This Preliminary Official Statement and the information contained herein are subject to completion and amendment without notice. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED NOVEMBER 10, 2026

NEW ISSUE
BOOK-ENTRY ONLY

RATING: S&P A (negative outlook)

*In the opinion of Gilmore & Bell, P.C., Bond Counsel to the City, under existing law and assuming continued compliance with certain requirements of the Internal Revenue Code of 1986, as amended, the interest on the Series 2026 Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. The interest on the Series 2026 Bonds is exempt from income taxation by the State of Kansas. The Series 2026 Bonds have not been designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. Bond Counsel notes that interest on the Series 2026 Bonds may be included in adjusted financial statement income of applicable corporations for purposes of determining the applicability and amount of the federal corporate alternative minimum tax. See "**TAX MATTERS**" herein and the form of opinion of Bond Counsel attached hereto as **Appendix D**.*

$22,005,000*
CITY OF DODGE CITY, KANSAS
SALES TAX SPECIAL OBLIGATION REVENUE BONDS
(HERITAGE PROJECT AREA)
SERIES 2026

Dated: Date of Delivery **Due: As shown on inside cover page**

The Series 2026 Bonds are being issued by the City of Dodge City, Kansas (the "**City**") pursuant to a Bond Trust Indenture dated as of November 1, 2026 (the "**Indenture**"), by and between the City and Security Bank of Kansas City, as trustee (the "**Trustee**") to (i) pay a portion of the costs of the STAR Bond Project (as defined herein), (ii) fund a deposit to the account in the Debt Service Reserve Fund established under the Indenture for the Series 2026 Bonds, and (iii) pay certain costs related to the issuance of the Series 2026 Bonds. The Series 2026 Bonds are special, limited obligations of the City payable solely from and secured by a pledge of, and lien upon, certain State of Kansas (the "**State**") and local sales and compensating use tax revenues and local transient guest tax revenues generated in the herein defined Project Area and, if insufficient, from Available Local Tax Funds (as defined herein) (collectively, the "**Revenues**") and other moneys held by the Trustee pursuant to the Indenture. The application of Available Local Tax Funds to the payment of the Series 2026 Bonds is subject to annual appropriation by the City, as described herein. See "**SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2026 BONDS**" and "**TAX DISTRIBUTION AGREEMENT**" herein.

The Series 2026 Bonds are issuable only as fully registered bonds, and, when issued, will be registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company ("**DTC**"), New York, New York. DTC will act as securities depository for the Series 2026 Bonds. Purchases of the Series 2026 Bonds will be made in book-entry form in the original denomination of $5,000 or any integral multiple thereof. See "**THE SERIES 2026 BONDS – Registration, Transfer and Exchange**." Purchasers will not receive physical certificates representing their interests in Series 2026 Bonds purchased. So long as Cede & Co. is the registered owner of the Series 2026 Bonds, as nominee of DTC, references herein to the Bondowners or Registered Owners shall mean Cede & Co., as aforesaid, and shall not mean the Beneficial Owners (as defined herein) of the Series 2026 Bonds. Principal of and semiannual interest on the Series 2026 Bonds will be paid from moneys available therefor under the terms of the Indenture. So long as DTC or its nominee, Cede & Co., is the Bondowner, such payments will be made directly to such Bondowner. DTC is expected, in turn, to remit such principal and interest to the DTC Participants (as defined herein) for subsequent disbursement to the Beneficial Owners. Interest on the Series 2026 Bonds will be payable semiannually on each June 1 and December 1, beginning June 1, 2027.

The Series 2026 Bonds are subject to redemption prior to maturity in certain circumstances as described herein. See "**THE SERIES 2026 BONDS—Redemption Provisions**" and "**PROJECTED AVERAGE LIFE OF THE SERIES 2026 BONDS**" herein.

MATURITY SCHEDULE—SEE INSIDE COVER PAGE

THE SERIES 2026 BONDS ARE NOT GENERAL OBLIGATIONS OF THE CITY AND NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY, THE STATE, OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE SERIES 2026 BONDS. THE SERIES 2026 BONDS SHALL NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY, THE STATE, OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION. SEE "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2026 BONDS" HEREIN.

The Series 2026 Bonds involve a high degree of risk, and prospective purchasers should read the section herein captioned "BONDOWNERS' RISKS." The Series 2026 Bonds may not be suitable investments for all persons, and prospective purchasers should carefully evaluate the risks and merits of an investment in the Series 2026 Bonds, should confer with their own legal and financial advisors and should be able to bear the risk of loss of their investment in the Series 2026 Bonds before considering a purchase of the Series 2026 Bonds.

This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.

The Series 2026 Bonds are offered when, as and if issued by the City and received by Stifel, Nicolaus & Company, Incorporated (the "**Underwriter**"), subject to approval of their validity by Gilmore & Bell, P.C., Wichita, Kansas, Bond Counsel to the City, and subject to certain other conditions. Certain other legal matters will be passed upon for the City by Stinson LLP, Kansas City, Missouri, for the Hotel Owner by Seigfreid Bingham PC, Kansas City, Missouri, for the Museum Developer by Kerbs Law Office, LLC, Dodge City, Kansas, and for the Underwriter by Lewis Rice LLC, St. Louis, Missouri. It is expected the Series 2026 Bonds will be available for delivery on or about December 4, 2026.

STIFEL

Official Statement dated _____, 2026

* Preliminary; subject to change.

$22,005,000*
CITY OF DODGE CITY, KANSAS
SALES TAX SPECIAL OBLIGATION REVENUE BONDS
(HERITAGE PROJECT AREA)
SERIES 2026

Maturity Schedule*

SERIAL BONDS

Due December 1	Principal Amount	Interest Rate	Price	CUSIP**
2027	$1,520,000			
2028	1,585,000			
2029	1,860,000			
2030	2,085,000			
2031	2,280,000			
2032	2,480,000			
2033	2,690,000			
2034	2,915,000			
2035	1,480,000			

TERM BONDS

$3,110,000 _____% Term Bonds due December 1, 2046, Price _____%, CUSIP No. _____**

*Preliminary; subject to change.

**CUSIP is a registered trademark of the American Bankers Association. The CUSIP data herein is provided by CUSIP Global Services ("CGS"), which is managed on behalf of the American Bankers Association by S&P Global Market Intelligence. The CUSIP numbers are not intended to create a database and do not serve in any way as a substitute for the CGS database. The CUSIP numbers have been assigned by an independent company not affiliated with the City and are provided solely for convenience and reference. The CUSIP numbers are subject to change after the issuance of the Series 2026 Bonds. Neither the City nor the Underwriter take responsibility for the accuracy of the CUSIP numbers.

CITY OF DODGE CITY, KANSAS

City Hall
806 North Second Avenue
Dodge City, Kansas 67801
(620) 225-8100

ELECTED OFFICIALS

Daniel Pogue, Mayor and Commissioner
Michael Burns, Vice Mayor and Commissioner
Jeff Reinert, Commissioner
Rick Sowers, Commissioner
Chuck Taylor, Commissioner

ADMINISTRATION

Nick Hernandez, *City Manager*
Nicole May, *Director of Finance*
Paige Gilmore, Esq. *City Attorney*

BOND COUNSEL

Gilmore & Bell, P.C.
Wichita, Kansas

MUNICIPAL ADVISOR

Piper Sandler & Co.
Leawood, Kansas

UNDERWRITER'S COUNSEL

Lewis Rice LLC
St. Louis, Missouri

TRUSTEE AND DISSEMINATION AGENT

Security Bank of Kansas City
Kansas City, Kansas

REGARDING USE OF THIS OFFICIAL STATEMENT

No dealer, broker, salesperson or other person has been authorized by the City or the Underwriter to give information or to make any representations with respect to the Series 2026 Bonds, other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Official Statement is being furnished by the City for the purpose of each investor's consideration of the purchase of the Series 2026 Bonds as described herein, and is not to be used for any other purpose or made available to anyone not directly concerned with the decision regarding such purchase. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement, nor any sale hereunder implies that there has been no change in the matters described herein since the date hereof. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Series 2026 Bonds by any person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

THE SERIES 2026 BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT AND THE INDENTURE HAS NOT BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS. THE REGISTRATION OR QUALIFICATION OF THE SERIES 2026 BONDS IN ACCORDANCE WITH APPLICABLE PROVISIONS OF SECURITIES LAWS OF ANY STATES IN WHICH THE SERIES 2026 BONDS HAVE BEEN REGISTERED OR QUALIFIED AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN OTHER STATES CANNOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THESE STATES NOR ANY OF THEIR AGENCIES HAVE PASSED UPON THE MERITS OF THE SERIES 2026 BONDS OR THE ACCURACY OR COMPLETENESS OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

THE PURCHASE OF THE SERIES 2026 BONDS IS AN INVESTMENT SUBJECT TO A HIGH DEGREE OF RISK, INCLUDING THE RISK OF NONPAYMENT. PROSPECTIVE INVESTORS SHOULD READ THE SECTION CAPTIONED "BONDOWNERS' RISKS" HEREIN. PROSPECTIVE PURCHASERS OF THE SERIES 2026 BONDS SHOULD CAREFULLY EVALUATE THE MERITS AND RISKS OF INVESTMENT IN THE SERIES 2026 BONDS AND SHOULD CONFER WITH THEIR LEGAL AND FINANCIAL ADVISORS, AS DEEMED APPROPRIATE.

CAUTIONARY STATEMENTS REGARDING FORWARD-LOOKING STATEMENTS IN THIS OFFICIAL STATEMENT

Certain statements included or incorporated by reference in this Official Statement constitute "*forward-looking statements*" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as *"project,"* "*plan,*" "*expect,*" "*estimate,*" "*anticipate,*" "*budget,*" "*intent"* or other similar words. Such forward looking statements include, among others, certain statements under the sections in this Official Statement captioned **"BONDOWNERS' RISKS," "THE HERITAGE AREA PROJECT," "BOND REVENUE STUDY," "PROJECTED AVERAGE LIFE OF THE SERIES 2026 BONDS"** and in **APPENDIX G** to this Official Statement.

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. INCLUDED IN SUCH RISKS AND UNCERTAINTIES ARE (i) THOSE RELATING TO THE POSSIBLE INVALIDITY OF THE UNDERLYING ASSUMPTIONS AND ESTIMATES, (ii) POSSIBLE CHANGES OR DEVELOPMENTS IN SOCIAL, ECONOMIC, BUSINESS, INDUSTRY, MARKET, LEGAL AND REGULATORY CIRCUMSTANCES, AND (iii) CONDITIONS AND ACTIONS TAKEN OR OMITTED TO BE TAKEN BY THIRD PARTIES, INCLUDING CUSTOMERS, SUPPLIERS, BUSINESS PARTNERS AND COMPETITORS, AND LEGISLATIVE, JUDICIAL AND OTHER GOVERNMENTAL AUTHORITIES AND OFFICIALS. ASSUMPTIONS RELATED TO THE FOREGOING INVOLVE JUDGMENTS WITH RESPECT TO, AMONG OTHER THINGS, FUTURE ECONOMIC, COMPETITIVE, AND MARKET CONDITIONS AND FUTURE BUSINESS DECISIONS, ALL OF WHICH ARE DIFFICULT OR IMPOSSIBLE TO PREDICT ACCURATELY. FOR THESE REASONS, THERE CAN BE NO ASSURANCE THAT THE FORWARD-LOOKING STATEMENTS INCLUDED IN THIS OFFICIAL STATEMENT WILL PROVE TO BE ACCURATE.

TABLE OF CONTENTS

INTRODUCTION 1
- General 1
- The City 1
- STAR Bonds Overview 1
- STAR Bond District and the Project Area 2
- Development of the Project Area 6
- Plan of Finance for the Phase 2 Heritage Area Project 7
- The Series 2026 Bonds 7
- Security and Sources of Payment for the Series 2026 Bonds 8
- Bond Revenue Study 11
- Bondowners' Risks 11
- Definitions and Summaries of Documents 11
- Continuing Disclosure 12

THE HERITAGE AREA PROJECT 12
- Background 12
- History – STAR Bond District and the Project Area 13
- Development of the Original Heritage Area 14
- Phase 2 Development of the Project Area 15
- Phase 2 Heritage Area Project – The Hotel Project 16
- Phase 2 Heritage Area Project – The Museum Project 21

PLAN OF FINANCE FOR DEVELOPMENT WITHIN THE PROJECT AREA 25

THE CITY 27

SOURCES AND USES OF FUNDS 27

THE SERIES 2026 BONDS 27
- Authorization 27
- Description of the Series 2026 Bonds 27
- Registration, Transfer and Exchange 28
- Redemption Provisions 29
- Book-Entry Only System 31

SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2026 BONDS 33
- Special, Limited Obligations 33
- Appropriation Covenant 35
- Debt Service Reserve Fund 36
- Additional Bonds 37

BONDOWNERS' RISKS 38
- Special, Limited Obligations 38
- Risk of Non-Appropriation 39
- Limited Sources of Debt Service and Factors Affecting Revenues 39
- Bond Revenue Study 41
- No Mortgage 42
- Additional Bonds 42
- Legal Matters; Future Changes in the Law 42
- Forward-Looking Statements 43
- Availability of Debt Service Reserve Fund 43
- Tax-Exempt Status of the Series 2026 Bonds 44
- Enforceability of Remedies 44
- Early Redemption of the Series 2026 Bonds 44
- Investment Rating 44
- In Summary 44

BOND REVENUE STUDY 45

TAX LEVY, REPORTING AND COLLECTION 45
- Overview 45
- Sales and Compensating Use Taxes 45
- Tax Base 45
- Tax Rates 46
- Destination Sourcing Rules Relating to Kansas Sales 47
- Sales Reporting and Collection 48
- Deposit and Transfer of Tax Revenues 48
- Confidentiality of Tax Information 49
- Enforcement, Penalties and Interest 49

TAX DISTRIBUTION AGREEMENT 50
- Overview 50
- Escrow Fund 50
- Collection and Transfer of Incremental City Tax Revenues 50
- Collection and Transfer of Incremental State Tax Revenues 50
- Application of Revenues in Escrow Fund 51
- Flow of Funds Under the Tax Distribution Agreement 53
- Reporting of City Tax Revenues and State Tax Revenues 54
- Confidentiality of Tax Information 54
- Reports to the City 55
- Amendments 55

HISTORIC COLLECTION OF REVENUES 55

PROJECTED REDEMPTIONS AND TERM BOND AVERAGE LIFE OF THE SERIES 2026 BONDS 56
- Introduction 56
- Structuring Assumptions 56
- Mandatory and Projected Special Mandatory Redemptions and Term Bond Average Life 57

CONTINUING DISCLOSURE 59

NO LITIGATION 60
- The City 60
- The Hotel Owner and Museum Developer 60

CERTAIN LEGAL MATTERS 60

TAX MATTERS 61
- Opinion of Bond Counsel 61
- Other Tax Consequences 61

BOND RATING 63

FINANCIAL STATEMENTS 63

MUNICIPAL ADVISOR 63

CERTAIN RELATIONSHIPS 63

UNDERWRITING 63

AUTHORIZATION 65

APPENDIX A — SUMMARY OF THE INDENTURE
APPENDIX B — TAX DISTRIBUTION AGREEMENT
APPENDIX C — FORMS OF CONTINUING DISCLOSURE UNDERTAKINGS
APPENDIX D — FORM OF BOND COUNSEL OPINION
APPENDIX E — CERTAIN INFORMATION CONCERNING THE CITY OF DODGE CITY, KANSAS
APPENDIX F — ANNUAL COMPREHENSIVE FINANCIAL REPORT OF THE CITY OF DODGE CITY FOR FISCAL YEAR ENDED DECEMBER 31, 2025
APPENDIX G — BOND REVENUE STUDY

[THIS PAGE INTENTIONALLY LEFT BLANK]

CITY OF DODGE CITY, KANSAS

**$22,005,000*
SALES TAX SPECIAL OBLIGATION REVENUE BONDS
(HERITAGE PROJECT AREA)
SERIES 2026**

INTRODUCTION

This introduction is only a brief description and summary of certain information contained in this Official Statement and is qualified in its entirety by reference to the more complete and detailed information contained in the entire Official Statement, including the cover page and appendices hereto, and the documents summarized or described herein. The order and placement of materials in this Official Statement, including the appendices, are not to be deemed a determination of relevance, materiality or relative importance, and this Official Statement, including the cover page and the appendices, must be considered in its entirety. The offering of the Series 2026 Bonds to potential investors is made only by means of the entire Official Statement. All capitalized terms used in this Official Statement that are not otherwise defined herein shall have the meaning ascribed to them in the Indenture.

General

The purpose of this Official Statement, including the cover page hereof and the appendices hereto, is to furnish certain information relating to (1) the City of Dodge City, Kansas (the **"City"**), (2) the City's $22,005,000* Sales Tax Special Obligation Revenue Bonds (Heritage Project Area) Series 2026 (the **"Series 2026 Bonds"** and, together with any Additional Bonds issued on a parity with the Series 2026 Bonds pursuant to the Indenture, collectively, the **"Bonds"**), (3) the City Project, the Hotel Project and the Museum Project, each located in the Project Area, (4) the portion of the Heritage Area Project to be financed with a portion of the proceeds of the Series 2026 Bonds (the **"STAR Bond Project"**) and (5) the Revenues available to pay debt service on the Series 2026 Bonds. See **"THE SERIES 2026 BONDS," "THE HERITAGE AREA PROJECT," "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2026 BONDS"** and **"TAX DISTRIBUTION AGREEMENT"** herein.

The City

The City is a municipal corporation duly organized and existing under the laws of the State of Kansas (the **"State"**) as a city of the first class. See **"THE CITY"** herein, **Appendix E – "CERTAIN INFORMATION CONCERNING THE CITY OF DODGE CITY, KANSAS,"** and **Appendix F – "COMPREHENSIVE ANNUAL FINANCIAL REPORT OF THE CITY OF DODGE CITY FOR FISCAL YEAR ENDED DECEMBER 31, 2025"** to this Official Statement for further information related to the City. The information regarding the City included as **Appendix E** provides information on certain economics and demographics of the larger area in which the Project Area is located.

STAR Bonds Overview

"*Sales tax and revenue*" bonds (**"STAR Bonds"**) are authorized to be issued by the City pursuant to K.S.A. 12-17,160, *et seq*., as amended (the **"STAR Bond Act"**). The STAR Bond Act provides a form of tax increment financing that enables the issuance of bonds payable from the increase in certain State and local sales

* Preliminary; subject to change.

and compensating use tax revenues and transient guest tax revenues generated from STAR Bond projects constructed within a STAR Bond project district.

To implement STAR Bond financing, a local government must adopt a resolution that specifies a proposed STAR bond project district's boundaries and describes the overall district plan, hold a public hearing on the district and the plan, and pass an ordinance that establishes the STAR bond project district. Any STAR Bond project district must also be approved by the Kansas Secretary of Commerce (the "**Secretary**").

There may be one or more proposed STAR Bond project areas and one or more proposed STAR Bond projects within a STAR Bond project district. As with the STAR Bond project district, the local government must adopt a resolution, hold a hearing, and pass an ordinance that establishes each such STAR Bond project by approval of a STAR Bond project plan. Each such project plan is required to include a description and map of the project area, a plan for relocating current residents and property owners, a detailed description of the proposed buildings and facilities and a feasibility study showing that the project will have a significant economic impact, generate enough tax revenues to pay off STAR Bonds proposed to be issued to finance the project, and not adversely affect existing businesses or other STAR Bonds that have already been issued. STAR Bonds can be used to pay for certain costs of a STAR bond project, including property acquisition, vertical improvements for certain uses, including museums, site preparation, infrastructure improvements, certain hard construction costs, bond issuance costs, bond financing costs, loan financing costs, and related soft costs. Any and all STAR Bond projects and project plans must also be approved by the Secretary.

STAR Bond District and the Project Area

On March 19, 2012, the City established the Dodge City Kansas STAR Bond Project District pursuant to Ordinance No. 3527, approved under the STAR Bond Act, for (a) an area consisting of approximately 140 acres anchored by the Boot Hill Museum and Front Street located north of Wyatt Earp Boulevard, and also including an area south of Wyatt Earp Boulevard and west of 2nd Avenue in and around Wright Park, known as the "Heritage Area" and (b) an area consisting of approximately 375 acres of undeveloped ground generally located between U.S. Highway 50 and 108th Road, south of Frontview Road, known as the "Entertainment Area" (collectively, the **"Original STAR Bond District"**), and the Secretary determined that the Original STAR Bond District constituted an "eligible area" under the provisions of the STAR Bond Act.

The Original STAR Bond District has been amended four times since its inception. On October 23, 2014, the City adopted Ordinance No. 3594, which expanded the boundaries of the Original STAR Bond District by including approximately 25 acres of additional real property in the Heritage Area (the "**2014 STAR Bond District**"). On February 3, 2017, the City adopted Ordinance No. 3650, which expanded the boundaries of the 2014 STAR Bond District by including 219 acres of real property in the Power Center Area (the "**2017 STAR Bond District**"). On April 23, 2018, the City adopted Ordinance No. 3684, which removed approximately 184 acres of real property from the Power Center Area (as reduced, the "**2018 STAR Bond District**"). The 2018 STAR Bond District contained three separate non-contiguous areas within the City: (1) the Heritage Area, which is located in the City's historic downtown; (2) the Power Center Area, which consists of approximately 35 acres generally along 14th Avenue; and (3) the Entertainment Area generally located between U.S. Highway 50 and 108th Road, south of Frontview Road. On April 20, 2026, the City adopted Ordinance No. 3842 to expand the boundaries of the 2018 STAR Bond District, specifically the Heritage Area, to include certain property located near the existing boundaries of the Heritage Area in order to provide a site for construction of additional public infrastructure and development of a hotel facility and related attractions to the Heritage Area (the "**2026 Heritage Area Addition**" and collectively with the 2018 STAR Bond District, the "**2026 STAR Bond District**"). The Heritage Area, as expanded by the 2026 Heritage Area Addition, is referred to herein as the "**Project Area**".

On April 20, 2015, the City adopted Ordinance No. 3605, which adopted the STAR Bond Project Plan for the original Heritage Area dated March 10, 2015 (the **"Original Heritage Area Project Plan"**), which Original Heritage Area Project Plan provided for the redevelopment of the Heritage Area as described therein. On July 8, 2015, the Secretary (a) determined that the 2014 STAR Bond District constituted an "eligible area"

under the STAR Bond Act, (b) approved the Heritage Area project described in the Original Heritage Area Project Plan as a "STAR bond project" within the meaning of the STAR Bond Act, and (c) approved the issuance of up to $14,642,244 (exclusive of approved financing costs) of STAR Bonds to be issued for the original Heritage Area.

Thereafter, the City prepared the STAR Bond Project Plan for the Power Center Area dated May 3, 2018, which provided for the redevelopment of the Power Center Area. Following a public hearing, the City passed Ordinance No. 3688 on June 11, 2018, adopting such project plan, and on June 11, 2018, the Secretary approved the Power Center Area Project as a "STAR bond project" and approved the issuance of STAR bonds to be issued to finance the Power Center Area project.

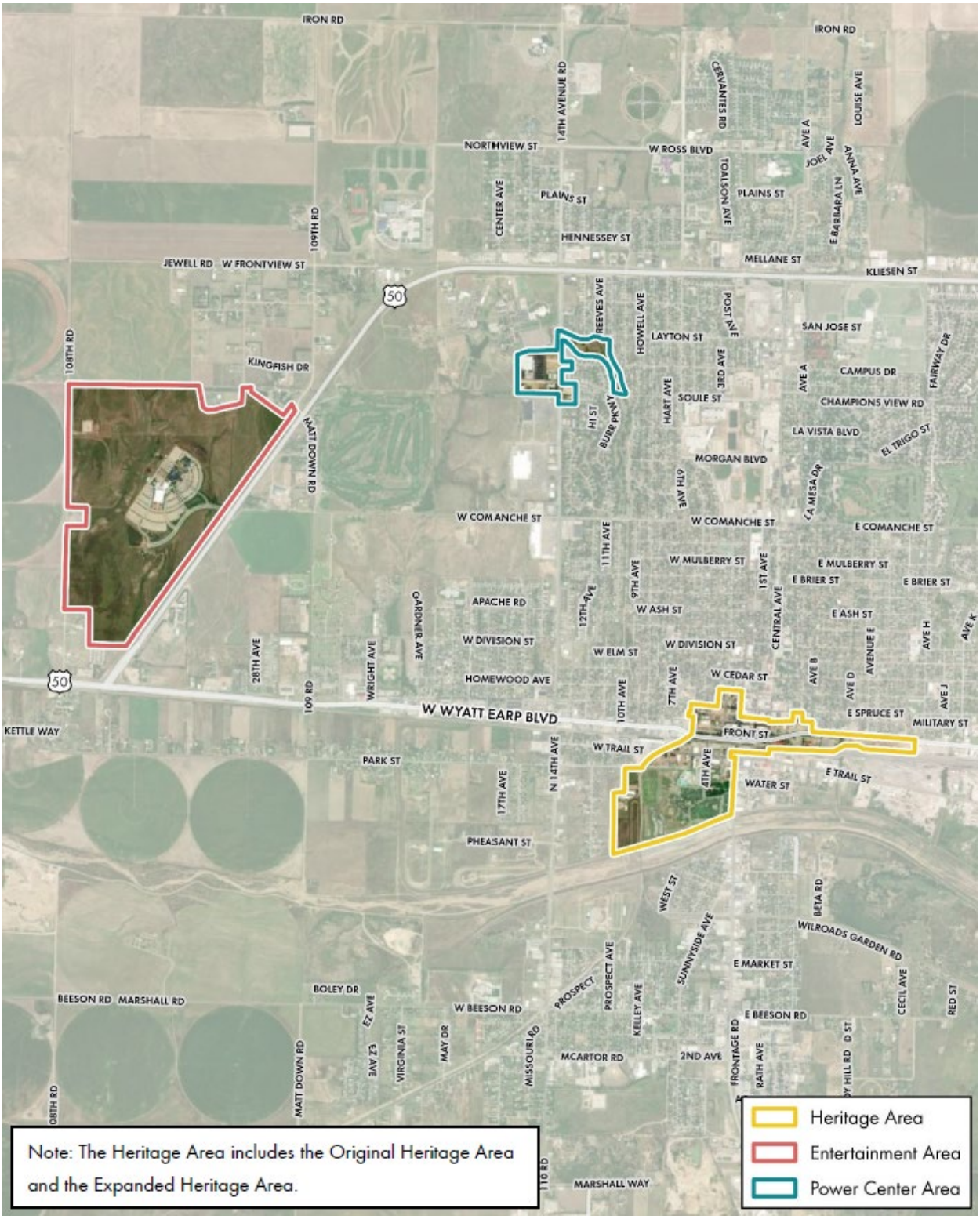
On June 25, 2026, the City adopted Ordinance No. 3844, amending the Original Heritage Area Project Plan (the "**Amended Project Plan**"), which Amended Project Plan provides for further redevelopment of the Project Area as described therein. On August 13, 2026, the Secretary (a) determined that the STAR Bond District constituted an "eligible area" under the STAR Bond Act, (b) found and determined that the Heritage Area project includes a major commercial entertainment and tourism area and is a rural redevelopment project, and approved the Heritage Area project described in the Amended Project Plan as a "STAR bond project" within the meaning of the STAR Bond Act, and (c) approved the issuance of up to $20,872,375 (exclusive of approved financing costs) of additional STAR Bonds to be issued for the Project Area.

The Series 2026 Bonds will be secured by and payable from Incremental Tax Revenues (as defined herein) and Available Local Tax Funds (as defined herein). See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2026 BONDS," "TAX DISTRIBUTION AGREEMENT" and "THE HERITAGE AREA PROJECT" herein.

Set forth below on page 4 is a map of the STAR Bond District. Set forth below on page 5 is a depiction of the Project Area, including a site plan showing the location of various components of the Phase 2 Heritage Area Project.

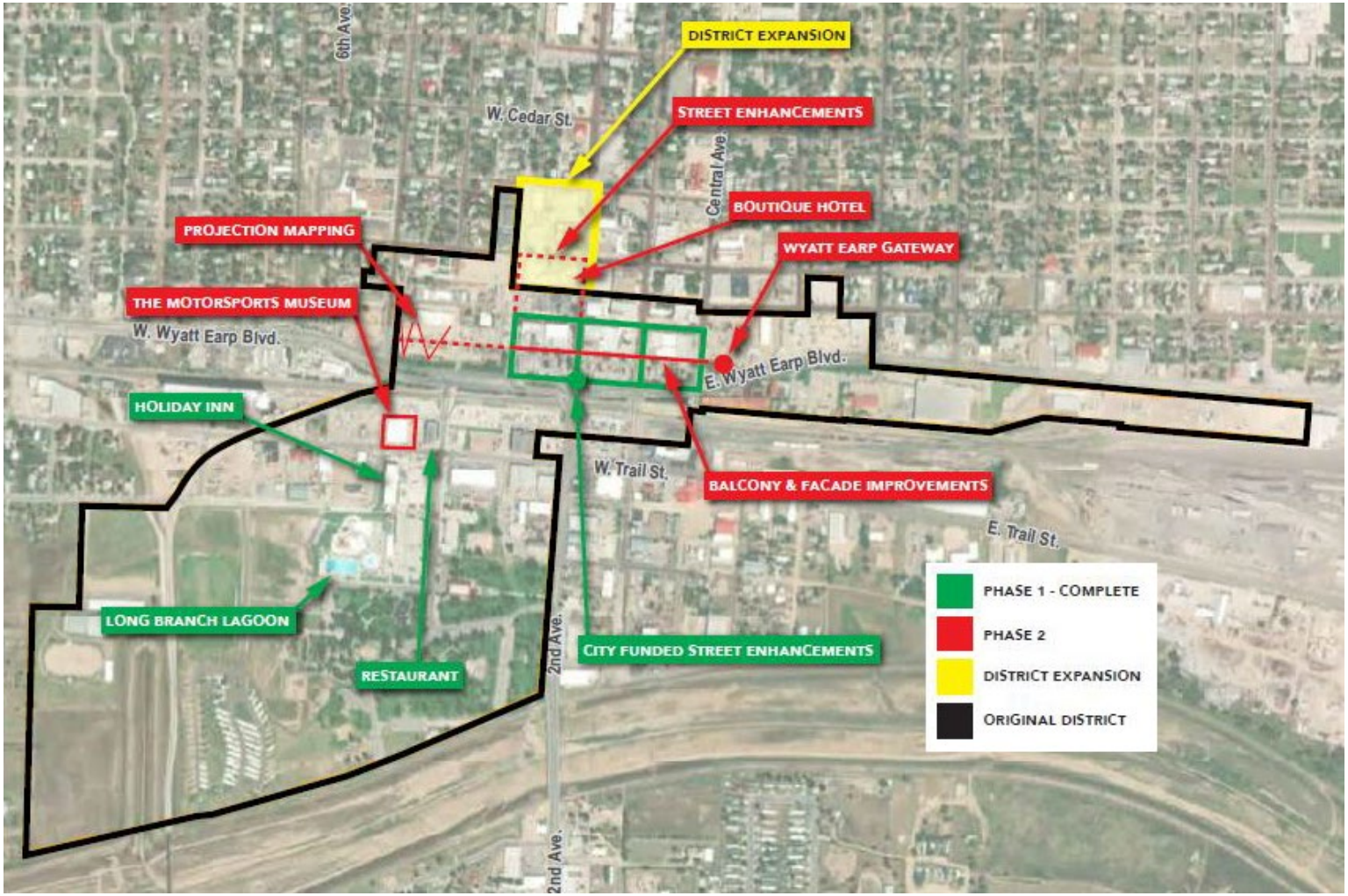
[Remainder of Page Left Intentionally Blank]

STAR Bond District[*]



[*] STAR Bond District map can also be found in the Bond Revenue Study attached hereto as **Appendix G**.

Project Area



Development of the Project Area

Under the Original Heritage Area Project Plan, the City, itself and through its development agreements with various developers and business owners: (i) renovated and expanded the Boot Hill Museum (the "**Boot Hill Museum**"), including modernizing the exhibits and attractions; (ii) constructed a themed water park and aquatic center (the "**Water Park**"); (iii) constructed a new restaurant and event space (together, the **"Restaurant"**) in the renovated Guymon Petro building; (iv) developed a Holiday Inn Express hotel (the **"Holiday Inn Hotel"**); (v) constructed a campground and recreational vehicle facility (the **"Campground"**); (vi) expanded the Lewis Ford-Lincoln automotive dealership (the **"Dealership"**); (vii) constructed the Dodge City Convention and Visitors Bureau in the renovated 2nd floor of the Depot Building (the **"Depot Building"**); and (viii) constructed other miscellaneous improvements, including certain infrastructure and transportation improvements, signage, a soccer field and an interconnected system of walking trails in the original Heritage Area (**"City Improvements"** and together with the Boot Hill Museum, Water Park, Restaurant, Holiday Inn Hotel, Campground, Dealership, Depot Building, and City Improvements, the "**Phase 1 Heritage Area Project**"). Construction of the components of the Phase 1 Heritage Area Project were completed at different times, with the entire project completed in the fall of 2020, except for certain downtown infrastructure improvements and streetscapes, which were completed in July 2026.

The Phase 2 Heritage Area Project is expected to consist of the following three components:

- The renovation of the existing First National Bank building into a boutique downtown hotel (the **"Downtown Hotel"**).

- Construction, furnishing, equipping, and renovation of a Western Kansas Motorsports Museum facility (the **"Motorsports Museum"**).

- Projection Mapping, Wyatt Earp Gateway and Trail of Fame Medallions, sculpture additions, improvements to various building facades and balconies, adding a wave machine to the Water Park, constructing a playground at Wright Park, and other public improvements throughout the Project Area for parking, streetscapes, beautification, and other infrastructure improvements (collectively, the "**City Project**").

The City entered into a New West Hospitality Development Agreement dated as of April 20, 2026 with New West Hotels, LLC, a Kansas limited liability company, which was subsequently assigned to The Kansas Marshals, LLC, a Kansas limited liability company (**"Hotel Owner"**), an affiliate of New West Hotels, LLC, pursuant to an Assignment and Assumption of Development Agreement dated October 5, 2026, as such agreement has been and may continue to be amended from time to time (collectively, the **"Downtown Hotel Development Agreement"**). Pursuant to the Downtown Hotel Development Agreement, Hotel Owner agrees, on the terms and conditions stated therein, among other things, to acquire, construct, renovate and equip the Downtown Hotel (the **"Hotel Project"**). The City agreed to sell to the Hotel Owner the real property that comprises the project site for the Hotel Project and agreed to reimburse Hotel Owner for (i) certain eligible costs with Community Improvement District ("**CID**") sales tax proceeds from the imposition of a CID sales tax in the amount of two percent (2.00%) on the sale of tangible personal property at retail or taxable services within a to-be-formed CID district, up to a maximum of Three Million Dollars ($3,000,000), and (ii) certain eligible costs with funds from a City grant equal to Three Hundred Thousand Dollars ($300,000). The City has also agreed to cooperate with Hotel Owner to obtain certain rebates of ad valorem property taxes under the NRA (as defined herein). The Hotel Owner subsequently entered into a Hotel Development and Construction Management Agreement with New West Hotels, LLC, a Kansas limited liability company, (the "**Hotel Developer**") on or about July 31, 2026, pursuant to which the Hotel Owner has engaged the Hotel Developer to provide development and construction management services for the Hotel Project (the "**Development Subcontract**"). See **"THE HERITAGE AREA PROJECT – Phase 2 Heritage Area Project – The Hotel Project"** herein.

The City has also entered into that certain Motorsports Museum Development Agreement dated July 6, 2026 (the **"Museum Development Agreement"**) with Western Kansas Motorsports Museum, Inc., a Kansas non-profit corporation (**"Museum Developer"**), pursuant to which Museum Developer agrees, on the terms and conditions stated therein, among other things, to acquire, construct, renovate and equip the Motorsports Museum (the **"Museum Project"** and together with the City Project and the Hotel Project, the **"Phase 2 Heritage Area Project"**). See **"THE HERITAGE AREA PROJECT – Phase 2 Heritage Area Project – The Museum Project"** herein. The City has agreed to provide up to $3,000,000 of net STAR Bond proceeds to the Museum Developer to pay for eligible costs of the Museum Project.

Plan of Finance for the Phase 2 Heritage Area Project

In addition to a portion of the proceeds of the Series 2026 Bonds, which will be used to pay a portion of the costs of the Phase 2 Heritage Area Project, additional development within the Project Area will be financed from other sources.

The City Project will be financed with a portion of the proceeds of the Series 2026 Bonds as well as other City funds. The Hotel Project will be financed with a combination of private equity and a commercial bank loan, rebates of a portion of incremental ad valorem property taxes under the NRA (as defined herein), and certain eligible costs paid by the Hotel Owner will be reimbursed from CID sales tax proceeds and City grant funds. The Museum Project will be financed with a portion of the proceeds of the Series 2026 Bonds, as well as donations and Museum Developer equity.

See **"PLAN OF FINANCE FOR DEVELOPMENT WITHIN THE PROJECT AREA"** herein.

The Series 2026 Bonds

The City is expected to pass an Ordinance prior to delivery of the Series 2026 Bonds (the "**Bond Ordinance**") which authorizes the issuance of the Series 2026 Bonds for the purpose of implementing the Amended Project Plan by providing funds to (1) pay a portion of the costs of the STAR Bond Project, (2) fund a deposit to the Series 2026 Debt Service Reserve Account in the Debt Service Reserve Fund established under the Indenture, and (3) pay certain costs related to the issuance of the Series 2026 Bonds. The Series 2026 Bonds are being issued by the City pursuant to the STAR Bond Act and the Indenture.

A description of the Series 2026 Bonds is contained in this Official Statement under the caption **"THE SERIES 2026 BONDS."** All references to the Series 2026 Bonds are qualified in their entirety by the definitive form thereof and the provisions with respect thereto included in the Indenture.

The Series 2026 Bonds are subject to redemption prior to maturity as described herein. See **"THE SERIES 2026 BONDS – Redemption Provisions"** herein. **If Revenues are received as projected, a substantial portion of the Series 2026 Bonds will be redeemed prior to their stated maturity.** See **"PROJECTED AVERAGE LIFE OF THE SERIES 2026 BONDS"** herein.

The City may issue one or more series of Additional Bonds which may be secured in the same manner as, and rank on a parity with, the Series 2026 Bonds (the **"Additional Bonds,"** and collectively with the Series 2026 Bonds, the **"Bonds"**), for the purpose of paying for certain costs eligible under the STAR Bond Act to be financed with proceeds of the Bonds pursuant to the Amended Project Plan and other costs permitted under the STAR Bond Act relating to the STAR Bond District. No Additional Bonds may be issued on a senior lien basis to the Series 2026 Bonds. See **"SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2026 BONDS – Additional Bonds"** herein.

Security and Sources of Payment for the Series 2026 Bonds

Special, Limited Obligations. The Series 2026 Bonds and any Additional Bonds issued under the Indenture, and the interest thereon, are special, limited obligations of the City payable (except to the extent paid out of Series 2026 Bond proceeds or the income from the temporary investment thereof) solely out of the Trust Estate, including the Revenues, and are secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the owners of the Series 2026 Bonds, as provided in the Indenture. The **"Incremental Tax Revenues"** (as defined herein) transferred by the Escrow Agent to the Trustee pursuant to the Tax Distribution Agreement, as described herein, constitute part of the Trust Estate under the Indenture and are pledged **"Revenues"** available pursuant to the terms of the Indenture to the payment of debt service on the Series 2026 Bonds and any Additional Bonds issued under the Indenture. Additionally, "**Available Local Tax Funds**" (as defined herein), appropriated by the City and deposited to the Debt Service Fund, constitute part of the Trust Estate under the Indenture and are pledged Revenues available pursuant to the terms of the Indenture to the payment of debt service on the Series 2026 Bonds, subject to annual appropriation by the City. There can be no assurance that the City will appropriate such Available Local Tax Funds in any year and the Indenture does not obligate the City to do so. However, pursuant to the Indenture, the City covenants that a request for appropriation will be included in each annual budget, commencing with the budget for the 2028 fiscal year.

Pursuant to the Tax Distribution Agreement, no Incremental State Tax Revenues generated within the Original STAR Bond District and the 2014 STAR Bond District expansion to the Heritage Area and received by the State Treasurer after April 30, 2035, will be available to pay debt service on the Series 2026 Bonds. No Incremental City Tax Revenues generated within the Original STAR Bond District and the 2014 STAR Bond District expansion to the Heritage Area and received by the State Treasurer after April 30, 2035, will be available to pay debt service on the Series 2026 Bonds. No Incremental State Tax Revenues generated within the 2026 Heritage Area Addition to the Heritage Area and received by the State Treasurer after December 31, 2046, will be available to pay debt service on the Series 2026 Bonds. No Incremental City Tax Revenues generated within the 2026 Heritage Area Addition to the Heritage Area and received by the State Treasurer after December 31, 2046, will be available to pay debt service on the Series 2026 Bonds.

The application of Available Local Tax Funds to the payment of the Series 2026 Bonds is subject to annual appropriation by the City. There can be no assurance that the City will appropriate such revenues in any year and the Indenture does not obligate the City to do so. However, pursuant to the Indenture, the City covenants that a request for appropriations will be included in each annual budget, commencing with the budget for the 2028 fiscal year.

Sources of Revenues. The current sales and compensating use tax revenues and transient guest tax revenues available to pay debt service on the Series 2026 Bonds generally consist of the following sources of taxes which are currently at the rates indicated:

[Remainder of page intentionally left blank]

State Sales Tax[(1)]:	6.50%
City General Sales Tax[(2)]:	1.00%
City's share of 0.5% County-Wide General Sales Tax[(3)]:	0.278%
Total Sales Tax:	7.778%
City Transient Guest Tax:	7.84%, based upon an 8.0% current tax rate, less 2% administrative fee retained by the State.

(1) K.S.A. 12-17,169(a)(1)(F) provides that for any STAR bond project district established after July 1, 2021, with existing sales tax revenue at the time the district was established, only 90% of the incremental State sales tax is able to be pledged to the Series 2026 Bonds. In this instance, the remaining 10% of incremental State sales tax will be kept by the State. The full State sales tax rate will count towards satisfying the base existing sales tax revenue. For the Heritage Area, the full State sales tax rate is anticipated to be pledged to the Series 2026 Bonds. For the 2026 Heritage Area Addition, a total of 90% of the 6.5% sales tax rate (5.85%) is anticipated to be pledged to the Series 2026 Bonds.

(2) The City anticipates pledging two-thirds of the 1.5% City sales tax rate to the Series 2026 Bonds. The remaining portion of the City sales tax is pledged to other outstanding financial obligations.

(3) The percentage of Ford County sales tax remitted to the City (and other municipalities within the County) is recalculated annually based on municipal population and assessed property value. As of January 2026, the City's share was 55.64094% of the 1% Ford County sales tax. The City anticipates pledging half of the City's share to the Series 2026 Bonds. The remaining portion of the City's share of the County sales tax is pledged to the other outstanding financial obligations.

See below for the specific definition of **"Revenues"** as defined in the Indenture and further described in the Tax Distribution Agreement, dated as of November 1, 2026 (as amended from time to time, the **"Tax Distribution Agreement"**) among the City, the Treasurer of the State of Kansas (the **"State Treasurer"**), the Trustee, and Security Bank of Kansas City, as escrow agent (the "**Escrow Agent**").

