

**CITY OF ST. GEORGE, KANSAS**

**RESOLUTION NO. 2018-12  
ADOPTED AUGUST 22, 2018**

**\$594,000  
TEMPORARY RENEWAL NOTES  
SERIES 2018-5**

**DATED DATE: AUGUST 15, 2018**

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

ARTICLE I  
DEFINITIONS

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

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

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

“Authorized Denomination” means one Renewal Note which shall be in the principle amount of \$594,000 .

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

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

“Bond Counsel” means the firm of Jonathan P. Small, Chartered, Topeka, Kansas, or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the Issuer.

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

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

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

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

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

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

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

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

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

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

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

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

“Improvements” means certain sanitary sewer, street and waterline improvements including the Authorized Costs therefor in and for twenty-one (21) lots lying within the Riverview Hills, Unit Three, Addition to the City, all of which improvements are described and authorized in the City’s Resolutions Nos. 2015-01, 2015-02 and 2015-03 dated July 30, 2015 and published in the official newspaper of the City on August 6, 2015 (the “Improvements”);.

“Improvement Fund” means the fund by that name created in the Renewal Note Resolution, **Section 501**.

“Interest Payment Date(s)” means the Maturity of the Renewal Notes.

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

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

“Letter of Instructions” means the arbitrage letter of instructions (dated as of the date of issuance of the Renewal Notes ) relating to certain matters within the scope of Section 148 of the Code, as the same may be amended or supplemented in accordance with its terms.

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

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

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

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

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

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

"Purchase Price" means the principal amount of the Renewal Notes plus accrued interest to the date of delivery thereof.

"Purchaser" means Bank of the Flint Hills, 806 West Fifth Street, Wamego, Kansas 66547; and any successors and assigns.

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

"Record Dates" means Maturity.

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

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

"Renewal Notes" means the Temporary Renewal Notes, Series 2018-5, in the principal amount of \$594,000 dated August 15, 2018, authorized and issued by the Issuer pursuant to this Renewal Note Resolution.

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

**Section 203. Designation of Paying Agent and Renewal Note Registrar.** The City Treasurer of the the City of St. George, Kansas, is hereby designated as the Paying Agent for the payment of principal of and interest on the Renewal Notes and Renewal Note Registrar with respect to the registration, transfer and exchange of Renewal Notes. The Mayor of the Issuer is hereby authorized and empowered to execute on behalf of the Issuer any agreement with the Renewal Note Registrar and Paying Agent for the Renewal Notes as may be required by the City Treasurer.

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

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

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

The principal or Redemption Price of and interest on each Renewal Note shall be paid at Maturity to the Person in whose name such Renewal Note is registered on the Renewal Note Register at the Maturity thereof, upon presentation and surrender of such Renewal Note at the principal office of the Paying Agent. Such amounts shall be paid to the Owner of such Renewal Note as shown on the Renewal Note Register at the close of business on the Record Date for such interest by check or draft mailed by the Paying Agent to the address of such Owner shown on the Renewal Note Register or at such other address as is furnished to the Paying Agent in writing by such Owner.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Renewal Note shall cease to be payable to the Owner of such Renewal Note on the relevant Record Date and shall be payable to the Owner in whose name such Renewal Note is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Renewal Note and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than fifteen (15) days or less than ten (10) days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Owner of a Renewal Note entitled to such notice at the address of such Owner as it appears on the Renewal Note Register not less than 10 days prior to such Special Record Date.

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

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

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

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

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

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

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

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

portion of the Renewal Notes called for redemption shall cease to accrue from and after the date, and (4) the place where the Renewal Note is to be surrendered for payment of the Redemption Price, which is the principal office of the Paying Agent.

Prior to any redemption date, the City will deposit with the Paying Agent an amount of money sufficient to pay the redemption price of the Renewal Note which is to be redeemed on that date. In accordance with the notice, once the Renewal Note is surrendered to the Paying Agent, the redemption price will be paid to the Owner. Installments of any interest due on or prior to the redemption date shall be payable as provided in this Resolution. Upon surrender of the partial redemption of any Renewal Note, a new Renewal Note of the same maturity in the amount of the unpaid principal will be prepared for the Owner. The Renewal Note which has been redeemed will not be reissued. It will be canceled and destroyed by the Paying Agent.

