marking	650	S.F.	\$ 4.00	\$ 2,600.00
13	T-901	Temporary Seeding	1.0	AC.	\$ 1,500.00	\$ 1,500.00
14	T-901	Permanent Seeding	1.0	AC.	\$ 2,500.00	\$ 2,500.00
15	T-908	Mulching with Adhesive Binder	1.0	AC.	\$ 2,000.00	\$ 2,000.00
16	D-701	24" Storm Pipe	255	L.F.	\$ 80.00	\$ 20,400.00
17	D-701	24" RCP End Section	2	E.A.	\$ 1,500.00	\$ 3,000.00
18	D-705	Conventional Underdrain (4")	1,350	L.F.	\$ 15.00	\$ 20,250.00
19	D-705	Non-Perforated Outlet Pipe (4")	400	L.F.	\$ 10.00	\$ 4,000.00
20	D-705	Underdrain Cleanout Riser	2	E.A.	\$ 700.00	\$ 1,400.00
21	D-705	Splash Pad	2	E.A.	\$ 500.00	\$ 1,000.00
22	D-751	4' x 4' Junction Box	2	E.A.	\$ 5,000.00	\$ 10,000.00
23	L-108	Install Cable In Duct (1/c, #8 AWG, 5kV, XLPE/USE)	1,352	L.F.	\$ 3.00	\$ 4,056.00
24	L-108	Bare Counterpoise (#6 AWG) In Same Trench As Conduit	1,300	L.F.	\$ 3.00	\$ 3,900.00
25	L-109	Modifications to Existing Regulators and Controls	1	L.S.	\$ 2,000.00	\$ 2,000.00
26	L-110	1" PVC Electrical Duct and Trench	1,300	L.F.	\$ 5.00	\$ 6,500.00
27	L-125	Relocate M.I.T.L. (LED), Base Mounted (Blue)	5	E.A.	\$ 500.00	\$ 2,500.00
28	L-125	M.I.T.L. (LED), Base Mounted (Blue)	14	E.A.	\$ 800.00	\$ 11,200.00

**CONSTRUCTION SUBTOTAL \$ 378,276.00**

**CONSTRUCTION SERVICES & MATERIALS TESTING \$ 70,000.00**

**1.0 ACRE WETLAND MITIGATION @ 2:1 MITIGATION RATIO \$ 150,000.00**

**PROJECT TOTAL \$ 598,276.00**

**ROUNDED \$ 600,000**