Revenues. The Indenture specifically defines the above-described general tax revenue sources as follows:

"Revenues" means the amounts required to be transferred to the applicable Debt Service Accounts of the Debt Service Fund and the applicable Debt Service Reserve Accounts of the Debt Service Reserve Fund pursuant to the Tax Distribution Agreement, and Available Local Tax Funds appropriated by the City and deposited into the applicable Debt Service Accounts of the Debt Service Fund pursuant to the terms of the Indenture.

Pursuant to the Tax Distribution Agreement, the **"City Sales Tax Revenues"** and the **"City Transient Guest Tax Revenues"** (collectively, the **"City Tax Revenues"**) and **"State Tax Revenues"** generated in the Project Area are collected by the State. Pursuant to the terms and timing requirements for transfers set forth in the Tax Distribution Agreement, the State Treasurer remits the Incremental City Tax Revenues (as defined herein) to the Escrow Agent, and the Kansas Department of Revenue (the **"Department"**) is obligated to cause the Incremental State Tax Revenues (as defined herein) to be credited to an account relating to the Project Area created within the City Bond Finance Fund (the **"City Bond Finance Fund"**), established with the State Treasurer, until the dates set forth in the Tax Distribution Agreement. The State Treasurer distributes the Incremental City Tax Revenues and the Incremental State Tax Revenues (collectively, the **"Incremental Tax Revenues"**) to the Escrow Agent, who transfers required deposits to the Debt Service Fund under the Indenture in accordance with the flow of funds as provided in the Tax Distribution Agreement. **The Series 2026 Bonds are secured by Incremental Tax Revenues generated within the Project Area.** See **"SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2026 BONDS," "TAX LEVY, REPORTING AND COLLECTION"** and **"TAX DISTRIBUTION AGREEMENT"** herein.

Pursuant to the Indenture, the City covenants and agrees to budget and request appropriation of the Available Local Tax Funds such that the Available Local Tax Funds are available for deposit in the Debt Service Fund in the event that the Incremental Tax Revenues are insufficient to pay scheduled debt service on the Series 2026 Bonds, it being the intention of the City that the decision to appropriate or not to appropriate under the Indenture for any year shall be made solely by the Governing Body and not by any other official of the City. Such Available Local Tax Funds shall be applied to pay scheduled debt service on the Series 2026 Bonds prior to using any funds available in the Debt Service Reserve Fund. See "**SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2026 BONDS – Appropriation Covenant**" herein.

"Incremental City Tax Revenues" means, with respect to each calendar year, the difference between (i) City Tax Revenues received by the City during such calendar year and (ii) the Base Year City Tax Revenues.

"Incremental State Tax Revenues" means, with respect to each calendar year, the difference between (i) State Tax Revenues received by the State during such calendar year with respect to the Project Area and (ii) the Base Year State Tax Revenues, plus any State Available Revenues.

"**State Available Revenues**" means any funds appropriated by the State and available for payment of the Bonds.

"**Base Year City Tax Revenues**" means: (a) with respect to the Original STAR Bond District and the 2014 STAR Bond District expansion to the Heritage Area, the amount of $138,977.41; and (b) with respect to the 2026 Heritage Area Addition to the Heritage Area, the amount of $1,523.00.

"City Tax Revenues" means, collectively, the City Sales Tax Revenues and the City Transient Guest Tax Revenues.

"**City Sales Tax Revenues**" means gross receipts of the City under K.S.A. 12-187 *et seq.*, as amended, and K.S.A. 12-198, as amended, from (a) the portion of the city retail sales and compensating use taxes that is not committed to other uses by election of voters (currently 1% from the total 1.5% imposed by the City), and any successor taxes thereto, and (b) the City's portion (currently 0.278%) of the countywide retail sales and compensating use taxes that is not committed to other uses by election of voters (currently five-tenths of one percent (0.5%) of the total one percent (1.0%)) and any successor taxes thereto, in each case with respect to retail sales within the Project Area as follows: (i) with respect to the Original STAR Bond District and the 2014 STAR Bond District expansion to the Heritage Area, to the extent such amounts are on deposit with the State Treasurer on or before April 30, 2035, and available for distribution to the Escrow Agent; and (ii) with respect to the 2026 Heritage Area Addition to the Heritage Area, to the extent such amounts are on deposit with the State Treasurer on or before December 31, 2046, and available for distribution to the Escrow Agent. City Sales Tax Revenues shall be based on tax revenues received by the City from sales occurring within the Project Area, after taking into account applicable destination-based sourcing rules of the State.

"**City Transient Guest Tax Revenues**" means gross receipts of the City under the City Transient Guest Tax Statute, from the transient guest tax (currently seven and eighty-four one hundredths of one percent (7.84%)), based upon the current tax rate of 8.0% less the administrative fee retained by the State on such amount as provided in the City Transient Guest Tax Statute (currently two percent (2%)), with respect to sleeping accommodations in any hotel, motel or tourist court located within the Project Area.

"**Base Year State Tax Revenues**" means: (a) with respect to the Original STAR Bond District and the 2014 STAR Bond District expansion to the Heritage Area, the amount of $1,073,016.21; and (b) with respect to the 2026 Heritage Area Addition to the Heritage Area, the amount of $7,747.00.

"**State Tax Revenues**" means gross receipts of the State from the taxes imposed by K.S.A. 79-3603, as amended, and K.S.A. 79-3703, as amended, with respect to retail sales within the Project Area (currently

6.50%), to the extent such amounts are transferred to the City Bond Finance Fund by the State Treasurer: (a) with respect to the Original STAR Bond District and the 2014 STAR Bond District expansion to the Heritage Area, to the extent such amounts are on deposit with the State Treasurer on or before April 30, 2035, and available for transfer to the City Bond Finance Fund; and (b) with respect to the 2026 Heritage Area Addition to the Heritage Area, to the extent such amounts are on deposit with the State Treasurer on or before December 31, 2046, and available for transfer to the City Bond Finance Fund. State Tax Revenues shall be based on tax revenues received by the State from sales occurring within the Project Area, which may include tax revenues sourced to other locations within the State under applicable destination-based sourcing rules of the State.

Debt Service Reserve Fund. As additional security for the Series 2026 Bonds, the Series 2026 Debt Service Reserve Account of the Debt Service Reserve Fund will be funded from proceeds of the Series 2026 Bonds in the amount of $1,867,689.53* (the **"Debt Service Reserve Requirement"**). Amounts in the Series 2026 Debt Service Reserve Account of the Debt Service Reserve Fund will be available to pay principal of and interest on the Series 2026 Bonds in the event that there are not sufficient moneys available for such purpose, and to be applied to the final payment of principal of and interest on the Series 2026 Bonds. See **"SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2026 BONDS"** herein.

No Mortgage. The Series 2026 Bonds are not secured by a mortgage or any other lien on the City Project, the Hotel Project, the Museum Project or any other property in the Project Area or the STAR Bond District.

Bond Revenue Study

PGAV Planners, LLC (**"PGAV"**) has prepared a report for the City entitled *"City of Dodge City, Kansas Series 2026 STAR Bond Revenue Study"* dated November 10, 2026 (the **"Bond Revenue Study"**), which includes data regarding existing sales in the Heritage Area and a projection of estimated new sales in the Project Area after expansion by the 2026 Heritage Area Addition and completion of the Phase 2 Heritage Area Project. See **"BOND REVENUE STUDY"** herein. A copy of the Bond Revenue Study is attached hereto as **Appendix G** and is a "forward looking statement" as described herein under the caption **"BONDOWNERS' RISKS - Forward Looking Statements."** Neither the City nor Stifel, Nicolaus & Company, Incorporated (the **"Underwriter"**) make any representation or warranty (express or implied) as to the accuracy or completeness of any financial, technical or statistical data or any estimates, projections, assumptions or expressions of opinion set forth in the Bond Revenue Study. Neither the City nor the Underwriter assumes any responsibility to update such information after the delivery of the Series 2026 Bonds.

Bondowners' Risks

The Series 2026 Bonds involve a high degree of risk, and prospective purchasers should read the section herein captioned **"BONDOWNERS' RISKS."** The Series 2026 Bonds may not be suitable investments for all persons, and prospective purchasers should carefully evaluate the risks and merits of an investment in the Series 2026 Bonds and should confer with their own legal and financial advisors before considering a purchase of the Series 2026 Bonds.

Definitions and Summaries of Documents

A summary or copy of certain provisions of the Indenture, the Tax Distribution Agreement and the Continuing Disclosure Undertakings (the **"Financing Documents"**) are included in this Official Statement in **Appendices A, B** and **C** hereto. Such summaries do not purport to be comprehensive or definitive. All references herein to the Financing Documents are qualified in their entirety by reference to the definitive forms of such documents and certain other documents and information described herein, copies of which may be

* Preliminary; subject to change.

obtained from the office of the Finance Director of the City of Dodge City, Kansas, 806 North Second Avenue, P.O. Box 880, Dodge City, Kansas 67801, fax (620) 225-8144 or email nicolem@dodgecity.org, and will be provided to any prospective purchaser by requesting the same in writing by mail, email or fax, in electronic form at no charge or otherwise upon payment by such prospective purchaser of the cost of complying with such request.

Continuing Disclosure

The City has covenanted for the benefit of the holders and beneficial owners of the Series 2026 Bonds to provide certain financial information on an annual and semiannual basis, and to provide notice of the occurrence of certain enumerated events, if material, all as provided in the City Continuing Disclosure Undertaking, dated as of November 1, 2026 delivered by the City. The Hotel Owner has agreed to provide the City and the Dissemination Agent with certain operating information with respect to the Hotel Project as provided in the Hotel Owner Continuing Disclosure Agreement, dated as of November 1, 2026 between the Hotel Owner and the Dissemination Agent. Pursuant to the City Continuing Disclosure Undertaking, the City has agreed to disseminate the financial information described above and notice of material events to the Municipal Securities Rulemaking Board (**"MSRB"**). The Dissemination Agent has agreed to provide the information provided by the Hotel Owner pursuant to the Hotel Owner Continuing Disclosure Agreement to the MSRB. The City Continuing Disclosure Undertaking and the Hotel Owner Continuing Disclosure Agreement are sometimes referred to herein collectively as the **"Continuing Disclosure Undertakings."** See **"CONTINUING DISCLOSURE"** herein and **Appendix C – "FORMS OF CONTINUING DISCLOSURE UNDERTAKINGS"** attached hereto.

THE HERITAGE AREA PROJECT

Background

STAR Bond Act. The provisions of the STAR Bond Act authorize cities to issue special obligation *"sales tax and revenue"* bonds secured by certain incremental tax revenues. The STAR Bond Act authorizes the establishment of a STAR bond project within a designated STAR bond project district and the issuance of bonds payable from certain incremental State and local sales and compensating use tax revenues and transient guest tax revenues generated within such STAR bond project district. STAR Bonds may be used to pay for certain costs enumerated in the STAR Bond Act within the STAR Bond District, including property acquisition, site preparation, infrastructure improvements, museum buildings, certain hard construction costs, bond issuance costs, bond financing costs, loan financing costs, and related soft costs. The Series 2026 Bonds are STAR Bonds.

In 2012 the Secretary approved the establishment of the Original STAR Bond District, which was comprised of two non-contiguous areas called the Heritage Area and the Entertainment Area. The original Heritage Area consisted of an approximately 140-acre tract anchored by the Boot Hill Museum and Front Street located north of Wyatt Earp Boulevard, and also including an area south of Wyatt Earp Boulevard and west of 2nd Avenue in and around Wright Park (the **"Original Heritage Area"**), and the Entertainment Area consisted of approximately 375 acres generally located between U.S. Highway 50 and 108th Road, south of Frontview Road, known as the "Entertainment Area" (the **"Entertainment Area"**). The Original Heritage Area included the historic downtown Boot Hill area of the City, and the Entertainment Area consisted of a largely undeveloped area in which a retail shopping center is contemplated. In October 2014 the Secretary approved the 2014 STAR Bond District, which expanded the Heritage Area to include an additional 25 acres. In February 2017 the Secretary approved the 2017 STAR Bond District, which added 219 acres of real property known as the Power Center Area (the "**Power Center Area**"). In April 2018 the Secretary approved the 2018 STAR Bond District, which removed 184 acres of real property from the Power Center Area.

The Project Area, which now includes the 2026 Heritage Area Addition, encompasses a substantial portion of downtown Dodge City and includes many existing businesses, including, but not limited to, the

business established as part of the Phase 1 Heritage Area Project. See the table labeled **"Businesses within the Dodge City Heritage Area"** in **Appendix G** for a list of businesses currently operating in the Project Area.

Development Concept for the Project Area. The Project Area's development concept is designed to foster economic growth for the downtown area of Dodge City, Kansas by creating a "sense of place" in downtown Dodge City while focusing on a celebration of Kansas and its rich traditions in western heritage. The improvements to the Project Area are intended to reinforce Dodge City as a leading, destination-oriented community and offer local patrons, out-of-state visitors and even international visitors a wide variety of amenities and attractions along with a genuine glimpse of the Western lifestyle and hospitality.

History – STAR Bond District and the Project Area

On March 19, 2012, the City established the Original STAR Bond District pursuant to Ordinance No. 3527. Prior to the approval of the Original STAR Bond District by the City, on February 14, 2012, the Secretary determined that the Original STAR Bond District constituted an "eligible area" under the provisions of the STAR Bond Act.

The Original STAR Bond District has been amended four times since its inception. On October 23, 2014, the City established the 2014 STAR Bond District pursuant to Ordinance No. 3594. On February 3, 2017, the City established the 2017 STAR Bond District pursuant to Ordinance No. 3650. On April 23, 2018, the City established the 2018 STAR Bond District pursuant to Ordinance No. 3684. The 2018 STAR Bond District contained three (3) separate non-contiguous areas within the City: (1) the Heritage Area, which is located in the City's historic downtown; (2) the Power Center Area, which consists of approximately 35 acres generally along 14th Avenue; and (3) the Entertainment Area generally located between U.S. Highway 50 and 108th Road, south of Frontview Road.

On April 20, 2026, the City further expanded the 2018 STAR Bond District pursuant to Ordinance No. 3842, which added five acres of additional real property contiguous to the existing Heritage Area. The 2018 STAR Bond District as further expanded is referred to herein as the **"STAR Bond District"**, and the Heritage Area as expanded by the 2026 Heritage Area Addition is referred to herein as the **"Project Area"**.

On April 20, 2015, the City adopted Ordinance No. 3605 to approve the Original Heritage Area Project Plan, which provided for the redevelopment of the Heritage Area as described therein, including the Phase 1 Heritage Area Project. On July 8, 2015, the Secretary (a) determined that the 2014 STAR Bond District constituted an "eligible area" under the STAR Bond Act, (b) approved the Heritage Area project described in the Original Heritage Area Project Plan as a "STAR bond project" within the meaning of the STAR Bond Act, and (c) approved the issuance of up to $14,642,244 (exclusive of approved financing costs) of STAR Bonds to be issued for the Original Heritage Area.

Thereafter, the City prepared the STAR Bond Project Plan for the Power Center Area dated May 3, 2018, which provided for the redevelopment of the Power Center Area. Following a public hearing, the City passed Ordinance No. 3688 on June 11, 2018, adopting such project plan, and on June 11, 2018, the Secretary approved the Power Center Area Project as a "STAR bond project" and approved the issuance of STAR bonds to be issued to finance the Power Center Area project.

On June 25, 2026, the City adopted Ordinance No. 3844 to approve the Amended Project Plan, which provides for the further redevelopment of the Project Area as described therein, including the Phase 2 Heritage Area Project. On August 13, 2026, the Secretary (a) determined that the STAR Bond District constituted an "eligible area" under the STAR Bond Act, (b) found and determined that the Heritage Area project includes a major commercial entertainment and tourism area and is a rural redevelopment project, and approved the Heritage Area Project described in the Amended Project Plan as a "STAR bond project" within the meaning of the STAR Bond Act, and (c) approved the issuance of up to $20,872,375 (exclusive of approved financing costs) of STAR Bonds to be issued for the Project Area.

The Series 2026 Bonds will be secured by and payable from Incremental Tax Revenues (as defined herein) generated from businesses located in the Project Area, including the Hotel Project and the Museum Project. The Series 2026 Bonds are <u>not</u> secured by any tax revenues generated within the Entertainment Area or the Power Center Area.

Development of the Original Heritage Area

In accordance with the Original Heritage Area Project Plan, the City (i) contracted with Boot Hill Museum, Inc. to construct, renovate and expand the Boot Hill Museum, (ii) acquired, constructed and equipped the Water Park, (iii) constructed, renovated and improved a portion of the Depot Building, and (iv) acquired, constructed and equipped other miscellaneous improvements, including certain infrastructure and transportation improvements, signage, a soccer field and an interconnected system of walking trails in the Project Area.

As part of the Phase 1 Heritage Area Project, the City also entered into a development agreement with Inn Vestments II, L.L.C., a Kansas limited liability company ("**Inn Vestments**"), as assignee of Leisure Development, L.L.C., a Kansas limited liability company, pursuant to which Inn Vestments agreed, on the terms and conditions stated therein, among other things, to acquire, construct and/or renovate, and equip the Holiday Inn Hotel, the Restaurant and the Campground.

Also as part of the Phase 1 Heritage Area Project, the City entered into a development agreement with Wyatt Earp Property LLC, a Kansas limited liability company (**"Wyatt Earp Property"**), pursuant to which Wyatt Earp Property agreed, on the terms and conditions stated therein, among other things, to construct, renovate and expand the Dealership.

The Boot Hill Museum. The Boot Hill Museum is a primary attraction in downtown Dodge City located in the Project Area. Boot Hill Museum, Inc., a Kansas nonprofit corporation, was founded by the Dodge City Jaycees as a community service project in 1947 and staffed primarily with volunteers for the first ten years. First housed in the 3,000 square foot Boot Hill Building adjacent to Boot Hill Cemetery, the Boot Hill Museum contained a wide variety of cultural and natural history objects. During the 1950s, the Fort Dodge Jail was acquired and a train engine was moved to the site. In 1958, the construction of historic Front Street began, with additional buildings added in 1964 and 1970. Additional buildings and exhibits have subsequently been moved to the site, including a Santa Fe Railway depot, a 1915 one-room schoolhouse, an 1880 carriage/blacksmith shop, and an 1879 cattleman's home. During the summer months there are twice daily gunfight recreations. Food is available at the Occident Saloon and a variety show is performed at the Long Branch Saloon.

The renovations to the Boot Hill Museum consisted of an expansion of approximately 12,500 square feet, which included construction of a new, stand-alone building with exhibition space and additional improvements designed to host events and traveling exhibits, which were previously unavailable to the Boot Hill Museum due to its size and accessibility. The expansion also allows the Boot Hill Museum to display significant artifacts in a more dynamic, interactive manner and provides more space with which to properly support the artifacts and engage its patrons. The expansion to the Boot Hill Museum included a new location for the Kansas Heritage Center, a non-profit social studies resource center operated through Dodge City Public Schools. The Heritage Center publishes and sells books, maps and other products relating to the Santa Fe Trail, old west and pioneer life, as well as American Indian heritage. The Boot Hill Museum renovations were completed as part of the Phase 1 Heritage Area Project in the fall of 2020.

The Water Park. The Water Park is operated by the City and features commercial water park-class slides, a lazy river, a wave pool, shallow water-play features, western theming, and other amenities in an approximately 10-acre facility. Construction of the Water Park was completed as part of the Phase 1 Heritage Area Project in May 2016.

Depot Building. The historic Depot Building in Dodge City is a two-story red brick building which occupies almost two blocks at the corner of Central Avenue and Wyatt Earp Boulevard. The Depot Building

was built in 1896 by the Atchison, Topeka and Santa Fe Railway and was placed on the National Historic Register in 2000. It is currently an active train station served by two daily Amtrak trains and includes the El Vaquero/Harvey House dining room as well as the performance facilities for the Depot Theater Company, a live theater company.

The City renovated and improved approximately 11,000 square feet of office space on the 2nd floor for the Dodge City Convention and Visitor's Bureau, as well as other office tenants. The Depot Building renovations were completed as part of the Phase 1 Heritage Area Project in the fall of 2016.

The Holiday Inn Hotel. Inn Vestments constructed the Holiday Inn Hotel, which is a four-story hotel containing 93 rooms, which provides free breakfast, weekly housekeeping, an on-site fitness center, pool, and on-site parking. The Holiday Inn Hotel provides a desirable lodging option for visitors to the Project Area, including those who are attracted to the City by the Boot Hill Museum and other amenities and events in the City. Construction of the Holiday Inn Hotel was completed as part of the Phase 1 Heritage Area Project in September 2017.

The Restaurant. Inn Vestments constructed the Restaurant, which consists of approximately 6,000 gross square feet of restaurant/entertainment seating on the first floor and approximately 6,000 gross square feet of banquet space on the second floor that can be utilized for private parties, banquets, weddings or meetings from the community or the adjacent Holiday Inn Hotel. The Restaurant is an open grill concept with an extensive bar area as well as a stage for live weekend entertainment. The banquet space seats up to 260 people and the dining room and bar seats up to 170 people. Construction of the Restaurant was completed as part of the Phase 1 Heritage Area Project in December 2016.

The Campground. Inn Vestments constructed the Campground, which includes 68 stalls for recreational vehicles, complete electrical service, ten cabins, restroom facilities and a clubhouse/main office building. Construction of the Campground was completed as part of the Phase 1 Heritage Area Project in April 2017.

The Dealership. Wyatt Earp Property expanded the existing operation of the Dealership and constructed a new dealership showroom and sales building consisting of approximately 7,800 square feet. In addition, the renovations to the Dealership included new sidewalks, landscaping and retaining walls to make the Dealership more visually appealing from public roadways. The renovations to the Dealership were completed as part of the Phase 1 Heritage Area Project in June 2016.

The City Improvements. The City completed various improvements to enhance walkability within the Project Area and provide high-quality pedestrian linkages between the various assets in downtown Dodge City. A walkway and trail system begins to the north at Boot Hill Museum and then runs south to the Campground. Paved trail segments along with intersection modifications and walkway additions combine with landscaping, statuary, and interpretive signage to create a pedestrian-friendly atmosphere that showcases western heritage and provides a sense of place and a sense of security as visitors transition throughout the Project Area. The City also acquired, constructed and equipped certain infrastructure improvements in the Project Area, including electrical improvements, water and sewer improvements, gas improvements, storm water and detention improvements, and roadway improvements. Most of the City Improvements have been completed as part of the Phase 1 Heritage Area Project with the exception of downtown infrastructure improvements and streetscape improvements, which are projected to be completed in July 2026.

Phase 2 Development of the Project Area

The Phase 2 Heritage Area Project is expected to consist of (i) the renovation of the Downtown Hotel; (ii) the construction, furnishing, equipping, and renovation of the Motorsports Museum; (iii) constructing a playground and other public improvements at Wright Park; and (iv) other public improvements throughout the Project Area for parking, streetscapes, beautification, and other infrastructure improvements.

Phase 2 Heritage Area Project – The City Project

The City Project includes the further development of the streetscapes created and/or enhanced as part of the Phase 1 Heritage Area Project to further enhance walkability within the Project Area and provide high quality pedestrian linkages between the various assets in downtown Dodge City. Paved trail segments along with intersection modifications and walkway additions will combine with landscaping, statuary, and interpretive signage to create a pedestrian friendly atmosphere that showcases western heritage and provides a sense of security as visitors transition through the Heritage Area.

Also included in the City Project are two projection mapping displays – one at the Downtown Hotel and the other at the Boot Hill Museum. Projection mapping is a digital technique that uses high-powered projectors to cast video, animation, and light onto physical surfaces while precisely aligning the visuals to the object's shape, contours, and architectural details. Projection mapping animates buildings and landmarks without requiring permanent changes to those buildings. The projection show at the Downtown Hotel will last for approximately one minute and will run every 15 minutes. The projection show at the Boot Hill Museum will last for approximately five minutes and will run every half hour. These shows will showcase the City and western history, from Native American history and culture to wild west heritage, along with more modern shows, including Kansas motorsports history. In addition, the projection mapping can have seasonal programming and promote new museum exhibits, celebrate local milestones, mark cultural holidays, and other limited-time nighttime experiences.

The City will also continue to add to its collection of Dodge City Trail of Fame Medallions. The Dodge City Trail of Fame serves as a distinctive, walkable heritage experience that reinforces the City's identity as the "Queen of Cowtowns" while honoring individuals who shaped its Old West legacy and modern preservation efforts. There are already 32 existing medallions in the Heritage Area. The City will add eight new medallions as part of the City Project. Additionally, the City will develop and construct the Wyatt Earp Boot Hill Gateway on the corner of East Wyatt Earp Boulevard and Central Avenue. The Wyatt Earp Gateway arch will mark the true entrance into the Heritage Area and will provide an opportunity for tourist pictures and marketing.

Also included in the City Project is the construction and equipping of a playground in Wright Park, as well as the installation of a FlowCurl Wave Machine into the existing Water Park.

The City Project also includes an expansion to the Heritage Area's collection of large-scale interpretive statues. As an integrated outdoor park, these sculptural installations enhance walkability, increase visitor time investments in the Project Area, and strengthen destination differentiation within the competitive Western heritage tourism market.

Another aspect of the City Project is making improvements to the façades and balconies on the Front Street right-of-way from 3rd Avenue to Central Avenue. The goal of these improvements is to restore the storefronts and windows for historical accuracy. The contemplated improvements include repainting, repairing, and/or replacing transom windows, doors, and cornices, as well as adding awnings and steel balconies.

Transportation-related improvements, including streets and new parking, will provide access to and nearby parking for all of the Heritage Area attractions and amenities.

Phase 2 Heritage Area Project – The Hotel Project

The Hotel Project consists of the acquisition, construction and equipping of the Downtown Hotel pursuant to the Downtown Hotel Development Agreement. The City is the owner of the real property that has been identified as the site of the Downtown Hotel, including a nearby lot for parking (the "**Downtown Hotel Project Site**"). On or about November 10, 2026, the City sold the Downtown Hotel Project Site to the Hotel Owner via a special warranty deed in exchange for a downpayment of $1,000 and a promissory note for the remaining balance of the $800,000 purchase price, payable eighteen (18) months after commencement of

construction of the Hotel Project and secured by a mortgage on the Downtown Hotel Project Site (the "**Note**"). The City has agreed to subordinate such mortgage to the Hotel Owner's construction lender in the event the Hotel Owner obtains construction financing; provided that the Hotel Owner causes the owner of the Holiday Inn Hotel to grant the City a mortgage against such real property as additional collateral. Hotel Owner is required to commence construction of the Downtown Hotel within sixty (60) days after closing and achieve substantial completion of the Hotel Project within eighteen (18) months after commencement of construction; provided, however, that such commencement and completion requirements are subject to a day-for-day extension for each day that certain telecommunication equipment remains present at the Downtown Hotel Project Site and has not been relocated as required by the Downtown Hotel Development Agreement (the "**Utility Relocation Extension**"). If the Hotel Owner achieves substantial completion of the Hotel Project within eighteen (18) months after commencement of construction, the City will release the mortgage on the Downtown Hotel Project Site and forgive the Note. If the Hotel Owner does not achieve substantial completion of the Hotel Project by such time, the Note shall be amortized on a five (5) year amortization as more particularly described in the Note.

The Hotel Project consists of the design, development and improvement of the Downtown Hotel Project Site with the Downtown Hotel, operated by the Downtown Hotel Manager, certain CID Improvements and other improvements, including replacement and/or refurbishment of private and public utilities to meet current standards, new sidewalk paving, new paving for on-street parking, new street lighting, and new pedestrian amenities. The "**CID Improvements**" include (i) building and site improvements; (ii) architect, engineer, and consultant studies and inspection costs, and (iii) contingency reserves relating to (i) and (ii). The costs of the Hotel Project will generally be funded by private equity and a commercial bank loan; provided, however, that costs for the construction and completion of the CID Improvements will be reimbursed with CID Sales Tax proceeds, subject to the terms and conditions of the Downtown Hotel Development Agreement. The City has the authority to create a CID pursuant to K.S.A. 12-6a26 *et seq.*, as amended (the "**CID Act**") for the purpose of financing certain economic development related projects. Under the CID Act, the owners of the land within the boundaries of a proposed CID may petition the City to request the creation of a CID and to impose special assessments and/or CID sales taxes to pay for or reimburse the costs of a portion of a CID project. Pursuant to the Downtown Hotel Development Agreement, the City collaborated with the Hotel Owner to submit a petition to request the formation of a CID encompassing all of the Downtown Hotel Project Site and the imposition of a CID sales tax of 2.00% within the boundaries of the CID (the "**CID Sales Tax**") to be used to pay for and/or reimburse certain Hotel Project costs. The governing body of the City approved the CID on September 21, 2026, with the CID Sales Tax to commence on January 1, 2028 or any other effective date that the City may subsequently approve by ordinance. The CID Sales Tax available to the Hotel Owner for reimbursement of eligible expenses shall in no event exceed Three Million Dollars ($3,000,000.00).

Pursuant to the Downtown Hotel Development Agreement, the City has also agreed to contribute Three Hundred Thousand Dollars ($300,000.00) to the Hotel Project in the form of reimbursement to the Hotel Owner for costs spent by the Hotel Owner on façade improvements and the restoration and rehabilitation of the building and existing signage located on the Downtown Hotel Project Site, subject to the terms and conditions of the Downtown Hotel Development Agreement.

Pursuant to the Downtown Hotel Development Agreement, the City has also agreed to cooperate with the Hotel Owner to secure a rebate of a portion of the incremental ad valorem property taxes collected on the Downtown Hotel Project Site under the Kansas Neighborhood Revitalization Act (the "**NRA**"). The rebates under the NRA would be obtained from Ford County, Kansas for a portion of the incremental ad valorem property taxes leveled by Ford County, the applicable school district and community college district, and any other taxing jurisdictions participating in Ford County's NRA program for the Hotel Project. Such NRA rebates would equal 95% of such incremental real property tax for the "NRA Rebate Period", which commences on the first taxable year that the Hotel Project is completed and continues through the collection and rebate of incremental real property tax for the 20th tax year thereafter. The ability to obtain NRA rebates will terminate after such 20th tax year.



Notwithstanding the above, the Hotel Owner and the City acknowledge and agree, however, that in accordance with K.S.A. 12-17,164(b), in no event shall the proceeds of the public financing be disbursed to the Hotel Owner in an amount greater than fifty percent (50%) of the total development cost. Any public financing proceeds available for disbursement to the Hotel Owner shall be limited to an amount which is equal to the amount of total project costs that have been paid by or through the Hotel Owner from private funds. The Hotel Owner will contribute at least $7,800,000 of private contribution funding into the Hotel Project, and if the Hotel Owner cannot contribute such amount, the amount of the City grant and the CID cap will be decreased to a lesser amount that is necessary to yield a public/private ratio of 35/65%.

See **"PLAN OF FINANCE FOR DEVELOPMENT WITHIN THE PROJECT AREA – The Hotel Project"** for a discussion of the sources and uses of funds related to the Hotel Project.

The Downtown Hotel. The City's hotel market is shaped by a mix of branded midscale hotels, economy motels, and a small number of upper-midscale properties. The market's performance is driven by a blend of heritage tourism, highway traffic, regional events, and workforce-related demand, creating a demand profile that is seasonal, rate-sensitive, and heavily influenced by brand strength.

The Hotel Owner's development plan includes the transformation of the historic First National Bank building in downtown Dodge City, Kansas into a lifestyle hotel under a national hotel franchise. The Downtown Hotel will leverage the existing building's architectural significance, cultural history, and downtown presence while introducing a curated guest experience, modern operations, and a cohesive brand identity.

The Hotel Owner has entered into a franchise agreement for the use of the name and intellectual property assets of Hilton in the construction and operation of the Downtown Hotel (the "**Downtown Franchise Agreement**"). The Downtown Franchise Agreement expires 20 years after the opening date of the Downtown Hotel, which is defined as the date that Hilton authorizes the Downtown Hotel to open to the public.

The Downtown Hotel will deliver a modern, boutique-style experience with free high-speed WiFi, an on-site fitness center, meeting and event space, a full-service restaurant and bar, a socially activated lobby with lounge seating, table games, and community oriented programming. Guestrooms will blend style, comfort, and personality, featuring warm ambient lighting, curated local artwork, and a design aesthetic that feels crafted – not mass-produced. Technology will enhance convenience through mobile check-in, digital key, and smart-room features. The Downtown Hotel is expected to have 55 guestrooms.

Construction of the Downtown Hotel is targeted to begin in December 2026, and the Downtown Hotel is expected to open to the public in spring 2028, subject in all respects to the Utility Relocation Extension.

The Hotel Owner. The Hotel Owner is a Kansas limited liability company and is a single purpose entity established for the purpose of ownership of the Downtown Hotel. The Manager of the Hotel Owner is Terry

Thom, and Noble Hotels LLC, which is owned jointly by Mr. Thom and Colin Noble (both of whom are also owners of the Downtown Hotel Manager), is a 40% owner. The remaining owners of the Hotel Owner are a combination of individuals and family trusts, none of whom owns more than 22% of the ownership interests.

The Hotel Developer. Pursuant to the Development Subcontract, the Hotel Developer will perform the development of the Downtown Hotel as a subcontractor of the Hotel Owner. Hotel Developer is a Kansas limited liability company and is a single purpose entity established for the purpose of development of the Downtown Hotel. The members of the Hotel Developer are Colin Noble and Terry Thom, who are also the owners of the Downtown Hotel Manager. Mr. Noble and Mr. Thom reside in Kansas, and each has decades of experience as hotel owners, franchisees, and managers, as further detailed below.

The Hotel Manager. The Downtown Hotel will be managed by Noble Hospitality, Inc. (the "**Downtown Hotel Manager**") pursuant to a Management Agreement dated September 1, 2026 by and between Hotel Owner and the Downtown Hotel Manager. Colin Noble founded Noble Hospitality, Inc. in 1991 after several years of successful hotel operations in the United Kingdom, including the Europa InterContinental Hotel in Belfast, Northern Ireland. Since that time, the Downtown Hotel Manager has owned or managed more than 150 hotels in the United States and Canada. The properties have ranged in size and scope, including select service hotels, extended stay hotels, boutique resorts, and city center convention hotels. The company's approach to management, developing new hotels and repurposing old ones has earned the Downtown Hotel Manager many accolades, including Lodging Hospitality Magazine's Distinctive Design Award, the Global Hotel Design of the Year award, InterContinental Hotel's Renovation of the Year award and InterContinental Hotel's New Design Development award for 2015. The company built the first prototype, "Formula-Blue", Holiday Inn Express & Suites hotel in 2016, which was the launch of IHG's re-imaging of the Holiday Inn Express brand nationwide.

Several of the company's hotels have achieved top quality and guest satisfaction rankings within their brand, including Downtown Doubletree's *Top Ten Worldwide*, Ramada's *Hotel of the Year*, Comfort Suites *Platinum Award* and *number one* system-wide guest satisfaction ranking, *Gold Awards* for various other Choice hotels, IHG *Torchbearer* awards, and Staybridge Suites *number one* system-wide guest satisfaction ranking. The company's *Executive Manager in Training Program* and *International Student Training Program* has produced several talented hospitality professionals, many of whom have moved on to achieve success both in the United States and abroad.

In addition to the Downtown Hotel, the company has two hotels currently under construction: a Home 2 Suites by Hilton in Napa Valley, California and a TownePlace Suites by Marriott in Colorado Springs, Colorado.

The executive management team of the Downtown Hotel Manager includes the following:

Colin Noble, President. Originally from Ireland, Mr. Noble came to America in 1991, and founded Noble Hospitality Inc. Merging his European independent hotel background with American franchise hotel operations has created a successful formula for developing and operating hotels. Prior to moving to the U.S., Mr. Noble owned and operated an Irish hotel company, which included Belfast's Europa InterContinental Hotel. Among the many awards won were Hotel of the Year, and Hotel - Restaurant of the Year on two occasions. He also founded Emerald Restaurants, which acquired the franchise for Bewley's. During the same period, Mr. Noble founded Emerald Canada, Inc. In addition to building and operating an office complex and shopping plaza, the company owned and operated a hotel in Winnipeg, Manitoba. In 1982, Mr. Noble founded The Nobleman Brewing Company and introduced to North America the first restaurant micro-brewery. After pioneering the technology and grappling with government legislation, this company set in motion a business trend that has mushroomed from coast to coast in both Canada and the U.S.

Mr. Noble is past Chairman of the Ramada Sales and Marketing Committee and was a member of the Ramada Executive Committee, as well as a member of the AHCI Franchise Council. He is the recipient of the Humanitas Award for his charitable works with Childreach/Plan USA. His work with Childreach inspired him to create the Noble International Hospitality Student Program.

Before dedicating his time and efforts exclusively to the hospitality industry, Mr. Noble was CEO of a multinational company. The company consisted of a brick and mortar manufacturing company, a hotel company, a cattle breeding farm, a restaurant company, and an antique business. The company expanded rapidly at the time of the oil boom in the Middle East. Its operations included such projects as the construction of a brick plant in Cairo, and the design, construction and supply of bricks for the military base of the defense forces in Dubai. The company also manufactured bricks in Ireland and exported them to Abu Dhabi for the massive project of paving the streets in the Arab Emirates. The company was first to export mortar to Australia and New Zealand and designed brick plants for Gibraltar and Saudi Arabia.

Terry Thom, Chief Financial & Operating Officer. Mr. Thom joined Noble Hospitality in 1994. As a member of the Certified General Accountants Society of Manitoba and of Canada, and with a Bachelor of Accounting Science degree from the University of Calgary, Mr. Thom manages the company's financial relationships and also directs the accounting team with a strong accounting discipline backed by many years of experience at every level of hospitality accounting.

Mark Stumm, Director of Business Development. Mr. Stumm joined Noble Hospitality in 1992 and brings to the table many years of in-depth experience in all aspects of hotel management. After obtaining his Bachelor of Science degree in Hotel Management, Mr. Stumm joined Brock Hotel Corporation as part of its executive management-training program. Having gained valuable experience successfully managing several hotel departments, Mr. Stumm quickly advanced to general manager for the company and managed several award-winning hotels around the country. In addition to his extensive hotel management background, Mr. Stumm has experience in the charter tour business and has developed several successful restaurant concepts.

Joey Athon, Director of Human Resources. As a graduate of Kansas State University with a degree in Management, Ms. Athon joined Noble Hospitality in 1995 as Administrative Assistant. Since that time, she has been involved with various aspects of the company, both in the field and at the company's Manhattan, Kansas office. Prior to joining the company, Ms. Athon was Office Manager and HR Administrator for one of Kansas's largest automobile dealerships. Ms. Athon is active in the community and leads one of the city's largest events, Manhattan's annual Festival of Lights.

Melissa Woodard, Financial Operations Director. Ms. Woodard joined Noble Hospitality in 2025 with 15 years of experience in all areas of accounting. She performed varying services for small and medium sized companies with a focus on expansion of the business, but has always been drawn to the hospitality industry. Ms. Woodard has a BSBA in Finance and Economics and recently became an Enrolled Agent.

Bridget McCombe, Senior VP of Product Development. Ms. McCombe, a UK native, has been with Noble Hospitality since its inception in 1991 and prior to that held senior management positions with many international hotel companies such as InterContinental and Grand Metropolitan in the U.S., Canada and Europe. Ms. McCombe's main focus is product development and capital improvement, and her great enthusiasm and creativity has been recognized with multiple awards and nominations for her hotel renovation and design work.

Jeff Macko, VP Operations. Mr. Macko joined Noble Hospitality in 1995 as a Holiday Inn hotel General Manager. In 1998, he was promoted to Area Manager. In his current position as VP of Operations he oversees day-to-day operations of Noble Hospitality. Mr. Macko has more than thirty (30) years of successful

hands-on hotel and restaurant management experience with Hilton, Doubletree, Sheraton and Holiday Inn, among others. Mr. Macko is a Certified Hospitality Administrator and obtained his Bachelor of Science degree in Accounting from Marycrest College.

Jason Elliott, Regional Director of Operations. A Hospitality and Business Management graduate of University of Las Vegas, Mr. Elliott joined Noble Hospitality in 2024. Mr. Elliott's property level experience includes various positions with IHG, Marriott, and Hilton full-service hotels in urban and resort markets.

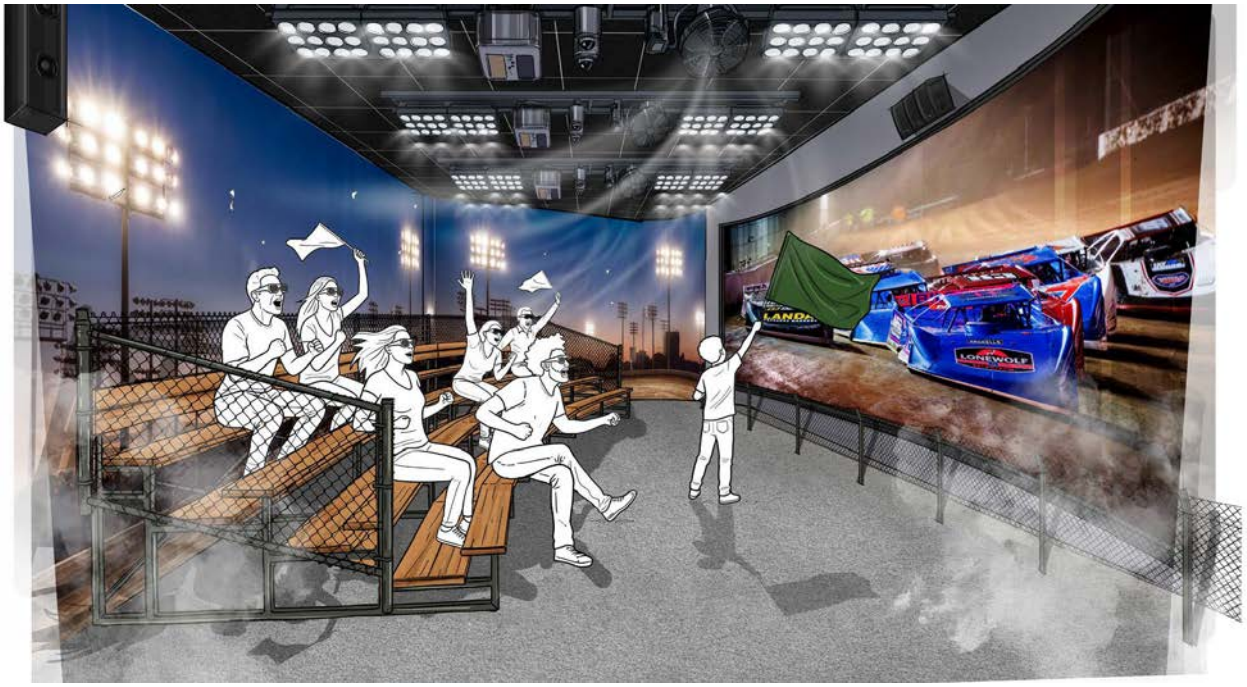
Dawn Hedges, Task Force General Manager. Ms. Hedges brings twenty (20) years of hospitality experience to Noble Hospitality. As the Task Force General Manager, she utilizes those years of experience to aid management transitions and training. During Ms. Hedges's time in hospitality, she has worked for several major hotel brands including Hilton, IHG, Marriott, and Choice.