**Section 304. Effect of Call for Redemption.** Whenever the Renewal Notes are called for redemption and payment as provided in this Article, all interest on the Renewal Notes shall cease from and after the date the call is made, provided funds are available for its payment at the price previously specified.

#### ARTICLE IV SECURITY FOR RENEWAL NOTES

**Section 401. Security for the Renewal Notes.** The Renewal Notes constitute a general obligation of the City payable as to both principal and interest from general obligation bonds of the City and from current revenues of the City authorized for such purpose, from special assessments levied upon the property benefited by the construction of certain Improvements as said term is defined in the Resolution of the City authorizing the Renewal Notes (the "Resolution"), or from each. If not so paid, the principal of and interest on the Renewal Notes shall be 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 pledged for the payment of the principal of and interest on this Renewal Note and the issue of which it is a part as the same respectively become due.

**Section 402. Reserved.**

**Section 403. Levy and Collection of Annual Tax When Required.** The governing body of the Issuer shall annually make provision for the payment of principal of, premium, if any, and interest on the Renewal Notes as the same become due by levying and collecting the necessary taxes upon all of the taxable tangible property within the Issuer in the manner provided by law.

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

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



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

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

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

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

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

**Section 506. Deposits and Investment of Moneys.** Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the City or counties in which the Issuer is located. All such depositories shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

Moneys held in any Fund or Account may be invested in accordance with this Renewal Note Resolution and the Letter of Instructions in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be

less than 10% in principal amount of the Renewal Notes at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Renewal Notes similarly situated:

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

(b) by suit, action or other proceedings in equity or at law to require the County, 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 Renewal Notes.

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

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

## ARTICLE VII DEFEASANCE

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

majority in principal amount of the Renewal Notes then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

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

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

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

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

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

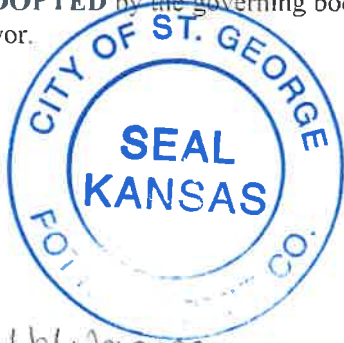
The Issuer shall furnish to the Paying Agent a copy of any amendment to the Renewal Notes or this Renewal Note Resolution which affects the duties or obligations of the Paying Agent under this Renewal Note Resolution.

**Section 902. 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 Renewal Notes, if made in the following manner, shall be sufficient for any of the purposes of this Renewal Note Resolution, and shall be conclusive in favor of the

**Section 908. Effective Date.** This Renewal Note Resolution shall take effect and be in full force from and after its passage by the governing body of the Issuer.

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ADOPTED by the governing body of City of St. George, Kansas, on August 22, 2018, and signed by the Mayor.



[SEAL]

CITY OF ST. GEORGE, KANSAS

Tim Pralle, Mayor

ATTEST:

Elizabeth Wagoner, City Clerk

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EXHIBIT A

REGISTERED NUMBER 1

REGISTERED \$594,000

UNITED STATES OF AMERICA  
STATE OF KANSAS  
CITY OF ST. GEORGE, KANSAS  
TEMPORARY RENEWAL NOTES  
SERIES 2015-5

Interest Rate: 2.90%      Maturity Date: August 15, 2019      Dated Date: August 15, 2018      CUSIP: N/A

REGISTERED OWNER: \_\_\_\_\_, WAMEGO, KANSAS

PRINCIPAL AMOUNT: FIVE HUNDRED NINETY-FOUR THOUSAND AND NO/100's DOLLARS

**KNOW ALL PERSONS BY THESE PRESENTS:** That City of St. George, Kansas, state of Kansas (the "City"), for value received, acknowledges itself to be indebted and promises to pay to the registered owner identified above, or registered assigns, as of the Record Dates as provided on the Maturity Date identified above, the Principal Amount identified above, and in like manner to pay interest on such Principal Amount from this date at the rate of interest per annum set forth above (computed on the basis of a 360-day year of twelve 30-day months), on the Maturity Date unless this Renewal Note shall have been previously called for redemption and payment as hereinafter set forth.