Phase 2 Heritage Area Project – The Museum Project

The Museum Project consists of the construction and equipping of the Motorsports Museum pursuant to the Museum Development Agreement. The Museum Developer is the owner of the site of the Motorsports Museum and will operate the Motorsports Museum upon completion of construction. Construction may be completed in two phases. Phase I would include a fully operational museum consisting of basic exterior improvements, event space, front desk, feature of the month turntable display, gift shop, restrooms, office and library space, "Feel the Rush of Racing" immersive 4D race-day experience, "Racing Right Now: Motorsports Today" exhibit, "The Shop: A Live Look" exhibit, and "Your Turn to Race: Simulators and Future Forward" interactive experience. Phase II would include enhanced exterior improvements and several additional exhibits.

The costs of the Museum Project will be funded through a combination of private fundraising, corporate and exhibit sponsorships, and the proceeds of the Series 2026 Bonds.

See **"PLAN OF FINANCE FOR DEVELOPMENT WITHIN THE PROJECT AREA – The Museum Project"** for a discussion of the sources and uses of funds related to the Museum Project.



The Motorsports Museum. The Motorsports Museum will be a premier regional destination attraction located in a 12,000-square-foot facility in historic downtown Dodge City, Kansas. It will celebrate the heritage, innovation, and culture of motorsports across western Kansas and the surrounding multi-state region through immersive exhibits, interactive technology, and educational programming. The Motorsports Museum is designed not simply as a display space, but as a tourism anchor attraction capable of drawing visitors from Kansas, Oklahoma, Colorado, Texas, Nebraska, Missouri, and Iowa. The Motorsports Museum will uniquely combine historical preservation with modern entertainment, highlighted by a state-of-the-art 4D immersive theatre experience, simulators, and hands-on educational exhibits. Rooted in the region's dirt-track and motorcycle racing culture, the Motorsports Museum will use multisensory experiences, interactive exhibits, and people-centered storytelling to capture the thrill of racing and the ingenuity behind it.



Located directly across the street from the Boot Hill Museum, which attracts approximately 85,000 visitors annually, the Motorsports Museum will complement existing tourism traffic while expanding the City's appeal to families and younger audiences. The Motorsports Museum will occupy a fully redeveloped downtown facility featuring modern exhibit technology and flexible community space integrating education, entertainment, and events to ensure repeat visitation and year-round use. Key attractions include: historic race car and motorcycle exhibits, rotating regional and national traveling exhibits, interactive racing simulators and arcade experiences, educational STEM programs and mechanical workshops, corporate meetings and birthday party rentals, catering kitchen and event venue, gift shop and merchandise retail, and outdoor patio gathering areas. The centerpiece attraction of the Motorsports Museum will be the 4D theatre, which will offer motion seating, sound, wind, lighting effects, and storytelling. The Motorsports Museum also plans to host five annual traveling vehicle events and align programming with race weekends at Dodge City Raceway Park.



The Motorsports Museum intends to draw regional visitors due to regional racing history connections, partnerships with active racing facilities, traveling car and motorcycle events, interactive attractions appealing to younger demographics, and lack of comparable motorsports attractions in the region. It also intends to collaborate with major tourism and community organizations, such as the Boot Hill Museum, Kansas Tourism, Dodge City Raceway Park, Dodge City Convention and Visitors Bureau, the City, and Ford County, Kansas.

The Motorsports Museum is estimated to cost approximately $4,750,000. Phase I of construction is expected to be completed by May 2028.

Once operational, the Motorsports Museum intends to operate six days per week from April through September and four days per week from October through March. It plans to hire two full-time employees and six part-time employees through a partnership with the Boot Hill Museum. It also intends to utilize the services of volunteers to provide tours, event assistance, and guest services.

The Museum Developer. The Museum Developer is a Kansas non-profit corporation, which has a volunteer Board of Directors with expertise in motorsports, tourism, finance, economic development, fundraising, and non-profit leadership.

The leadership team and key partners of the Museum Developer include the following:

Roger Burnett, Chairman of the Board & Curator. Mr. Burnett serves as Chairman of the Board for the Museum Developer, a role he has held since the organization's founding in 2024. A lifelong Dodge City resident, Mr. Burnett brings decades of hands-on experience, leadership, and passion for preserving motorsports history. He will also serve as curator for the Motorsports Museum's new 12,000-square-foot facility, overseeing the development and presentation of its exhibits and collections.

Mr. Burnett spent 20 years self-employed in the mobile home and plumbing business before continuing his career as a professional plumber for an additional 25 years. Alongside his professional work, he has dedicated more than 60 years to collecting, restoring, and preserving vintage motorsports vehicles and memorabilia. He is widely recognized for his craftsmanship and historical knowledge, regularly producing articles and photo essays highlighting the heritage of dirt track racing.

A respected leader in the vintage racing community, Mr. Burnett has served more than 40 years on the Board of Directors for the Kansas Antique Racers, one of the largest and oldest vintage racing organizations in the United States. He also curated a 14-car exhibit at the Ford County Legacy Center over the past four years, demonstrating his ability to develop engaging, high-quality displays.

Van Gemmill, Vice Chairman. Mr. Gemmill serves as Vice Chairman of the Museum Developer and is a founding member whose leadership and financial support have been instrumental in advancing the Museum Project. Contributing more than $100,000 personally, he has also played a key role in leading fundraising efforts to secure additional investment for development of the Motorsports Museum.

A lifelong motorsports enthusiast, Mr. Gemmill began racing in 1967 at McCarty Speedway in Dodge City and captured his first track championship in 1968. Over a distinguished 50-year racing career, he competed in outlaw late models and modifieds, achieving multiple seasons with more than 30 feature wins. In his final season at age 70, he earned both a state championship and three track championships.

Beyond racing, Mr. Gemmill built a successful career in sales and marketing while also diversifying into agriculture, finance, and banking. He and his wife, Jeannine, raised four children and remain deeply connected to the racing community, with multiple family members continuing to compete across the Midwest.

Nicole May, Secretary/Treasurer. Ms. May serves as Secretary/Treasurer of the Museum Developer, bringing a strong background in financial management, public administration, and deep-rooted involvement in the local motorsports community. Born and raised in Spearville, Kansas, Ms. May is a graduate of Kansas State University. She spent 14 years working in public accounting, developing expertise in financial reporting, budgeting, and organizational management. She is also employed by the City as its Director of Finance and has been actively involved in the City's prior STAR Bond project.

Her lifelong involvement in motorsports includes more than 25 years working race day operations at Dodge City Raceway Park, providing valuable insight into event management and regional racing culture.

Joann Knight, Board Member & Project Coordinator. Ms. Knight serves on the Board of Directors for the Museum Developer and plays a leading role as the project's primary staff volunteer, coordinating grant writing, fundraising initiatives, and event development. With more than 35 years of experience in economic and community development, Ms. Knight brings a proven track record of delivering large-scale, transformative projects and securing critical public and private investment.

Ms. Knight is the Executive Director of the Dodge City/Ford County Development Corporation, where she has led strategic growth initiatives that have significantly shaped the regional economy. Most notably, she facilitated the $630 million Hilmar Cheese Company project, which created 260 jobs and generated an additional $550 million in regional dairy investment.

Her leadership also includes the development and oversight of key community initiatives, including the Rural Education and Workforce Alliance (REWA), Main Street Dodge City, Dodge City Festivals, the Childcare Coalition of Dodge City, and the Community Housing Association of Dodge City. Her expertise with economic development financing tools, partnerships, and project implementation uniquely positions her to support the successful execution of the Motorsports Museum.

In addition to her professional experience, Ms. Knight has deep personal ties to the motorsports industry. Her family is actively involved in sprint car racing, and she co-owns Scott's Auto Shop, an auto repair and performance race shop serving racing teams across the Midwest.

Lyne Johnson, Board Member. Ms. Johnson serves as a Board Member of the Museum Developer and brings extensive experience in tourism development, museum operations, and large-scale project implementation. She is the Executive Director of Boot Hill Museum, where she has been a full-time member of the team since 2013. Ms. Johnson was instrumental in the planning, development, and successful execution of Boot Hill Museum's 12,000-square-foot STAR Bond expansion, completed in 2021. Her leadership throughout that process helped create one of Kansas' premier heritage tourism attractions, significantly enhancing visitor engagement and regional economic impact.

In her role with the Museum Developer, Ms. Johnson provides critical expertise in exhibit development, visitor experience, and destination marketing. She will play a key role in coordinating partnerships between Boot Hill Museum and the Motorsports Museum to enhance the overall experience for tourists and conventions visiting the City.

Joseph Oswald & Pat McCullough, Exhibit Design Team. Mr. Oswald and Mr. McCullough lead the exhibit design team at McCullough Creative Design, the firm selected to develop the interior interactive design concepts for the Motorsports Museum. The firm is widely recognized for its ability to blend historical preservation with modern, interactive experiences. They served as the lead designers for the expansion of Boot Hill Museum, delivering an engaging and immersive visitor experience that has strengthened tourism in the City. Their work across multiple museum projects throughout the Midwest demonstrates expertise in exhibit design, storytelling, space planning, and interactive environments. For the Motorsports Museum, they will create dynamic, hands-on exhibits that highlight the rich motorsports heritage of the region and deliver a high-quality visitor experience.

PLAN OF FINANCE FOR DEVELOPMENT WITHIN THE PROJECT AREA

In addition to a portion of the proceeds of the Series 2026 Bonds, which will be used to pay a portion of the costs of the Phase 2 Heritage Area Project, additional development within the Project Area will be financed from other sources.

The City Project

The City Project will be financed with a portion of the proceeds of the Series 2026 Bonds and other City funds, including funds from general obligation bonds and funds designated for economic development.

City Project*

Sources		
Series 2026 Bonds		$ 17,872,375*
Donations		1,340,000
GO Bond Funds		3,800,000
Economic Development Funds		3,445,000
	Total	$ 26,457,375*
Uses		
Boot Hill Parking Lot		$ 750,000
Streetscape Extension		5,000,000
Wyatt Earp Gateway & Trail of Fame		495,000
3rd Ave. Parking Lot & Spruce Street Event Plaza		2,300,000
Projection Mapping		1,550,000
Downtown Balconies & Facades		3,600,000
Miss Kitty & Can Can Dancer Sculpture		140,000
FlowCurl Wave Machine		2,950,000
Wright Park		4,800,000
Civic Statue		100,000
Soft Costs		797,375
Heritage District Buildings Acquisition/Demolition		3,975,000
	Total	$26,457,375

*Preliminary; subject to change.

As of November 1, 2026, the City had incurred approximately $1,600,000 in costs with respect to the City Project, $825,000 of which is for STAR-bond eligible improvements.

The Hotel Project

The Hotel Project will be financed as follows:

Hotel Project*

Equity		$ 3,630,000
Bank Loan		8,470,000
City Dedicated Funds		1,200,000
	Total	$13,300,000

*Preliminary; subject to change.

As of November 1, 2026, the Hotel Owner had incurred approximately $400,000 in costs with respect to the Hotel Project, including professional fees, franchise fees, and costs for promotional materials.

The Museum Project

The Museum Project will be financed through a combination of the proceeds of the Series 2026 Bonds, developer equity, and private donations. As of November 1, 2026, the Museum Developer had incurred approximately $600,000 in costs with respect to the Museum Project, none of which is STAR-bond eligible improvements. Pursuant to the Museum Development Agreement, the Museum Developer will receive $3,000,000 in proceeds of the Series 2026 Bonds as reimbursement for expenditures relating to the Museum Project.

The following table illustrates the investment by the Museum Developer in the Museum Project. The sources and uses of funds in the table below were provided by the Museum Owner.

Museum Project*

Sources		
Private Donations		$ 1,250,000
Developer Equity		500,000
Series 2026 Bonds		3,000,000
	Total	$ 4,750,000
Uses		
Exterior and Interior Building Renovations		$ 3,000,000
Museum Exhibits		1,250,000
Building Acquisition		500,000
	Total	$ 4,750,000

*Preliminary; subject to change.

THE CITY

The City is a municipal corporation duly organized and existing under the laws of the State as a city of the first class. See **Appendix E – "CERTAIN INFORMATION CONCERNING THE CITY OF DODGE CITY, KANSAS"** and **Appendix F – "COMPREHENSIVE ANNUAL FINANCIAL REPORT OF THE CITY OF DODGE CITY FOR FISCAL YEAR ENDED DECEMBER 31, 2025"** to this Official Statement for further information related to the City. The information regarding the City included as **Appendix E** is provided solely to provide information on certain economics and demographics of the larger area in which the Project Area is located.

SOURCES AND USES OF FUNDS

The Series 2026 Bonds are being issued for the purpose of providing funds to: (i) pay a portion of the costs of the STAR Bond Project, (ii) fund a deposit to the Debt Service Reserve Account of the Debt Service Reserve Fund established under the Indenture, and (iii) pay certain costs related to the issuance of the Series 2026 Bonds. See **"THE SERIES 2026 BONDS"** herein. The following sets forth the estimated sources and uses of funds relating to the proceeds of the Series 2026 Bonds:

Sources of Funds:	
Principal Amount of the Series 2026 Bonds	$22,005,000*
Less Net Original Issue Discount/Plus Net Original Premium	
Total Sources of Funds	$
Uses of Funds:	
Project Fund	$
Costs of Issuance Fund	
Debt Service Fund	
Debt Service Reserve Fund	
Total Uses of Funds	$

THE SERIES 2026 BONDS

Authorization

The Series 2026 Bonds are being issued pursuant to the Indenture and pursuant to and in full compliance with the Constitution and laws of the State, including particularly the STAR Bond Act. The City authorized the execution of the documents to which it is a party and the issuance and sale of the Series 2026 Bonds pursuant to the Bond Ordinance and the Indenture.

Description of the Series 2026 Bonds

The Series 2026 Bonds will be issuable in the form of fully registered bonds without coupons in Authorized Denominations of $5,000 or any integral multiple thereof. Ownership interests in the Series 2026 Bonds will be available to purchasers through book-entry only. The Series 2026 Bonds shall be dated the date of the original issuance and delivery thereof and will mature on the dates set forth on the inside cover page of

* Preliminary; subject to change.

the Official Statement. The Series 2026 Bonds will bear interest at the rates per annum set forth on the inside cover page hereof, which interest will be payable semiannually on June 1 and December 1 in each year (each a **"Bond Payment Date"**), commencing June 1, 2027. Interest and mandatory redemption payments will be payable by check or draft of the Trustee mailed to the persons who are the registered owners of the Series 2026 Bonds as of the close of business on the 15th calendar day (the **"Record Date"**) preceding such Bond Payment Date.

Registration, Transfer and Exchange

The Series 2026 Bonds will be issued only in fully registered form. The Trustee is appointed the **"bond registrar"** for the purpose of registering and transferring the Series 2026 Bonds, as provided in the Indenture. The Trustee will cause to be kept at its principal corporate trust office the **"bond register"** in which, subject to such reasonable regulations as it may prescribe, the Trustee will provide for the registration, transfer and exchange of Series 2026 Bonds as provided in the Indenture.

When issued, the Series 2026 Bonds will be registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company (**"DTC"**), New York, New York. DTC will act as securities depository for the Series 2026 Bonds. See the subheading below captioned **"Book-Entry Only System."**

Series 2026 Bonds may be transferred or exchanged only upon the bond register maintained by the Trustee as provided in the Indenture. Upon surrender for transfer or exchange of any Series 2026 Bond at the principal corporate trust office of the Trustee, the City will execute, and the Trustee will authenticate and deliver, in the name of the designated transferee or transferees, one or more new Series 2026 Bonds of the same maturity, of any Authorized Denominations and of a like aggregate principal amount.

Every Series 2026 Bond presented or surrendered for transfer or exchange shall (if so required by the City or the Trustee, as bond registrar) be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the City and the Trustee, as bond registrar, duly executed by the owner thereof or his attorney or legal representative duly authorized in writing. All Series 2026 Bonds issued upon any transfer or exchange shall be the valid obligations of the City, evidencing the same debt, and entitled to the same security and benefits under the Indenture, as the Series 2026 Bonds surrendered upon such transfer or exchange.

No service charge shall be made for any registration, transfer or exchange of Series 2026 Bonds, but the Trustee or Depository may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Series 2026 Bonds, and such charge shall be paid by the owner thereof before any such new Series 2026 Bond shall be delivered. In the event any registered owner fails to provide a correct taxpayer identification number to the Trustee, the Trustee may impose a charge against such registered owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Internal Revenue Code, such amount may be deducted by the Trustee from amounts otherwise payable to such registered owner hereunder or under the Series 2026 Bonds.

The Trustee shall not be required (a) to transfer or exchange any Series 2026 Bond during a period beginning at the opening of business 15 days before the day of the first publication or the mailing (if there is no publication) of a notice of redemption of such Series 2026 Bond and ending at the close of business on the day of such publication or mailing, or (b) to transfer or exchange any Series 2026 Bond so selected for redemption in whole or in part, during a period beginning at the opening of business on any Record Date for the Series 2026 Bonds and ending at the close of business on the relevant Bond Payment Date therefor.

The Person in whose name any Series 2026 Bond shall be registered on the bond register shall be deemed and regarded as the absolute owner thereof for all purposes, except as otherwise provided in the Indenture, and payment of or on account of the principal of, redemption premium, if any, and interest on any such Series 2026 Bond shall be made only to or upon the order of the registered owner thereof or his legal representative, but such

registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 2026 Bond to the extent of the sum or sums so paid.

The Trustee will keep on file at its principal corporate trust office a list of the names and addresses of the last known owners of all Series 2026 Bonds and the numbers of such Series 2026 Bonds held by each of such owners. At reasonable times and under reasonable regulations established by the Trustee, the list may be inspected and copied by the City and the owners of at least 10% of the Bond Obligation or the authorized representative thereof, provided that the ownership of such owner and the authority of any such designated representative shall be evidenced to the satisfaction of the Trustee.

Notwithstanding any other provision of the Indenture to the contrary, any owner of Series 2026 Bonds may pledge, assign and grant a security interest in its right, title and interest in and to such Bonds to a third party as security for an obligation of such owner to such third party.

Redemption Provisions

Optional Redemption. The Series 2026 Bonds shall be subject to redemption prior to maturity, at the option of the City, on and after December 1, ____, in whole or in part at any time, at a redemption price equal to the principal amount thereof, plus accrued interest thereon to the redemption date. Additional Bonds are subject to redemption and payment prior to Stated Maturity in accordance with the provisions of the Supplemental Indenture authorizing the issuance of such Additional Bonds.

Mandatory Redemption. The Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date.

The City shall, from the payments specified in the Indenture that are to be deposited and credited to the Debt Service Fund, redeem on December 1 in each year, the following principal amounts of the Series 2026 Term Bond:

Principal Amount	**Year**
	*

*Final Maturity

Additional Bonds designated as Term Bonds shall be subject to mandatory redemption in accordance with the provisions of the Supplemental Indenture authorizing such Additional Bonds.

Special Mandatory Redemption of Series 2026 Bonds. The Series 2026 Bonds are subject to special mandatory redemption prior to maturity in part on each Interest Payment Date, at a redemption price equal to 100% of the principal amount thereof, in Authorized Denominations in an amount equal to the amount of funds on deposit, if any, in the Series 2026 Special Mandatory Redemption Subaccount of the Series 2026 Debt Service Account on such Interest Payment Date, in accordance with the provisions of the Tax Distribution Agreement. The Revenues shall be applied to the special mandatory redemption of the Series 2026 Bonds in inverse order of maturity, and in inverse order within each maturity. See **"TAX DISTRIBUTION AGREEMENT"** herein.

Extraordinary Mandatory Redemption of Series 2026 Bonds from Remaining Proceeds in Project Fund. The Series 2026 Bonds are subject to mandatory redemption in whole or in part at any time at a redemption price equal to 100% of the principal amount thereof, plus accrued interest thereon to the redemption date, from amounts transferred to the Series 2026 Debt Service Account of the Debt Service Fund from the Series 2026 Project Account of the Project Fund as described in **Appendix A – "SUMMARY OF THE**

INDENTURE – Project Fund." Such moneys shall be applied to the mandatory redemption of Series 2026 Bonds proportionately from each maturity.

Extraordinary Mandatory Redemption of Series 2026 Bonds from Moneys on Deposit in the Debt Service Reserve Fund. On the first Interest Payment Date on which all of the Outstanding Series 2026 Bonds can be paid in full with the sum of (a) moneys on deposit in the Series 2026 Debt Service Reserve Account of the Debt Service Reserve Fund and (b) Revenues available on such Interest Payment Date for the payment of the principal of and interest on the Series 2026 Bonds (whether by maturity, Special Mandatory Redemption, optional redemption, defeasance or purchase), the Series 2026 Bonds shall be subject to mandatory redemption in whole, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest thereon to the redemption date, from amounts transferred to the Debt Service Account with respect to the Series 2026 Bonds from the Series 2026 Debt Service Reserve Account of the Debt Service Reserve Fund pursuant to the provisions of the Indenture less the amount of scheduled principal of and interest due and payable on the Series 2026 Bonds on such Interest Payment Date. See **Appendix A – "SUMMARY OF THE INDENTURE – Redemption of Bonds."**

Selection by Trustee of Series 2026 Bonds To Be Redeemed. Series 2026 Bonds may be redeemed only in Authorized Denominations.

Except as otherwise provided above, if less than all of the Series 2026 Bonds are to be redeemed, the particular Series 2026 Bonds to be redeemed shall be selected by the Trustee from the Series 2026 Bonds that have not previously been called for redemption, by such method as the Trustee shall deem fair and appropriate and which may provide for the selection for redemption of portions equal to $5,000 principal amount. Except as may be otherwise provided in a Supplemental Indenture authorizing the issuance of a series of Additional Bonds, if less than all of any maturity of the related series of Additional Bonds are to be redeemed, the particular Bonds to be redeemed shall be selected by the Trustee from the Bonds of such maturity which have not previously been called for redemption, by such method as the Trustee shall deem fair and appropriate and which may provide for the selection for redemption of portions equal to Authorized Denominations.

Notice of Redemption. Unless waived by any owner of Series 2026 Bonds to be redeemed and except as may be otherwise provided in a Supplemental Indenture authorizing a series of Bonds, official notice of any such redemption shall be given by the Trustee on behalf of the City by mailing a copy of an official redemption notice by first class mail, at least 20 days (or, in the event of a Special Mandatory Redemption or a mandatory redemption from moneys on deposit in the Debt Service Reserve Fund pursuant to the provisions in the Indenture as described above under the heading **"*Extraordinary Mandatory Redemption of Series 2026 Bonds from Moneys on Deposit in the Debt Service Reserve Fund*"** at least 15 days) and not more than 60 days prior to the redemption date to each registered owner of the Bonds to be redeemed at the address shown on the bond register.

All official notices of redemption will be dated and will state: (a) the redemption date; (b) the redemption price; (c) the principal amount of Bonds of the series to be redeemed and, if less than all Bonds of a particular maturity of a series are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts, numbers and maturity dates) of the Bonds to be redeemed; (d) 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 will cease to accrue from and after said date; and (e) the place where the Bonds to be redeemed are to be surrendered for payment of the redemption price, which place of payment will be the principal corporate trust office of the Trustee or other Paying Agent.

With respect to optional redemptions, such notice may be conditioned upon moneys being on deposit with the Trustee on or prior to the redemption date in an amount sufficient to pay the redemption price on the redemption date. If such notice is conditional and either the Trustee receives written notice from the City that moneys sufficient to pay the redemption price will not be on deposit on the redemption date, or such moneys are not received on the redemption date, then such notice will be of no force and effect, the Trustee will not redeem such Bonds and the Trustee will give notice, in the same manner in which the notice of redemption was given,

that such moneys were not or will not be so received and that such Bonds will not be redeemed. In addition to the foregoing notice, a copy of the notice of redemption shall also be given by the Trustee to the provider of any agreement relating to the investment of proceeds of the Bonds (to the extent required by the terms of any such agreement) at least one Business Day prior to the redemption date.

The failure of any owner of Bonds to receive notice, or any defect therein, will not affect the validity of any proceedings for the redemption of any Bonds. Any notice mailed as provided in the Indenture will be conclusively presumed to have been duly given and will become effective upon mailing, whether or not any owner receives such notice.

In addition to the foregoing notice, the Trustee shall give further notice by first class, registered or certified mail or overnight delivery service or facsimile transmission to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds. Each further notice of redemption given shall contain the information required above for an official notice of redemption plus (i) the CUSIP numbers of all Bonds being redeemed, (ii) the date of issue of the Bonds as originally issued, (iii) the rate of interest borne by each Bond being redeemed, (iv) the maturity date of each Bond being redeemed, and (v) any other descriptive information needed to identify accurately the Bonds being redeemed. No defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

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

Book-Entry Only System

General. When the Series 2026 Bonds are issued, ownership interests will be available to purchasers only through a book-entry only system (the **"Book-Entry Only System"**) maintained by The Depository Trust Company, New York, New York. DTC will act as securities depository for the Series 2026 Bonds. Initially, the Series 2026 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC'S partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Series 2026 Bond certificate for each maturity of the Series 2026 Bonds will be issued, in the aggregate principal amount of such maturity, and will be deposited with DTC or the Trustee as its "FAST" agent. The following discussion will not apply to any Series 2026 Bonds issued in certificate form in the event of the discontinuance of the DTC Book-Entry Only System, as described below.

DTC and its Participants. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's participants (**"Direct Participants"**) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust &

Clearing Corporation (**"DTCC"**). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others, such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (the **"Indirect Participants"**). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Direct and Indirect Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchase of Ownership Interests. Purchases of the Series 2026 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2026 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2026 Bond (the **"Beneficial Owner"**) is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2026 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in the Series 2026 Bonds, except in the event that use of the book-entry system for the Series 2026 Bonds is discontinued.

Transfers. To facilitate subsequent transfers, all Series 2026 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Series 2026 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2026 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2026 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Notices. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Series 2026 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2026 Bonds, such as redemptions, defaults and proposed amendments to the Indenture. For example, Beneficial Owners of the Series 2026 Bonds may wish to ascertain that the nominee holding the Series 2026 Bonds for their benefit has agreed to obtain and transmit notices to the Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Registrar and request that copies of notices be sent directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2026 Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in Series 2026 Bonds to be redeemed.

Voting. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2026 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2026 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Payments of Principal and Interest. All payments of principal of, premium, if any, and interest on such Series 2026 Bonds and any redemption proceeds will be made to Cede & Co., or such other nominee as may be

requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or the Trustee, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Direct and Indirect Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Trustee or the City, subject to any statutory and regulatory requirements as may be in effect from time to time. Payment of principal of, premium, if any, and interest on the Series 2026 Bonds to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Trustee, disbursement of such payments to Direct Participants is the responsibility of DTC, and disbursement of such payments to the Beneficial Owners is the responsibility of Direct and Indirect Participants.

Discontinuation of Book-Entry Only System. DTC may discontinue providing its services as depository with respect to the Series 2026 Bonds at any time by giving reasonable notice to the City or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Series 2026 Bond certificates are required to be printed and delivered.

The use of the system of book-entry-only transfers through DTC (or a successor securities depository) may be discontinued as described in the Indenture. In that event, bond certificates will be printed and delivered as described in the Indenture.

None of the Underwriter, the Trustee or the City will have any responsibility or obligations to any Direct Participants or Indirect Participants or the persons for whom they act with respect to (i) the accuracy of any records maintained by DTC or any such Direct Participant or Indirect Participant; (ii) the payment by any Participant of any amount due to any Beneficial Owner in respect of the principal of, premium, if any, or interest on the Series 2026 Bonds or any redemption proceeds; (iii) the delivery by any such Direct Participant or Indirect Participant of any notice to any Beneficial Owner that is required or permitted under the terms of the Indenture to be given to Owners of the Series 2026 Bonds; (iv) the selection of the Beneficial Owners to receive payment in the event of any partial redemption of the Series 2026 Bonds; or (v) any consent given or other action taken by DTC as Bondholder.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but is not guaranteed as to accuracy or completeness by and is not to be construed as a representation by the City, the Trustee or the Underwriter. None of the City, the Trustee or the Underwriter make any assurances that DTC, Direct Participants, Indirect Participants or other nominees of the Beneficial Owners will act in accordance with the procedures described above or in a timely manner.

SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2026 BONDS

Special, Limited Obligations

The Series 2026 Bonds and any Additional Bonds issued under the Indenture, and the interest thereon, are special, limited obligations of the City payable (except to the extent paid out of Series 2026 Bond proceeds or the income from the temporary investment thereof) solely out of the Trust Estate, including the Revenues, and are secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the owners of the Series 2026 Bonds, as provided in the Indenture. The Incremental Tax Revenues transferred by the Escrow Agent to the Trustee pursuant to the Tax Distribution Agreement, as described herein, constitute part of the Trust Estate under the Indenture and are pledged Revenues available pursuant to the terms of the Indenture to the payment of debt service on the Series 2026 Bonds and any Additional Bonds issued under the Indenture. If the Incremental Tax Revenues are insufficient to pay the Debt Service Requirements of the Bonds on any Interest Payment Date, the City has covenanted in the Indenture, subject to annual appropriation, to apply Available Local Tax Funds to cure such insufficiency.

The Series 2026 Bonds and interest thereon shall not be deemed to constitute a debt or liability of the City, the State or of any political subdivision thereof within the meaning of any state constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the City, the State or of any political subdivision thereof, but shall be payable solely from the Trust Estate. Except as otherwise expressly provided above, the issuance of the Series 2026 Bonds shall not, directly, indirectly or contingently, obligate the City, the State or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment. The State shall not in any event be liable for the payment of the principal of, redemption premium, if any, or interest on the Series 2026 Bonds or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the City. No breach by the City of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State or any charge upon its general credit or against its taxing power.

No recourse shall be had for the payment of the principal of, or premium, if any, or interest on, any of the Series 2026 Bonds or for any claim based thereon or upon any obligation, provision, covenant or agreement contained in the Series 2026 Bonds or any document to which the City, the Hotel Owner or the Museum Developer are a party, against any past, present or future elected official, director, trustee, member, manager, officer, official, employee or agent of the City, the Hotel Owner, the Museum Developer, or the State, as such, either directly or through such entities or any successor to such entities, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise.

Pursuant to the Tax Distribution Agreement, no Incremental State Tax Revenues generated within the Original STAR Bond District and the 2014 STAR Bond District expansion to the Heritage Area and received by the State Treasurer after April 30, 2035, will be available to pay debt service on the Series 2026 Bonds. No Incremental City Tax Revenues generated within the Original STAR Bond District and the 2014 STAR Bond District expansion to the Heritage Area and received by the State Treasurer after April 30, 2035, will be available to pay debt service on the Series 2026 Bonds. No Incremental State Tax Revenues generated within the 2026 Heritage Area Addition to the Heritage Area and received by the State Treasurer after December 31, 2046, will be available to pay debt service on the Series 2026 Bonds. No Incremental City Tax Revenues generated within the 2026 Heritage Area Addition to the Heritage Area and received by the State Treasurer after December 31, 2046, will be available to pay debt service on the Series 2026 Bonds.

The application of Available Local Tax Funds to the payment of the Series 2026 Bonds is subject to annual appropriation by the City. There can be no assurance that the City will appropriate such revenues in any year and the Indenture does not obligate the City to do so. However, pursuant to the Indenture, the City covenants that a request for appropriations will be included in each annual budget, commencing with the budget for the 2028 fiscal year.

[Remainder of page intentionally left blank]

Sources of Revenues. The current sales and compensating use tax revenues and transient guest tax revenues available to pay debt service on the Series 2026 Bonds generally consist of the following sources of taxes which are currently at the rates indicated:

State Sales Tax[(1)]:	6.50%
City General Sales Tax[(2)]:	1.00%
City's share of 0.5% County-Wide General Sales Tax[(3)]:	0.2782047%
Total Sales Tax:	7.7782047%
City Transient Guest Tax:	7.84%, based upon an 8.0% current tax rate, less 2% administrative fee retained by the State.

(1) K.S.A. 12-17, 169(a)(1)(F) provides that for any STAR bond project district established after July 1, 2021, with existing sales tax revenue at the time the district was established, only 90% of the incremental State sales tax is able to be pledged to the Series 2026 Bonds. In this instance, the remaining 10% of incremental State sales tax will be kept by the State. The full State sales tax rate will count towards satisfying the base existing sales tax revenue. For the Heritage Area, the full State sales tax rate is anticipated to be pledged to the Series 2026 Bonds. For the 2026 Heritage Area Addition, a total of 90% of the 6.5% sales tax rate (5.85%) is anticipated to be pledged to the Series 2026 Bonds.

(2) The City anticipates pledging two-thirds of the 1.5% City sales tax rate to the Series 2026 Bonds. The remaining portion of the City sales tax is pledged to other outstanding financial obligations.

(3) The percentage of Ford County sales tax remitted to the City (and other municipalities within the County) is recalculated annually based on municipal population and assessed property value. As of January 2026, the City's share was 55.64094% of the 1% Ford County sales tax. The City anticipates pledging half of the City's share to the Series 2026 Bonds. The remaining portion of the City's share of the County sales tax is pledged to the other outstanding financial obligations.

Destination Sourcing Rules Regarding Auto Sales. The Dealership generates a significant amount of sales taxes. The general destination sourcing rules under Kansas Law do not apply to auto sales to Kansas residents. Accordingly, the sales tax on the sale of an automobile in Kansas to a Kansas resident is collected at the point of sale at the local rate. However, sales tax on auto sales in Kansas to non-Kansas residents (even if no delivery is involved) are collected in the purchaser's state of residence. As such, sales tax on auto sales in the Project Area to Kansas residents are collected and available to pay debt service on the Bonds, but sales tax on auto sales in the Project Area to non-Kansas residents are not available to pay debt service on the Series 2026 Bonds. See **"TAX LEVY, REPORTING AND COLLECTION – Destination Sourcing Rules Relating to Kansas Sales"** herein.

Appropriation Covenant

The City intends, on or before the last day of each Fiscal Year, commencing with the 2028 Fiscal Year, to budget and request appropriation, specifically with respect to the Indenture, Available Local Tax Funds sufficient to pay all the Debt Service Requirements on the Series 2026 Bonds for the next succeeding Fiscal Year. The City covenants in the Indenture to include in the budget proposal submitted to the Governing Body for each Fiscal Year that the Bonds are Outstanding, commencing with the 2028 Fiscal Year, a request for an appropriation of Available Local Tax Funds for transfer to the Trustee at the times and in the manner provided in the Indenture, it being the intention of the City that the decision to appropriate or not to appropriate under the Indenture shall be made solely by the Governing Body and not by any other official of the City. The City agrees to do all things lawfully within its power to obtain and maintain Available Local Tax Funds from which the Debt Service Requirements on the Bonds may be made, including making provision for such Debt Service Requirements on the Bonds to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of the City and to exhaust all available reviews and appeals in the event

such portion of the budget is not approved. The City's Director of Finance is directed to do all things lawfully within its power to obtain and maintain Available Local Tax Funds from which the Debt Service Requirements on the Bonds may be paid, including making provision for such Debt Service Requirements on the Bonds to the extent necessary in each proposed annual budget submitted for approval or by supplemental appropriation in accordance with applicable procedures of the City and to exhaust all available reviews and appeals in the event such portion of the budget or supplemental appropriation is not approved. Notwithstanding the foregoing, the decision to budget and appropriate funds is to be made in accordance with the City's normal procedures for such decisions.

"**Available Local Tax Funds**" means: (a) gross receipts of the City under K.S.A. 12-187 *et seq*., as amended, and K.S.A. 12-198, as amended, from the portion of any City retail sales and compensating use taxes that is not committed to other uses by election of voters or pledged to bond repayments, and any successor taxes thereto, collected from retail sales outside the 2026 STAR Bond District and outside any other STAR bond district created by the City pursuant to the Act; and (b) available funds in the City's general fund received by the City from the imposition of an ad valorem tax levy imposed under K.S.A. 12-101a.

The Debt Service Requirements on the Bonds shall constitute currently budgeted expenditures of the City, and shall not in any way be construed or interpreted as creating a liability or a general obligation or debt of the City in contravention of any applicable constitutional or statutory limitation or requirements concerning the creation of indebtedness by the City, nor shall anything contained in the Indenture constitute a pledge of the general credit, tax revenues (except Incremental Tax Revenues), funds or moneys of the City. The City's obligations to pay Debt Service Requirements under the Indenture shall be from year to year only, and shall not constitute a mandatory payment obligation of the City in any ensuing Fiscal Year beyond the then current Fiscal Year. Neither the Indenture nor the issuance of the Bonds shall directly or indirectly obligate the City to levy or pledge any form of taxation (other than Incremental Tax Revenues) or make any appropriation or make any payments beyond those appropriated for the City's then current Fiscal Year, but in each Fiscal Year the Debt Service Requirements on the Bonds shall be payable solely from the amounts budgeted or appropriated therefor out of the income and revenue provided for such year, plus any unencumbered balances from previous years; provided, however, that nothing herein shall be construed to limit the rights of the Bondowners or the Trustee to receive any amounts which may be realized from the Trust Estate pursuant to the Indenture. Failure of the City to budget and appropriate said moneys on or before December 31 of any year shall be deemed an Event of Nonappropriation (as defined in the Indenture).

To the extent that Available Local Tax Funds are transferred to the Trustee by the City and actually applied by the Trustee to pay principal of any Bonds, the City shall be deemed to be the owner of such Bond and such deemed ownership shall be noted by the Trustee in its registration of Bond ownership. Such Bond shall automatically be a Subordinate Lien Obligation in the principal amount of the Available Local Tax Funds used to pay principal of such Bond or Bonds; bear interest at 0% per annum; shall have a stated maturity of December 1, 20__; and shall not be subject to optional redemption prior to maturity in accordance with the provisions of the Indenture.

Debt Service Reserve Fund

The Indenture provides for the establishment of a Series 2026 Debt Service Reserve Account in the Debt Service Reserve Fund for the Series 2026 Bonds. Upon the issuance of the Series 2026 Bonds, proceeds of the Series 2026 Bonds are to be deposited into the Series 2026 Debt Service Reserve Account of the Debt Service Reserve Fund in a sum equal to the Debt Service Reserve Requirement for the Series 2026 Bonds. Except as otherwise provided in the Indenture, moneys in the Series 2026 Debt Service Reserve Account in the Debt Service Reserve Fund will be disbursed and expended by the Trustee solely for the payment of the principal of, and redemption premium, if any, and interest on the Series 2026 Bonds if sufficient moneys therefor are not

available in the applicable accounts, *first*, in the Series 2026 Debt Service Account of the Debt Service Fund (including Available Local Tax Funds, if any), and *second*, in the Special Mandatory Redemption Subaccount established within the Series 2026 Debt Service Account (including Available Local Tax Funds, if any). In the event that money on deposit in the Series 2026 Debt Service Reserve Account of the Debt Service Reserve Fund is withdrawn to pay principal of or interest on the Series 2026 Bonds, the Trustee will be required to replenish the Series 2026 Debt Service Reserve Account of the Debt Service Reserve Fund to the Debt Service Reserve Requirement for the Series 2026 Bonds as and to the extent it receives sufficient Revenues. See **"TAX DISTRIBUTION AGREEMENT"** herein and **Appendix A – "SUMMARY OF THE INDENTURE."**

Additional Bonds

The Indenture authorizes the issuance of Additional Bonds on a parity (except as otherwise provided in the Indenture) with the Series 2026 Bonds and any other Additional Bonds at any time and from time to time, upon compliance with the conditions set forth in the Indenture (as summarized below), for any of the following purposes (1) financing a portion of the Costs of the Project to the extent authorized under the STAR Bond Act; (2) funding reserve deposits and capitalized interest with respect to such Bonds, (3) paying Costs of Issuance and/or (4) refunding all or a portion of a series of Bonds then Outstanding or all or a portion of a series of bonds issued under a separate indenture to finance costs and facilities eligible under the STAR Bond Act to be financed within the STAR Bond District, to the extent authorized under the Indenture and under the STAR Bond Act.

Before any Additional Bonds are issued under the Indenture, the following requirements shall be satisfied:

(1) The City shall adopt an ordinance (a) authorizing the issuance of such Additional Bonds, fixing the principal amount thereof and describing the purpose or purposes for which such Additional Bonds are being issued, (b) authorizing the City to enter into a Supplemental Indenture for the purpose of issuing such Additional Bonds and establishing the terms and provisions of such series of Bonds and the form of the Bonds of such series, and (c) providing for such other matters as are appropriate because of the issuance of the Additional Bonds, which matters, in the judgment of the City, are not prejudicial to the City or the owners of the Bonds previously issued.

(2) With respect to the proposed issuance of a series of Additional Bonds, the City shall deliver to the Trustee: (a) a certificate of a City Representative to the effect that no default in the payment of principal, premium, if any, or interest exists with respect to any Bonds; and (b) a written report of a Consultant specifying the projected Incremental Tax Revenues for each Bond Year to and including the last Bond Year in which any Outstanding Bonds are scheduled to mature.

(3) Refunding Bonds may be issued if, taking into account the issuance of the proposed Refunding Bonds and the application of the proceeds thereof and any other funds available to be applied to such refunding, the total interest paid will not be increased and any principal payments made on the Refunding Bonds cannot occur until all the Series 2026 Bonds have been defeased or have matured.

(4) The Supplemental Indenture shall contain a provision that applies the appropriation covenants contained in the Indenture to such Additional Bonds.

(5) An Event of Nonappropriation shall not have occurred with respect to any series of Bonds then Outstanding.

Except as described above, the City will not otherwise issue any Bonds or any other obligations on a parity with the Series 2026 Bonds, but the City may issue other obligations specifically subordinate and junior to the Series 2026 Bonds, including Subordinate Lien Obligations, and payable from the Revenues so long as no payments of principal or interest on such bonds are payable while any Bonds are Outstanding.

BONDOWNERS' RISKS

The following is a discussion of certain risks that could affect payments to be made with respect to the Series 2026 Bonds. Such discussion is not, and is not intended to be, exhaustive and should be read in conjunction with all other parts of this Official Statement and should not be considered as a complete description of all risks that could affect such payments. Prospective purchasers of the Series 2026 Bonds should analyze carefully the information contained in this Official Statement, including the Appendices hereto.

THIS OFFICIAL STATEMENT IS FURNISHED SOLELY FOR THE PURPOSE OF CONSIDERATION OF AN INVESTMENT IN THE SERIES 2026 BONDS BY SOPHISTICATED INVESTORS WITH THE EXPERIENCE AND FINANCIAL EXPERTISE TO UNDERSTAND AND EVALUATE THE RISKS INHERENT IN THE INVESTMENT. THE SERIES 2026 BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS. PURCHASE OF THE SERIES 2026 BONDS WILL CONSTITUTE AN INVESTMENT SUBJECT TO SIGNIFICANT RISKS, INCLUDING THE RISK OF NONPAYMENT OF AND THE LOSS OF ALL OR PART OF THE INVESTMENT. THERE CAN BE NO ASSURANCE THAT THE REVENUES GENERATED WITHIN THE PROJECT AREA WILL BE SUFFICIENT TO PAY THE SERIES 2026 BONDS, AND ANY ADDITIONAL BONDS ISSUED FROM TIME TO TIME PURSUANT TO THE INDENTURE AND AVOID A DEFAULT ON THE SERIES 2026 BONDS IN THE FUTURE.

Special, Limited Obligations

The Series 2026 Bonds and the interest thereon are special, limited obligations of the City payable (except to the extent paid out of Series 2026 Bond proceeds or the income from the temporary investment thereof) solely out of the Trust Estate, including the Revenues, and are secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the owners of the Series 2026 Bonds, as provided in the Indenture.

The Series 2026 Bonds and interest thereon shall not be deemed to constitute a debt or liability of the City, the State or any political subdivision thereof within the meaning of any state constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the City, the State or any political subdivision thereof, but shall be payable solely from the Trust Estate. The issuance of the Series 2026 Bonds shall not, directly, indirectly or contingently, obligate the City, the State or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment. The State shall not in any event be liable for the payment of the principal of, redemption premium, if any, or interest on the Series 2026 Bonds or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the City. No breach by the City of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State or any charge upon the State or any charge upon its general credit or against its taxing power. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2026 BONDS" herein.

The Series 2026 Bonds will be secured by and payable from Incremental Tax Revenues generated prior to earlier of the date the principal of and interest on all Bonds are paid or April 30, 2035, as to the Original STAR Bond District and the 2014 STAR Bond District expansion to the Heritage Area, or December 31, 2046, as to the 2026 Heritage Area Addition to the Heritage Area. If any Series 2026 Bonds remain Outstanding after Incremental Tax Revenues generated through April 30, 2035, as to the Original STAR Bond District and the 2014 STAR Bond District expansion to the Heritage Area and December 31, 2046, as to the 2026 Heritage Area Addition to the Heritage Area plus any Available Local Tax Funds appropriated have been expended, the principal of and any accrued interest on such Series 2026 Bonds shall remain unpaid and the owners of such Series 2026 Bonds shall be without remedy, other than, and only to the extent of, any other funds held by the Trustee under the Indenture.

Risk of Non-Appropriation

The availability of any Available Local Tax Funds for the payment of debt service on the Series 2026 Bonds or any Additional Bonds issued under the Indenture is subject to annual appropriation by the City. Although the City has covenanted in the Indenture that the appropriation of the Available Local Tax Funds will be included in the budget submitted to the Governing Body for each fiscal year, there can be no assurance that such appropriation will be made by the Governing Body, and the Governing Body is not legally obligated to make any such appropriation. See "**SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2026 BONDS – Appropriation Covenant**" herein.

Limited Sources of Debt Service and Factors Affecting Revenues

Overview. The payment of the Series 2026 Bonds is solely dependent on the generation of sufficient Revenues to make the payments necessary to pay principal of and interest on the Series 2026 Bonds together with any Additional Bonds issued from time to time pursuant to the Indenture. See the discussion under this caption under the subheading **"Early Redemption of the Series 2026 Bonds"** and under the caption **"PROJECTED AVERAGE LIFE OF THE SERIES 2026 BONDS."**

Revenues are contingent upon and the amount generated will be affected by a variety of factors, including the following: economic conditions within the Project Area and the surrounding area; construction and continued operation of the Downtown Hotel, the Motorsports Museum, the Dealership, the Holiday Inn Hotel, the Campground, the Restaurant, the Water Park and other businesses in the Project Area; timely completion of construction and continued operation of the Hotel Project; competition from other retail businesses and entertainment venues; suitability of the Heritage Area Project for the local market; local unemployment, availability of transportation, neighborhood changes, crime levels in the area, vandalism, and operating costs; interruption or termination of operation of the Downtown Hotel, the Motorsports Museum, the Dealership, the Holiday Inn Hotel, the Restaurant or other businesses in the Project Area; completion of construction and opening for business of the businesses within the Project Area following a fire, natural disaster, strikes or similar events, among many other factors. Revenues are also contingent upon the then applicable tax rates, and timely collection and transfer of tax revenues. As a result, it is not possible to predict with certainty the amount of Revenues which will be available in any year to pay debt service on the Series 2026 Bonds. Retail businesses, hotels, auto dealerships and other entertainment venues outside of the Project Area, currently existing or which are developed after the date of this Official Statement, will be competitive with the Downtown Hotel, the Motorsports Museum, the Dealership, the Holiday Inn Hotel, the Restaurant and other businesses in the Project Area and could have an adverse impact on the available amount of Revenues generated within the Project Area.

Certain Risks Related to Construction of the Hotel Project. The amount of Revenues generated in any year will be greatly affected by the completion of construction of the Hotel Project. Any significant delay in completion of or failure to complete the Downtown Hotel or any failure to obtain any required building permit, license or approval, or increased or unusual user requirements or circumstances related to the Hotel Project, will impact the amount of Revenues. Construction projects are subject to cost increases and delays due to a variety of causes, including, without limitation, delay in procurement of excavation, demolition or building permits or other governmental approvals, weather, labor disputes, availability of materials or supplies, wind, fire or other casualty damages, unanticipated subsoil conditions or environmental problems, unanticipated construction difficulties and other "force majeure" occurrences or events or financial failure of or failure to perform by one or more contractor, a significant subcontractor or supplier.

Certain Risks Related to Construction of the Museum Project. The amount of Revenues generated in any year will be greatly affected by the completion of construction of the Motorsports Museum. Any significant delay in completion of or failure to complete the Motorsports Museum or any failure to obtain any required building permit, license or approval, or increased or unusual user requirements or circumstances related to the Museum Project, will impact the amount of Revenues. Construction projects are subject to cost increases and delays due to a variety of causes, including, without limitation, delay in procurement of excavation, demolition

or building permits or other governmental approvals, weather, labor disputes, availability of materials or supplies, wind, fire or other casualty damages, unanticipated subsoil conditions or environmental problems, unanticipated construction difficulties and other "force majeure" occurrences or events or financial failure of or failure to perform by one or more contractor, a significant subcontractor or supplier. As of the date of this Official Statement, fundraising for the private donations required to complete construction of the Motorsports Museum is ongoing. If the Museum Developer is unable to raise the private donations required to fund the cost of construction the museum exhibits, the Museum Developer will need to identify additional funds other than proceeds of the Series 2026 Bonds to bridge the funding gap.

The City is not obligated to issue Additional Bonds to pay any additional cost of completing the Museum Project and has limited ability to issue Additional Bonds under the STAR Bond Act and the Indenture.

For more information on matters related to construction within the Project Area, see the discussion herein under the caption **"THE HERITAGE AREA PROJECT."**

Financial Feasibility. The amount of Revenues generated in each year and the financial feasibility of the Heritage Area Project depends in part upon continued operation of the Dealership, the Boot Hill Museum, the Holiday Inn Hotel, the Water Park, the Restaurant, and the Campground, and completion of construction, operation and retention of the Downtown Hotel and Motorsports Museum, and the ability of such businesses to achieve and then to maintain substantial retail sales throughout the term of the Series 2026 Bonds. There is no guarantee that the Dealership, the Boot Hill Museum, the Holiday Inn Hotel, the Water Park, the Restaurant, and the Campground will continue to operate in the Project Area or that the Downtown Hotel and Motorsports Museum will open, continue to occupy and remain open within the Project Area for the term of the Series 2026 Bonds. Failure to maintain adequate operations could impair the ability of the Project Area businesses to pay operating expenses and debt service on financing for such projects, resulting in foreclosure or change in ownership or use. See **Appendix G – "BOND REVENUE STUDY."**

Competition. The retailers and entertainment venues in the Project Area face competition for sales and visitors, respectively (which, in turn, generate sales tax revenues) from other retailers and entertainment venues in the region. The Motorsports Museum faces competition from other tourist attractions located in the region. The Downtown Hotel will also face competition from other local hotels. Such competition could adversely affect the ability of the Project Area to generate Revenues in each year in amounts sufficient to pay principal of and interest on the Series 2026 Bonds or any Additional Bonds on a timely basis or at all. See **Appendix G – "BOND REVENUE STUDY."**

Lewis Ford-Lincoln Franchise Agreement. Lewis Ford-Lincoln has entered into sales and service agreements with Ford Motor Company giving Lewis Ford-Lincoln certain rights, including the right to sell new Ford and Lincoln vehicles and use certain marks owned by the Ford Motor Company. Pursuant to the terms of the Extension of Term Sales and Service Agreements and Term Sales Agreement entered into by Lewis Ford-Lincoln and Ford Motor Company, Lewis Ford-Lincoln's sales and service agreements terminate December 31, 2028. Members of the Lewis family have held franchises with Ford Motor Company for over 25 years and there has been a Ford dealership at the location of Lewis Ford-Lincoln for over 70 years. Nonetheless, the termination of the Lewis Ford-Lincoln sales and service agreements with Ford Motor Company prior to the scheduled expiration on December 31, 2028, or the failure or refusal of Ford Motor Company to extend the sales and service agreements beyond December 31, 2028, could adversely affect the ability of the Project Area to generate Revenues in each year in amounts sufficient to pay principal of and interest on the Series 2026 Bonds or any Additional Bonds on a timely basis or at all.

Misallocation of Revenues. The payment of the Series 2026 Bonds from Revenues is dependent on the proper allocation and deposit of Revenues generated within the Project Area by the State and the proper reporting of Revenues by the owners of the businesses in the Project Area. From time to time errors may occur in the reporting of Revenues and the allocation of Revenues to the Project Area by the State for deposit with the Escrow Agent.

Changes to State and Local Tax Rates. The Kansas legislature has the authority to amend the provisions of State law governing the sales and use taxes imposed within the Project Area. As indicated under **"TAX LEVY, REPORTING AND COLLECTION – Tax Rates,"** the State sales and use tax rate has been amended several times since its inception. The local sales and use taxes may be amended or repealed by the City or voter referendum. Changes to the tax base and exemptions could affect the amount of Revenues available for payment of the Series 2026 Bonds. Any change in the current system of collection and distribution of sales taxes in the State, including without limitation the reduction or elimination of any such tax, judicial action concerning any such tax or voter initiative, referendum or action with respect to any such tax, would likely affect the amount of Revenues generated in any year and could adversely affect the availability of Revenues in any year in amounts sufficient to pay the principal of and interest on the Series 2026 Bonds. There can be no assurance that the current system of collection and distribution of sales taxes will not be changed by any competent authority having jurisdiction to do so, including without limitation the State, the City, the courts or the voters. See **"TAX LEVY, REPORTING AND COLLECTION"** herein.

Damage or Destruction of the Businesses Located in the Project Area. The partial or complete destruction of any of the businesses located within the Project Area as a result of fire, natural disaster or similar casualty event, or the temporary or permanent closing of the any of the businesses located in the Project Area due to strikes or business failure, would adversely affect the amount of Revenues generated within the Project Area in the years affected.

Changes in Economic and Demographic Conditions. Sales tax revenues historically have been sensitive to changes in local, regional and national economic conditions. For example, sales tax revenues have historically declined during economic recessions, when high unemployment adversely affects consumption. Demographic changes in the population of the market area for the Project Area may adversely affect the level of sales tax revenues. A decline in population, or reductions in the level of tourism in the market area, could reduce the number and value of taxable transactions and thus reduce the amount of sales tax revenues. It is not possible to predict whether or to what extent any such changes in economic conditions, demographic characteristics, population or commercial and industrial activity will occur, and what impact any such changes would have on Revenues.

Pursuant to the City Continuing Disclosure Undertaking, the City has covenanted to make available annual information regarding Revenues deposited in the Escrow Fund under the Tax Distribution Agreement. Due to the confidentiality of sales tax information under State law, the City will not be permitted to disclose the aggregate Revenues generated from the retailers within the Project Area in the event such Revenues are generated by five or fewer taxpayers. See the discussion herein under the caption **"TAX LEVY, REPORTING AND COLLECTION - Confidentiality of Tax Information."** See **Appendix C – "FORMS OF CONTINUING DISCLOSURE UNDERTAKINGS."**

Change to Amended Project Plan. The Amended Project Plan, the Downtown Hotel Development Agreement, the Museum Development Agreement, the plans and specifications for the Hotel Project, the plans and specifications for the Museum Project, and other documents contemplate the construction of certain improvements within the Project Area, as described in this Official Statement. However, in the event of circumstances not presently anticipated, including but not limited to such things as an economic downturn, a bankruptcy of either the Hotel Owner, the Hotel Developer, or the Museum Developer, a loss of construction financing and other events which result in the current plans not being commercial feasible, there may be significant modifications to the plans for such development and resultant changes to the anticipated Revenues projected to be available to pay debt service on the Series 2026 Bonds.

Bond Revenue Study

The projected annual Revenues contained in the Bond Revenue Study and included or reflected in this Official Statement are based on various assumptions concerning facts and events over which the City has no control. ***No representation or warranty is or can be made about the amount or timing of any future income,***

loss, occupancy, valuation, increased assessment or revenues, or that actual results will be consistent with the Bond Revenue Study or with the Revenue projections contained therein. The information in the Bond Revenue Study is based on various assumptions, estimates and opinions. There is no assurance that actual events will correspond with the projections or the assumptions, estimates and opinions on which they are based.

The Bond Revenue Study is, in part, forward-looking and involves certain assumptions and judgments regarding future events. Although the Bond Revenue Study is based on currently available information, it is also based on assumptions about the future state of the national and regional economy and the local real estate markets as well as assumptions about future actions by various parties, which cannot be assured or guaranteed. The Bond Revenue Study is not a prediction or assurance that a certain level of performance will be achieved or that certain events will occur. The actual results will vary from the Bond Revenue Study, and the variations may be material. Prospective bondowners should read the Bond Revenue Study carefully and form their own opinions about the validity and reasonableness of such assumptions. See **"BOND REVENUE STUDY"** herein and **Appendix G – "BOND REVENUE STUDY"** attached hereto.

No Mortgage

The payment of the Series 2026 Bonds is not secured by an encumbrance, mortgage, security interest or other pledge of any of the property in the Project Area or any other property of the Hotel Owner, the Museum Developer, the City or the other businesses located in the Project Area. Therefore, in the event of a default, the Trustee will not have the ability to sell any of the businesses in the Project Area or any portion thereof to retire the Series 2026 Bonds nor look to the Hotel Owner, the Hotel Developer, the Museum Developer, or to any other asset or collateral to secure repayment of the Series 2026 Bonds. Further, no property of the City (other than the Revenues) shall be liable to be forfeited or taken in payment of the Series 2026 Bonds. See **"SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2026 BONDS – Special, Limited Obligations"** herein.

Additional Bonds

The Indenture authorizes the issuance of Additional Bonds which can be issued upon satisfaction of the requirements of the STAR Bond Act and the Indenture. See **"SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2026 BONDS - Additional Bonds"** herein. Revenues will be used to pay scheduled principal and interest, redemptions and deposits to Debt Service Reserve Accounts with respect to any Additional Bonds on a parity basis with the Series 2026 Bonds. If Additional Bonds are issued, Revenues available to pay the Series 2026 Bonds may be reduced.

Legal Matters; Future Changes in the Law

Various state and federal laws, regulations and constitutional provisions apply to the obligations created by the Series 2026 Bonds. There is no assurance that there will not be any change in, interpretation of, or addition to such applicable laws, provisions and regulations which would have a material effect, either directly or indirectly, on the availability of Revenues to pay the Series 2026 Bonds.

There can be no assurance that the Kansas state legislature will not enact legislation that will amend the laws governing the imposition of sales and compensating use taxes and the applicable tax rates or other laws or the Constitution of the State of Kansas resulting in a reduction of sales tax revenues, and consequently, an adverse effect on the Revenues otherwise available to pay the debt service on the Series 2026 Bonds. See **"Limited Sources of Debt Service and Factors Affecting Revenues – *Changes to State and Local Tax Rates*"** above.

Forward-Looking Statements

Certain statements included in this Official Statement that are not purely historical are *"forward-looking statements"* within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended, and reflect current expectations, hopes, intentions or strategies regarding the future. Such statements may be identifiable by the terminology used such as *"project," "plan," "expect," "estimate," "budget," "intend," "anticipate"* or other similar words.

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS, INCLUDED IN SUCH RISKS AND UNCERTAINTIES ARE (I) THOSE RELATING TO THE POSSIBLE INVALIDITY OF THE UNDERLYING ASSUMPTIONS AND ESTIMATES, (II) POSSIBLE CHANGES OR DEVELOPMENTS IN SOCIAL, ECONOMIC, BUSINESS, INDUSTRY, MARKET, LEGAL AND REGULATORY CIRCUMSTANCES, AND (III) CONDITIONS AND ACTIONS TAKEN OR OMITTED TO BE TAKEN BY THIRD PARTIES, INCLUDING CUSTOMERS, SUPPLIERS, USERS, BUSINESS PARTNERS AND COMPETITORS OF THE HOTEL OWNER, MUSEUM DEVELOPER OR OTHER BUSINESSES OPERATING IN THE PROJECT AREA, AND LEGISLATIVE, JUDICIAL AND OTHER GOVERNMENTAL AUTHORITIES AND OFFICIALS. ASSUMPTIONS RELATED TO THE FOREGOING INVOLVE JUDGMENTS WITH RESPECT TO, AMONG OTHER THINGS, FUTURE ECONOMIC, COMPETITIVE, AND MARKET CONDITIONS AND FUTURE BUSINESS DECISIONS, ALL OF WHICH ARE DIFFICULT OR IMPOSSIBLE TO PREDICT ACCURATELY. FOR THESE REASONS, THERE CAN BE NO ASSURANCE THAT THE FORWARD-LOOKING STATEMENTS INCLUDED IN THIS OFFICIAL STATEMENT WILL PROVE TO BE ACCURATE.

UNDUE RELIANCE SHOULD NOT BE PLACED ON FORWARD-LOOKING STATEMENTS. ALL FORWARD-LOOKING STATEMENTS INCLUDED IN THIS OFFICIAL STATEMENT ARE BASED ON INFORMATION AVAILABLE ON THE DATE HEREOF, AND THE CITY ASSUMES NO OBLIGATION TO UPDATE ANY SUCH FORWARD-LOOKING STATEMENTS IF OR WHEN EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR OR FAIL TO OCCUR, OTHER THAN AS INDICATED UNDER THE CAPTION "CONTINUING DISCLOSURE."

Availability of Debt Service Reserve Fund

At the time of issuance of the Series 2026 Bonds, the Series 2026 Debt Service Reserve Account in the Debt Service Reserve Fund will be funded from proceeds of the Series 2026 Bonds in the amount of the Debt Service Reserve Requirement for the Series 2026 Bonds. There can be no assurance that the amounts on deposit in the Series 2026 Debt Service Reserve Account in the Debt Service Reserve Fund, if needed for payment of the Series 2026 Bonds after application of the Incremental Tax Revenues and Available Local Tax Funds, will be available in the full amount of the Debt Service Reserve Requirement for the Series 2026 Bonds, because (1) the market value of the securities in which such funds are invested may have declined or (2) funds may previously have been transferred from the Series 2026 Debt Service Reserve Account in the Debt Service Reserve Fund to the Series 2026 Debt Service Account in the Debt Service Fund; and in any such case sufficient amounts may not be available in the Revenue Fund to replenish the Series 2026 Debt Service Reserve Account in the Debt Service Reserve Fund to the Debt Service Reserve Requirement for the Series 2026 Bonds.

Tax-Exempt Status of the Series 2026 Bonds

The exclusion from federal gross income of interest on the Series 2026 Bonds is based on the continued compliance by the City with certain covenants relating generally to restrictions on use of the projects financed with proceeds of the Series 2026 Bonds, the repayment of Series 2026 Bonds, arbitrage limitations, and rebate of certain excess investment earnings to the federal government. Failure to comply with such covenants could cause interest on the Series 2026 Bonds to become subject to federal income taxation retroactive to the date of issuance. The Series 2026 Bonds are not subject to redemption solely as a consequence thereof. No additional interest or penalty is payable under the terms of the Indenture in the event of the taxability of interest on the Series 2026 Bonds. See **"TAX MATTERS"** herein.

Enforceability of Remedies

The remedies available to the Trustee, the City and the holders of the Series 2026 Bonds upon an event of default under the Indenture are in many respects dependent upon judicial actions that are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including specifically the United States Bankruptcy Code, the remedies specified by the Indenture may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2026 Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by principles of equity and by bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting the rights of creditors generally. See **Appendix A – "SUMMARY OF THE INDENTURE."**

Early Redemption of the Series 2026 Bonds

After payment of Trustee, Dissemination Agent, Rebate Analyst and Escrow Agent fees (solely from Incremental City Tax Revenues) and payment of principal and interest on the Bonds, Revenues will be applied on each Interest Payment Date to the limited special mandatory redemption of the Series 2026 Bonds and any Additional Bonds issued as Term Bonds under the Indenture in the amounts indicated in the Tax Distribution Agreement, and any remaining Revenues will first be reserved in an amount equal to the principal and interest due on the Bonds on the next succeeding Interest Payment Date and will then be applied to the special mandatory redemption of the Series 2026 Bonds and any Additional Bonds issued as Term Bonds under the Indenture pursuant to the special mandatory redemption provisions described in this Official Statement. A description of various redemption scenarios are set forth in **"PROJECTED AVERAGE LIFE OF THE SERIES 2026 BONDS"** herein. It is not possible to determine the actual amount of Revenues that will be generated within the Project Area and the assumptions regarding the amount of such Revenues available for redemptions of the Series 2026 Bonds prior to maturity are based on the Bond Revenue Study and the Structuring Assumptions. Purchasers of the Series 2026 Bonds should bear in mind that such redemption features could affect the price of the Series 2026 Bonds in the secondary market. See **"BOND REVENUE STUDY"** and **"PROJECTED AVERAGE LIFE OF THE SERIES 2026 BONDS"** herein and **Appendix G – "BOND REVENUE STUDY"** attached hereto.

Investment Rating

The lowering or withdrawal of the investment rating initially assigned to the Bonds could adversely affect the market price of, and the market for, the Bonds.

In Summary

THE FOREGOING STATEMENTS REGARDING BONDOWNERS' RISKS SHOULD NOT BE CONSIDERED AS A COMPLETE DESCRIPTION OF ALL RISKS TO BE CONSIDERED IN A DECISION TO PURCHASE THE SERIES 2026 BONDS. Prospective purchasers of the Series 2026 Bonds should analyze carefully the information contained in this Official Statement (including the

Appendices hereto) and additional information in the form of the complete documents summarized herein, copies of which are available and may be obtained from the Underwriter.

BOND REVENUE STUDY

The Bond Revenue Study is intended for the information of the City for general planning purposes and for disclosure within this Official Statement. PGAV has consented to inclusion of the Bond Revenue Study in this Official Statement and has reviewed and consented to the provisions of this caption. All references herein to the Bond Revenue Study are qualified in their entirety by reference to the definitive form of such report in **Appendix G**. Prospective bondowners should read the Bond Revenue Study carefully and in its entirety and form their own opinions about the validity and reasonableness of the assumptions and projections included therein. The projected annual Revenues contained in the Bond Revenue Study and included or reflected in this Official Statement are based on various assumptions concerning facts and events over which the City, the Hotel Owner, and the Museum Developer have no control. No representation or warranty is or can be made about the amount or timing of any future income, loss, occupancy, valuation, increased assessment or revenues, or that actual results will be consistent with the Bond Revenue Study or with the forecasts contained therein. The information in the Bond Revenue Study is based on various assumptions, estimates and opinions. There is no assurance that actual events will correspond with the projections or the assumptions, estimates and opinions on which they are based.

The Bond Revenue Study is forward-looking and involves certain assumptions and judgments regarding future events. Although the Bond Revenue Study is based on currently available information, it is also based on assumptions about the future state of the national and regional economy and the local real estate markets as well as assumptions about future actions by various parties, which cannot be assured or guaranteed. The Bond Revenue Study is not a prediction or assurance that a certain level of performance will be achieved or that certain events will occur. The actual results will vary from the Bond Revenue Study, and the variations may be material. See **"FORWARD LOOKING STATEMENTS" "BONDOWNERS' RISKS"** herein and **Appendix G – "BOND REVENUE STUDY"** attached hereto.

TAX LEVY, REPORTING AND COLLECTION

Overview

Debt service on the Series 2026 Bonds will be payable solely from the Trust Estate, which consists primarily of Revenues. Revenues include Incremental City Tax Revenues and Incremental State Tax Revenues derived from retail sales generated within the Project Area and Available Local Tax Funds appropriated by the City. See **"SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2026 BONDS – Special, Limited Obligations"** for a discussion of the components and definitions thereof of Incremental City Tax Revenues and Incremental State Tax Revenues. See also **"TAX DISTRIBUTION AGREEMENT"** herein.

The following discussion includes a description of the statutes relating to the State's collection, administration and enforcement of sales tax and compensating use tax (the **"Tax Acts"**).

Sales and Compensating Use Taxes

The Kansas retail sales tax was first enacted in 1937. The Kansas compensating use tax was enacted in 1937 for consumers and in 1945 for retailers.

Tax Base

Sales Tax. The sales tax is imposed upon the gross receipts from retail sale of tangible personal property and specified services. Gross receipts subject to tax do not include allowable discounts, rescinded sales where

a complete refund is made, and trade-in allowances. Historically, this tax base has changed throughout the years to exempt or include certain property items and services. Currently, Kansas exempts prescription drugs from sales tax and as of January 1, 2025, the State also exempts state sales tax on certain food groceries and food ingredients that are sold for human consumption (but local city and county taxes on the sale of food and food ingredients remain unaffected). More specifically, there are approximately 120 categories of statutory exempt sales.

Use Tax. The compensating use tax is imposed on the purchase price paid for tangible personal property used, stored or consumed within the State. The use tax does not apply to purchases of articles that are not subject to sales tax, to purchases made other than at retail, or to articles already subject to an equal or greater tax. The use tax also does not apply to articles brought into the state by nonresidents for a period not in excess of 60 days, or by a railroad or public utility for consumption or movement in interstate commerce.

Retail Sales. The Kansas sales tax generally applies to three types of transactions: (1) the retail sale, rental or lease of tangible personal property, including the sale or furnishing of utilities; (2) charges for labor services to install, apply, repair, service, alter or maintain tangible personal property; and (3) the sale of admissions to places providing amusement, entertainment or recreation services, including admission to state, county, district, and local fairs (collectively, **"Retail Sales"**).

Exemptions. Each Retail Sale is presumed to be taxable, but there are numerous exemptions. Some exemptions are explicitly provided for, while others are the result of exceptions to a definition of a taxable sale or of tangible personal property. Exemptions are granted on the basis of the nature of the product, the type of transaction, or the nature of the entity buying or selling the product.

The retail operators operating the retail and entertainment projects within the Project Area will, from time to time, engage in transactions that will qualify for exemption. Given the nature of the transactions typically engaged in by establishments such as those operated by the retail operators, among the exemptions that have been claimed and are likely to continue to be claimed include the following:

- Sales for purposes of resale;
- Sales to qualifying exempt organizations and to federal and Kansas state or local government agencies and instrumentalities;
- The lease or rental of films, records, tapes or any type of sound or picture transcriptions used by motion picture exhibitors;
- Sales of lottery tickets and shares made as part of a lottery operated by the State of Kansas;
- Sales of drinks containing alcoholic liquor, and that are subject to the Liquor Drink Tax (meals and drinks sold to the public at restaurants are subject to sales tax, as are sales of beer); and
- Sales of meals served without charge or food used in the preparation of meals to employees of any restaurant where meals or drinks are regularly sold to the public if such employees' duties are related to the furnishing of such meals or drinks.

Tax Rates

State. The State sales and compensating use tax rate currently in effect is 6.50% of the gross receipts from taxable sales. Because the use tax is a compensating tax, its rate has historically matched the sales tax rate. These two State taxes have been in effect since 1937, when each was imposed at a rate of 2.0%. The rate was increased from 2.0% to 2.5% by the 1958 Special Session of the Kansas Legislature. The rate was further increased to 3.0% in 1965 and remained at this rate until the 1986 Kansas Legislature increased the rate to 4.0%. In 1989, the Kansas Legislature raised the rate to 4.25%. In 1992, the Kansas Legislature raised the rate to 4.9%. The 2002 Kansas Legislature increased the rate to 5.3%, effective July 1, 2002. The Kansas Legislature further increased the rate to 6.3% effective July 1, 2010, and such rate was reduced to 6.15% effective July 1, 2013. The Kansas Legislature further increased the rate to 6.50% effective July 1, 2015. The State sales and

compensating use tax is imposed at a uniformed rate State-wide. The Kansas Legislature can decrease or increase the rate at any time.

City Retailers' Tax. Kansas cities are authorized to levy retailers' sales taxes in an amount not to exceed 2.0%, the same being made in 0.05% increments for general purposes, on sales or transfers subject to state sales tax. In addition, cities may impose additional retailers' sales taxes of up to 1.0% for special purposes for a maximum total of up to a 3% city sales tax rate.

The City currently imposes general purpose sales and use taxes in the aggregate amount of 1.5%, two-thirds of which constitutes a portion of the City Sales Tax Revenues. See **"TAX DISTRIBUTION AGREEMENT"** herein. This tax rate can be increased or decreased with voter approval. The general sales tax can be repealed by the City without voter approval.

County Retailers' Tax. Any county may levy a retailers' sales tax of 0.25%, 0.5%, 0.75, or 1.0% for general purposes.

The Ford County sales and compensating use tax rates are currently 1% for general purposes. Under state law a portion of the general county sales tax imposed is distributed to the City (currently 55.64%). The remaining portion of the county sales tax is distributed, as described below under the subheading **"Deposit and Transfer of Tax Revenues - *City Sales Tax,*"** to the County and other municipalities in the county. The state formula that guides the distribution bases the distribution on two factors, property tax levies and population, as described in the paragraph below. The City's share of the countywide taxes is tied to ad valorem tax levies and the population estimates issued by the Census Bureau in the 1st and 3rd quarters of each year, and thus fluctuates over time, when computing the apportionment among the county and each city by population, as required by K.S.A. 12-192. The county tax rate can be increased or decreased with voter approval.

One-half of all county general sales tax revenues are apportioned among the county and each city located in the county in the proportion that the total preceding year property tax levies made in the county represent to the total of all such levies. The remaining one half of all revenues received are apportioned to the cities and county, based on their share of total population within the county. The county population for this share of the allocation includes all population residing in the unincorporated area of the county. The percentages are adjusted on a semi-annual basis to reflect the annual certified preceding year property tax levies and current population estimates, released by the U.S. Census Bureau.

City Transient Guest Tax. The City imposes a transient guest tax in the amount of 8% upon the gross rental receipts derived from or paid by transient guests for lodging or sleeping accommodations, exclusive of charges for incidental services on facilities, in any hotel, motel or tourist court. The City increased the transient guest tax from 6% to 8% in April 2013.

Destination Sourcing Rules Relating to Kansas Sales

Effective January 1, 2005, all retailers were required to be in full compliance with "*destination-based*" sourcing provisions first effective July 1, 2003 relating to sales occurring in the State. Between July 1, 2003 and December 31, 2004, retailers were permitted to apply either the historical "*origin-based*" (location of the retailer) sourcing rules that applied before July 1, 2003 or the new destination-based rules. Generally, retailers now must use "*destination-based*" sourcing rules to correctly identify the local sales tax rate to charge on retail sales transactions. The effect of these rules is that local sales taxes collected by retailers located in the Project Area on sales of goods delivered to purchasers outside of the Project Area are calculated based on the local tax rates in effect at the destination of delivery. Further, the local sales tax collected on sales delivered outside of the boundaries of the City are not paid to the City but to the local taxing jurisdiction where the goods are delivered. As a result, local sales taxes collected on goods delivered outside the boundaries of the City, with the exception for auto sales as described below, are not included in calculating City Sales Tax Revenues available to pay debt

service on the Bonds. The destination sourcing rules do not impact the calculation or payment of State Tax Revenues.

The destination sourcing rules described above do not apply to auto sales to Kansas residents. Accordingly, the sales tax on the sale of an automobile in Kansas to a Kansas resident is collected at the point of sale at the local rate. However, sales tax on auto sales in Kansas to non-Kansas residents (even if no delivery is involved) are collected in the purchaser's state of residence so long as the purchaser complies with the State's requirement to remove the motor vehicle within ten (10) days of the purchase. As such, sales tax on auto sales in the Project Area to Kansas residents will be collected and available to pay debt service on the Bonds, but sales tax on auto sales in the Project Area to non-Kansas residents will generally not be available to pay debt service on the Bonds.

Sales Reporting and Collection

All retailers with annual sales tax liability over $4,000 are required to file tax returns reporting their sales activity for the month on or before the 25th of the following month. Retailers with lower annual sales file at different intervals specified by law.

Deposit and Transfer of Tax Revenues

State Sales Tax. All State sales tax revenue collected or received by the State Department of Revenue is remitted to the State Treasurer, which amounts are deposited in the State Treasury, less an amount not exceeding $100,000 for all STAR bond projects set apart and maintained by the Director of the Department of Revenue in a *"sales tax refund fund."* K.S.A. 79-3620. All such revenue received from taxpayers doing business in a redevelopment district occupied by a redevelopment project determined by the State to be of statewide as well as local importance, or that will create a major tourism area for the State, including the Project Area, is deposited to the *"City Bond Finance Fund."*

All State compensating use tax revenue received by the State Department of Revenue is also remitted to the State Treasurer, less $10,000 set apart in the "*compensating tax refund fund*." All such revenue received from taxpayers doing business in a redevelopment district occupied by a redevelopment project determined by the State to be of statewide as well as local importance, or that will create a major tourism area for the State, including the Project Area, is deposited to the City Bond Finance Fund.

Sales and compensating use tax receipts credited to the City Bond Finance Fund are to be distributed biannually to cities that have issued special obligation bonds to finance, in whole or in part, a STAR Bond project. The biannual distributions are on such dates as are mutually agreed by the State Treasurer and the city. The Tax Distribution Agreement sets forth the agreements of the State Treasurer with respect to the distribution of moneys in the City Bond Finance Fund to pay the STAR Bonds issued by the City for the Project Area. See the discussion herein under the caption **"TAX DISTRIBUTION AGREEMENT."**

County and City Sales Tax. Any county or city imposing a retailers' sales tax is prohibited from administering or collecting the tax locally, and is required to utilize the services of the State Department of Revenue to administer, enforce and collect the tax. The Department of Revenue collects the local tax in the same manner provided for the collection of the State retailers' sales tax. All moneys collected by the Department of Revenue are credited to the "*county and city retailers' sales tax fund*" established in the State Treasury. Except for local retailers' sales tax revenue required to be deposited in the redevelopment bond fund, all local retailers' sales tax revenues collected within any county or city are apportioned and remitted at least quarterly by the State Treasurer to the Treasurer of a county or city. Funds certified by the Director of the Department of Revenue to have been derived from taxpayers located in the redevelopment district, and then credited by the State Treasurer to the redevelopment fund in the State Treasury pursuant to K.S.A. 74-8927(a), do not require an appropriation from the legislature for their distribution. Instead, pursuant to K.S.A. 74-8927(b) the State Treasurer shall make distributions on dates mutually agreed between the treasurer and the authority for the redevelopment. See the

discussion under the caption **"TAX DISTRIBUTION AGREEMENT."** Any revenues not needed or committed to the payment of bonds or other project costs authorized by the redevelopment plan implementation agreement shall upon approval of the authority be remitted to the State Treasurer proportionately to the appropriate taxing authorities. All revenue received from a countywide retailers' sales tax is apportioned between the applicable cities and county as follows: (1) one-half of all revenue is apportioned in the proportion that the tangible property tax levies in a county for the preceding year for all funds of each governmental unit bear to the total of all such levies made in the preceding year, and (2) one-half is apportioned first to the county in that portion of revenue equal to the proportion of that county's population residing in the unincorporated area bears to the total population of the county, and second to the cities in proportion to the population that each city bears to the total population of the county.

City Transient Guest Tax. The State Department of Revenue is authorized to administer and collect any transient guest tax. All transient guest taxes collected by the State are deposited in the State Treasury, but 2% of all taxes so collected are credited to the state general fund to defray expenses of administration and enforcement of the tax collection. The remainder of such taxes are credited to the county and city transient guest tax fund. All moneys in the county and city transient guest fund are remitted, at least quarterly, by the State Treasurer to the treasurers of those cities and counties imposing the tax. The Tax Distribution Agreement sets forth the agreements of the State Treasurer with respect to the distribution of City Transient Guest Tax Revenues to pay the STAR Bonds issued by the City for the Project Area. See the discussion under the caption **"TAX DISTRIBUTION AGREEMENT."**

Confidentiality of Tax Information

Under Kansas law, all information received by the State from returns filed under the Tax Acts is confidential. It is unlawful to make a disclosure of taxpayer information except pursuant to a proper court order or a governmental exchange of information, and any person receiving tax information from the State is subject to the same confidentiality restrictions as apply to the State.

Notwithstanding these restrictions, the State is authorized to provide monthly reports upon the request of a city or county clerk or treasurer of any city or county levying a local retailer's sales tax. The report may identify each retailer having a place of business in the taxing city or county, and the amount of tax remitted by each retailer during the prior month, as well as identifying each business location maintained by a retailer within such city or county. The information so received by a city or county remains confidential, and an unauthorized disclosure may be prosecuted as a class A, nonperson misdemeanor and shall lead to dismissal from office of the disclosing officer or employee. However, the Kansas Attorney General has opined that information from such reports that is further manipulated by the city or county may no longer be considered the information that was contained in the confidential reports and may not be subject to limitations on disclosure.

Moreover, in connection with a redevelopment project area relying on pledged sales and use tax revenues, upon request of the issuer of the related bonds, the State is required to provide copies of all retailers' sales and use and tax returns to the bond trustee or paying agent of the City within "a reasonable time" of it being requested from the Director of the Department of Revenue. The bond trustee or paying agent is required to maintain the returns and return information confidential.

Enforcement, Penalties and Interest

Penalty and interest amounts paid pursuant to the Tax Acts are currently not included in tax revenues. Taxes remaining unreported or unpaid after the due date accrue a penalty equal to 1% of the unpaid balance for each month or fraction of a month that the failure to file a return or pay the tax continues, not to exceed 24% in the aggregate. If a filed return is subject to a field audit, any unpaid tax amount assessed will accrue a penalty of 1% per month, but not to exceed 10% of the unpaid tax. However, if it is determined that the taxpayer made no reasonable attempt to comply with the tax law, the penalty will be 25% for taxes due. If there is a fraudulent

intent to evade any tax, the penalty added will be 50% of the taxes due, imposed in addition to any other applicable penalty. A fine of up to $10,000 may also be imposed in addition to all other penalties.

Interest accrues on unpaid sales and use taxes, at a rate of 1% plus the federal tax underpayment rate in effect on July 1 of the preceding year (as determined under Internal Revenue Code section 6621). When computed monthly, the interest rate is 1/12 of the annual rate.

TAX DISTRIBUTION AGREEMENT

The discussion under this caption contains a summary of certain provisions of the Tax Distribution Agreement, but such summary does not purport to be comprehensive or definitive. All references herein to the Tax Distribution Agreement are qualified in their entirety by reference to the definitive form of such document, which is attached hereto as ***Appendix B****.*

Overview

The City has entered into the Tax Distribution Agreement pursuant to the provisions of the STAR Bond Act. The Tax Distribution Agreement provides for the deposit of all Incremental Tax Revenues generated within the Project Area in the Escrow Fund and the transfer of such Incremental Tax Revenues to the Trustee for further deposit in the funds and accounts established under the Indenture. The Incremental Tax Revenues will be transferred to the Escrow Agent for distribution as provided in the Tax Distribution Agreement. See **"SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2026 BONDS"** herein and **"Appendix B – TAX DISTRIBUTION AGREEMENT"** attached hereto.

Escrow Fund

Pursuant to the Tax Distribution Agreement, the Escrow Agent will establish a special and irrevocable separate trust fund to be held in the custody of the Escrow Agent and designated as the "Incremental Tax Revenues Escrow Fund – Heritage Project Area" (the **"Escrow Fund"**). All Incremental Tax Revenues received by the Escrow Agent are deposited into the Escrow Fund. Moneys in the Escrow Fund shall be held in trust by the Escrow Agent and applied solely in accordance with the provisions of the Tax Distribution Agreement.

Collection and Transfer of Incremental City Tax Revenues

The Department is responsible for administering, enforcing and collecting all City Sales Tax Revenues and City Transient Guest Tax Revenues from taxpayers doing business within the Project Area, and for determining the amount of Incremental City Tax Revenues pursuant to the terms of the Tax Distribution Agreement. The Department advises the State Treasurer and the Escrow Agent monthly of the amount of City Sales Tax Revenues and City Transient Guest Tax Revenues collected by the Department in the preceding calendar month and the total amount of Incremental City Tax Revenues with respect to the preceding calendar month.

Pursuant to the Tax Distribution Agreement, the State Treasurer remits all Incremental City Tax Revenues monthly by not later than the last Business Day of the calendar month immediately succeeding the calendar month in which such amounts were collected directly to the Escrow Agent for deposit in the Escrow Fund.

Collection and Transfer of Incremental State Tax Revenues

The Department is responsible for the administration, enforcement and collection of all State Tax Revenues from taxpayers doing business within the Project Area and for crediting Incremental State Tax Revenues to the City Bond Finance Fund. The Department advises the State Treasurer and the Escrow Agent monthly of the total amount of State Tax Revenues collected by the Department during the preceding calendar

month, the total amount of Incremental State Tax Revenues deposited into the City Bond Finance Fund during the preceding calendar month and the balance in the City Bond Finance Fund at the close of business on the last day of the preceding calendar month.

The State Treasurer is required to make biannual distributions of Incremental State Tax Revenues from the City Bond Finance Fund established in the State Treasury pursuant to the STAR Bond Act in order to pay or reimburse debt service on the Bonds in accordance with the Tax Distribution Agreement. Pursuant to the Tax Distribution Agreement, the Incremental State Tax Revenues credited to the City Bond Finance Fund shall be transferred by the State Treasurer to the Escrow Agent semiannually not less than two (2) Business Days prior to each Interest Payment Date for deposit in the Escrow Fund. Specifically, moneys in the City Bond Finance Fund may be used only to pay or reimburse principal of and interest on any series of Bonds or replenish any debt service reserve fund that was initially funded with Bond proceeds and was subsequently depleted in order to pay principal of and interest on any series of Bonds. Moneys in the City Bond Finance Fund will not be used to pay the fees and expenses of the Trustee, Escrow Agent, Dissemination Agent or Rebate Analyst. Interest earnings on amounts on deposit in the City Bond Finance Fund shall be transferred to the State general fund.

Application of Revenues in Escrow Fund

Pursuant to the Tax Distribution Agreement, the Escrow Agent is directed to allocate and distribute Incremental Tax Revenues in the Escrow Fund not less than one (1) Business Day prior to each Interest Payment Date, in the following order of priority:

(a) ***Debt Service.*** The Escrow Agent shall transfer to the Trustee, for deposit in the applicable Debt Service Accounts established with respect to the Bonds under the Indenture, an amount equal to the sum of (i) the amount of any due and unpaid principal of, Accreted Value and interest on the Bonds (the **"Past Due Debt Service"**), plus (ii) the amount of principal of, Accreted Value and interest becoming due on the upcoming Interest Payment Date on the Bonds, less any amounts then on deposit in such Debt Service Accounts and any applicable Capitalized Interest Accounts, in accordance with the provisions of the Indenture (the **"Current Debt Service"**). Such amount shall be applied by the Trustee *first*, to the payment of Past Due Debt Service, and *second*, to the payment of Current Debt Service.

(b) ***Replenishing of Debt Service Reserve Accounts.*** If and to the extent there are moneys remaining in the Escrow Fund after the transfers required under subsection (a) above have been made, the Escrow Agent shall transfer to the Trustee, for deposit in the applicable Debt Service Reserve Accounts established with respect to the Bonds under the Indenture, an amount equal to the amount, if any, necessary to be deposited in such Debt Service Reserve Accounts in order to cause the aggregate amount on deposit in such Debt Service Reserve Accounts as of the close of business on the upcoming Interest Payment Date to be equal to the aggregate Debt Service Reserve Requirement with respect to the Bonds (or, if applicable, to reimburse the provider of a surety bond or other credit facility satisfying the Debt Service Reserve Requirement with respect to Bonds for a prior payment of debt service on such Bonds).