The principal of, premium, if any, and interest on this Renewal Note shall be payable in lawful money of the United States of America by check or draft of the Treasurer of the City of St. George, Kansas (the "Paying Agent" and "Renewal Note Registrar"). The principal of and any premium on this Renewal Note shall be payable to the Owner hereof upon presentation of this Renewal Note at the maturity or redemption date to the Paying Agent for payment and cancellation. The interest payable on this Renewal Note shall be paid by check or draft mailed by the Paying Agent to the Owner hereof at the address appearing on the registration books of the City maintained by the Renewal Note Registrar or at such other address provided in writing by the Owner to the Renewal Note Registrar at the close of business on the fifteenth (15th) day of the month preceding the Interest Payment Date (the "Record Dates"). The principal, premium, if any, and interest on the Renewal Notes shall be payable in any coin or currency which, on the respective dates of payment, is legal tender for the payment of debts due the United States of America. The Renewal Notes constitute a general obligation of the City payable as to both principal and interest from general obligation bonds of the City and from current revenues of the City authorized for such purpose, from special assessments levied upon the property benefited by the construction of certain Improvements as said term is defined in the Resolution of the City authorizing the Renewal Notes (the "Resolution"), or from each. If not so paid, the principal of and interest on the Renewal Notes shall be 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 pledged for the payment of the principal of and interest on this Renewal Note and the issue of which it is a part as the same respectively become due.

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

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

**IN WITNESS WHEREOF**, the City has caused this Renewal Note to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, and its corporate seal to be affixed to or imprinted hereon, and this Renewal Note to be dated the Dated Date shown above.

(SEAL)

ATTEST:

By \_\_\_\_\_  
City Clerk



\_\_\_\_\_  
CITY OF ST. GEORGE, KANSAS, KANSAS  
Mayor

This Renewal Note shall not be negotiable unless and until countersigned below by the City Clerk following registration by the Treasurer of the state of Kansas.

(SEAL)

\_\_\_\_\_  
City Clerk

**CERTIFICATE OF AUTHENTICATION AND REGISTRATION**

This Renewal Note is one of a series of Temporary Renewal Notes, Series 2018-5, of City of St. George, Kansas, described in the within-mentioned Resolutions.

Registration Date: \_\_\_\_\_, 2018

Office of the Treasurer of City of St. George, Kansas  
St. George, Kansas  
as Renewal Note Registrar and Paying Agent

By \_\_\_\_\_

State Treasurer's Registration No. \_\_\_\_\_

FURTHER TERMS AND PROVISIONS

This Renewal Note is one of an authorized series of Renewal Notes of the City designated "Temporary Renewal Notes, Series 2018-5," in an aggregate principal amount of \$594,000 (the "Renewal Notes") issued for the purposes set forth in the City's Resolution 2018-12, dated August 15, 2018. The Renewal Notes are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the state of Kansas including K.S.A. 10-101 to 10-125, inclusive, specifically including K.S.A. 10-123; K.S.A. 10-620 et seq.; and K.S.A. 12-6a01 et seq., all as amended and supplemented, and all other applicable provisions of the laws of the state of Kansas.

This Renewal Note shall be subject to redemption prior to maturity at the principal amount called for redemption plus accrued interest to the redemption date from the proceeds of general obligation bonds issued to permanently finance the improvements (as defined in the Resolution). At the option of the City, the Renewal Notes may be called for redemption and payment on any date prior to maturity at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption.

If the Renewal Notes are called for redemption and payment prior to maturity, the City shall give written notice of its intention to call and pay the Renewal Notes 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 the Renewal Note said notice to be mailed not less than one (1) business day prior to the date fixed for redemption. The Renewal Notes so called for redemption and payment shall cease to bear interest from and after the date for which such call is made, provided funds are available for the payment of the Renewal Notes at the price specified.

The Renewal Notes are issued in fully registered form in the denomination of \$594,000. The Renewal Notes may be exchanged at the office of the Renewal Note Registrar for a like aggregate principal amount of the Renewal Notes of the same maturity upon the terms provided in the Resolution.