(c) ***Reserve for Next Scheduled Debt Service Payment.*** If and to the extent there are moneys remaining in the Escrow Fund after the transfers required under subsections (a) and (b) above have been made, the Escrow Agent shall determine the aggregate scheduled principal and Accreted Value payments (whether at maturity or upon mandatory sinking fund redemption) and interest payments required to be made with respect to the Bonds pursuant to the terms of the Indenture on the next succeeding Interest Payment Date (*i.e.*, the Interest Payment Date immediately succeeding the upcoming Interest Payment Date), less any amounts then on deposit in the applicable Debt Service Accounts and Capitalized Interest Accounts established with respect to the Bonds under the Indenture (the **"Next Scheduled Debt Service Payment"**) and shall reserve in the Escrow Fund (or, with respect to the State Percentage of the hereinafter defined Reserved Revenues, in the City Bond Finance Fund,

as provided in the last sentence of this paragraph) an aggregate amount (the **"Reserved Revenues"**) equal to the Next Scheduled Debt Service Payment. An amount equal to the State Percentage of the Reserved Revenues shall be retained in the City Bond Finance Fund until the next succeeding Interest Payment Date (*i.e.,* the Interest Payment Date immediately succeeding the upcoming Interest Payment Date) and an amount equal to the City Percentage of the Reserved Revenues shall be retained in the Escrow Fund until the next succeeding Interest Payment Date, at which time the Reserved Revenues shall be applied along with other amounts on deposit in the Escrow Fund as provided above.

Notwithstanding anything to the contrary in this subsection (c), if the Bonds of a particular series would be paid in full on the upcoming Interest Payment Date if the portion of the Reserved Revenues allocable to such series of Bonds were available to be applied to the redemption of such Bonds pursuant to the provisions above on the upcoming Interest Payment Date, then the Escrow Agent shall transfer to the Trustee the portion of the Reserved Revenues allocable to such series of Bonds that is needed to pay such series of Bonds in full, which amount shall be applied to the redemption of such Bonds in accordance with the applicable subsection above.

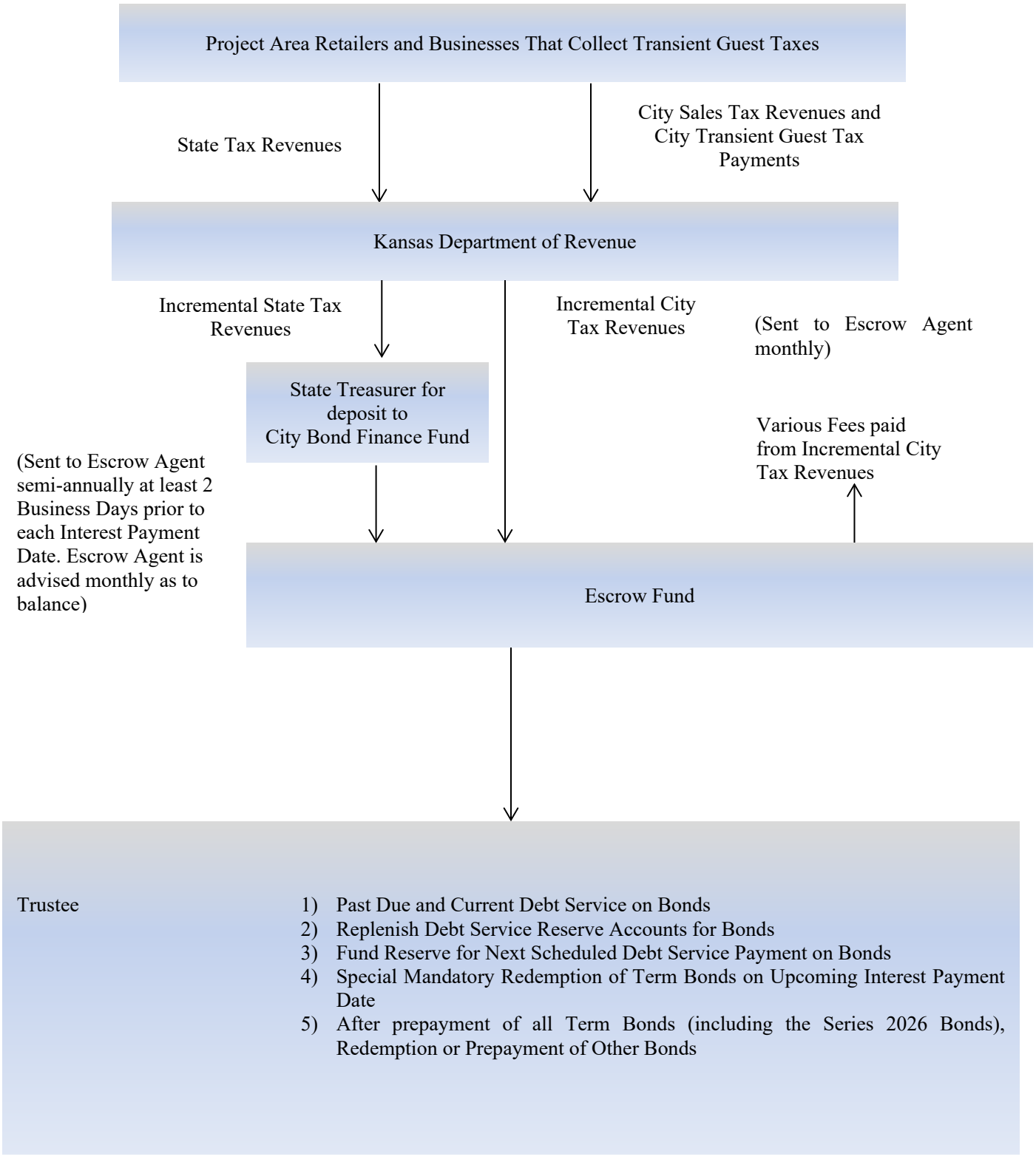
(d) ***Special Mandatory Redemption of Bonds on the Upcoming Interest Payment Date.*** If and to the extent there are moneys remaining in the Escrow Fund after the transfers required in subsections (a) and (b) above have been made, and the amounts to be retained in the Escrow Fund under subsection (c) above has been reserved, the Escrow Agent shall transfer to the Trustee, for deposit in the applicable Special Mandatory Redemption Subaccounts of the Debt Service Accounts established with respect to any Bonds under the Indenture, an amount sufficient to redeem all or a portion of such outstanding Bonds pursuant to the terms of the Indenture on the upcoming Interest Payment Date. The Trustee shall use the moneys so deposited in such Special Mandatory Redemption Subaccounts to redeem all or a portion of such outstanding Bonds on such date. If there is more than one series of such outstanding Bonds and the moneys to be transferred pursuant to this subsection (d) are insufficient to redeem all such outstanding Bonds, such moneys shall be allocated among such outstanding Bonds in inverse order of maturity, and in inverse order within each maturity.

(e) ***Redemption or Prepayment of Other Bonds.*** If and to the extent there are moneys remaining in the Escrow Fund after the transfers required under subsections (a), (b) and (d) above have been made and the amount to be retained in the Escrow Fund under subsection (c) above has been reserved, then the Escrow Agent shall apply an amount sufficient to redeem, purchase, defease or prepay any outstanding Bonds pursuant to the terms of the Indenture, to the redemption, purchase, defeasance or prepayment of such Bonds in such manner, proportions and priority and on such dates as shall be determined as set forth in the Tax Distribution Agreement or an amendment to the Tax Distribution Agreement.

On the 15th day of the month preceding each Interest Payment Date, the Escrow Agent shall pay, from Incremental City Tax Revenues and any investment earnings thereon on deposit in the Escrow Fund: certain fees, expenses and other amounts payable to each Credit Enhancer, the Trustee, the Dissemination Agents, the Escrow Agent and the Rebate Analysts, subject to the maximum amount of such fees provided in the Tax Distribution Agreement.

[Remainder of page intentionally left blank]

Flow of Funds Under the Tax Distribution Agreement



Note: This chart does not take into account the Available Local Tax Funds, if appropriated, which are to be deposited by the City directly with the Trustee in the event of a shortfall in Incremental Tax Revenues (see **"INTRODUCTION – Security and Sources of Payment for the Series 2026 Bonds"** herein).

Reporting of City Tax Revenues and State Tax Revenues

City Tax Revenues. Each retailer that does business within the Project Area is required to submit to the Department, at the times specified in the applicable statutes, (i) City Sales Tax Revenues collected by such taxpayer and (ii) returns detailing the collection of such City Sales Tax Revenues. Pursuant to State statutes, each business that levies and collects transient guest taxes pursuant to the City Transient Guest Tax Statute within the Project Area is required to submit to the Department, at the times specified in such statute, (i) City Transient Guest Tax Payments collected by such taxpayer and (ii) returns detailing the collection of such City Transient Guest Tax Payments. See **"TAX LEVY, REPORTING AND COLLECTION"** herein. The Hotel Owner and Museum Developer have agreed in their respective Development Agreement, that so long as any Bonds are outstanding, each time such entity (or any party holding or operating by, through or under it, or otherwise operating on or from the Site as defined in the Development Agreements), submits a return relating to City Sales Tax Revenues or City Transient Guest Tax Payments to the Department, such entity shall, simultaneously therewith, or within 10 days thereafter, submit a copy of such return to the Escrow Agent or City. The Escrow Agent also may request that the City request the Department to provide, and the Department shall provide if requested, information with respect to City Tax Revenues collected by any retailer that does business within the Project Area pursuant to the provisions of K.S.A. 12-17,174.

State Tax Revenues. Each retailer that does business within the Project Area is required to submit to the Department, at the times specified in such statutes, (i) State Tax Revenues collected by such taxpayer and (ii) returns detailing the collection of such State Tax Revenues. See **"TAX LEVY, REPORTING AND COLLECTION"** herein. The Hotel Owner and Museum Developers have agreed in their respective Development Agreements, as assigned, that so long as any Bonds are outstanding, each time such entity (or any party holding or operating by, through or under it, or otherwise operating on or from the Site as defined in the Development Agreements), submits a return relating to State Tax Revenues to the Department, such entity shall, simultaneously therewith, or within 10 days thereafter, submit a copy of such return to the Escrow Agent or City. The Escrow Agent also may request that the City request the Department to provide, and the Department shall provide if requested, information with respect to State Tax Revenues collected by any retailer that does business within the Project Area pursuant to the provisions of K.S.A. 12-17,174.

Pursuant to the Tax Distribution Agreement, the State Treasurer will request that the Department determine and advise the State Treasurer and the Escrow Agent not later than the last Business Day of each calendar month of the total amount of State Tax Revenues collected by the Department during the preceding calendar month, the total amount of Incremental State Tax Revenues deposited into the City Bond Finance Fund during the preceding calendar month and the balance in the City Bond Finance Fund at the close of business on the last day of the preceding calendar month.

Notices Regarding Tax Rates. Pursuant to the Tax Distribution Agreement, the State Treasurer shall request that the Department promptly advise the State Treasurer, the Escrow Agent and the City of any adjustments in State or local retail sales or use tax rates applicable with respect to retail sales within the Project Area and any adjustments to the City's share of the countywide retail sales and use tax.

Confidentiality of Tax Information

State statutes make it unlawful to disclose tax reports filed with the State. See **"TAX LEVY, REPORTING AND COLLECTION - Confidentiality of Tax Information"** herein. Pursuant to the Tax Distribution Agreement, the Escrow Agent agrees that it shall not use or communicate, publish or disclose to any third party any sales or use tax information of any individual taxpayer or group of less than five taxpayers

obtained by the Escrow Agent pursuant to the Tax Distribution Agreement**,** for any purpose other than carrying out the Escrow Agent's obligations under the Tax Distribution Agreement, without the prior written consent of the individual taxpayer that submitted such tax information to the Department; provided, however, that such restriction on use and disclosure shall not apply to information that, in the opinion of counsel to the Escrow Agent, is required to be disclosed by applicable law, court order or other governmental authority.

Reports to the City

Not later than 20 days after each June 1 and December 1, the Escrow Agent shall provide to the City by first-class or electronic mail a report containing the information required in Section 2 of the City Continuing Disclosure Undertaking. See **"Appendix C – FORMS OF CONTINUING DISCLOSURE UNDERTAKINGS – City Continuing Disclosure Undertaking."**

Upon receipt of such report, (a) the City shall compare the amount of Incremental State Tax Revenues and Incremental City Tax Revenues received by the Escrow Agent as set forth in such report with the copies of tax returns detailing the collection of State Tax Revenues and City Tax Revenues received by the City from businesses operating within the Project Area during the same period, and (b) if any discrepancies exist, the City shall contact the Escrow Agent or the Department, as appropriate, to reconcile such discrepancies and ensure that all Incremental State Tax Revenues and Incremental City Tax Revenues received by the Department were properly applied and credited.

Amendments

The Tax Distribution Agreement may be amended or otherwise modified by a written instrument executed by all parties thereto; provided, however, that in the event that any modification or amendment to the Tax Distribution Agreement would have a material adverse effect on the interests of the owners of the Bonds, then, the Tax Distribution Agreement may only be amended with the prior written consent of the owners of 50% of the outstanding Bonds affected by such amendment. Notwithstanding the foregoing, the Tax Distribution Agreement may not be amended without the consent of the owner of each outstanding Bond affected by certain types of amendments identified in the Tax Distribution Agreement. See **"Appendix B – TAX DISTRIBUTION AGREEMENT."**

HISTORIC COLLECTION OF REVENUES

The following table sets forth the historic collection of Revenues in the Heritage Area for the prior ten calendar years. The information is included in this Official Statement for illustrative purposes. **None of the City, the Hotel Owner, the Museum Developer or the Underwriter makes any representation regarding future collection of Revenues.**

[Remainder of page intentionally left blank]

Calendar Year	Incremental City Tax Revenues	Incremental State Tax Revenues	Available Local Tax Funds	Total Revenues
2016	$138,644.40	$ 989,677.55	$ 8,491,613.00	$ 9,619,934.95
2017	104,659.71	858,180.94	8,577,250.00	9,540,090.65
2018	182,460.50	944,454.99	8,212,777.00	9,339,692.49
2019	273,381.53	905,418.58	8,631,473.00	9,810,273.11
2020	217,415.34	884,161.84	8,573,641.00	9,675,218.18
2021	332,269.20	1,133,597.92	9,384,569.00	10,850,436.12
2022	361,907.40	1,238,910.46	9,899,540.00	11,500,357.86
2023	440,059.59	1,347,898.35	12,397,838.00	14,185,795.94
2024	503,347.00	1,652,532.87	13,184,522.00	15,340,401.87
2025	548,899.38	1,707,718.78	12,540,200.00	14,796,818.16
Total	$3,103,044.05	$11,662,552.28	$99,893,423.00	$114,659,019.33

Source: The City's Semi-Annual Reports filed on EMMA (as defined herein).

PROJECTED REDEMPTIONS AND TERM BOND AVERAGE LIFE OF THE SERIES 2026 BONDS

Introduction

The following discussion describes the assumptions (the **"Structuring Assumptions"**) used to calculate the projected redemptions of Series 2026 Bonds pursuant to the special mandatory redemption provisions described under the caption **"THE SERIES 2026 BONDS – Redemption Provisions – *Special Mandatory Redemption of Series 2026 Bonds*,"** under the various scenarios described below. Potential investors are cautioned that the information in this section of the Official Statement represents "forward-looking statements" as described in **"BONDOWNERS' RISKS - Forward-Looking Statements."**

Structuring Assumptions

General. The Structuring Assumptions described under this heading were prepared by the Underwriter based on the projections in the Bond Revenue Study. Some assumptions inevitably will not materialize and unanticipated events and circumstances may occur. Therefore, actual results achieved will vary from the results based on the Structuring Assumptions, and the variations may be material. If actual results are materially different from those assumed, it will have a material effect on the projections set forth under this caption.

Bond Revenue Study Revenues. The Incremental Tax Revenues described in the Bond Revenue Study, attached hereto as **Appendix G**, were based on the projections for sales tax and transient guest tax revenues from the retailers that are subject to sales taxes and businesses that are subject to the transient guest tax expected to be operating in the Project Area as set forth in the Bond Revenue Study. The City and Underwriter make no representation or warranty (express or implied) as to the accuracy or completeness of an financial, technical, or statistical data or any estimates, projections, assumptions or expressions of opinion set forth in the Bond Revenue Study. See **"TAX LEVY, REPORTING AND COLLECTION – Tax Rates," "BOND REVENUE STUDY"** and **Appendix G - "BOND REVENUE STUDY"** herein.

Case I. Assumes that Incremental Tax Revenues will be received in accordance with the annual "Total Estimated Incremental Tax Revenue" amounts set forth in Table 15 of the Bond Revenue Study attached hereto as **Appendix G**.

Case II. Assumes that Incremental Tax Revenues will be received in accordance with receipt of 100%* of the projected revenue with respect to the existing development in the Project Area and 71.4%* of projected revenues for the planned development in the Project Area, each as set forth in the Bond Revenue Study attached hereto as **Appendix G**. This case is the basis for the scheduled mandatory serial and term bond maturities.

Available Local Tax Funds. Pursuant to the Indenture, the City covenants and agrees to budget and request appropriation of the Available Local Tax Funds such that the Available Local Tax Funds are available for deposit in the Debt Service Fund in the event that the Incremental Tax Revenues are insufficient to pay scheduled debt service on the Series 2026 Bonds, it being the intention of the City that the decision to appropriate or not to appropriate under the Indenture for any year shall be made solely by the Governing Body and not by any other official of the City. Such Available Local Tax Funds shall be applied to pay scheduled debt service on the Series 2026 Bonds prior to using any funds available in the Debt Service Reserve Fund. See "**SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2026 BONDS – Appropriation Covenant**" herein. The cases above do not assume any use of the Available Local Tax Funds.

Assumed Investment Earnings. The amounts on deposit in the Project Fund and the Debt Service Reserve Fund are assumed to earn interest at the rate of 0%.

Lag. Certain lags between revenues generated and actually collected by the Trustee and available for debt service have been assumed. Additionally, these cases assume funds currently on hand in the City Bond Finance Fund and Escrow Fund will be available for debt service payments on the first interest payment date.

Assumed Annual Fees. Annual fees of the Trustee, Dissemination Agent, Escrow Agent, and Rebate Analysts have been assumed at $18,500 per year. This includes fees of the Trustee and Escrow Agent at the capped amount of $8.500 per year. These amounts are payable from Incremental City Tax Revenues pursuant to the Tax Distribution Agreement and applied pursuant to the Flow of Funds under the Tax Distribution Agreement.

Issue Date. The Series 2026 Bonds are assumed to be issued on the Date of Delivery.

Assumed Interest. The Series 2026 Bonds are assumed to bear interest at the rates shown on the inside cover.

Mandatory and Projected Special Mandatory Redemptions and Term Bond Average Life

The following tables were prepared by the Underwriter based on the Structuring Assumptions as described above. The tables show scheduled mandatory serial and term bond maturities of the Series 2026 Bonds as well as projected special mandatory redemptions and projected average life of the Series 2026 term bond as a result of Incremental Tax Revenues (based upon the assumptions above) applied pursuant to the Flow of Funds under the Tax Distribution Agreement.

[Remainder of page intentionally left blank]

* Preliminary; subject to change.

	Case I*			Case II*		
As of	Mandatory Redemption-Serial Bonds	Mandatory Redemption-Term Bond	Special Mandatory Redemption-Term Bond	Mandatory Redemption-Serial Bonds	Mandatory Redemption-Term Bond	Special Mandatory Redemption-Term Bond
1-Jun-27	-	-	-	-	-	-
1-Dec-27	$1,520,000	-	-	$1,520,000	-	-
1-Jun-28	-	-	-	-	-	-
1-Dec-28	1,585,000	-	-	1,585,000	-	-
1-Jun-29	-	-	-	-	-	-
1-Dec-29	1,860,000	-	-	1,860,000	-	-
1-Jun-30	-	-	-	-	-	-
1-Dec-30	2,085,000	-	-	2,085,000	-	-
1-Jun-31	-	-	-	-	-	-
1-Dec-31	2,280,000	-	$ 30,000	2,280,000	-	-
1-Jun-32	-	-	-	-	-	-
1-Dec-32	2,480,000	-	180,000	2,480,000	-	-
1-Jun-33	-	-	-	-	-	-
1-Dec-33	2,690,000	-	200,000	2,690,000	-	-
1-Jun-34	-	-	-	-	-	-
1-Dec-34	2,915,000	-	220,000	2,915,000	-	-
1-Jun-35	-	-	-	-	-	-
1-Dec-35	1,480,000	-	190,000	1,480,000	-	-
1-Jun-36	-	-	10,000	-	-	-
1-Dec-36	-	$70,000	140,000	-	$ 70,000	-
1-Jun-37	-	-	10,000	-	-	-
1-Dec-37	-	70,000	1,990,000**	-	70,000	-
1-Jun-38	-	-	-	-	-	-
1-Dec-38	-	-	-	-	80,000	-
1-Jun-39	-	-	-	-	-	-
1-Dec-39	-	-	-	-	90,000	-
1-Jun-40	-	-	-	-	-	-
1-Dec-40	-	-	-	-	100,000	-
1-Jun-41	-	-	-	-	-	-
1-Dec-41	-	-	-	-	110,000	-
1-Jun-42	-	-	-	-	-	-
1-Dec-42	-	-	-	-	120,000	-
1-Jun-43	-	-	-	-	-	-
1-Dec-43	-	-	-	-	130,000	-
1-Jun-44	-	-	-	-	-	-
1-Dec-44	-	-	-	-	145,000	-
1-Jun-45	-	-	-	-	-	-
1-Dec-45	-	-	-	-	155,000	-
1-Jun-46	-	-	-	-	-	-
1-Dec-46	-	-	-	-	2,040,000**	-
	$18,895,000	$140,000	$2,970,000	$18,895,000	$3,110,000	-
	Term Bond Average Life:		9.979 yrs	Term Bond Average Life:		18.363 yrs

* Preliminary; subject to change.
** Assumes use of the Debt Service Reserve Fund of the Series 2026 Bonds in the final payment.

CONTINUING DISCLOSURE

To assist the Underwriter with its obligations under Rule 15c2-12 (the **"Rule"**) of the Securities and Exchange Commission and for the benefit of the beneficial owners of the Series 2026 Bonds, the City has covenanted to provide certain financial information relating to collection of the Incremental Tax Revenues in the Project Area on an annual and semiannual basis, and to provide notice of the occurrence of certain enumerated events, all as provided in the City Continuing Disclosure Undertaking, dated as of November 1, 2026 delivered by the City. The Hotel Owner has agreed to provide the City and Security Bank of Kansas City (the "**Dissemination Agent**") with certain operating information with respect to the Hotel Project as provided in the Hotel Continuing Disclosure Agreement, dated as of November 1, 2026 between the Hotel Owner and the Dissemination Agent. Pursuant to the City Continuing Disclosure Undertaking, the City has agreed to disseminate the financial information described above and notice of material events to the Municipal Securities Rulemaking Board (**"MSRB"**). The Dissemination Agent has agreed to provide the information provided by the Hotel Owner pursuant to the Hotel Continuing Disclosure Agreement to the MSRB. The forms of the continuing disclosure undertakings are attached hereto as "**Appendix C – FORMS OF CONTINUING DISCLOSURE UNDERTAKINGS**." A default under a continuing disclosure undertaking or agreement shall not be deemed an Event of Default under the Indenture, and the sole remedy under a continuing disclosure undertaking or agreement in the event of any failure of the City, Hotel Owner or the Dissemination Agent to comply with a continuing disclosure undertaking or agreement shall be an action to compel performance.

The continuing disclosure undertaking requires the City to provide annually and semi-annually certain financial information and operating data to the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access (**"EMMA"**) website. EMMA is an internet-based, online portal for free investor access to municipal bond information, including offering documents, event notices, real-time municipal securities trade prices and education resources, available at www.emma.msrb.org. Nothing contained on EMMA relating to the City or the Series 2026 Bonds is incorporated by reference in this Official Statement.

The City has previously entered into disclosure undertakings pursuant to the Rule (the "**Prior Undertakings**"). The financial information included in the Annual Reports is on a regulatory basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States, and differs from the basis of accounting required by certain Prior Undertakings. In 2015, the City hired a third-party firm to assist the City in meeting its continuing disclosure obligations. The City's filings with respect to fiscal years 2021 through 2025 are set forth on the table below.

Fiscal Year Ending December 31	Filing Time Period (Days)	Due Date	Financial Information Filing Date	Operating Data Filing Date
2021	240	08/28/2022	07/28/2022	07/28/2022
2022	240	08/28/2023	07/24/2023	07/24/2023
2023	240	08/28/2024	07/22/2024	07/22/2024
2024	240	08/28/2025	07/24/2025	07/24/2025
2025	240	08/28/2026	07/28/2026	07/28/2026

During the past five years, the City has made filings of event notices on EMMA with respect to bond calls, defeasances, and rating changes, however, during said time period, the City may not have made timely filings of event notices on EMMA relating to all bond calls, defeasances or rating changes. The City believes this information was disseminated or available through other sources.

NO LITIGATION

The City

At the time of delivery of and payment for the Series 2026 Bonds, the City will certify that there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, pending with respect to which the City has been served with process or is otherwise aware, or, to the knowledge of the officer of the City executing such certificate, threatened against the City affecting the existence of the City or the titles of its officers to their respective offices or seeking to restrain or to enjoin the sale or delivery of the Series 2026 Bonds, the application of the proceeds thereof in accordance with the Bond Ordinance and/or the Indenture, or the collection or application of the taxes provided for the payment of the Series 2026 Bonds, or in any way contesting or affecting the validity or enforceability of the Series 2026 Bonds, the Bond Ordinance, the Indenture, the agreements entered into by the City, or any action of the City contemplated by any of said documents, or the collection or application of any tax receipts provided for the payment of the Series 2026 Bonds, or in any way contesting the completeness or accuracy of the Bond Ordinance, the Indenture or any amendments or supplements hereto, or contesting the powers of the City contemplated by any of said documents.

The Hotel Owner and Museum Developer

At the time of delivery of and payment for the Series 2026 Bonds, the Hotel Owner and Museum Developer will each certify that there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or threatened by or against the applicable party: (i) in any way questioning the due formation and valid existence of the applicable party or (ii) in any way questioning or affecting the validity of any agreements entered into by the applicable party or the consummation of the transactions contemplated thereby.

CERTAIN LEGAL MATTERS

Certain legal matters incident to the authorization and issuance of the Series 2026 Bonds by the City are subject to the approval of Gilmore & Bell, P.C., Wichita, Kansas, Bond Counsel to the City, whose approving opinion will be delivered with the Series 2026 Bonds. The opinion of Bond Counsel is expected to be delivered in substantially the form included as **Appendix D** to this Official Statement. Certain legal matters will be passed upon for the City by Stinson LLP, Kansas City, Missouri, for the Hotel Owner by Seigfreid Bingham PC, Kansas City, Missouri, for the Museum Developer by Kerbs Law Office, LLC, Dodge City, Kansas, and for the Underwriter by Lewis Rice LLC, St. Louis, Missouri.

The various legal opinions to be delivered concurrently with the delivery of the Series 2026 Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by the valid exercise of the constitutional powers of the State of Kansas and the United States of America and bankruptcy, reorganization, insolvency, or other similar laws affecting the rights of creditors generally, and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law). The various legal opinions to be delivered concurrently with the delivery of the Series 2026 Bonds express the professional judgment of the attorneys rendering the opinions on the legal issues explicitly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the future performance of parties to such transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

TAX MATTERS

The following is a summary of the material federal and State of Kansas income tax consequences of holding and disposing of the Series 2026 Bonds. This summary is based upon laws, regulations, rulings and judicial decisions now in effect, all of which are subject to change (possibly on a retroactive basis). This summary does not discuss all aspects of federal income taxation that may be relevant to investors in light of their personal investment circumstances or describe the tax consequences to certain types of owners subject to special treatment under the federal income tax laws (for example, dealers in securities or other persons who do not hold the Series 2026 Bonds as a capital asset, tax-exempt organizations, individual retirement accounts and other tax deferred accounts, and foreign taxpayers), and, except for the income tax laws of the State of Kansas, does not discuss the consequences to an owner under any state, local or foreign tax laws. The summary does not deal with the tax treatment of persons who purchase the Series 2026 Bonds in the secondary market. Prospective investors are advised to consult their own tax advisors regarding federal, state, local and other tax considerations of holding and disposing of the Series 2026 Bonds.

Opinion of Bond Counsel

In the opinion of Bond Counsel, under the law existing as of the issue date of the Series 2026 Bonds:

Federal Tax Exemption. The interest on the Series 2026 Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes.

Alternative Minimum Tax. The interest on the Series 2026 Bonds is not an item of tax preference for purposes of computing the federal alternative minimum tax.

Bank Qualification. The Series 2026 Bonds have **not** been designated as "qualified tax-exempt obligations" for purposes of Code § 265(b).

Kansas Tax Exemption. The interest on the Series 2026 Bonds is exempt from income taxation by the State of Kansas.

Bond Counsel's opinions are provided as of the date of the original issue of the Series 2026 Bonds, subject to the condition that the City comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Series 2026 Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The City has covenanted to comply with all such requirements. Failure to comply with certain of such requirements may cause the inclusion of interest on the Series 2026 Bonds in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2026 Bonds. Bond Counsel is expressing no opinion regarding other federal, state or local tax consequences arising with respect to the Series 2026 Bonds.

Other Tax Consequences

Original Issue Discount. For federal income tax purposes, original issue discount is the excess of the stated redemption price at maturity of a Bond over its issue price. The stated redemption price at maturity of a Series 2026 Bond is the sum of all payments on the Series 2026 Bond other than "qualified stated interest" (*i.e.*, interest unconditionally payable at least annually at a single fixed rate). The issue price of a Series 2026 Bond is generally the first price at which a substantial amount of the Series 2026 Bonds of that maturity have been sold to the public. Under Code § 1288, original issue discount on tax-exempt obligations accrues on a compound basis. The amount of original issue discount that accrues to an owner of a Series 2026 Bond during any accrual period generally equals (1) the issue price of that Series 2026 Bond, plus the amount of original issue discount accrued in all prior accrual periods, multiplied by (2) the yield to maturity on that Series 2026 Bond (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period), minus (3) any interest payable on that Bond during that accrual period. The amount of original issue

discount accrued in a particular accrual period will be considered to be received ratably on each day of the accrual period, will be excludable from gross income for federal income tax purposes, and will increase the owner's tax basis in that Series 2026 Bond. Prospective investors should consult their own tax advisors concerning the calculation and accrual of original issue discount, if any.

Original Issue Premium. For federal income tax purposes, premium is the excess of the issue price of a Series 2026 Bond over its stated redemption price at maturity. The stated redemption price at maturity of a Series 2026 Bond is the sum of all payments on the Series 2026 Bond other than "qualified stated interest" (*i.e.*, interest unconditionally payable at least annually at a single fixed rate). The issue price of a Series 2026 Bond is generally the first price at which a substantial amount of the Series 2026 Bonds of that maturity have been sold to the public. Under Code § 171, premium on tax-exempt obligations amortizes over the term of the Series 2026 Bond using constant yield principles, based on the purchaser's yield to maturity. As premium is amortized, the owner's basis in the Series 2026 Bond and the amount of tax-exempt interest received will be reduced by the amount of amortizable premium properly allocable to the owner, which will result in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes on sale or disposition of the Series 2026 Bond prior to its maturity. Even though the owner's basis is reduced, no federal income tax deduction is allowed. Prospective investors should consult their own tax advisors concerning the calculation and accrual of premium, if any.

Sale, Exchange or Retirement of Bonds. Upon the sale, exchange or retirement (including redemption) of a Series 2026 Bond, an owner of the Series 2026 Bond generally will recognize gain or loss in an amount equal to the difference between the amount of cash and the fair market value of any property actually or constructively received on the sale, exchange or retirement of the Series 2026 Bond (other than in respect of accrued and unpaid interest) and such owner's adjusted tax basis in the Series 2026 Bond. To the extent a Series 2026 Bond is held as a capital asset, such gain or loss will be capital gain or loss and will be long-term capital gain or loss if the Series 2026 Bond has been held for more than 12 months at the time of sale, exchange or retirement.

Reporting Requirements. In general, information reporting requirements will apply to certain payments of principal, interest and premium paid on Series 2026 Bonds, and to the proceeds paid on the sale of Series 2026 Bonds, other than certain exempt recipients (such as corporations and foreign entities). A backup withholding tax will apply to such payments if the owner fails to provide a taxpayer identification number or certification of foreign or other exempt status or fails to report in full dividend and interest income. The amount of any backup withholding from a payment to an owner will be allowed as a credit against the owner's federal income tax liability.

Collateral Federal Income Tax Consequences. Prospective purchasers of the Series 2026 Bonds should be aware that ownership of the Series 2026 Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, certain applicable corporations subject to the corporate alternative minimum tax, financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, certain S corporations with "excess net passive income," foreign corporations subject to the branch profits tax, life insurance companies, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the Series 2026 Bonds. Bond Counsel expresses no opinion regarding these tax consequences. Purchasers of Series 2026 Bonds should consult their tax advisors as to the applicability of these tax consequences and other federal income tax consequences of the purchase, ownership and disposition of the Bonds, including the possible application of state, local, foreign and other tax laws.

Bond Counsel notes that interest on the Series 2026 Bonds may be included in adjusted financial statement income of applicable corporations for purposes of determining the applicability and amount of the federal corporate alternative minimum tax.

BOND RATING

S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC, has assigned its municipal bond rating "A" (negative outlook) to the Series 2026 Bonds. Such rating reflects only the views of such organizations and any desired explanation of the significance of such rating should be obtained from the rating agency. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. The rating is not a recommendation to buy, sell or hold the Series 2026 Bonds, and there is no assurance such rating will continue for any given period of time or that such rating will not be revised downward or withdrawn entirely by the rating agency, if in the judgment of the rating agency, circumstances so warrant. The Underwriter has undertaken no responsibility either to bring to the attention of the Owners of the Series 2026 Bonds any proposed revision or withdrawal of the rating of the Series 2026 Bonds or to oppose any such proposed revision or withdrawal. Any such downward revision or withdrawal of such rating may have an adverse effect on the market price of the Series 2026 Bonds.

FINANCIAL STATEMENTS

Audited financial statements of the City for the fiscal year ended December 31, 2025 are included in **Appendix F** attached hereto. The financial statements for the fiscal year ended December 31, 2025 have been audited by Kennedy McKee & Company LLC, independent certified public accountants, to the extent and for the periods indicated in their report, which is also included in **Appendix F**.

MUNICIPAL ADVISOR

The City has retained Piper Sandler & Co., Leawood, Kansas (the "**Municipal Advisor**"), as municipal advisor in connection with certain aspects of the issuance of the Series 2026 Bonds. The Municipal Advisor is a "municipal advisor" as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010. The fees of the Municipal Advisor are contingent upon the issuance of the Series 2026 Bonds.

CERTAIN RELATIONSHIPS

Gilmore & Bell, P.C., Bond Counsel to the City, has represented the Underwriter in matters unrelated to the issuance of Series 2026 Bonds, but is not representing the Underwriter in connection with the issuance of the Series 2026 Bonds.

UNDERWRITING

The Series 2026 Bonds are being purchased by Stifel, Nicolaus & Company, Incorporated (the **"Underwriter"**) pursuant to a Bond Purchase Agreement (the **"Bond Purchase Agreement"**). Pursuant to the Bond Purchase Agreement, the Underwriter has agreed to purchase the Series 2026 Bonds at a purchase price of $_____ (the principal amount of the Series 2026 Bonds, less an Underwriter's discount of $_____ and less original issue discount/plus original issue premium). The initial public offering price of the Series 2026 Bonds may be changed from time to time by the Underwriter. The Bond Purchase Agreement provides that the Underwriter will purchase all the Series 2026 Bonds if any are purchased, and that the obligation to make such purchase is subject to certain terms and conditions set forth in the Bond Purchase Agreement, including, among others, the approval of certain legal matters by counsel.

The Underwriter and its affiliates comprise a full service financial institution engaged in activities which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and non-financial activities and services. The Underwriter and its affiliates may have provided, and may in the future

provide, a variety of these services to the City and to persons and entities with relationships with the City, for which they received or will receive customary fees and expenses.

In the ordinary course of these business activities, the Underwriter and its affiliates may purchase, sell or hold a broad array of investments and actively trade securities, derivatives, loans and other financial instruments for their own account and for the accounts of their customers, and such investment and trading activities may involve or relate to assets, securities and/or instruments of the City (directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with the City.

The Underwriter and its affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire such assets, securities and instruments. Such investment and securities activities may involve securities and instruments of the City.

[Remainder of page intentionally left blank]

AUTHORIZATION

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. The City has authorized the distribution and execution of this Official Statement.

CITY OF DODGE CITY, KANSAS

By: _____
Mayor

[THIS PAGE INTENTIONALLY LEFT BLANK]

APPENDIX A

SUMMARY OF THE INDENTURE

[THIS PAGE INTENTIONALLY LEFT BLANK]

APPENDIX A

SUMMARY OF THE INDENTURE

The following is a summary of certain provisions of the Indenture. This summary of the Indenture does not purport to be complete, and reference is made to the full text of the Indenture for a complete recital of its terms.

Pledge of the Trust Estate

To secure the payment of all of the Bonds issued and Outstanding under the Indenture from time to time and to secure the performance and observance by the City of all the covenants, agreements and conditions contained in the Indenture and in the Bonds, the City transfers in trust, pledges and assigns to the Trustee, and grants a security interest to the Trustee in, the property described in the Trust Estate.

The Trustee shall hold in trust and administer the Trust Estate, upon the terms and conditions set forth in the Indenture for the equal and pro rata benefit and security of each and every owner of Bonds, without preference, priority or distinction as to participation in the lien, benefit and protection of the Indenture of one Bond over or from the others, except as otherwise expressly provided in the Indenture, and for the uses and purposes and upon the terms, agreements and conditions set forth in the Indenture; *provided, however,* that the Trustee shall apply the Revenues to the payment of principal of and interest on the Bonds as set forth in the Tax Distribution Agreement.

Authorization, Amount and Title of Bonds

The City may issue Bonds in one or more series from time to time under the Indenture, but subject to the provisions of the Indenture and any Supplemental Indenture authorizing a series of Bonds. The total principal amount of Bonds, the number of Bonds and series of Bonds that may be issued under the Indenture is not limited, except as provided in the Indenture, and except as may be limited by law. The several series of Bonds may differ as between series in any respect not in conflict with the provisions of the Indenture and as may be prescribed in the Supplemental Indenture authorizing such series. The general title of all series of Bonds authorized to be issued under the Indenture shall be "Sales Tax Special Obligation Revenue Bonds (Heritage Project Area)", with such further appropriate particular designation added to or incorporated in such title for the Bonds of any particular series as the City may determine.

Authorization of Additional Bonds

Additional Bonds may be issued under and equally and ratably secured by the Indenture on a parity (except as otherwise provided in the Indenture) with the Series 2026 Bonds and any other Additional Bonds at any time and from time to time, upon compliance with the conditions set forth in the Indenture, for the purpose of (a) financing a portion of the Costs of the Project to the extent authorized under the Act, (b) funding reserve deposits and capitalized interest with respect to such Bonds, (c) paying Costs of Issuance and/or (d) refunding all or a portion of a series of Bonds then Outstanding or all or a portion of a series of bonds issued under a separate indenture to finance costs and facilities eligible under the Act to be financed within the STAR Bond District, to the extent authorized under the Indenture and the Act. Any such Additional Bonds shall be authorized by a Supplemental Indenture or Supplemental Indentures of the City adopted pursuant to the Indenture and may be issued as serial Bonds or term Bonds or both and may be Capital Appreciation Bonds, Current Interest Bonds or a combination of both.

Before any Additional Bonds are issued under the provisions of the Indenture, the following requirements shall be satisfied:

(a) The City shall adopt an ordinance (1) authorizing the issuance of such Additional Bonds, fixing the principal amount thereof and describing the purpose or purposes for which such Additional Bonds are being issued, (2) authorizing the City to enter into a Supplemental Indenture for the purpose of issuing such Additional Bonds and establishing the terms and provisions of such series of Bonds and the form of the Bonds of such series, and (3) providing for such other matters as are appropriate because of the issuance of the Additional Bonds, which matters, in the judgment of the City, are not prejudicial to the City or the owners of the Bonds previously issued.

(b) With respect to the proposed issuance of a series of Additional Bonds, the City shall deliver to the Trustee: (1) a certificate of a City Representative to the effect that no default in the payment of principal, premium, if any, or interest exists with respect to any Bonds; and (2) a written report of a Consultant specifying the projected Incremental Tax Revenues for each Bond Year to and including the last Bond Year in which any Outstanding Bonds are scheduled to mature.

(c) Refunding Bonds may be issued if, taking into account the issuance of the proposed Refunding Bonds and the application of the proceeds thereof and any other funds available to be applied to such refunding, the total interest paid will not be increased and any principal payments made on the Refunding Bonds cannot occur until all the Series 2026 Bonds have been defeased or have matured.

(d) The Supplemental Indenture shall contain a provision that applies the appropriation covenant contained in the Indenture to such Additional Bonds.

(e) An Event of Nonappropriation shall not have occurred with respect to any series of Bonds then Outstanding.

Additional Bonds issued shall be dated, shall mature on such dates, shall be numbered, shall bear interest at such rates not exceeding the maximum rate then permitted by law payable at such times, and shall be redeemable at such times and prices (subject to the provisions of the Indenture), all as provided by the Supplemental Indenture authorizing the issuance of such Additional Bonds. Except as to any difference in the date, the maturities, the rates of interest or the provisions for redemption, such Additional Bonds shall be on a parity with and shall be entitled to the same benefit and security of the Indenture as the Series 2026 Bonds and any other Additional Bonds; provided, however, that no principal shall be paid on such Additional Bonds from Incremental Tax Revenues until all of the Outstanding Series 2026 Bonds are paid or defeased in full.

Such Additional Bonds shall be executed in the manner set forth in the Indenture and shall be deposited with the Trustee for authentication, but prior to or simultaneously with the authentication and delivery of such Additional Bonds by the Trustee, and as a condition precedent thereto, there shall be filed with the Trustee the following:

(a) A copy, certified by the Clerk of the City, of the ordinance adopted by the City authorizing the issuance of such Additional Bonds and the execution of the Supplemental Indenture and supplements to any other Financing Documents as may be necessary.

(b) An original executed counterpart of the Supplemental Indenture, executed by the City and the Trustee, authorizing the issuance of the Additional Bonds, specifying, among other things, the terms thereof, and providing for the disposition of the proceeds of the Additional Bonds.

(c) A request and authorization to the Trustee, on behalf of the City, executed by a City Representative, to authenticate the Additional Bonds and deliver said Additional Bonds to the original purchaser thereof upon payment to the Trustee, for the account of the City, of the purchase price thereof. The Trustee shall be entitled to rely conclusively upon such request and authorization as to the names of the purchasers and the amounts of such purchase price.

(d) An Opinion of Bond Counsel to the effect that all requirements for the issuance of such Additional Bonds have been met and the issuance of such series of Additional Bonds will not result in the interest on any series of Tax-Exempt Bonds then Outstanding becoming included in gross income for federal income tax purposes.

(e) Written approval of the Additional Bonds by the Secretary, as required by the Act.

(f) Such other certificates, statements, receipts, approvals and documents required by any of the Financing Documents or as the City, the State or the Trustee shall reasonably require for the delivery of the Additional Bonds.

Except as provided in this Section, the City will not otherwise issue any obligations on a parity with the Bonds, but the City may issue other obligations specifically subordinate and junior to the Bonds, including Subordinate Lien Obligations, and payable from the Revenues so long as no payments of principal or interest on such bonds are payable while any Bonds are Outstanding.

Execution and Authentication

The Bonds shall be executed in the name and on behalf of the City by the manual, electronic or facsimile signature of its Mayor and attested by the manual, electronic or facsimile signature of its Clerk, and shall have the official seal of the City affixed thereto or imprinted thereon. If any officer whose manual, electronic or facsimile signature appears on any Bonds shall cease to hold such office before the authentication and delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such person had remained in office until delivery. Any Bond may be signed by such persons as at the actual time of the execution of such Bond shall be the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

No Bond shall be secured by, or be entitled to any lien, right or benefit under, the Indenture or be valid or obligatory for any purpose, unless there appears on such Bond a certificate of authentication substantially in the form set forth in or fixed pursuant to the Indenture or the applicable Supplemental Indenture, executed by the Trustee by manual signature of an authorized officer or signatory of the Trustee, and such certificate upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly authenticated and delivered under the Indenture. At any time and from time to time after the execution and delivery of the Indenture, the City may deliver Bonds executed by the City to the Trustee for authentication and the Trustee shall authenticate and deliver such Bonds as in the Indenture provided and not otherwise.

Registration, Transfer and Exchange

The Trustee shall cause to be kept at its principal corporate trust office a register (referred to herein as the "bond register") in which, subject to such reasonable regulations as it may prescribe, the Trustee shall provide for the registration, transfer and exchange of Bonds as provided in the Indenture. The Trustee is appointed "bond registrar" for the purpose of registering Bonds and transfers of Bonds as provided in the Indenture.

Bonds may be transferred or exchanged only upon the bond register maintained by the Trustee as provided in the Indenture. Upon surrender for transfer or exchange of any Bond at the principal corporate trust office of the Trustee, the City shall execute, and the Trustee shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of the same maturity and series, of any Authorized Denominations and of a like aggregate principal amount (in the case of Current Interest Bonds) or Maturity Amount (in the case of Capital Appreciation Bonds). Any Supplemental Indenture may contain restrictions on the transfer of Bonds of a particular series.

Every Bond presented or surrendered for transfer or exchange shall (if so required by the City or the Trustee, as bond registrar) be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the City and the Trustee, as bond registrar, duly executed by the owner thereof or his attorney or legal representative duly authorized in writing.

All Bonds surrendered upon any exchange or transfer provided for in the Indenture shall be promptly cancelled by the Trustee and thereafter disposed of as required by applicable law.

All Bonds issued upon any transfer or exchange of Bonds shall be the valid obligations of the City, evidencing the same debt, and entitled to the same security and benefits under the Indenture, as the Bonds surrendered upon such transfer or exchange.

No service charge shall be made for any registration, transfer or exchange of Bonds, but the Trustee or Depository may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds, and such charge shall be paid by the owner thereof before any such new Bond shall be delivered. In the event any registered owner fails to provide a correct taxpayer identification number to the Trustee, the Trustee may impose a charge against such registered owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Internal Revenue Code, such amount may be deducted by the Trustee from amounts otherwise payable to such registered owner under the Indenture or the Bonds.

Except as may be otherwise provided in a Supplemental Indenture, the Trustee shall not be required (a) to transfer or exchange any Bond during a period beginning at the opening of business **15** days before the day of the first publication or the mailing (if there is no publication) of a notice of redemption of such Bond and ending at the close of business on the day of such publication or mailing, or (b) to transfer or exchange any Bond so selected for redemption in whole or in part, during a period beginning at the opening of business on any Record Date for such series of Bonds and ending at the close of business on the relevant payment date therefor.

The Person in whose name any Bond shall be registered on the bond register shall be deemed and regarded as the absolute owner thereof for all purposes, except as otherwise provided in the Indenture, and payment of or on account of the principal of, Accreted Value, redemption premium, if any, and interest on any such Bond shall be made only to or upon the order of the registered owner thereof or his legal representative, but such registration may be changed as provided in the Indenture. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

The Trustee will keep on file at its principal corporate trust office a list of the names and addresses of the last known owners of all Bonds and the numbers of such Bonds held by each of such owners. At reasonable times and under reasonable regulations established by the Trustee, the list may be inspected and copied by the City and the owners of at least **10%** of the Bond Obligation or the authorized

representative thereof, provided that the ownership of such owner and the authority of any such designated representative shall be evidenced to the satisfaction of the Trustee.

Notwithstanding any other provision above, any owner of Bonds may pledge, assign and grant a security interest in its right, title and interest in and to such Bonds to a third party as security for an obligation of such owner to such third party.

Mutilated, Destroyed, Lost and Stolen Bonds

If (a) any mutilated Bond is surrendered to the Trustee, or the Trustee receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Trustee such security or indemnity as may be required by it to save the Trustee and the City harmless, then, in the absence of notice to the Trustee that such Bond has been acquired by a bona fide purchaser, the City shall execute and upon its request the Trustee 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 series, maturity and of like tenor and principal amount (in the case of Current Interest Bonds) or Maturity Amount (in the case of Capital Appreciation Bonds), bearing a number not contemporaneously outstanding.

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

Upon the issuance of any new Bond under the Indenture, the City and the Trustee may require the payment by the owner thereof of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses connected therewith.

Every new Bond issued pursuant to the Indenture in lieu of any destroyed, lost or stolen Bond, shall constitute an original additional contractual obligation of the City, whether or not the destroyed, lost or stolen Bond shall be at any time enforceable by anyone, and shall be entitled to all the security and benefits of the Indenture equally and ratably with all other Outstanding Bonds.

The provisions of the Indenture are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Bonds.

Payments Due on Saturdays, Sundays and Holidays

In any case where the date of maturity of principal of, Accreted Value, redemption premium, if any, or interest on the Bonds or the date fixed for redemption of any Bonds shall be a day other than a Business Day, then payment of principal, Accreted Value, redemption premium, if any, or interest need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

Nonpresentment of Bonds

In the event any Bond shall not be presented for payment when the principal or Accreted Value thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Bond shall have been made available to the Trustee, 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 Trustee to hold such funds in trust in a separate trust account, 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 the Indenture or on or with respect to said Bond. If any Bond shall not be presented for payment within two years following the date when such Bond becomes due, whether by maturity or otherwise, the Trustee shall repay to the City the funds theretofore held by it for payment of such Bond without liability for interest thereon, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the City, and the owner thereof shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid, and the City shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Redemption of Bonds Generally

The Series 2026 Bonds are subject to redemption prior to maturity in accordance with their terms and the terms and provisions set forth in the Indenture. Additional Bonds shall be subject to redemption prior to maturity in accordance with the applicable terms and provisions contained in the Indenture and as may be specified in such Additional Bonds and the Supplemental Indenture authorizing such Additional Bonds.

Bonds Redeemed in Part

Any Bond which is to be redeemed only in part shall be surrendered at the place of payment therefor, and the City shall execute and the Trustee shall authenticate and deliver to the owner of such Bond, without service charge, a new Bond or Bonds of the same series and maturity of any Authorized Denomination or Denominations as requested by such owner in aggregate principal amount (in the case of Current Interest Bonds) or Maturity Amount (in the case of Capital Appreciation Bonds) equal to and in exchange for the unredeemed portion of the principal amount or Maturity Amount, as applicable, of the Bond so surrendered. If the owner of any such Bond shall fail to present such Bond to the Trustee for payment and exchange as aforesaid, said Bond shall, nevertheless, become due and payable on the redemption date to the extent of the **$5,000** (or other denomination) unit or units of principal amount or Maturity Amount, as applicable, called for redemption (and to that extent only).

Subject to the approval of the Trustee, in lieu of surrender under the preceding paragraph, payment of the redemption price of a portion of any Bond may be made directly to the registered owner thereof without surrender thereof, if there shall have been filed with the Trustee a written agreement of such owner and, if such owner is a nominee, the Person for whom such owner is a nominee, that payment shall be so made and that such owner will not sell, transfer or otherwise dispose of such Bond unless prior to delivery thereof such owner shall present such Bond to the Trustee for notation thereon of the portion of the principal amount or Maturity Amount, as applicable, thereof redeemed or shall surrender such Bond in exchange for a new Bond or Bonds for the unredeemed balance of the principal amount or Maturity Amount, as applicable, of the surrendered Bond.

Creation of Funds and Accounts

There are created and ordered to be established in the custody of the Trustee the following special trust funds in the name of the City to be designated as follows:

(a) "City of Dodge City, Kansas – Heritage Project Area – Project Fund" (the "Project Fund"), which shall consist of one or more separately held and named Project Accounts for each series of Bonds for which the City desires to establish a Project Account, including a Series 2026 Project Account.

(b) "City of Dodge City, Kansas – Heritage Project Area – Capitalized Interest Fund" (the "Capitalized Interest Fund"), which shall consist of separately held and named Capitalized Interest Accounts for each series of Bonds for which the City desires to establish a Capitalized Interest Account.

(c) "City of Dodge City, Kansas – Heritage Project Area – Costs of Issuance Fund" (the "Costs of Issuance Fund"), which shall consist of separately held and named Costs of Issuance Accounts for each series of Bonds, including a Series 2026 Costs of Issuance Account.

(d) "City of Dodge City, Kansas – Heritage Project Area – Debt Service Fund" (the "Debt Service Fund"), which shall consist of separately held and named Debt Service Accounts for each series of Bonds, including a Series 2026 Debt Service Account. There shall also be created and established a "Special Mandatory Redemption Subaccount" within each Debt Service Account established with respect to each series of Bonds, including a Series 2026 Special Mandatory Redemption Subaccount.

(e) "City of Dodge City, Kansas – Heritage Project Area – Debt Service Reserve Fund" (the "Debt Service Reserve Fund"), which shall consist of separately held and named Debt Service Reserve Accounts for each series of Bonds for which the City desires to establish a Debt Service Reserve Account, including a Series 2026 Debt Service Reserve Account.

(f) "City of Dodge City, Kansas – Heritage Project Area – Rebate Fund" (the "Rebate Fund"), which shall consist of separately held and named Rebate Accounts for each series of Tax-Exempt Bonds (or several series of Tax-Exempt Bonds in the event that such Bonds are treated as a single bond issue under the federal arbitrage rules relating to Tax-Exempt Bonds), including a Series 2026 Rebate Account.

All funds, accounts and subaccounts shall be held by the Trustee in trust for application only in accordance with the provisions of the Indenture. The Trustee may establish separately held and named accounts within each fund in the Supplemental Indenture for each series of Bonds. In addition, the City or the Trustee may establish separate subaccounts within each account pursuant to the applicable Supplemental Indenture or Tax Compliance Agreement.

Project Fund

Moneys in the Project Fund shall be used solely for the purpose of paying the Costs of the Project, all in accordance with the requirements of the Financing Documents.

The Trustee shall disburse moneys on deposit in a Project Account of the Project Fund established with respect to the Series 2026 Bonds from time to time to pay or as reimbursement for payment made for

the Costs of the Project (other than Costs of Issuance) within 3 Business Days after receipt by the Trustee of written disbursement requests of the respective Developer and the City properly completed in all respects and in substantially the form specified in the Indenture, signed by the respective Developer Representative and the City Representative; provided, however, that if for any reason the respective Developer and the City should decide prior to the mailing or release of payment by the Trustee of any item not to pay such item, they shall give written notice of such decision to the Trustee and thereupon the Trustee shall not make such payment. The Trustee shall disburse moneys on deposit in a Project Account of the Project Fund established with respect to a series of Additional Bonds from time to time to pay or as reimbursement for payment made for Costs of the Project (other than Costs of Issuance) as provided in the Supplemental Indenture authorizing the issuance of the applicable series of Bonds.

In making payments pursuant to the Indenture, the Trustee may rely upon such written requests and accompanying certificates and statements and shall not be required to make any independent investigation in connection therewith. It is expressly agreed and understood by the parties, including the City and the respective Developer, that the Trustee shall not have any responsibility in determining if costs paid pursuant to the Indenture are permitted costs under the Act. The Trustee shall keep and maintain adequate records pertaining to the Project Fund and all disbursements therefrom, and shall file periodic statements of activity regarding each Project Account of the Project Fund with the City and the respective Developer.

The City or the respective Developer, upon completion of the Project (or the portion of the Project being financed with the proceeds of a series of Bonds from amounts on deposit in the related Project Account of the Project Fund), shall deliver to the Trustee within 90 days thereafter a written certificate of the City Representative, or the respective Developer Representative and approved by the City Representative, conforming to the requirements set forth in the Indenture. If after payment by the Trustee of all disbursement requests theretofore tendered to the Trustee under the provisions of the Indenture and after receipt by the Trustee of the certificate required by this paragraph and after all rebatable earnings have been transferred to the Rebate Fund pursuant to the Indenture, there shall remain any moneys in a Project Account of the Project Fund, such moneys shall be deposited and applied in the following order of priority: (a) in the related Debt Service Reserve Account of the Debt Service Reserve Fund to the extent necessary to attain the amount required to be on deposit therein as of the date of such deposit; and (b) in the related Debt Service Account of the Debt Service Fund and used to redeem Bonds of the applicable series at the earliest permissible date under the Indenture.

The City or the respective Developer, upon the abandonment and non-continuation of a portion of the Project being financed with the proceeds of a series of Bonds from amounts on deposit in the related Project Account of the Project Fund (the "Abandoned Project Portion"), shall deliver to the Trustee within 90 days thereafter a written certificate of the City Representative, or the respective Developer Representative and approved by the City Representative, conforming to the requirements set forth in the Indenture. If after payment by the Trustee of all disbursement requests theretofore tendered to the Trustee under the provisions of the Indenture and after receipt by the Trustee of such certificate and after all rebatable earnings have been transferred to the Rebate Fund pursuant to the Indenture, there shall remain any moneys related to the Abandoned Project Portion in a Project Account of the Project Fund, such moneys shall be deposited and applied in the following order of priority: (a) in the related Debt Service Reserve Account of the Debt Service Reserve Fund to the extent necessary to attain the amount required to be on deposit therein as of the date of such deposit; and (b) in the related Debt Service Account of the Debt Service Fund and used to redeem Bonds of the applicable series at the earliest permissible date under the Indenture.

The City agrees to notify the Trustee, within 60 days of filing, that the respective Developer has filed its Certificate of Full Completion in accordance with the Development Agreement. Notwithstanding

any other provision of the Indenture, in the event that proceeds of the Series 2026 Bonds remain in a Project Account of the Project Fund established with respect to the Series 2026 Bonds on the date of such notification, the Trustee shall automatically transfer such proceeds to the Series 2026 Debt Service Account of the Debt Service Fund and apply such amount to redeem the Series 2026 Bonds on the earliest possible date pursuant to the Indenture.

Debt Service Fund

The Trustee shall deposit and credit to the applicable account of the Debt Service Fund, as and when received, the following amounts:

(a) The amount required to be transferred thereto from the applicable account of the Capitalized Interest Fund pursuant to the Indenture.

(b) The Incremental Tax Revenues required to be transferred thereto pursuant to the Tax Distribution Agreement. Any amounts to be transferred to a Debt Service Account of the Debt Service Fund pursuant to the Tax Distribution Agreement for the special mandatory redemption of the outstanding Term Bonds shall be deposited in the Special Mandatory Redemption Subaccount established within such Debt Service Account.

(c) Any amount required to be transferred from a Project Account of the Project Fund to the related Debt Service Account of the Debt Service Fund upon completion or abandonment of the portion of the Project being financed with the proceeds of the related series of Bonds pursuant to the Indenture and from the related Debt Service Reserve Account of the Debt Service Reserve Fund pursuant to the Indenture.

(d) Interest earnings and other income on Permitted Investments required to be deposited in the Debt Service Fund pursuant to the Indenture.

(e) Available Local Tax Funds required to be deposited in the applicable Debt Service Account of the Debt Service Fund pursuant to the Appropriation Covenants described below.

(f) Any amounts required by a Supplemental Indenture authorizing the issuance of Additional Bonds to be deposited in the applicable Debt Service Account of the Debt Service Fund, as specified in such Supplemental Indenture.

(g) All other moneys received by the Trustee under and pursuant to any of the provisions of the Indenture or any other Financing Document, when accompanied by directions from the person depositing such moneys that such moneys are to be paid into a Debt Service Account of the Debt Service Fund.

The moneys in the Debt Service Accounts established with respect to each series of Bonds shall be held in trust and, except as otherwise provided in the Indenture or the applicable Supplemental Indenture, shall be applied solely in accordance with the provisions of the Indenture to pay the principal of, Accreted Value and redemption premium, if any, and interest on the Bonds as the same become due and payable. Except as otherwise provided in the Indenture or the applicable Supplemental Indenture, moneys in such Debt Service Accounts shall be expended solely as follows: (1) *first*, to pay interest on the applicable series of Bonds as the same become due; (2) *second*, to pay principal and Accreted Value of the applicable series of Bonds as the same mature or become due and upon mandatory sinking fund redemption thereof; and (3) *third*, to pay principal of, Accreted Value and redemption premium, if any, on

the applicable series of Bonds as the same become due upon redemption (other than a Special Mandatory Redemption) prior to maturity; provided, however, that moneys in the Special Mandatory Redemption Subaccounts of such Debt Service Accounts may also be expended to pay interest, principal and Accreted Value of the applicable Term Bonds upon the Special Mandatory Redemption thereof in accordance with the provisions of the Indenture.

The Trustee is authorized and directed to withdraw sufficient funds from the applicable account of the Debt Service Fund to pay principal of, Accreted Value, redemption premium, if any, and interest on the applicable series of Bonds as the same become due and payable at maturity or upon redemption and to make said funds so withdrawn available to the Trustee and any Paying Agent for the purpose of paying said principal, Accreted Value, redemption premium, if any, and interest.

The Trustee, upon the written instructions from the City, shall use excess moneys in an account of the Debt Service Fund to redeem all or part of the applicable series of Bonds Outstanding and to pay interest to accrue thereon prior to such redemption and redemption premium, if any, on the next succeeding redemption date for which the required redemption notice may be given or on such later redemption date as may be specified by the City, in accordance with the redemption provisions of the Indenture and the applicable Supplemental Indenture pursuant to which such Bonds were issued, and to the extent said moneys are in excess of the amount required for payment of such Bonds theretofore matured or called for redemption. The City may cause such excess money in an account of the Debt Service Fund or such part thereof to be applied by the Trustee on a best efforts basis to the extent practical for the purchase of the applicable series of Bonds in the open market for the purpose of cancellation at prices not exceeding the principal amount thereof plus accrued interest thereon to the date of such purchase (in the case of Current Interest Bonds) or the Accreted Value as of the date of such purchase (in the case of Capital Appreciation Bonds).

After payment in full of the principal of, Accreted Value, redemption premium, if any, and interest on the Bonds (or after provision has been made for the payment thereof as provided in the Indenture), and the reasonable fees, charges and expenses of the Trustee, any Paying Agents and the City, and any other amounts required to be paid under the Indenture and the Financing Documents, all amounts remaining in the Debt Service Fund shall be paid to the City.

Debt Service Reserve Fund

The Debt Service Reserve Fund shall be maintained in an amount equal to the Debt Service Reserve Requirement with respect to the Bonds. The Trustee shall deposit and credit to the applicable account of the Debt Service Reserve Fund, as and when received, as follows:

(a) The initial deposit required by the Indenture in an amount equal to the Debt Service Reserve Requirement with respect to the Series 2026 Bonds.

(b) Any amount required by the Tax Distribution Agreement to be transferred to a Debt Service Reserve Account established with respect to a series of Bonds to make up a deficiency in such Debt Service Reserve Account.

(c) Any amount required to be transferred from a Project Account of the Project Fund to the related Debt Service Reserve Account of the Debt Service Reserve Fund upon completion or abandonment of the portion of the Project being financed with the proceeds of the related series of Bonds pursuant to the Indenture.

(d) Interest earnings and other income on Permitted Investments required to be deposited in the Debt Service Reserve Fund pursuant to the Indenture.

(e) Any amounts required by a Supplemental Indenture authorizing the issuance of Bonds to be deposited in the applicable account of the Debt Service Reserve Fund, as specified in such Supplemental Indenture.

(f) All other moneys received by the Trustee under and pursuant to any of the provisions of any Financing Document, when accompanied by directions from the person depositing such moneys that such moneys are to be paid into the Debt Service Reserve Fund.

Moneys in a Debt Service Reserve Account established with respect to a series of Bonds shall be disbursed and expended by the Trustee solely for the payment of the principal of, Accreted Value and redemption premium, if any, and interest on such series of Bonds if sufficient moneys therefor are not available in the applicable accounts, *first*, in the Debt Service Account established with respect to such series of Bonds, *second* (with respect to interest only), in the Capitalized Interest Account established with respect to such series of Bonds, and *third*, in the Special Mandatory Redemption Subaccount established within the Debt Service Account with respect to such series of Bonds. In the event the balance of moneys in the Debt Service Account established with respect to such series of Bonds and the Capitalized Interest Account established with respect to such series of Bonds (with respect to interest only) are insufficient to pay principal of, Accreted Value, redemption premium, or interest on such series of Bonds when due and payable, moneys in the Debt Service Reserve Account established with respect to such series of Bonds shall be transferred into the Debt Service Account with respect to such series of Bonds in an amount sufficient to make up such deficiency. The Trustee may use moneys in such Debt Service Reserve Account for such purpose whether or not the amount in such Debt Service Reserve Account at that time equals the Debt Service Reserve Requirement with respect to such series of Bonds. Such moneys shall be used first to make up any deficiency in the payment of interest and then principal and Accreted Value with respect to such series of Bonds.

On the first Interest Payment Date on which all of the Outstanding Bonds of a series can be paid in full with the sum of (a) moneys on deposit in the Debt Service Reserve Account with respect to such series of Bonds and (b) Revenues available on such Interest Payment Date for the payment of the principal, Accreted Value and interest on such Bonds (whether by maturity, Special Mandatory Redemption, optional redemption, defeasance or purchase), all of the moneys in such Debt Service Reserve Account shall be transferred to the Debt Service Account with respect to such series of Bonds and applied to the payment of the principal, Accreted Value and interest on such Bonds on such Interest Payment Date (whether by maturity, Special Mandatory Redemption, optional redemption, defeasance or purchase), which amount shall be applied to the payment of such Bonds prior to the application of Revenues to the payment of such Bonds.

Except as may be otherwise provided in a Supplemental Indenture, the Trustee shall determine the Value of cash and Permitted Investments in each account of the Debt Service Reserve Fund each Interest Payment Date and at the time of any withdrawal from each account of the Debt Service Reserve Fund and at such other times as the Trustee deems appropriate. If on any such valuation date, the Value of cash and Permitted Investments on deposit in an account of the Debt Service Reserve Fund is less than the applicable Debt Service Reserve Requirement, or at any time any amount is withdrawn from an account of the Debt Service Reserve Fund for the purposes described above, the Trustee shall immediately notify the City and the Credit Enhancer with respect to the applicable series of Bonds, if any, of such deficiency. If at any time of valuation, the Value of cash and Permitted Investments on deposit in such account of the Debt Service Reserve Fund is in excess of the applicable Debt Service Reserve Requirement, the amount of such excess shall be transferred to the applicable account of the Debt Service Fund.

The Debt Service Reserve Requirement may be satisfied by deposits in cash, Permitted Investments, or, in lieu of such required deposits into an account of the Debt Service Reserve Fund, the City may cause to be deposited in such account a surety bond, an insurance policy, a letter of credit or other credit facility, with a term of no less than five years, payable to the Trustee that in each case shall be in an amount equal to the difference between the Debt Service Reserve Requirement and the sums, if any, then on deposit to the credit of the Debt Service Reserve Fund; provided, that no such surety bond, insurance policy, letter of credit or other credit facility may be used without the prior written consent of the Credit Enhancer with respect to the applicable series of Bonds, if any, as to the provider and the terms thereof. If the City elects to deposit a letter of credit, surety bond, insurance policy or other credit facility in an account of the Debt Service Reserve Fund in lieu of moneys on deposit therein, upon any such deposit, the Trustee shall transfer to the applicable account of the Debt Service Fund from the applicable account of the Debt Service Reserve Fund cash in an amount equal to, or Permitted Investments held therein having a market value equal to, the face amount of the letter of credit, surety bond, insurance policy or other credit facility then being deposited to the extent that such face amount, together with the cash and Permitted Investments in such account of the Debt Service Reserve Fund exceeds the applicable Debt Service Reserve Requirement.

Rebate Fund

There shall be deposited in the applicable account of the Rebate Fund such amounts as are required to be deposited therein pursuant to the applicable Tax Compliance Agreement. All amounts on deposit at any time in the Rebate Fund shall be held by the Trustee 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 held in the Rebate Fund shall be governed by the Indenture and by the Tax Compliance Agreements.

Pursuant to the Tax Compliance Agreement, the Trustee shall remit all required rebate installments and a final rebate payment to the United States. Neither the Trustee nor the City shall have any obligation to pay any amounts required to be rebated pursuant to the Indenture and the Tax Compliance Agreement, other than from moneys held in the Rebate Fund created under the Indenture as provided in the Indenture and the Tax Compliance Agreement. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Bonds and payment and satisfaction of any rebatable arbitrage shall be withdrawn and paid to the City.

The obligation to pay arbitrage rebate to the United States and to comply with all other requirements of the Indenture and the Tax Compliance Agreement shall survive the defeasance or payment in full of the Bonds until all rebatable arbitrage shall have been paid.

Records and Reports of Trustee

The Trustee agrees to maintain such records with respect to any and all moneys or investments held by the Trustee pursuant to the provisions of the Indenture as are requested in writing by the City. The Trustee shall furnish to the City quarterly on the tenth Business Day after the end of each calendar quarter, a report on the status of each of the funds, accounts and subaccounts established under the Indenture which are held by the Trustee, showing the balance in each such fund, account or subaccount as of the first day of the preceding month, the total of deposits to and the total of disbursements from each such fund, account or subaccount, the dates of such deposits and disbursements, and the balance in each such fund, account or subaccount on the last day of the preceding month. The Trustee shall render an annual accounting for each calendar year ending December 31 to the City, the Credit Enhancer, if any, and any bondowner requesting the same, showing in reasonable detail all financial transactions relating to the

Trust Estate during the accounting period, including investment earnings and the balance in any funds, accounts or subaccounts created by the Indenture as of the beginning and close of such accounting period.

Moneys to be Held in Trust

All moneys deposited with or paid to the Trustee for the funds, accounts and subaccounts held under the Indenture, and all moneys deposited with or paid to any Paying Agent under any provision of the Indenture shall be held by the Trustee or Paying Agent in trust and shall be applied only in accordance with the provisions of the Indenture and the other Financing Documents, and, until used or applied as provided in the Indenture, shall (except for moneys in the Costs of Issuance Fund and the Rebate Fund) constitute part of the Trust Estate and be subject to the lien, terms and provisions of the Indenture and shall not be commingled with any other funds of the City except as otherwise provided in the Indenture for investment purposes. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received under the Indenture except to the extent such moneys are invested in Permitted Investments.

Investment of Moneys

Moneys held in each of the funds, accounts and subaccounts under the Indenture shall, pursuant to written directions of the City Representative, or in the absence of such direction at the discretion of the Trustee, be invested and reinvested by the Trustee in accordance with the provisions of the Indenture and the Tax Compliance Agreements in Permitted Investments which mature or are subject to redemption by the owner thereof prior to the date such funds are expected to be needed. The Trustee may make any investments permitted by the provisions of the Indenture through its own bond department or short-term investment department or that of any affiliate of the Trustee and may pool moneys for investment purposes, except moneys held in any fund, account or subaccount that are required to be yield restricted in accordance with a Tax Compliance Agreement, which shall be invested separately. Any such Permitted Investments shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund, account or subaccount in which such moneys are originally held.

Except as may be otherwise provided in a Supplemental Indenture, the interest accruing on each fund, account or subaccount and any profit realized from such Permitted Investments (other than any amounts required to be deposited in an account of the Rebate Fund pursuant to the Indenture) shall be credited to such fund, account or subaccount, and any loss resulting from such Permitted Investments shall be charged to such fund, account or subaccount; provided, that interest accruing on amounts on deposit in an account of the Project Fund and the Debt Service Reserve Fund shall be credited to the related account of the Debt Service Fund. The Trustee shall sell or present for redemption and reduce to cash a sufficient amount of such Permitted Investments whenever it shall be necessary to provide moneys in any fund, account or subaccount for the purposes of such fund, account or subaccount and the Trustee shall not be liable for any loss resulting from such investments.

Limited Obligations

The Bonds and the interest thereon shall be special, limited obligations of the City payable (except to the extent paid out of Bond proceeds or the income from the temporary investment thereof) solely out of the Trust Estate including, with respect to the Bonds, the Revenues, and are secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the owners of the Bonds, as provided in the Indenture. The Bonds and interest thereon shall not be deemed to constitute a debt or liability of the City, the State or of any political subdivision thereof within the meaning of any state constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the City, the State or of any political subdivision thereof, but shall be

payable solely from the Trust Estate. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the City, the State or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment. The State shall not in any event be liable for the payment of the principal of, Accreted Value, redemption premium, if any, or interest on the Bonds or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the City. No breach by the City of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State or any charge upon its general credit or against its taxing power.

The Trust Estate includes the Incremental Tax Revenues, and if such are insufficient to pay the Debt Service Requirements of the Bonds on any Interest Payment Date, the City has covenanted in the Indenture, subject to annual appropriation, to apply Available Local Tax Funds to cure such insufficiency.

Payment of Bonds

The City shall duly and punctually pay, but solely from the Trust Estate, the principal of, Accreted Value, redemption premium, if any, and interest on the Bonds in accordance with the terms of the Bonds and the Indenture.

Performance of Covenants

The City shall (to the extent within its control) faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in the Indenture, in the Bonds and in all proceedings pertaining thereto.

Inspection of Books

The City covenants and agrees that all books and documents in its possession relating to the Bonds, the Indenture and the Financing Documents, and the transactions relating thereto shall at all reasonable times be open to inspection by such accountants or other agencies as the Trustee or any bondholder may from time to time designate. The Trustee covenants and agrees that all books and documents in its possession relating to the Bonds, the Indenture and the Financing Documents, and the transactions relating thereto, shall be open to inspection by the City and any bondholder during business hours upon reasonable notice.

Enforcement of Rights

The City agrees that the Trustee, as assignee, transferee, pledgee, and owner of a security interest under the Indenture in its name or in the name of the City may enforce all rights of the City and the Trustee and all obligations of the respective Developers under and pursuant to any Financing Documents for and on behalf of the bondowners, whether or not the City is in default under the Indenture. Copies of the Financing Documents shall be delivered to and held by the Trustee.

Tax Covenants

The City (to the extent within its power or direction) will not use or permit the use of any proceeds of the Bond or any other funds of the City, directly or indirectly, in any manner, and will not take any action or permit any action to be taken that would adversely affect the exclusion from gross income for federal income tax purposes of the interest on any Tax-Exempt Bonds. The City will take whatever action, or refrain from whatever action, necessary to comply with the requirements of the

Internal Revenue Code to maintain the exclusion from gross income for federal income tax purposes of the interest on any Tax-Exempt Bonds.

The Trustee agrees to comply with the provisions of each Tax Compliance Agreement, and may rely upon such Tax Compliance Agreements and any Opinion of Bond Counsel which sets forth such requirements, to comply with any statute, regulation or ruling that may apply to it as Trustee under the Indenture and relating to reporting requirements or other requirements necessary to preserve the exclusion from federal gross income of the interest on the Tax-Exempt Bonds. The Trustee from time to time may cause a firm of attorneys, consultants or independent accountants or an investment banking firm to supply the Trustee, on behalf of the City, with such information as the Trustee, on behalf of the City, may request in order to determine in a manner reasonably satisfactory to the Trustee, on behalf of the City, all matters relating to (a) the actuarial yield on any Tax-Exempt Bonds as the same may relate to any data or conclusions necessary to verify that such Tax-Exempt Bonds are not "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code, and (b) compliance with rebate requirements of Section 148(f) of the Internal Revenue Code. Payment for costs and expenses incurred in connection with supplying the foregoing information shall be paid by the City.

The City may cease to comply with the foregoing tax covenants, provided it provides the Trustee with an Opinion of Bond Counsel addressed to the Trustee that the City's failure to comply with such requirement will not adversely affect the exclusion of interest on any Tax-Exempt Bonds from gross income for federal income tax purposes.

The foregoing tax covenants of the Indenture shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to the Indenture or any other provision of the Indenture, until the final maturity date of all Tax-Exempt Bonds Outstanding and payment thereof.

Continuing Disclosure

Under the Continuing Disclosure Agreement with respect to the Series 2026 Bonds, the City has undertaken all responsibility for compliance with continuing disclosure requirements with respect to the SEC Rule, as may be applicable. The City covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Undertaking. Notwithstanding any other provision of the Indenture, failure of the City, the respective Developer or the dissemination agent to comply with a Continuing Disclosure Agreement shall not be considered an event of default under the Indenture, and the sole remedy in the event of such failure shall be such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause such Person to comply with its obligations under the Continuing Disclosure Agreement.

Development Agreement

The City agrees that it will use reasonable efforts to enforce against the respective Developer the provisions of the Development Agreement for which noncompliance by the respective Developer would have a material adverse effect on the amount of Revenues to be transferred to the Trustee under the Indenture. Notwithstanding any other provision of the Indenture to the contrary, in the event that the City fails to comply with the covenant set forth in the immediately preceding sentence, such failure to comply shall not constitute an event of default under the Indenture, and in such event the sole and exclusive remedy available to bondowners is that the Trustee may pursue, on behalf of the City and upon prior written notice to the City, any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the performance of the duties and obligations of the respective Developer under the Development Agreement. The Trustee shall be obligated to exercise such remedy as the Trustee shall deem most expedient in the interests of the bondowners if requested in writing to do so

by the owners of not less than a majority of the Bond Obligation of the affected series of Bonds and if indemnified as provided in the Indenture; provided, however, that so long as Credit Enhancement is in effect with respect to the affected series of Bonds and the Credit Enhancer has not wrongfully failed to honor its obligations under the Credit Enhancement, the Trustee shall not exercise any such rights or remedies without the written consent or direction of the Credit Enhancer.

The City agrees that it will not enter into any amendment to the Development Agreement that would have a material adverse effect on the amount of Revenues to be transferred to the Trustee under the Indenture.

Revenue Impairments

So long as any Bonds are Outstanding, the City covenants and agrees that, to the extent within its power and control, it shall take no action (a) to terminate the City's retail sales and compensating use taxes and any successor taxes thereto pledged as security for the Bonds, (b) to impair the collection of the Revenues, or (c) to impair or diminish the pledge of the Revenues or the rights of the Bondowners under the Indenture.

Provisions of Tax Distribution Agreement to Control

Notwithstanding anything to the contrary contained in the Indenture, in the event of a conflict between the provisions of the Indenture and the provisions of the Tax Distribution Agreement, the provisions of the Tax Distribution Agreement shall control.

Appropriation Covenants

The City intends, on or before the last day of each Fiscal Year, commencing with the 2028 Fiscal Year, to budget and appropriate, specifically with respect to the Indenture, Available Local Tax Funds sufficient to pay all the Debt Service Requirements on the Bonds for the next succeeding Fiscal Year. The City shall deliver written notice to the Trustee no later than **15** days after the commencement of its Fiscal Year stating whether or not the Governing Body has appropriated Available Local Tax Funds sufficient for the purpose of paying the Debt Service Requirements to become due on the Bonds during such Fiscal Year. If the Governing Body shall have made the appropriation of Available Local Tax Funds necessary to pay the Debt Service Requirements to become due on the Bonds during such Fiscal Year, the failure of the City to deliver the foregoing notice on or before the 15th day after the commencement of its Fiscal Year shall not constitute an Event of Nonappropriation and, on failure to receive such notice **15** days after the commencement of the City's Fiscal Year, the Trustee shall make independent inquiry of the fact of whether or not such appropriation of Available Local Tax Funds has been made. If the Governing Body shall not have made the appropriation of Available Local Tax Funds necessary to pay the Debt Service Requirements to become due on the Bonds during such succeeding Fiscal year, the failure of the City to deliver the foregoing notice on or before the 15th day after the commencement of its Fiscal Year shall constitute an Event of Nonappropriation.

The City covenants and agrees that the City's Director of Finance or any other officer at any time charged with the responsibility of formulating budget proposals is hereby directed to include in the budget proposal submitted to the Governing Body for each Fiscal Year that the Bonds are Outstanding, commencing with the 2028 Fiscal Year, a request for an appropriation of Available Local Tax Funds for transfer to the Trustee at the times and in the manner provided in the Indenture, it being the intention of the City that the decision to appropriate or not to appropriate under the Indenture shall be made solely by the Governing Body and not by any other official of the City. The City intends, subject to the provisions above respecting the failure of the City to budget or appropriate Available Local Tax Funds, to make the

Debt Service Requirements on the Bonds. The City reasonably believes that legally available funds in an amount sufficient to make all Debt Service Requirements on the Bonds during each Fiscal Year can be obtained. The City further intends to do all things lawfully within its power to obtain and maintain Available Local Tax Funds from which the Debt Service Requirements on the Bonds may be made, including making provision for such Debt Service Requirements on the Bonds to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of the City and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. The City's Director of Finance is directed to do all things lawfully within its power to obtain and maintain Available Local Tax Funds from which the Debt Service Requirements on the Bonds may be paid, including making provision for such Debt Service Requirements on the Bonds to the extent necessary in each proposed annual budget submitted for approval or by supplemental appropriation in accordance with applicable procedures of the City and to exhaust all available reviews and appeals in the event such portion of the budget or supplemental appropriation is not approved. Notwithstanding the foregoing, the decision to budget and appropriate funds is to be made in accordance with the City's normal procedures for such decisions.

The City and the Trustee acknowledge and agree that the Debt Service Requirements on the Bonds shall constitute currently budgeted expenditures of the City, and shall not in any way be construed or interpreted as creating a liability or a general obligation or debt of the City in contravention of any applicable constitutional or statutory limitation or requirements concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general credit, tax revenues (except Incremental Tax Revenues), funds or moneys of the City. The City's obligations to pay Debt Service Requirements shall be from year to year only, and shall not constitute a mandatory payment obligation of the City in any ensuing Fiscal Year beyond the then current Fiscal Year. Neither the Indenture nor the issuance of the Bonds shall directly or indirectly obligate the City to levy or pledge any form of taxation (other than Incremental Tax Revenues) or make any appropriation or make any payments beyond those appropriated for the City's then current Fiscal Year, but in each Fiscal Year the Debt Service Requirements on the Bonds shall be payable solely from the amounts budgeted or appropriated therefor out of the income and revenue provided for such year, plus any unencumbered balances from previous years; provided, however, that nothing herein shall be construed to limit the rights of the Bondowners or the Trustee to receive any amounts which may be realized from the Trust Estate pursuant to the Indenture. Failure of the City to budget and appropriate said moneys on or before December 31 of any year shall be deemed an Event of Nonappropriation.

To the extent that Available Local Tax Funds are transferred to the Trustee by the City and actually applied by the Trustee to pay principal of any Bonds, the City shall be deemed to be the owner of such Bond and such deemed ownership shall be noted by the Trustee in its registration of Bond ownership. Such Bond: (a) shall automatically be a Subordinate Lien Obligation in the principal amount of the Available Local Tax Funds used to pay principal of such Bond or Bonds; (b) shall bear interest at 0% per annum; (c) shall have a stated maturity of [December 1, 20__]; (d) shall not be subject to the book-entry provisions of the Indenture; (e) shall not be subject to registration, transfer or exchange provisions as provided in the Indenture; (f) shall not be subject to optional redemption prior to maturity; (g) shall not be subject to the provisions relating to satisfaction and discharge in the Indenture; and (h) shall be a Bond that remains Outstanding as set forth in the subsection (e) of the definition thereof.

Exercise of Remedies by the Trustee

Upon the occurrence and continuance of any event of default under the Indenture, unless the same is waived as provided in the Indenture, the Trustee shall have the following rights and remedies in addition to any other rights and remedies provided under the Indenture or by law:

(a) *Right to Bring Suit, Etc.* The Trustee may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of, Accreted Value, redemption premium, if any, and interest on the affected series of Bonds Outstanding, including interest on overdue principal, Accreted Value and redemption premium, if any, and on overdue installments of interest, and any other sums due under the Indenture, to realize on or to foreclose any of its interests or liens under the Indenture or any other Financing Document, to enforce and compel the performance of the duties and obligations of the City as set forth in the Indenture and to enforce or preserve any other rights or interests of the Trustee under the Indenture with respect to any of the Trust Estate, under the Tax Distribution Agreement, or otherwise existing at law or in equity.

(b) *Appointment of Receiver.* Upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the bondowners under the Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate, pending such proceedings, with such powers as the court making such appointment shall confer.

(c) *Suits to Protect the Trust Estate*. The Trustee shall have power to institute and to maintain such proceedings as it may deem expedient to prevent any impairment of the Trust Estate by any acts which may be unlawful or in violation of the Indenture and to protect its interests and the interests of the bondowners in the Trust Estate, including power to institute and maintain proceedings to restrain the enforcement of or compliance with any governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would impair the security under the Indenture or be prejudicial to the interests of the bondowners or the Trustee, or to intervene (subject to the approval of a court of competent jurisdiction) on behalf of the bondowners in any judicial proceeding to which the City is a party and which in the judgment of the Trustee has a substantial bearing on the interests of the bondowners.

(d) *Enforcement Without Possession of Bonds.* All rights of action under the Indenture or any of the Bonds may be enforced and prosecuted by the Trustee without the possession of any of the Bonds or the production thereof in any suit or other proceeding relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its own name as trustee of an express trust. Any recovery of judgment shall, after provision for the payment of the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and subject to the provisions of the Indenture, be for the equal and ratable benefit of the owners of the Bonds in respect of which such judgment has been recovered.

(e) *Restoration of Positions.* If the Trustee or any bondowner has instituted any proceeding to enforce any right or remedy under the Indenture by suit, foreclosure, the appointment of a receiver, or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Trustee or to such bondowner, then and in every case the City, the Trustee and the bondowners shall, subject to any determination in such proceeding, be restored to their former positions and rights under the Indenture, and thereafter all rights and remedies of the Trustee and the bondowners shall continue as though no such proceeding had been instituted.

Upon the occurrence and continuance of any event of default under the Indenture, unless the same is waived as provided in the Indenture, the Trustee shall be obligated to exercise one or more of the rights and remedies conferred by the Indenture as the Trustee shall deem most expedient in the interests of the bondowners if requested in writing to do so by the owners of not less than a majority of the Bond

Obligation of the affected series of Bonds and if indemnified as provided in the Indenture; provided, however, that so long as Credit Enhancement is in effect with respect to the affected Series of Bonds and the Credit Enhancer has not wrongfully failed to honor its obligations under the Credit Enhancement, the Trustee shall not exercise any such rights or remedies without the written consent or direction of the Credit Enhancer.