The City and the Renewal Note Registrar may deem and treat the registered owner as the absolute owner for purposes of receiving payment of or on account of principal and interest due and for all other purposes, and neither the City nor the Renewal Note Registrar shall be affected by any notice to the contrary.

The Renewal Notes are transferable by the registered owner in person or by the registered owner's agent duly authorized in writing, at the office of the Renewal Note 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 the Renewal Notes. The City shall pay out of the proceeds of the Renewal Notes all costs incurred in connection with the issuance, payment and initial registration of the Renewal Notes and the cost of a reasonable supply of Renewal Note blanks. Neither the City nor the Renewal Note Registrar shall be required to transfer or exchange any of the Renewal Notes during a period beginning on the day following the Record Date preceding any Interest Payment Date and ending on the Interest Payment Date or to transfer or exchange any of the Renewal Notes called for redemption.

RENEWAL NOTE ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Type Name, Address and Social Security Number or other Taxpayer Identification Number of Transferee

the within Renewal Note to which this assignment is affixed in the outstanding principal amount of \$\_\_\_\_\_ standing in the name of the undersigned on the books of the Renewal Note Registrar. The undersigned does irrevocably constitute and appoint \_\_\_\_\_ as agent to transfer said Renewal Note on the books of said Renewal Note Registrar with full power of substitution in the premises.

Dated \_\_\_\_\_

Registered particular.

NOTICE: The signature to this assignment must correspond with the name of the Owner as it appears upon the face of the within Temporary Renewal Note in every

Signature Guaranteed By:

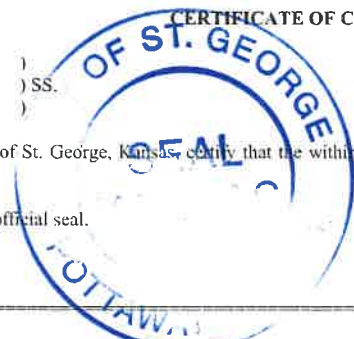
(Name of Eligible Guarantor Institution)

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

STATE OF KANSAS )
) SS.
CITY OF ST. GEORGE, KANSAS )

I, the City Clerk of City of St. George, Kansas, certify that the within Renewal Note has been registered in my office according to law as of August 15, 2018.

WITNESS my hand and official seal. (SEAL)



Elizabeth Wagner
City Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

I, Jake LaTurner, Treasurer of the State of Kansas, do certify that a transcript of the proceedings leading up to the issuance of this Renewal Note has been filed in my office, and that this Renewal Note was registered in my office according to law on \_\_\_\_\_.

WITNESS my hand and official seal. (SEAL)

Authorized officer of the Treasurer of the State of Kansas

EXTRACT FROM MINUTES

THE Governing Body of the City of St. George, Kansas, met in regular session duly called and convened at the Lighthouse Baptist Church at 308 Lincoln Street, in the City of St. George, Kansas, on August 22, 2018 at 6:30 p.m.

PRESENT were Tim Pralle, Rodney Hoover, Chris Collins,  
Steve Zimmerman, \_\_\_\_\_, and \_\_\_\_\_.

THE following being absent: Ins Holloway, Bruce Werth,  
\_\_\_\_\_.

Resolution No. 2018-12 titled:

**"A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF \$594,000 PRINCIPAL AMOUNT OF TEMPORARY RENEWAL NOTES, SERIES 2018-5, OF THE CITY OF ST. GEORGE, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID RENEWAL NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH."**

was introduced by Councilmember Chris Collins who moved its passage, which motion was seconded by, Councilmember Steve Zimmerman

AFTER a full discussion the Mayor called for a vote on said motion, the vote being as follows:

AYES: 3;

NAYS: 0.

THE Mayor then declared the motion duly carried.

CERTIFICATE

I, the undersigned, City Clerk of the City of St. George, Kansas, hereby certify that the above and foregoing is a true and correct copy of portions of the minutes of the meeting of the Governing Body held on August 22, 2018, as recorded in the official minutes of the City.

WITNESS my hand and official seal of said City of St. George, Kansas.

[SEAL]



Elizabeth Wagoner  
Elizabeth Wagoner, City Clerk