Trustee May File Proofs of Claim

In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to the City or any other obligor upon the Bonds or of such other obligor or their creditors, the Trustee (irrespective of whether the principal or Accreted Value of the Bonds shall then be due and payable, as therein expressed or by declaration or otherwise, and irrespective of whether the Trustee shall have made any demand on the City for the payment of overdue principal, Accreted Value, redemption premium or interest) shall be entitled and empowered, by intervention in such proceeding or otherwise,

(a) to file and prove a claim for the whole amount of principal, Accreted Value, redemption premium, if any, and interest owing and unpaid in respect of the Outstanding Bonds and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel) and of the bondowners allowed in such judicial proceeding, and

(b) to collect and receive any moneys or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is authorized by each bondowner to make such payments to the Trustee, and in the event that the Trustee shall consent to the making of such payments directly to the bondowners, to pay to the Trustee any amount due to it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under the Indenture.

Nothing contained in the Indenture shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any bondowner any plan of reorganization, arrangement, adjustment or composition affecting the Bonds or the rights of any owner thereof, or to authorize the Trustee to vote in respect of the claim of any bondowner in any such proceeding.

Limitation on Suits by Bondowners

No owner of any Bond shall have any right to institute any proceeding, judicial or otherwise, under or with respect to the Indenture, or for the appointment of a receiver or trustee or for any other remedy under the Indenture, unless

(a) such owner has previously given written notice to the Trustee of a continuing event of default;

(b) the owners of not less than a majority of the Bond Obligation of the affected series of Bonds shall have made written request to the Trustee to institute proceedings in respect of such event of default in its own name as Trustee under the Indenture;

(c) such owner or owners have offered to the Trustee indemnity as provided in the Indenture against the costs, expenses and liabilities to be incurred in compliance with such request;

(d) the Trustee for **60** days after its receipt of such notice, request and offer of indemnity has failed to institute any such proceeding; and

(e) no direction inconsistent with such written request has been given to the Trustee during such **60**-day period by the owners of a majority of the Bond Obligation of the affected series of Bonds;

it being understood and intended that no one or more owners of Bonds shall have any right in any manner whatever by virtue of, or by availing of, any provision of the Indenture to affect, disturb or prejudice the lien of the Indenture or the rights of any other owners of Bonds, or to obtain or to seek to obtain priority or preference over any other owners or to enforce any right under the Indenture, except in the manner provided in the Indenture and for the equal and ratable benefit of all Outstanding Bonds.

Notwithstanding the foregoing or any other provision in the Indenture, however, the owner of any Bond shall have the right, which is absolute and unconditional, to receive payment of the principal of, Accreted Value, redemption premium, if any, and interest on such Bond on the respective stated maturities expressed in such Bond (or, in the case of redemption, on the redemption date) solely from the Trust Estate, and nothing contained in the Indenture shall affect or impair the right of any owner to institute suit for the enforcement of any such payment.

Control of Proceedings by Bondowners

The owners of a majority of the Bond Obligation of the affected series shall have the right, during the continuance of an event of default, provided indemnity has been provided to the Trustee in accordance with the Indenture:

(a) to require the Trustee to proceed to enforce the Indenture, either by judicial proceedings for the enforcement of the payment of the Bonds and the foreclosure of the Indenture, or otherwise; and

(b) to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under the Indenture, provided that

(1) such direction shall not be in conflict with any rule of law or the Indenture,

(2) the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction, and

(3) the Trustee shall not determine that the action so directed would be unjustly prejudicial to the owners not taking part in such direction.

Application of Moneys Collected

Any moneys collected by the Trustee pursuant to the Indenture (after the deductions for payment of costs and expenses of proceedings resulting in the collection of such moneys) together with any other

sums then held by the Trustee as part of the Trust Estate, shall be applied in the following order, at the date or dates fixed by the Trustee and, in case of the distribution of such money on account of principal, Accreted Value, redemption premium, if any, or interest, upon presentation of the affected Bonds and the notation thereon of the payment if only partially paid and upon surrender thereof if fully paid:

(a) **First:** To the payment of certain undeducted amounts due the Trustee under the Indenture;

(b) **Second:** To the payment of the whole amount then due and unpaid upon the Outstanding Bonds of the affected series for principal, Accreted Value, redemption premium, if any, and interest, in respect of which or for the benefit of which such money has been collected, with interest (to the extent that such interest has been collected by the Trustee or a sum sufficient therefor has been so collected and payment thereof is legally enforceable at the respective rate or rates prescribed therefor in such Bonds) on overdue principal, Accreted Value and redemption premium, if any, and on overdue installments of interest; and in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon such Bonds, then to the payment of such principal, Accreted Value, redemption premium, if any, and interest, without any preference or priority of Bonds within such affected series, ratably according to the aggregate amount so due;

(c) **Third:** To the payment to the Credit Enhancer, if any, of any amounts due and owing to the Credit Enhancer for reimbursement of any payment of principal of, Accreted Value and interest on the Bonds made by the Credit Enhancer; and

(d) **Fourth:** To the payment of the remainder, if any, to the City or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

Whenever moneys are to be applied by the Trustee pursuant to the provisions of the Indenture, such moneys shall be applied by it at such times, and from time to time, as the Trustee shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the owner of any unpaid Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Rights and Remedies Cumulative

No right or remedy in the Indenture conferred upon or reserved to the Trustee or to the bondowners is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given under the Indenture or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy under the Indenture, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

Delay or Omission Not Waiver

No delay or omission of the Trustee or of any owner of any Bond to exercise any right or remedy accruing upon an event of default shall impair any such right or remedy or constitute a waiver of any such

event of default or an acquiescence therein. Every right and remedy given by the Indenture or by law to the Trustee or to the bondowners may be exercised from time to time, and as often as may be deemed expedient, by the Trustee or by the bondowners, as the case may be.

Waiver of Past Defaults

Before any judgment or decree for payment of money due has been obtained by the Trustee as provided in the Indenture, the owners of a majority of the Bond Obligation of the affected series of Bonds may, by written notice delivered to the Trustee and the City, on behalf of the owners of all such Bonds waive any past default under the Indenture and its consequences, except a default

(a) in the payment of the principal of, Accreted Value, redemption premium, if any, or interest on any Bond, or

(b) in respect of a covenant or provision of the Indenture which cannot be modified or amended without the consent of the owner of each Outstanding Bond affected.

Notwithstanding the foregoing, so long as Credit Enhancement is in effect with respect to the affected series of Bonds, the Trustee shall not waive any event of default without the prior written consent of the Credit Enhancer.

Upon any such waiver, such default shall cease to exist, and any event of default arising therefrom shall be deemed to have been cured, for every purpose of the Indenture; but no such waiver shall extend to or affect any subsequent or other default or impair any right or remedy consequent thereon.

Acceptance of Trusts; Certain Duties and Responsibilities

The Trustee accepts and agrees to execute the trusts imposed upon it by the Indenture, but only upon the following terms and conditions:

(a) Except during the continuance of an event of default,

(1) the Trustee undertakes to perform such duties and only such duties as are specifically set forth in the Indenture, and no implied covenants or obligations shall be read into the Indenture against the Trustee, and

(2) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of the Indenture; but in the case of any such certificates or opinions which by any provision of the Indenture are specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of the Indenture.

(b) If an event of default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by the Indenture, and use the same degree of care and skill in their exercise, as a prudent corporate trustee would exercise or use under the circumstances.

(c) No provision of the Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, **except** that

(1) this subsection shall not be construed to limit the effect of subsection (a) above;

(2) the Trustee shall not be liable for any error of judgment made in good faith by an authorized officer of the Trustee, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts;

(3) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the owners of a majority of the Bond Obligation relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under the Indenture; and

(4) no provision of the Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties under the Indenture, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(d) Whether or not therein expressly so provided, every provision of the Indenture relating to the conduct or affecting the liability of or conveying rights and duties or affording protection to the Trustee, whether in its capacity as Trustee, Paying Agent, bond registrar or any other capacity, shall be subject to the provisions of the Indenture.

Certain Rights of Trustee

Except as otherwise provided under the above caption "Acceptance of Trusts; Certain Duties and Responsibilities":

(a) Notwithstanding anything in the Indenture to the contrary, the Trustee shall be under no obligation to exercise any of the rights or powers vested in it by the Indenture whether at the request or direction of any of the bondowners pursuant to the Indenture or otherwise, except the duty to pay the principal of, Accreted Value, redemption premium, if any, and interest on the Bonds as provided in the Indenture unless such bondowners or other party shall have offered to the Trustee reasonable security or indemnity satisfactory to the Trustee against the fees, advances, costs, expenses and liabilities (except as may result from the Trustee's own negligence or willful misconduct) which might be incurred by it in connection with such rights or powers.

(b) The Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, or other paper or document, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit.

(c) The Trustee, in its individual or any other capacity, may become the owner or pledgee of Bonds and may otherwise deal with the City with the same rights it would have if it were not Trustee.

(d) All money received by the Trustee shall, until used or applied or invested as provided in the Indenture, be held in trust for the purposes for which they were received. Money held by the Trustee in trust under the Indenture need not be segregated from other funds except to the extent required by law or by the Indenture. The Trustee shall be under no liability for interest on any money received by it under the Indenture except as to investments authorized and directed pursuant to the Indenture.

(e) Notwithstanding anything elsewhere in the Indenture contained, before taking any action under the Indenture other than the payment of debt service on the Bonds from monies on deposit with the Trustee, the Trustee may require that satisfactory indemnity be furnished to it for the reimbursement of all reasonable costs and expenses to which it may be put and to protect it against all liability which it may incur in or by reason of such action.

(f) The Trustee may elect not to proceed in accordance with the directions of the bondowners or the Credit Enhancer, if any, without incurring any liability to the bondowners or the Credit Enhancer, if any, if, in the opinion of the Trustee such direction may result in environmental liability to the Trustee, in its individual capacity for which the Trustee has not received indemnity pursuant to the Indenture from the bondowners or the Credit Enhancer, if any, and the Trustee may rely upon an Opinion of Counsel addressed to the City and the Trustee in determining whether any action directed by the bondowners or the Credit Enhancer, if any, may result in such liability.

(g) The permissive right of the Trustee to do things enumerated in the Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or its willful misconduct.

Notice of Defaults

The Trustee shall not be required to take notice or be deemed to have notice of any default under the Indenture except failure by the City to cause to be made any of the payments to the Trustee required to be made by the Indenture, unless the Trustee shall be specifically notified in writing of such default by the City, the Credit Enhancer, if any, or the owners of at least 10% of the Bond Obligation of the affected series, and in the absence of such notice so delivered, the Trustee may conclusively assume there is no default except as aforesaid. Within 30 days after the Trustee has received notice of any default or the occurrence of any default under the Indenture of which the Trustee is deemed to have notice, the Trustee shall give written notice of such default by first class mail to all owners of Bonds of the affected series as shown on the bond register maintained by the Trustee, unless such default shall have been cured or waived; provided, however, that, except in the case of a default in the payment of the principal of, Accreted Value, redemption premium, if any, or interest on any Bond, the Trustee shall be protected in withholding such notice to such bondowners if and so long as the Trustee in good faith determines that the withholding of such notice is in the interests of the bondowners. For the purpose of this paragraph, the term "default" means any event which is, or after notice or lapse of time or both would become, an event of default as defined in the Indenture.

Corporate Trustee Required; Eligibility

There shall at all times be a Trustee under the Indenture which shall be a bank or trust company organized and doing business under the laws of the United States of America or of any state thereof, authorized under such laws to exercise corporate trust powers, subject to supervision or examination by federal or state authority, and having a combined capital and surplus of at least $50,000,000. If such bank or trust company publishes reports of condition at least annually, pursuant to law or to the requirements of

such supervising or examining authority, then for the purposes of this paragraph, the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time the Trustee shall cease to be eligible in accordance with the provisions of the Indenture, it shall resign immediately in the manner and with the effect specified in the Indenture.

Resignation and Removal of Trustee

The Trustee may resign at any time by giving written notice thereof to the City and each owner of Bonds Outstanding as shown by the list of bondowners required by the Indenture to be kept at the office of the Trustee. If an instrument of acceptance by a successor Trustee shall not have been delivered to the Trustee within 30 days after the giving of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee.

If the Trustee has or shall acquire any conflicting interest, it shall, within 90 days after ascertaining that it has a conflicting interest, or within 30 days after receiving written notice from the City that it has a conflicting interest, either eliminate such conflicting interest or resign in the manner and with the effect specified in the immediately preceding paragraph.

The Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the City and the Trustee signed by the owners of a majority of the Bond Obligation or, so long as the City is not in default and no condition that with the giving of notice or passage of time, or both, would constitute a default under the Indenture, by the City. The City or any bondowner may at any time petition any court of competent jurisdiction for the removal of the Trustee for cause.

If at any time

(a) the Trustee shall fail to comply with the second paragraph under this heading "Resignation and Removal of Trustee" after written request therefor by the City or by any bondowner, or

(b) the Trustee shall cease to be eligible to serve as Trustee under the Indenture and shall fail to resign after written request therefor by the City or by any such bondowner, or

(c) the Trustee shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Trustee or of its property shall be appointed or any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation,

then, in any such case, the City may remove the Trustee or any bondowner may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

The Trustee shall give notice of each resignation and each removal of the Trustee and each appointment of a successor Trustee by mailing written notice of such event by first-class mail, postage prepaid, to the registered owners of Bonds as their names and addresses appear in the bond register maintained by the Trustee. Each notice shall include the name of the successor Trustee and the address of its principal corporate trust office.

No resignation or removal of the Trustee and no appointment of a successor Trustee shall become effective until the acceptance of appointment by the successor Trustee.

Appointment of Successor Trustee

If the Trustee shall resign, be removed or become incapable of acting, or if a vacancy shall occur in the office of Trustee for any cause, the City or the owners of a majority of the Bond Obligation (if an event of default under the Indenture has occurred and is continuing), by an instrument or concurrent instruments in writing delivered to the City and the retiring Trustee, shall promptly appoint a successor Trustee. Every such successor Trustee appointed pursuant to the provisions of the Indenture shall be a bank or trust company in good standing under the law of the jurisdiction in which it was created and by which it exists, meeting the eligibility requirements of the Indenture.

Merger, Consolidation and Succession to Business

Any corporation or association into which the Trustee may be merged or with which it may be consolidated, or any corporation or association resulting from any merger or consolidation to which the Trustee shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Trustee, shall be the successor of the Trustee under the Indenture, provided such corporation or association shall be otherwise qualified and eligible under the Indenture, and shall be vested with all of the title to the whole property or Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any paper or any further act on the part of any of the parties to the Indenture.

Co-Trustees and Separate Trustees

At any time or times, for the purpose of meeting the legal requirements of any jurisdiction in which any of the Trust Estate may at the time be located, or in the enforcement of any default or the exercise any of the powers, rights or remedies granted to the Trustee in the Indenture, or any other action which may be desirable or necessary in connection therewith, the Trustee shall have power to appoint, and, upon the written request of the Trustee or of the owners of at least 25% of the Bond Obligation, the City shall for such purpose join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to appoint, one or more Persons approved by the Trustee either to act as co-trustee, jointly with the Trustee, of all or any part of the Trust Estate, or to act as separate trustee of any such property, in either case with such powers as may be provided in the instrument of appointment, and to vest in such person or persons in the capacity aforesaid, any property, title, protection, immunity, right or power deemed necessary or desirable, subject to the other provisions of the Indenture. If the City does not join in such appointment within 15 days after the receipt by it of a request so to do, or in case an event of default has occurred and is continuing, the Trustee alone shall have power to make such appointment.

Supplemental Indentures Without Consent of Bondowners

Without the consent of the owners of any Bonds, the City and the Trustee may at any time or from time to time enter into one or more Supplemental Indentures for any of the following purposes:

(a) to close the Indenture against, or provide limitations and restrictions in addition to the limitations and restrictions contained in the Indenture on, the delivery of Bonds or the issuance of other evidences of indebtedness;

(b) to add to the limitations and restrictions in the Indenture other limitations and restrictions to be observed by the City which are not contrary to or inconsistent with the Indenture as theretofore in effect;

(c) to add to the covenants and agreements of the City in the Indenture other covenants and agreements to be observed by the City which are not contrary to or inconsistent with the Indenture as theretofore in effect;

(d) to confirm, as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by, the Indenture of the Revenues or of any other moneys, securities or funds;

(e) to modify any of the provisions of the Indenture in any respect whatever, provided that such modification shall be and shall be expressed to be ineffective as to Bonds of any series Outstanding as of the date of the adoption of such Supplemental Indenture

(f) to cure any ambiguity, supply any omission or cure or correct any defect or inconsistent provision in the Indenture;

(g) to insert such provisions clarifying matters or questions arising under the Indenture as are necessary or desirable and are not contrary to or inconsistent with the Indenture as theretofore in effect;

(h) to make such modifications or changes in the Indenture that are not materially adverse to the interests of any bondowner, as determined by the Trustee in its discretion (which determination shall be binding and conclusive on the City and the bondowners); or

(i) to authorize the issuance of any series of Additional Bonds and make such other provisions as provided in the Indenture.

Supplemental Indentures with Consent of Bondowners

With the written consent of the owners of not less than a majority of the Bond Obligation affected by such Supplemental Indenture, the City and the Trustee may enter into one or more Supplemental Indentures for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of the Indenture or of modifying in any manner the rights of the owners of the Bonds under the Indenture; provided, however, that no such Supplemental Indenture shall, without the consent of the owner of each Outstanding Bond affected thereby,

(a) change the stated maturity of the principal of, or any installment of interest on, any Bond, or change any optional redemption date thereof, or reduce the principal amount or Accreted Value thereof or the interest thereon or any premium payable upon the redemption thereof, or change any place of payment where, or the coin or currency in which, any Bond, or the interest thereon is payable, or impair the right to institute suit for the enforcement of any such payment on or after the stated maturity thereof (or, in the case of redemption, on or after the redemption date);

(b) reduce the percentage of the Bond Obligation, the consent of whose owners is required for any such Supplemental Indenture, or the consent of whose owners is required for any waiver provided for in the Indenture of compliance with certain provisions of the Indenture or certain defaults under the Indenture and their consequences; or

(c) modify the obligation of the City to make payment on or provide funds for the payment of any Bond;

(d) modify any of the provisions described under this caption or the caption "Waiver of Past Defaults," except to increase any percentage provided thereby or to provide that certain other provisions of the Indenture cannot be modified or waived without the consent of the owner of each Bond affected thereby; or

(e) permit the creation of any lien ranking prior to or on a parity with the lien of the Indenture with respect to any of the Trust Estate or terminate the lien of the Indenture on any property at any time subject thereto or deprive the owner of any Bond of the security afforded by the lien of the Indenture.

The Trustee in its discretion may determine whether or not any Bonds would be affected by any Supplemental Indenture and any such determination shall be conclusive upon the City and the bondowners, whether theretofore or thereafter authenticated and delivered under the Indenture. The Trustee shall not be liable for any such determination made in good faith.

A Supplemental Indenture shall not be effective unless and until there shall have been filed with the Trustee (a) an Opinion of Counsel stating that the execution and delivery of such Supplemental Indenture is authorized or permitted by the Indenture and the Act, complies with the respective terms thereof, and is valid and binding upon the City and enforceable in accordance with its terms, and (b) an Opinion of Bond Counsel to the effect that such Supplemental Indenture will not adversely affect the exclusion of interest on any Tax-Exempt Bonds from federal income taxation.

Execution of Supplemental Indentures

In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by the Indenture or the modification thereby of the trusts created by the Indenture, the Trustee and the City shall be entitled to receive, and, subject to the Indenture, shall be fully protected in relying upon, an Opinion of Bond Counsel addressed and delivered to the Trustee and the City stating that the execution of such Supplemental Indenture is permitted by and in compliance with the Indenture and the Act, and will, upon the execution and delivery thereof, be valid and binding upon the City in accordance with its terms, and that the execution and delivery thereof will not adversely affect the exclusion of interest on any Tax-Exempt Bonds from gross income for federal income tax purposes. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's own rights, duties or immunities under the Indenture or otherwise.

Payment, Discharge and Defeasance of Bonds

Bonds will be deemed to be paid and discharged and no longer Outstanding under the Indenture and will cease to be entitled to any lien, benefit or security of the Indenture if the City shall pay or provide for the payment of such Bonds in any one or more of the following ways:

(a) by paying or causing to be paid the principal of, Accreted Value, redemption premium, if any, and interest on such Bonds, as and when the same become due and payable;

(b) by delivering such Bonds to the Trustee for cancellation; or

(c) by depositing in trust with the Trustee or other Paying Agent moneys and Defeasance Obligations in an amount, together with the income or increment to accrue thereon, without consideration of any reinvestment thereof, sufficient to pay or redeem (when redeemable) and discharge the indebtedness on such Bonds at or before their respective maturity or redemption dates (including the payment of the principal of, Accreted Value, redemption

premium, if any, and interest payable on such Bonds to the maturity or redemption date thereof); provided that, if any such Bonds are to be redeemed prior to the maturity thereof, irrevocable notice of such redemption is given in accordance with the requirements of the Indenture or provision satisfactory to the Trustee is made for the giving of such notice.

The Bonds may be defeased in advance of their maturity or redemption dates only with Defeasance Obligations pursuant to subsection (c) above, subject to receipt by the Trustee and Credit Enhancer, if any, of (1) a verification report in form and substance satisfactory to the Trustee and Credit Enhancer, if any, prepared by independent certified public accountants, or other verification agent, satisfactory to the Trustee and the Credit Enhancer, if any, and (2) an Opinion of Bond Counsel addressed and delivered to the Trustee and Credit Enhancer, if any, in form and substance satisfactory to the Trustee and Credit Enhancer, if any, to the effect that the payment of the principal of, Accreted Value, redemption premium, if any, and interest on all of the Bonds then Outstanding and any and all other amounts required to be paid under the provisions of the Indenture has been provided for in the manner set forth in the Indenture and to the effect that so providing for the payment of any Bonds will not cause the interest on any Tax-Exempt Bond to be included in gross income for federal income tax purposes, notwithstanding the satisfaction and discharge of the Indenture.

The foregoing notwithstanding, the liability of the City in respect of such Bonds shall continue, but the owners thereof shall thereafter be entitled to payment only out of the moneys and Defeasance Obligations deposited with the Trustee as aforesaid.

Moneys and Defeasance Obligations so deposited with the Trustee pursuant to the Indenture shall not be a part of the Trust Estate but shall constitute a separate trust fund for the benefit of the Persons entitled thereto. Such moneys and Defeasance Obligations shall be applied by the Trustee to the payment (either directly or through any Paying Agent, as the Trustee may determine) to the Persons entitled thereto, of the principal of, Accreted Value, redemption premium, if any, and interest for whose payment such moneys and Defeasance Obligations have been deposited with the Trustee.

Satisfaction and Discharge of Indenture

The Indenture and the lien, rights and interests created by the Indenture shall cease, determine and become null and void (except as to any surviving rights of transfer or exchange of Bonds provided for in the Indenture) if the following conditions are met:

(a) the principal of, Accreted Value, redemption premium, if any, and interest on all Bonds has been paid or is deemed to be paid and discharged by meeting the conditions of the Indenture;

(b) all other sums payable under the Indenture with respect to the Bonds are paid or provision satisfactory to the Trustee is made for such payment; and

(c) the Trustee receives an Opinion of Counsel to the effect that all conditions precedent in the Indenture to the satisfaction and discharge of the Indenture have been complied with.

Thereupon, the Trustee shall execute and deliver to the City a termination statement and such instruments of satisfaction and discharge of the Indenture as may be necessary and shall pay, assign, transfer and deliver to the City, or other Persons entitled thereto, all moneys, securities and other property then held by it under the Indenture as a part of the Trust Estate, other than moneys or Defeasance

Obligations held in trust by the Trustee as provided in the Indenture for the payment of the principal of, Accreted Value, redemption premium, if any, and interest on the Bonds.

Notwithstanding anything in the Indenture to the contrary, in the event that the principal, Accreted Value and/or interest due on a series of Bonds shall be paid by the Credit Enhancer pursuant to the Credit Enhancement, such Bonds shall remain Outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid, and all covenants, agreements and other obligations of the Trustee to the registered owners shall continue to exist and shall run to the benefit of the Credit Enhancer, and the Credit Enhancer shall be subrogated to the rights of such registered owners.

Rights Retained After Discharge

Notwithstanding the satisfaction and discharge of the Indenture, the rights of the Trustee under the Indenture shall survive, and the Trustee shall retain such rights, powers and duties under the Indenture as may be necessary and convenient for the payment of amounts due or to become due on the Bonds and the registration, transfer and exchange of Bonds as provided in the Indenture. Nevertheless, any moneys held by the Trustee or any Paying Agent for the payment of the principal of, Accreted Value, redemption premium, if any, or interest on any Bond remaining unclaimed for two years after the principal and Accreted Value of all Bonds has become due and payable, whether at maturity or upon proceedings for redemption as provided in the Indenture, shall then be paid as provided in the Indenture and all liability of the Trustee or any Paying Agent or the City with respect to such moneys shall thereupon cease.

Credit Enhancement

Each Supplemental Indenture authorizing the issuance of a series of Bonds secured by a Credit Enhancement shall contain provisions relating to such Credit Enhancement, including the procedures for the payment of the principal of, Accreted Value and interest on such series of Bonds pursuant to such Credit Enhancement, any additional notices to be provided to the Credit Enhancer, any control over remedies given to the Credit Enhancer, any consent rights given to the Credit Enhancer, any rights of the Credit Enhancer to remove the Trustee, any rights of access of the Credit Enhancer to information, books and records, and any additional rights to be provided to the Credit Enhancer. *The Series 2026 Bonds described in this Official Statement are not payable from any Credit Enhancement.*

Immunity of Officers, Directors, Members, Employees and Agents of City

No recourse shall be had for the payment of the principal of, Accreted Value or redemption premium, if any, or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in the Indenture against any past, present or future officer, director, member, employee or agent (including any municipal advisor, consultant, structuring agent or escrow agent) of the City, or of any successor public corporation, either directly or through the City or any successor public corporation, under any rule of law or equity, statute or constitution, or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, directors, members, employees or agents (including any municipal advisors, consultants, structuring agents or escrow agents) as such is expressly waived and released as a condition of and consideration for the execution of the Indenture and the issuance of Bonds.

Limitation on City Obligations

Any other term or provision in the Indenture or in any other Financing Documents or elsewhere to the contrary notwithstanding:

(a) Any and all obligations (including without limitation, fees, claims, demands, payments, damages, liabilities, penalties, assessments and the like) of or imposed upon the City or its members, officers, agents, employees, representatives, advisors or assigns, whether under the Indenture or any of the other Financing Documents or elsewhere and whether arising out of or based upon a claim or claims of tort, contract, misrepresentation, or any other or additional legal theory or theories whatsoever (collectively the "Obligations"), shall in all events be absolutely limited obligations and liabilities, payable solely out of the following, if any, available at the time the Obligation in question is asserted:

(1) Bond proceeds and investments therefrom; and

(2) the Revenues pledged under the Indenture (including the Trust Estate to the extent provided in the Indenture);

(the above provisions (1) and (2) being collectively referred to as the "exclusive sources of the Obligations").

(b) The Obligations shall not be deemed to constitute a debt or liability of the City within the meaning of any state constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the City, but shall be payable solely from and out of the exclusive sources of the Obligations and shall otherwise impose no liability whatsoever, primary or otherwise, upon the City or any charge upon their general credit or taxing power.

(c) In no event shall any member, officer, agent, employee, representative or advisor of the City, or any successor or assign of any such person or entity, be liable, personally or otherwise, for any Obligation.

(d) In no event shall the Indenture be construed as:

(1) depriving the City of any right or privilege; or

(2) requiring the City or any member, officer, agent, employee, representative or advisor of the City to take or omit to take, or to permit or suffer the taking of, any action by itself or by anyone else;

which deprivation or requirement would violate or result in the City's being in violation of the Act or any other applicable state or federal law.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

[THIS PAGE INTENTIONALLY LEFT BLANK]

APPENDIX B

TAX DISTRIBUTION AGREEMENT

[THIS PAGE INTENTIONALLY LEFT BLANK]

AMENDED AND RESTATED
TAX DISTRIBUTION AGREEMENT

DODGE CITY STAR BOND DISTRICT – HERITAGE PROJECT AREA

Dated as of [Dated Date]

Among

THE CITY OF DODGE CITY, KANSAS,

SECURITY BANK OF KANSAS CITY,
as Trustee

TREASURER OF THE STATE OF KANSAS,

and

SECURITY BANK OF KANSAS CITY,
as Escrow Agent

TAX DISTRIBUTION AGREEMENT

Page

ARTICLE I DEFINITIONS

Section 101. Definitions of Words and Terms. 3
Section 102. Rules of Construction. 8

ARTICLE II COLLECTION OF TAX REVENUES; REPORTING REQUIREMENTS

Section 201. Collection of City Tax Revenues; Reporting by the Department. 9
Section 202. Reporting of City Tax Revenues by Retailers. 9
Section 203. Collection of State Tax Revenues; Reporting by the Department. 9
Section 204. Reporting of State Tax Revenues by Retailers. 10
Section 205. Information to be Provided to Escrow Agent. 10
Section 206. Semi-Annual Report to City. 10
Section 207. Confidentiality of Tax Information and Identity of Certain Bondowners. 11

ARTICLE III CREATION OF ESCROW FUND; REMITTANCE OF INCREMENTAL TAX REVENUES TO ESCROW AGENT

Section 301. Establishment of Escrow Fund. 11
Section 302. Remittance of Incremental City Tax Revenues to Escrow Agent; Deposit Into Escrow Fund. 11
Section 303. Application of Moneys in City Bond Finance Fund. 11
Section 304. Allocation of Incremental State Tax Revenues and Incremental City Tax Revenues. 13
Section 305. Investment of Moneys. 13

ARTICLE IV APPLICATION OF MONEYS ON DEPOSIT IN THE ESCROW FUND

Section 401. Application of Incremental Tax Revenues in Escrow Fund Prior to Each Interest Payment Date. 14
Section 402. Application of Incremental City Tax Revenues to Payment of Certain Fees. 15
Section 403. Limitation on Tax Revenues to be Transferred to Trustee in the Event that a Series of Bonds Will be Paid in Full on an Interest Payment Date. 16

ARTICLE V THE ESCROW AGENT

Section 501. Duties of Escrow Agent. 16
Section 502. Certain Rights of Escrow Agent. 17
Section 503. Compensation. 17
Section 504. Corporate Escrow Agent Required; Eligibility. 18
Section 505. Resignation and Removal of Escrow Agent. 18
Section 506. Appointment of Successor Escrow Agent. 19
Section 507. Acceptance of Appointment by Successor Escrow Agent. 19
Section 508. Merger, Consolidation and Succession to Business. 19
Section 509. Representations of the Escrow Agent. 19

ARTICLE VI MISCELLANEOUS PROVISIONS

Section 601. Non-Business Days. 20

Section 602. Notices. **20**
Section 603. Amendments. **21**
Section 604. Governing Law. **22**
Section 605. Severability. **22**
Section 606. Binding Effect; Benefit of Tax Distribution Agreement. **22**
Section 607. Electronic Transactions. **22**
Section 608. Execution in Counterparts. **22**

Exhibit A – 2026 STAR Bond District Legal Descriptions

AMENDED AND RESTATED TAX DISTRIBUTION AGREEMENT

This **AMENDED AND RESTATED TAX DISTRIBUTION AGREEMENT** (the "Tax Distribution Agreement") is entered into as of [Dated Date], among **THE CITY OF DODGE CITY, KANSAS**, a municipal corporation and political subdivision duly organized and existing under the laws of the State of Kansas (the "City"), **SECURITY BANK OF KANSAS CITY**, a state banking corporation duly organized and existing under the laws of the State of Kansas, as trustee under the herein described Indenture (the "Trustee"), the **TREASURER OF THE STATE OF KANSAS** (the "State Treasurer") and **SECURITY BANK OF KANSAS CITY**, a state banking corporation duly organized and existing under the laws of the State of Kansas, acting as escrow agent hereunder for the benefit of the Trustee (the "Escrow Agent").

RECITALS

1. Pursuant to K.S.A. 12-17,160 *et seq*. (the "Act"), the City is authorized to create a STAR bond project district within an eligible area of the City for certain purposes set forth in the Act.

2. On February 6, 2012, the City Commission (the "Governing Body") of the City adopted Resolution No. 2012-05 establishing its intent to create a STAR bond project district within the City (the "Original STAR Bond District") and setting a date for a public hearing with respect thereto.

3. On February 14, 2012, the Secretary of Commerce of the State of Kansas (the "Secretary") determined that the Original STAR Bond District is an "eligible area" under provisions of the Act.

4. Pursuant to the provisions of the Act, and following a public hearing, on March 19, 2012, the Governing Body adopted Ordinance No. 3527 which created the Original STAR Bond District. The Original STAR Bond District contained two project areas known as the "Heritage Area" and the "Entertainment Area."

5. Pursuant to the provisions of the Act, the approval of the Secretary and Ordinance No. 3594, passed on October 23, 2014, the City expanded the Original STAR Bond District by including approximately 25 acres of additional real property in the Heritage Area (collectively with the Original STAR Bond District, the "2014 STAR Bond District") and adopted a substantial change to the STAR Bond District Plan.

6. The City prepared the STAR Bond Project Plan for the Heritage Area dated March 10, 2015 (the "2015 Heritage Area Project Plan") in consultation with the City's Planning Commission, which 2015 Heritage Area Project Plan provided for the redevelopment of the Heritage Area of the 2014 STAR Bond District (the "2015 Heritage Area Project"). Pursuant to the provisions of the Act, and following a public hearing, on April 20, 2015, the Governing Body passed Ordinance No. 3605 adopting the 2015 Heritage Area Project Plan.

7. On July 8, 2015, the Secretary: (a) determined that the 2014 STAR Bond District is an "eligible area" under the Act, (b) approved the 2015 Heritage Area Project as a "STAR bond project" within the meaning of the Act, and (c) approved the issuance of up to $14,642,244 (exclusive of approved financing costs) of STAR Bonds to be issued to finance the 2015 Heritage Area Project.

8. On December 22, 2015, the City issued Sales Tax Special Obligation Revenue Bonds (Heritage Project Area), Series 2015 (the "Series 2015 Bonds") in the original principal amount of $13,150,000 for the purpose providing funds to: (a) finance a portion of the costs of the 2015 Heritage Area Project, (b) fund a deposit to the debt service reserve fund for the Series 2015 Bonds, (c) fund a deposit to the capitalized interest fund for the Series 2015 Bonds, and (d) pay certain costs of issuance of the Series 2015 Bonds. In connection with the issuance of the Series 2015 Bonds, the City, the Trustee, the State Treasurer, and the Escrow Agent entered into a Tax Distribution Agreement, dated as of December 1, 2015 (the "Original Distribution Agreement").

9. Pursuant to the provisions of the Act, the approval of the Secretary and Ordinance No. 3650, passed on February 3, 2017, the City added approximately 219 acres of real property to the 2014 STAR Bond District (the "Power Center Area," and collectively with the 2014 STAR Bond District, the "2017 STAR Bond District") and approved an amended STAR Bond Project District Plan.

10. Pursuant to the provisions of the Act, the approval of the Secretary and Ordinance No. 3684, passed on April 23, 2018, the City removed certain property consisting of approximately 184 acres from the Power Center Area of the 2017 STAR Bond District (this removal from the 2017 STAR Bond District results in the current boundaries of the "Power Center Area" and the STAR bond project district known as the "2018 STAR Bond District") and approved an amended STAR Bond Project District Plan.

11. The City prepared the STAR Bond Project Plan for the Power Center Area dated May 3, 2018 (the "2018 Power Center Area Project Plan") in consultation with the City's Planning Commission, which 2018 Power Center Area Project Plan provided for the redevelopment of the Power Center Area of the 2018 STAR Bond District as described therein (the "2018 Power Center Area Project"). Pursuant to the provisions of the Act, and following a public hearing, on June 11, 2018, the Governing Body passed Ordinance No. 3688 adopting the 2018 Power Center Area Project Plan.

12. On June 11, 2018, the Secretary: (a) determined that the 2018 STAR Bond District is an "eligible area" under the Act, (b) approved the 2018 Power Center Area Project as a "STAR bond project" within the meaning of the Act, and (c) approved the issuance of up to $14,926,949 (exclusive of approved financing costs) of STAR bonds to be issued to finance the 2018 Power Center Area Project.

13. On December 11, 2018, the City issued Special Obligation Revenue Bonds (Power Center Project Area), Series 2018 (the "Series 2018 Bonds") in the original principal amount of $15,690,000 for the purpose providing funds to: (a) finance a portion of the costs of the 2018 Power Center Area Project, (b) fund a deposit to the debt service reserve fund for the Series 2018 Bonds, (c) fund a deposit to the capitalized interest fund for the Series 2018 Bonds, and (d) pay certain costs of issuance of the Series 2018 Bonds.

14. Pursuant to the provisions of the Act, the approval of the Secretary and Ordinance No. 3842, passed on April 20, 2026, the City added certain property to the 2018 STAR Bond District, specifically the Heritage Area, to include certain property located near the existing boundaries of the Heritage Area in order to provide a site for construction of additional public infrastructure and development of a hotel facility and related attractions to the Heritage Area (the "2026 Heritage Area Addition," and collectively with the 2018 STAR Bond District, the "2026 STAR Bond District") and approved an amended STAR Bond Project District Plan.

15. The City prepared an amendment to the 2015 Heritage Area Project Plan for the 2026 Heritage Area Addition dated June 15, 2026 (the "2026 Heritage Area Addition Project Plan

Amendment"), which modified the scope of the 2015 Heritage Area Project Plan and provided for additional improvements as described in the 2026 Heritage Area Addition Project Plan Amendment (the "2026 Heritage Area Addition Project"). Pursuant to the provisions of the Act, and following a public hearing, on June 25, 2026, the Governing Body passed Ordinance No. 3844 adopting the 2026 Heritage Area Addition Project Plan Amendment.

16. On August 13, 2026, the Secretary: (a) determined that the 2026 STAR Bond District is an "eligible area" under the Act, (b) found and determined that the 2026 Heritage Area Addition Project includes a major commercial entertainment and tourism area and is a rural redevelopment project, and approved the 2026 Heritage Area Addition Project as a "STAR bond project" within the meaning of the Act, and (c) approved the issuance of up to $20,872,375 (exclusive of approved financing costs) of STAR bonds to be issued to finance the 2026 Heritage Area Addition Project.

17. The City is authorized under the Act to issue special obligation bonds for the purpose of implementing the 2026 Heritage Area Addition Project Plan Amendment.

18. Pursuant to the Act, Ordinance No. [____] duly passed by the Governing Body on [_____, 2026] (the "Bond Ordinance"), and a Bond Trust Indenture, dated [Dated Date], between the City and the Trustee (the "Indenture"), the City has determined to issue a series of special obligation revenue bonds hereunder in the original principal amount of $[Principal Amount] to be designated "Sales Tax Special Obligation Revenue Bonds (Heritage Project Area), Series 2026" (the "Series 2026 Bonds," as more fully described herein) for the purpose of providing funds to: (a) finance a portion of the costs of the 2026 Heritage Area Addition Project, (b) fund a deposit to the Debt Service Reserve Fund, and (c) pay certain costs related to the issuance of the Series 2026 Bonds.

19. The City, the Trustee, the State Treasurer and the Escrow Agent now desire to enter into this amended and restated Tax Distribution Agreement to modify, amend and restate the Original Distribution Agreement in order to set forth procedures for the collection and distribution of certain tax revenues to pay the principal of, Accreted Value, redemption premium, if any, and interest on the Series 2026 Bonds and any other bonds that may be issued by the City in the future pursuant to the Indenture.

AGREEMENT

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. For all purposes of this Tax Distribution Agreement, except as otherwise provided or unless the context otherwise requires, the following words and terms used in this Tax Distribution Agreement shall have the following meanings:

"**Accreted Value**" shall have the meaning given such term in the Indenture.

"**Act**" means K.S.A. 12-17,160 *et seq.*, as amended and supplemented from time to time.

"**Base Year**" means: (a) with respect to the Original STAR Bond District, the 12-month period from March 1, 2011, to February 28, 2012; (b) with respect to the 2014 STAR Bond District expansion to the Heritage Area, the 12-month period from October 1, 2013, to September 30, 2014; and (c) with

respect to the 2026 Heritage Area Addition to the Heritage Area, the 12-month period from April 1, 2025, to March 31, 2026.

"**Base Year City Tax Revenues**" means: (a) with respect to the Original STAR Bond District and the 2014 STAR Bond District expansion to the Heritage Area, the amount of $138,977.41; and (b) with respect to the 2026 Heritage Area Addition to the Heritage Area, the amount of $1,523.00.

"**Base Year State Tax Revenues**" means: (a) with respect to the Original STAR Bond District and the 2014 STAR Bond District expansion to the Heritage Area, the amount of $1,073,016.21; and (b) with respect to the 2026 Heritage Area Addition to the Heritage Area, the amount of $7,747.00.

"Bond Obligation" means, as of any date, the sum of (a) the Outstanding principal amount of the Current Interest Bonds and (b) the Accreted Value (as of the Interest Payment Date immediately preceding the date of calculation unless the date of calculation is an Interest Payment Date, in which case as of such Interest Payment Date) of Outstanding Capital Appreciation Bonds.

"**Bonds**" means the Series 2026 Bonds and any Additional Bonds (as defined in the Indenture) issued under the Indenture.

"**Business Day**" means a day on which the State Treasurer, the Escrow Agent and the Trustee shall be scheduled in the normal course of their respective operations to be open for the conduct of regular business.

"City" means the City of Dodge City, Kansas created pursuant to the laws of the State, and its successors and assigns or any, body, agency or instrumentality succeeding to or charged with the powers, duties and functions of the City.

"**City Bond Finance Fund**" means the account relating to the Project Area created within the City Bond Finance Fund created by K.S.A. 79-3620b, as amended, and established with the State Treasurer.

"City Continuing Disclosure Undertaking" means the City's Continuing Disclosure Undertaking, dated as of [Dated Date] delivered by the City, as may be from time to time amended in accordance with the provisions thereof.

"**City Percentage**" means the percentage produced by the following formula:

$$CP = \frac{x}{x + y}$$

where

CP = City Percentage.

x = the sum of (i) 1.00, or the then currently applicable city retail sales tax percentage that is not specifically dedicated to other uses by election of voters plus (ii) 0.278, or the portion of the City retail sales tax percentage then currently allocated to the City pursuant to K.S.A. 12-192, as amended from retail sales and use taxes levied by Ford County, Kansas pursuant to K.S.A. 12-187 *et seq*, as amended.

y = 6.50, or the then currently applicable statewide retailers sales tax percentage pursuant to K.S.A. 79-3601 *et seq.*, as amended.

"**City Representative**" means the Mayor, City Manager or Director of Finance of the City, and any other duly authorized officer of the City whose authority to execute any particular instrument or take a particular action under this Tax Distribution Agreement shall be evidenced to the satisfaction of the Escrow Agent.

"**City Sales Tax Revenues**" means gross receipts of the City under K.S.A. 12-187 *et seq.*, as amended, and K.S.A. 12-198, as amended, from: (a) the portion of the city retail sales and compensating use taxes that is not committed to other uses by election of voters (currently 1% from the total 1.5% imposed by the City), and any successor taxes thereto; and (b) the City's portion (currently 0.278%) of the countywide retail sales and compensating use taxes that is not committed to other uses by election of voters (currently 0.50% of the City's portion of the total 1.0% imposed by the County) and any successor taxes thereto, in each case with respect to retail sales within the Project Area as follows: (i) with respect to the Original STAR Bond District and the 2014 STAR Bond District expansion to the Heritage Area, to the extent such amounts are on deposit with the State Treasurer on or before April 30, 2035, and available for distribution to the Escrow Agent; and (ii) with respect to the 2026 Heritage Area Addition to the Heritage Area, to the extent such amounts are on deposit with the State Treasurer on or before December 31, 2046, and available for distribution to the Escrow Agent. City Sales Tax Revenues shall be based on tax revenues received by the City from sales occurring within the Project Area, after taking into account applicable destination-based sourcing rules of the State.

"**City Tax Revenues**" means, collectively, the City Sales Tax Revenues and the City Transient Guest Tax Revenues.

"**City Transient Guest Tax Payments**" means the gross collections of the State under the City Transient Guest Tax Statute from the transient guest tax (currently 8.0%) with respect to sleeping accommodations in any hotel, motel or tourist court located within the Project Area.

"**City Transient Guest Tax Revenues**" means gross receipts of the City under the City Transient Guest Tax Statute, from the transient guest tax (currently 7.84%), based upon the current tax rate of 8.0% less the administrative fee retained by the State on such amount as provided in the City Transient Guest Tax Statute (currently 2%), with respect to sleeping accommodations in any hotel, motel or tourist court located within the Project Area.

"**City Transient Guest Tax Statute**" means K.S.A. 12-1696 *et seq.*, as amended by Charter Ordinance No. 28 adopted by the governing body of the City on February 18, 1991, as amended by Charter Ordinance No. 37 adopted by the governing body of the City on April 1, 2013, as further amended and supplemented from time to time.

"Continuing Disclosure Agreement" means each Continuing Disclosure Undertaking of the City or Continuing Disclosure Agreement between a Disclosure Party (as defined in the Indenture) and a Dissemination Agent relating to a series of Bonds, as amended and supplemented from time to time.

"County" means Ford County, Kansas.

"**Debt Service Reserve Accounts**" means the Debt Service Reserve Accounts established under the Indenture with respect to the Bonds.

"**Debt Service Reserve Requirement**" shall have the meaning given such term in the Indenture.

"**Department**" means the Department of Revenue of the State of Kansas.

"**Dissemination Agents**" means, collectively, each corporation or association serving as dissemination agent from time to time under a Continuing Disclosure Agreement.

"**Escrow Agent**" means Security Bank of Kansas City, and its successor or successors at the time acting as escrow agent under this Tax Distribution Agreement.

"**Escrow Fund**" means the "Incremental Tax Revenues Escrow Fund – Heritage Project Area" created pursuant to **Section 301**.

"Heritage Area" means the Heritage Area located in the City's historic downtown and part of the Original STAR Bond District, as described in the Indenture.

"**Incremental City Tax Revenues**" means:

(a) With respect to the Original STAR Bond District and the 2014 STAR Bond District expansion to the Heritage Area:

(1) with respect to calendar year 2015, the difference between (i) the City Tax Revenues received by the City during the period from May 1, 2015 through December 31, 2015 and (ii) the Base Year City Tax Revenues; and

(2) with respect to each calendar year commencing on and after January 1, 2016, the difference between (i) City Tax Revenues received by the City during such calendar year and (ii) the Base Year City Tax Revenues; and

(b) With respect to the 2026 Heritage Area Addition to the Heritage Area, the difference between (1) City Tax Revenues for such calendar year and (2) the Base Year City Tax Revenues.

"**Incremental State Tax Revenues**" means:

(a) With respect to the Original STAR Bond District and the 2014 STAR Bond District expansion to the Heritage Area:

(1) with respect to calendar year 2015, the difference between (i) the State Tax Revenues received by the State during the period from May 1, 2015 through December 31, 2015 and (ii) the Base Year State Tax Revenues; and

(2) with respect to each calendar year commencing on and after January 1, 2016, the difference between (i) State Tax Revenues received by the State during such calendar year with respect to the Project Area and (ii) the Base Year State Tax Revenues; and

(b) With respect to the 2026 Heritage Area Addition to the Heritage Area, the difference between (1) State Tax Revenues for such calendar year and (2) the Base Year State Tax Revenues.

(c) the State Available Revenues.

"**Incremental Tax Revenues**" means collectively the Incremental City Tax Revenues and Incremental State Tax Revenues.

"**Indenture**" means the Bond Trust Indenture dated as of [Dated Date], between the City and the Trustee, as amended and supplemented from time to time, pursuant to which the Series 2026 Bonds were issued.

"**Interest Payment Date**" means each June 1 and December 1, commencing December 1, 2026.

"**Internal Revenue Code**" means the Internal Revenue Code of 1986, as amended, and, when appropriate, any statutory predecessor or successor thereto, and all applicable regulations (whether proposed, temporary or final) thereunder and any applicable official rulings, announcements, notices, procedures and judicial determinations relating to the foregoing.

"**Original Distribution Agreement**" means the Tax Distribution Agreement, dated as of December 1, 2015, among the City, the Trustee, the State Treasurer and the Escrow Agent, relating to the collection and distribution of City Tax Revenues and State Tax Revenues, as amended and supplemented from time to time.

"Original STAR Bond District" means the Original STAR Bond District described in the Recitals to this Tax Distribution Agreement.

"Project Area" means collectively the Heritage Area and the 2026 Heritage Area Addition described in the STAR Bond District Plan, which is described in the Indenture.

"**Rebate Analyst**" means any firm engaged by the City to compute arbitrage rebate on any series of tax-exempt Bonds.

"**Series 2026 Bonds**" means the Sales Tax Special Obligation Revenue Bonds (Heritage Project Area), Series 2026, in the original principal amount of $[Principal Amount], issued by the City pursuant to the Indenture, and any bonds issued for the purpose of refunding such bonds that are identified in the trust indenture under which such refunding bonds are issued as being secured by the amounts required to be transferred to the Debt Service Account established with respect to the Series 2026 Bonds pursuant to this Tax Distribution Agreement.

"**State**" means the State of Kansas.

"**State Available Revenues**" means any funds appropriated by the State and available for payment of the Bonds.

"**State Percentage**" means the percentage produced by the following formula:

$$SP = \frac{y}{x + y}$$

where

SP = State Percentage,

x = the sum of (i) 1.00, or the then currently applicable city retail sales tax percentage that is not specifically dedicated to other uses by election of voters plus (ii) 0.278, or the portion of the City retail sales tax percentage then currently allocated to the City pursuant to K.S.A. 12-192, as amended from retail sales and

use taxes levied by Ford County, Kansas pursuant to K.S.A. 12-187 *et seq*, as amended.

y = 6.50, or the then currently applicable statewide retailers sales tax percentage pursuant to K.S.A. 79-3601 *et seq.*, as amended.

"**State Tax Revenues**" means gross receipts of the State from the taxes imposed by K.S.A. 79-3603, as amended, and K.S.A. 79-3703, as amended, with respect to retail sales within the Project Area (currently 6.50%), to the extent such amounts are transferred to the City Bond Finance Fund by the State Treasurer: (a) with respect to the Original STAR Bond District and the 2014 STAR Bond District expansion to the Heritage Area, to the extent such amounts are on deposit with the State Treasurer on or before April 30, 2035, and available for transfer to the City Bond Finance Fund; and (b) with respect to the 2026 Heritage Area Addition to the Heritage Area, to the extent such amounts are on deposit with the State Treasurer on or before December 31, 2046, and available for transfer to the City Bond Finance Fund. State Tax Revenues shall be based on tax revenues received by the State from sales occurring within the Project Area, which may include tax revenues sourced to other locations within the State under applicable destination-based sourcing rules of the State.

"**State Transfer Amount**" shall have the meaning set forth in **Section 303(c)(iii)** hereof.

"**State Treasurer**" means the State Treasurer of the State or, if the functions and duties of the State Treasurer under K.S.A. 79-3620, K.S.A. 79-3620b and K.S.A. 79-3710(d) shall be given by law to any other person or entity, such person or entity.

"**Tax Distribution Agreement**" means this Amended and Restated Tax Distribution Agreement dated as of [Dated Date], among the City, the Trustee, the State Treasurer and the Escrow Agent, relating to the collection and distribution of City Tax Revenues and State Tax Revenues, as amended and supplemented from time to time.

"**Tax Revenues**" means collectively City Tax Revenues and State Tax Revenues.

"**Trustee**" means Security Bank of Kansas City, Kansas City, Kansas, as trustee under the Indenture, and its successor or successors and any other corporation or association which at any time may be substituted in its place pursuant to and at the time serving as trustee under the Indenture.

"2014 STAR Bond District" means the 2014 STAR Bond District expansion to the Heritage Area described in the Recitals to this Tax Distribution Agreement.

"2026 Heritage Area Addition" means the 2026 Heritage Area Addition expansion to the Heritage Area described in the Recitals to this Tax Distribution Agreement.

Section 102. Rules of Construction. For all purposes of this Tax Distribution Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Tax Distribution Agreement:

(a) The terms defined in this Article include the plural as well as the singular.

(b) All references in this instrument to designated "Articles," "Sections" and other subdivisions are to be the designated Articles, Sections and other subdivisions of this instrument as originally executed.

(c) The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Tax Distribution Agreement as a whole and not to any particular Article, Section or other subdivision.

(d) The Article and section headings herein and in the Table of Contents are for convenience only and shall not affect the construction hereof.

ARTICLE II

COLLECTION OF TAX REVENUES; REPORTING REQUIREMENTS

Section 201. Collection of City Tax Revenues; Reporting by the Department. The Department, pursuant to K.S.A. 12-187 *et seq.*, as amended, is required to administer, enforce and collect all City Sales Tax Revenues and City Transient Guest Tax Payments from taxpayers doing business within the Project Area and to cause such City Sales Tax Revenues and City Transient Guest Tax Payments to be credited to the appropriate funds established with the State Treasurer in accordance with K.S.A. 12-189, as amended. The State Treasurer shall request that the Department determine and advise the State Treasurer and the Escrow Agent not later than the last Business Day of each calendar month of the total amount of City Sales Tax Revenues and City Transient Guest Tax Payments collected by the Department during the immediately preceding calendar month and the total amount of Incremental City Tax Revenues with respect to the immediately preceding calendar month. Upon receipt of this information by the State Treasurer, the State Treasurer shall remit the Incremental City Tax Revenues with respect to the immediately preceding calendar month to the Escrow Agent pursuant to **Section 302**. By way of example, no later than October 31 of each year: (a) as required by this **Section 201**, the Department shall determine and advise the State Treasurer and Escrow Agent of the total amount of City Tax Revenues received during the immediately preceding month of September and the total amount of Incremental City Tax Revenues with respect to such immediately preceding month of September, which Incremental City Tax Revenues will be derived primarily from sales and compensating use and utilization of sleeping accommodations within the Project Area during the immediately preceding month of August; and (b) as required by **Section 302**, the State Treasurer shall remit such Incremental City Tax Revenues received during the immediately preceding month of September to the Escrow Agent.

Section 202. Reporting of City Tax Revenues by Retailers. Pursuant to K.S.A. 12-189, each retailer that does business within the Project Area is required to submit to the Department, at the times specified in such statute, (i) City Sales Tax Revenues collected by such taxpayer and (ii) returns detailing the collection of such City Sales Tax Revenues. Pursuant to K.S.A. 12-1698, each business that levies and collects transient guest taxes pursuant to the City Transient Guest Tax Statute within the Project Area is required to submit to the Department, at the times specified in such statute, (A) City Transient Guest Tax Payments collected by such taxpayer and (B) returns detailing the collection of such City Transient Guest Tax Payments. The Escrow Agent also may request that the City request the Department to provide, and the Department shall provide if requested, information with respect to City Tax Revenues collected by any retailer that does business within the Project Area pursuant to the provisions of K.S.A. 12-17,174.

Section 203. Collection of State Tax Revenues; Reporting by the Department. The Department, pursuant to K.S.A. 79-3601 *et seq.*, as amended, and K.S.A. 79-3701 *et seq.*, is required to administer, enforce and collect all State Tax Revenues from taxpayers doing business within the Project Area and to cause the Incremental State Tax Revenues to be credited to the City Bond Finance Fund pursuant to K.S.A. 79-3620(d), as amended, and K.S.A. 79-3710(d), as amended, until the date upon which the aggregate amount deposited therein is equal to an amount sufficient to retire the principal of,

Accreted Value and interest on the Bonds. The State Treasurer shall request that the Department determine and advise the State Treasurer and the Escrow Agent not later than the last Business Day of each calendar month of the total amount of State Tax Revenues collected by the Department during the immediately preceding calendar month, the total amount of Incremental State Tax Revenues deposited into the City Bond Finance Fund during the immediately preceding calendar month and the balance in the City Bond Finance Fund at the close of business on the last day of the immediately preceding calendar month. By way of example, no later than October 31 of each year, the Department shall determine and advise the State Treasurer and Escrow Agent of the total amount of State Tax Revenues received during the immediately preceding month of September and the total amount of Incremental State Tax Revenues with respect to such immediately preceding month of September, which Incremental State Tax Revenues will be derived primarily from sales and compensating use within the Project Area during the immediately preceding month of August.

Section 204. Reporting of State Tax Revenues by Retailers. Pursuant to K.S.A. 79-3607 and 79-3706, each retailer that does business within the Project Area is required to submit to the Department, at the times specified in such statutes, (i) State Tax Revenues collected by such taxpayer and (ii) returns detailing the collection of such State Tax Revenues. The Escrow Agent also may request that the City request the Department to provide, and the Department shall provide if requested, information with respect to State Tax Revenues collected by any retailer that does business within the Project Area pursuant to the provisions of K.S.A. 12-17,174.

Section 205. Information to be Provided to Escrow Agent.

(a) *Notice Regarding Principal and Accreted Value Payments.* Each time any principal or Accreted Value is paid with respect to Bonds of any series, the applicable Trustee shall notify the Escrow Agent of the following within two (2) Business Days of such payment: (i) the date and amount of such payment; (ii) the outstanding principal amount or Accreted Value of such series of Bonds following such payment; and (iii) the schedule for payment of principal or Accreted Value and interest on such series of Bonds following such payment.

(b) *Notices Regarding Tax Rates*. The State Treasurer shall request that the Department promptly advise the State Treasurer, the Escrow Agent and the City of any adjustments in State or local retail sales or use tax rates applicable with respect to retail sales within the Project Area and any adjustments to the City's share of the countywide retail sales and use tax. The City shall promptly advise the Escrow Agent of any adjustments in the transient guest tax rates applicable to sleeping accommodations in hotels, motels and tourist courts located within the Project Area.

Section 206. Semi-Annual Report to City. Within 20 days after each June 1 and December 1, the Escrow Agent shall prepare and send to the City by first class mail or electronic mail, a report containing the amount of Incremental State Tax Revenues and Incremental City Tax Revenues received for the most recent semi-annual period ending June 1 or December 1, to be incorporated into the City's semi-annual continuing disclosure report in substantially the form set forth in Exhibit B to the Continuing Disclosure Undertaking.

Upon receipt of such report, (a) the City shall compare the amount of Incremental State Tax Revenues and Incremental City Tax Revenues received by the Escrow Agent as set forth in such report with the copies of tax returns detailing the collection of State Tax Revenues and City Tax Revenues received by the City from businesses operating within the Project Area during the same period, and (b) if any discrepancies exist, the City shall contact the Escrow Agent or the Department, as appropriate, to reconcile such discrepancies and ensure that all Incremental State Tax Revenues and Incremental City Tax Revenues received by the Department were properly applied and credited.

Section 207. Confidentiality of Tax Information and Identity of Certain Bondowners. The Escrow Agent hereby agrees that it shall not use or communicate, publish or disclose to any third party any sales, use or transient guest tax information of any individual taxpayer or group of less than five taxpayers for any purpose other than carrying out the Escrow Agent's obligations under this Tax Distribution Agreement, without the prior written consent of the individual taxpayer that submitted such tax information to the Department; provided, however, that such restriction on use and disclosure shall not apply to information that, in the opinion of counsel to the Escrow Agent, is required to be disclosed by applicable law, court order or other governmental authority.

ARTICLE III

CREATION OF ESCROW FUND; REMITTANCE OF INCREMENTAL TAX REVENUES TO ESCROW AGENT

Section 301. Establishment of Escrow Fund. The Escrow Agent has established, and ratifies and confirms, a special and irrevocable separate trust fund to be held in the custody of the Escrow Agent and designated as the "Incremental Tax Revenues Escrow Fund – Heritage Project Area" (the "Escrow Fund"). Moneys in the Escrow Fund shall be held in trust by the Escrow Agent and applied solely in accordance with the provisions of this Tax Distribution Agreement.

Section 302. Remittance of Incremental City Tax Revenues to Escrow Agent; Deposit Into Escrow Fund. The City hereby directs, and the State Treasurer hereby covenants and agrees, that all Incremental City Tax Revenues collected by the Department and credited to the appropriate funds established with the State Treasurer pursuant to **Section 201** shall be remitted directly to the Escrow Agent for deposit in the Escrow Fund monthly by not later than the last Business Day of the calendar month immediately succeeding the calendar month in which such amounts were collected. The Escrow Agent shall provide a monthly report to the City by not later than the 10th day of each month stating the amount of Incremental City Tax Revenues remitted to the Escrow Agent by the State Treasurer during the immediately preceding month and deposited to the Escrow Fund. By way of example, (a) no later than October 31 of each year the State Treasurer shall remit the Incremental City Tax Revenues received during the immediately preceding month of September to the Escrow Agent, which Incremental City Tax Revenues will be derived primarily from sales and compensating use and utilization of sleeping accommodations within the Project Area during the immediately preceding month of August; and (b) no later than November 10 of each year, the Escrow Agent shall provide a monthly report to the City stating the amount of such Incremental City Tax Revenues remitted to the Escrow Agent by the State Treasurer during the preceding month of October.

Section 303. Application of Moneys in City Bond Finance Fund.

(a) The State Treasurer shall cause the Incremental State Tax Revenues credited to the City Bond Finance Fund pursuant to K.S.A. 79-3620(d), as amended, and K.S.A. 79-3710(d), as amended, to be transferred semiannually to the Escrow Agent for deposit in the Escrow Fund to (i) pay or reimburse principal and Accreted Value of (whether by maturity, mandatory sinking fund redemption or Special Mandatory Redemption) and interest on any series of Bonds, or (ii) replenish any debt service reserve fund that was initially funded with Bond proceeds and was subsequently depleted in order to pay principal of, Accreted Value or interest on a series of Bonds (i.e., the Debt Service Reserve Accounts), all in accordance with this Tax Distribution Agreement. Moneys in the City Bond Finance Fund shall not be used to (A) pay the fees and expenses of the credit enhancers, if any, the Trustee, the Escrow Agent, the Dissemination Agents or the Rebate Analyst, (B) pay any premium payable on any Bonds upon the

redemption or purchase thereof or (C) pay any fees or other transaction costs relating to the redemption, purchase or defeasance of any Bonds. Interest earnings on amounts on deposit in the City Bond Finance Fund shall be transferred to the State general fund.

(b) On the 5th day of the month preceding each Interest Payment Date:

(i) The State Treasurer shall advise the Escrow Agent of the amount then on deposit in the City Bond Finance Fund.

(ii) The Trustee shall advise the Escrow Agent of the following: (A) the amount of any due and unpaid principal of, Accreted Value and interest on each series of Bonds issued under the Indenture; (B) the amount of principal of, Accreted Value and interest becoming due at maturity, Special Mandatory Redemption or upon mandatory sinking fund redemption on the upcoming Interest Payment Date on each series of Bonds issued under the Indenture (less any amounts that will be on deposit in the applicable Debt Service Accounts on such Interest Payment Date, after making transfers, if any, from the applicable Capitalized Interest Accounts established under the Indenture); and (C) the extent, if any, to which the amounts on deposit in each of the Debt Service Reserve Accounts established with respect to a series of Bonds issued under the Indenture is less than the Debt Service Reserve Requirement with respect to such series of Bonds.

(c) On or prior to the 10th day of the month preceding each Interest Payment Date, the Escrow Agent shall take the following actions:

(i) The Escrow Agent shall make a determination of the allocation and distribution on the upcoming Interest Payment Date of available Incremental Tax Revenues with respect to such upcoming Interest Payment Date pursuant to the provisions of **Section 401**.

(ii) The Escrow Agent shall advise the Trustee of the allocation and distribution of the moneys on deposit in the Escrow Fund on the upcoming Interest Payment Date, including each payment or transfer to be made on the upcoming Interest Payment Date with respect to Bonds. The Trustee shall in turn give notice of any redemption of Bonds issued pursuant to the trust indenture under which it serves as trustee to the owners of such Bonds as required by the provisions of such trust indenture.

(iii) The Escrow Agent shall advise the State Treasurer of the amount of Incremental State Tax Revenues on deposit in the City Bond Finance Fund to be transferred to the Escrow Agent for deposit in the Escrow Fund to pay or reimburse debt service on the Bonds on the upcoming Interest Payment Date (the "State Transfer Amount"). Such amount shall be equal to the lesser of (A) the amount on deposit in the City Bond Finance Fund on the 5th day of the month preceding each Interest Payment Date, and (B) the amount that will be used on the upcoming Interest Payment Date to pay or reimburse principal of, Accreted Value, and interest on the Bonds (whether by maturity, mandatory sinking fund redemption, Special Mandatory Redemption, optional redemption, defeasance or purchase) and to replenish any Debt Service Reserve Accounts pursuant to the provisions of **Section 401**.

(d) Not less than two (2) Business Days prior to each Interest Payment Date, the State Treasurer shall transfer the State Transfer Amount to the Escrow Agent for deposit in the appropriate accounts of the Escrow Fund.

(e) The Escrow Agent shall provide to the City, by not later than 20 days after each Interest Payment Date, a report stating the amount of the State Transfer Amount remitted by the State Treasurer prior to the upcoming Interest Payment Date and deposited to the Escrow Fund.

Section 304. Allocation of Incremental State Tax Revenues and Incremental City Tax Revenues. In making distributions of Incremental State Tax Revenues and Incremental City Tax Revenues pursuant to **Article IV**:

(a) *first*, all Incremental State Tax Revenues shall be allocated (i) *first*, to pay or reimburse principal and Accreted Value of (whether by maturity, mandatory sinking fund redemption, Special Mandatory Redemption, optional redemption, defeasance or purchase) and interest on Bonds and (ii) *second*, to replenish debt service reserve funds that were initially funded with Bond proceeds and were subsequently depleted in order to pay principal of, Accreted Value or interest on a series of Bonds (i.e., the Debt Service Reserve Accounts); and

(b) *second*, the Incremental City Tax Revenues and any investment earnings thereon shall be allocated (i) *first*, to pay the fees and expenses of each credit enhancer, if any, the Trustee, the Escrow Agent, the Dissemination Agents and the Rebate Analyst, (ii) *second*, to pay any premium payable on any Bonds upon the redemption or purchase thereof, (iii) *third*, to pay any fees or other transaction costs relating to the redemption, purchase or defeasance of any Bonds, (iv) *fourth*, to replenish debt service reserve funds that were initially funded with Bond proceeds and were subsequently depleted in order to pay principal of, Accreted Value or interest on a series of Bonds (i.e., the Debt Service Reserve Accounts) and (v) *fifth*, to pay or reimburse principal and Accreted Value of (whether by maturity, mandatory sinking fund redemption, Special Mandatory Redemption, optional redemption, defeasance or purchase) and interest on Bonds.

Section 305. Investment of Moneys. Moneys held in the Escrow Fund shall, pursuant to written directions of the City Representative, or in the absence of such direction at the discretion of the Escrow Agent, be invested and reinvested by the Escrow Agent in Permitted Investments (as defined in the Indenture) which mature or are subject to redemption by the owner thereof prior to the date such funds are expected to be used or transferred as provided in this Tax Distribution Agreement. The Escrow Agent may make any investments permitted by the provisions of this Section through its own bond department or short-term investment department or that of any affiliate of the Escrow Agent and may pool moneys for investment purposes. Any such Permitted Investments shall be held by or under the control of the Escrow Agent and shall be deemed at all times a part of the account in which such moneys are originally held.

The interest accruing on the Escrow Fund and any profit realized from such Permitted Investments shall be credited to the Escrow Fund and any loss from such Permitted Investment shall be charged to the Escrow Fund. The Escrow Agent shall sell or present for redemption and reduce to cash a sufficient amount of Permitted Investments whenever it shall be necessary to use or transfer moneys in any account pursuant to the provisions of this Tax Distribution Agreement and the Escrow Agent shall not be liable for any loss resulting from such investments.

ARTICLE IV

APPLICATION OF MONEYS ON DEPOSIT IN THE ESCROW FUND

Section 401. Application of Incremental Tax Revenues in Escrow Fund Prior to Each Interest Payment Date. Not less than one (1) Business Day prior to each Interest Payment Date, the Escrow Agent shall allocate and distribute Incremental Tax Revenues on deposit in the Escrow Fund in the following order of priority:

(a) *Debt Service*. The Escrow Agent shall transfer to the Trustee, for deposit in the applicable Debt Service Accounts established with respect to the Bonds under the Indenture, an amount equal to the sum of (i) the amount of any due and unpaid principal of, Accreted Value and interest on the Bonds (the "Past Due Debt Service"), plus (ii) the amount of principal of, Accreted Value and interest becoming due on the upcoming Interest Payment Date on the Bonds, less any amounts then on deposit in such Debt Service Accounts and any applicable Capitalized Interest Accounts, in accordance with the provisions of the Indenture (the "Current Debt Service"). Such amount shall be applied by the Trustee *first*, to the payment of Past Due Debt Service, and *second*, to the payment of Current Debt Service.

(b) *Replenishing of Debt Service Reserve Accounts*. If and to the extent there are moneys remaining in the Escrow Fund after the transfers required under subsection (a) of this **Section 401** have been made, the Escrow Agent shall transfer to the Trustee, for deposit in the applicable Debt Service Reserve Accounts established with respect to the Bonds under the Indenture, an amount equal to the amount, if any, necessary to be deposited in such Debt Service Reserve Accounts in order to cause the aggregate amount on deposit in such Debt Service Reserve Accounts as of the close of business on the upcoming Interest Payment Date to be equal to the aggregate Debt Service Reserve Requirement with respect to the Bonds (or, if applicable, to reimburse the provider of a surety bond or other credit facility satisfying the Debt Service Reserve Requirement with respect to Bonds for a prior payment of debt service on such Bonds).

(c) *Reserve for Next Scheduled Debt Service Payment*. If and to the extent there are moneys remaining in the Escrow Fund after the transfers required under subsections (a) and (b) of this **Section 401** have been made, the Escrow Agent shall determine the aggregate scheduled principal and Accreted Value payments (whether at maturity or upon mandatory sinking fund redemption) and interest payments required to be made with respect to the Bonds pursuant to the terms of the Indenture on the next succeeding Interest Payment Date (*i.e.*, the Interest Payment Date immediately succeeding the upcoming Interest Payment Date), less any amounts then on deposit in the applicable Debt Service Accounts and Capitalized Interest Accounts established with respect to the Bonds under the Indenture (the "Next Scheduled Debt Service Payment") and shall reserve in the Escrow Fund (or, with respect to the State Percentage of the hereinafter defined Reserved Revenues, in the City Bond Finance Fund, as provided in the last sentence of this subsection (c)) an aggregate amount (the "Reserved Revenues") equal to the Next Scheduled Debt Service Payment. An amount equal to the State Percentage of the Reserved Revenues shall be retained in the City Bond Finance Fund until the next succeeding Interest Payment Date (*i.e.*, the Interest Payment Date immediately succeeding the upcoming Interest Payment Date) and an amount equal to the City Percentage of the Reserved Revenues shall be retained in the Escrow Fund until such next succeeding Interest Payment Date, at which time the Reserved Revenues shall be applied along with other amounts on deposit in the Escrow Fund as provided in this **Section 401**.

Notwithstanding anything to the contrary in this subsection (c), if the Bonds of a particular series would be paid in full on the upcoming Interest Payment Date if the portion of the Reserved Revenues allocable to such series of Bonds were available to be applied to the redemption of such Bonds pursuant to the provisions of this **Section 401** on the upcoming Interest Payment Date, then the Escrow Agent shall

transfer to the Trustee the portion of the Reserved Revenues allocable to such series of Bonds that is needed to pay such series of Bonds in full, which amount shall be applied to the redemption of such Bonds in accordance with the applicable subsection of this **Section 401**.

(d) *Special Mandatory Redemption of Bonds on the Upcoming Interest Payment Date*. If and to the extent there are moneys remaining in the Escrow Fund after the transfers required in subsections (a) and (b) of this **Section 401** have been made, and the amount to be retained in the Escrow Fund under subsection (c) of this **Section 401** has been reserved, the Escrow Agent shall transfer to the Trustee, for deposit in the applicable Special Mandatory Redemption Subaccounts of the Debt Service Accounts established with respect to any Bonds under the Indenture, an amount sufficient to redeem all or a portion of such outstanding Bonds pursuant to the terms of the Indenture on the upcoming Interest Payment Date. The Trustee shall use the moneys so deposited in such Special Mandatory Redemption Subaccounts to redeem all or a portion of such outstanding Bonds on such date. If there is more than one series of such outstanding Bonds and the moneys to be transferred pursuant to this subsection (d) are insufficient to redeem all such outstanding Bonds, such moneys shall be allocated among such outstanding Bonds in inverse order of maturity, and in inverse order within each maturity.

(e) *Redemption or Prepayment of Other Bonds*. If and to the extent there are moneys remaining in the Escrow Fund after the transfers required under subsections (a), (b) and (d) of this **Section 401** have been made, and the amount to be retained in the Escrow Fund under subsection (c) of this **Section 401** has been reserved, then the Escrow Agent shall apply an amount sufficient to redeem, purchase, defease or prepay any outstanding Bonds pursuant to the terms of the Indenture, to the redemption, purchase, defeasance or prepayment of such Bonds in such manner, proportions and priority and on such dates as shall be determined as set forth herein or an amendment to this Tax Distribution Agreement.

(f) *Payment of Junior or Subordinate Lien Obligations*. If and to the extent there are moneys remaining in the Escrow Fund after the transfers required under subsections (a), (b), (d) and (e) of this **Section 401** have been made, in which case provision for payment of all Bonds shall have been made, then the Escrow Agent shall apply such remaining moneys to the payment of any obligations issued under the Indenture that are subordinate and junior to the Bonds and payable from the Revenues (as defined in the Indenture) in such manner, proportions and priority and on such dates as shall be determined as set forth in an amendment to this Tax Distribution Agreement to be effective at the date of issuance of the first series of such obligations.

(g) *Payments to State Treasurer and City*. If and to the extent there are moneys remaining in the Escrow Fund after the transfers required under subsections (a) and (b) and subsections (d) through (f) of this **Section 401** have been made, in which case no Bonds or other obligations will be outstanding under the Indenture at the close of business on the upcoming Interest Payment Date, the Escrow Agent shall (1) transfer to the State Treasurer, for deposit in the State general fund, an amount equal to the State Percentage of such remaining moneys, and (2) transfer to the City an amount equal to the City Percentage of such remaining moneys.

Section 402. Application of Incremental City Tax Revenues to Payment of Certain Fees. On the 15th day of the month preceding each Interest Payment Date, the Escrow Agent shall, from Incremental City Tax Revenues and any investment earnings thereon on deposit in the Escrow Fund:

(a) *first*, pay to each credit enhancer, if any, the sum of (i) such credit enhancer's semiannual fees and expenses due on such date, as provided in the related reimbursement agreement, (ii) any due and unpaid fees and expenses of such credit enhancer, and (iii) any other amounts due and payable to such

credit enhancer under the related reimbursement agreement (other than reimbursement of such credit enhancer for payment of the principal of, Accreted Value and interest on the related series of Bonds);

(b) *second*, pay to the Trustee the sum of (i) the Trustee's fees and expenses due on such date, as provided in the Indenture (including a semiannual payment in an amount not to exceed $3,000 for the Trustee's fees and ordinary expenses with respect to the Series 2026 Bonds), and (ii) any due and unpaid fees and expenses of the Trustee;

(c) *third*, pay to the Dissemination Agents the sum of (i) the Dissemination Agents' semiannual fees and expenses due on such date, as provided in the Continuing Disclosure Agreements, and (ii) any due and unpaid fees and expenses of the Dissemination Agents;

(d) *fourth*, pay to itself, as Escrow Agent, the sum of (i) the Escrow Agent's fees and expenses due on such date, as provided in **Section 503** (including a semiannual payment in an amount not to exceed $1,250 for its fees and ordinary expenses hereunder) and (ii) any due and unpaid fees and expenses of the Escrow Agent, to the extent such fees and expenses were determined on the date originally due to be payable from moneys on deposit in the Escrow Fund pursuant to this **Section 402**; and

(e) *fifth*, pay to the Rebate Analyst, the sum of (i) the Rebate Analyst's fees and expenses due on such date, if any, and (ii) any due and unpaid fees and expenses of the Rebate Analyst.

Section 403. Limitation on Tax Revenues to be Transferred to Trustee in the Event that a Series of Bonds Will be Paid in Full on an Interest Payment Date. On any Interest Payment Date on which all of the outstanding Bonds of a series can be paid in full with the sum of (a) moneys on deposit in the Debt Service Reserve Account established with respect to such series of Bonds and (b) Tax Revenues available on such Interest Payment Date pursuant to the provisions of **Section 401** for the payment of the principal, Accreted Value and interest on such Bonds (whether by maturity, mandatory sinking fund redemption, Special Mandatory Redemption, optional redemption, defeasance or purchase), the Escrow Agent, in making the calculations required by **Section 401**, shall assume that all of the moneys on deposit in such Debt Service Reserve Account shall be applied to the payment of the principal, Accreted Value and interest on such Bonds on such Interest Payment Date (whether by maturity, mandatory sinking fund redemption, Special Mandatory Redemption, optional redemption, defeasance or purchase) prior to the allocation of any Tax Revenues to the payment of such Bonds pursuant to **Section 401**, in which case the amount of Tax Revenues to be transferred to the Trustee, with respect to such series of Bonds, shall not exceed the difference between (i) the amount of money necessary to pay all of the outstanding Bonds of such series in full and (ii) the amount on deposit in such Debt Service Reserve Account.

ARTICLE V

THE ESCROW AGENT

Section 501. Duties of Escrow Agent. The Escrow Agent agrees to perform the duties imposed upon it by this Tax Distribution Agreement, but only upon the following terms and conditions:

(a) The Escrow Agent undertakes to perform such duties and only such duties as are specifically set forth in this Tax Distribution Agreement, and no implied covenants or obligations shall be read into this Tax Distribution Agreement against the Escrow Agent.

(b) No provision of this Tax Distribution Agreement shall be construed to relieve the Escrow Agent from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(i) the Escrow Agent shall not be liable for any error of judgment made in good faith by an authorized officer of the Escrow Agent, unless it shall be proved that the Escrow Agent was negligent in ascertaining the pertinent facts; and

(ii) no provision of this Tax Distribution Agreement shall require the Escrow Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

Section 502. Certain Rights of Escrow Agent.

(a) The Escrow Agent may rely and shall be protected in acting or refraining from acting upon any certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

(b) The Escrow Agent may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by the Escrow Agent hereunder in good faith and in reliance thereon.

(c) The Escrow Agent shall not be bound to make any investigation into the facts or matters stated in any certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, or other paper or document, but the Escrow Agent, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit.

(d) The Escrow Agent, in its individual or any other capacity, may become the owner or pledgee of Bonds and may otherwise deal with the City with the same rights it would have if it were not Escrow Agent.

(e) All money received by the Escrow Agent shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received. Money held by the Escrow Agent in trust hereunder need not be segregated from other funds except to the extent required by law or by this Tax Distribution Agreement. The Escrow Agent shall be under no liability for interest on any money received by it hereunder except as to investments authorized and directed pursuant to **Section 305** of this Tax Distribution Agreement. The liability of the Escrow Agent to make the payments required by this Tax Distribution Agreement shall be limited to the money and Permitted Investments within the Escrow Fund.

(f) The Escrow Agent may perform any duties hereunder either directly or by or through agents or attorneys and the Escrow Agent shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

Section 503. Compensation. The Escrow Agent shall be entitled to payment and reimbursement as follows:

(a) on the 15th day of the month preceding each Interest Payment Date, commencing with the initial Interest Payment Date, a reasonable semiannual fee for its services rendered hereunder not to exceed $1,250 for each semiannual fee; and

(b) upon its request, payment or reimbursement of all reasonable expenses, disbursements and advances incurred or made by the Escrow Agent in accordance with any provision of this Tax Distribution Agreement (including the reasonable compensation and the expenses and disbursements of its agents and counsel), except any such expense, disbursement or advance as may be attributable to the Escrow Agent's negligence or bad faith.

All such payments and reimbursements shall be made only from amounts in the Escrow Fund as provided herein.

Section 504. Corporate Escrow Agent Required; Eligibility. There shall at all times be an Escrow Agent hereunder which shall be a bank or trust company organized and doing business under the laws of the United States of America or of any state thereof, authorized under such laws to exercise corporate trust powers, subject to supervision or examination by federal or state authority, and having a combined capital and surplus of at least $50,000,000. If such bank or trust company publishes reports of condition at least annually, pursuant to law or to the requirements of such supervising or examining authority, then for the purposes of this Section, the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time the Escrow Agent shall cease to be eligible in accordance with the provisions of this Section, it shall resign immediately in the manner and with the effect specified in this Article.

Section 505. Resignation and Removal of Escrow Agent.

(a) The Escrow Agent may resign at any time by giving written notice thereof to the City, the Trustee and the State Treasurer. If an instrument of acceptance by a successor Escrow Agent shall not have been delivered to the Escrow Agent within 60 days after the giving of such notice of resignation, the resigning Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent.

(b) If the Escrow Agent has or shall acquire any conflicting interest, it shall, within 90 days after ascertaining that it has a conflicting interest, or within 30 days after receiving written notice from the City that it has a conflicting interest, either eliminate such conflicting interest or resign in the manner and with the effect specified in subsection (a).

(c) The Escrow Agent may be removed at any time by an instrument in writing delivered to the Escrow Agent by the City. The Trustee may at any time petition any court of competent jurisdiction for the removal of the Escrow Agent for cause.

(d) The Escrow Agent shall give notice of each resignation and each removal of the Escrow Agent and each appointment of a successor Escrow Agent by mailing written notice of such event by first-class mail, postage prepaid, to the City, the Trustee, and the State Treasurer. Each notice shall include the name and address of the successor Escrow Agent and the address of its principal corporate trust office.

(e) No resignation or removal of the Escrow Agent and no appointment of a successor Escrow Agent pursuant to this Article shall become effective until the acceptance of appointment by the successor Escrow Agent under **Section 507**.

Section 506. Appointment of Successor Escrow Agent. If the Escrow Agent shall resign, be removed or become incapable of acting, or if a vacancy shall occur in the office of Escrow Agent for any cause, the City, by an instrument in writing delivered to the retiring Escrow Agent, shall promptly appoint a successor Escrow Agent. If, within 30 days after such resignation, removal or incapability or the occurrence of such vacancy, a successor Escrow Agent shall be appointed in the manner herein provided, the successor Escrow Agent so appointed shall, forthwith upon its acceptance of such appointment, become the successor Escrow Agent and supersede the retiring Escrow Agent. If no successor Escrow Agent shall have been so appointed and accepted appointment in the manner herein provided, the Trustee may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent, until a successor shall have been appointed as above provided. The successor so appointed by such court shall immediately and without further act be superseded by any successor appointed as above provided. Every such successor Escrow Agent appointed pursuant to the provisions of this Section shall be a bank or trust company in good standing under the law of the jurisdiction in which it was created and by which it exists, meeting the eligibility requirements of this Article.

Section 507. Acceptance of Appointment by Successor Escrow Agent. Every successor Escrow Agent appointed hereunder shall execute, acknowledge and deliver to the City and to the retiring Escrow Agent an instrument accepting such appointment, and thereupon the resignation or removal of the retiring Escrow Agent shall become effective and such successor Escrow Agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts and duties of the retiring Escrow Agent and the duties and obligations of the retiring Escrow Agent shall cease and terminate; but, on request of the City or the successor Escrow Agent, such retiring Escrow Agent shall, upon payment of its charges, execute and deliver an instrument conveying and transferring to such successor Escrow Agent upon the trusts herein expressed all the rights, powers and trusts of the retiring Escrow Agent, and shall duly assign, transfer and deliver to such successor Escrow Agent all property and money held by such retiring Escrow Agent hereunder. Upon request of any such successor Escrow Agent, the City shall execute any and all instruments for more fully and certainly vesting in and confirming to such successor Escrow Agent all such estates, properties, rights, powers and trusts.

No successor Escrow Agent shall accept its appointment unless at the time of such acceptance such successor Escrow Agent shall be qualified and eligible under this Article.

Section 508. Merger, Consolidation and Succession to Business. Any corporation or association into which the Escrow Agent may be merged or with which it may be consolidated, or any corporation or association resulting from any merger or consolidation to which the Escrow Agent shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Escrow Agent, shall be the successor of the Escrow Agent hereunder, provided such corporation or association shall be otherwise qualified and eligible under this Article, and shall be vested with all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any paper or any further act on the part of any of the parties hereto.

Section 509. Representations of the Escrow Agent. The Escrow Agent hereby represents and warrants to the City, the Trustee and the State Treasurer as follows:

(a) The Escrow Agent is a state banking corporation duly organized and existing under the laws of the State of Kansas, is authorized and empowered to execute and deliver this Tax Distribution Agreement and has full power and authority to act as Escrow Agent as provided in this Tax Distribution Agreement.

(b) This Tax Distribution Agreement has been duly executed and delivered on behalf of the Escrow Agent by the duly authorized officer of the Escrow Agent. The execution and delivery by the Escrow Agent of this Tax Distribution Agreement and the performance by the Escrow Agent of its express duties under this Tax Distribution Agreement has been duly authorized by all necessary action on the part of the Escrow Agent. This Tax Distribution Agreement constitutes the valid and binding obligation of the Escrow Agent, enforceable in accordance with its terms.

(c) The Escrow Agent is eligible to serve as Escrow Agent hereunder in accordance with the provisions of **Section 504**.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 601. Non-Business Days. If any provision of this Tax Distribution Agreement provides that an action shall be performed on a day other than a Business Day, such action need not be performed on such day but instead may be performed on the next succeeding Business Day.

Section 602. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be in writing and shall be deemed duly given when mailed by first class, registered or certified mail, postage prepaid, or by facsimile transmission, addressed as follows:

(a) To the City at:

City of Dodge City, Kansas
806 N. 2nd Avenue
P.O. Box 880
Dodge City, Kansas 67801
Attention: City Manager
Email: nickh@dodgecity.org

(b) To the Trustee at:

Security Bank of Kansas City, as Trustee
701 Minnesota Avenue, Suite 206
Kansas City, Kansas 66101
Attention: Corporate Trust Department
Facsimile: (913) 279-7960
Email: pgardner@securitybankkc.com

(c) To the State Treasurer at:

State Treasurer of Kansas
900 S.W. Jackson, Suite 201
Topeka, Kansas 66612
Attention: State Treasurer
Email: shauna@treasurer.ks.gov

(d) To the Department at:

Department of Revenue
109 SW 9th Street, 5th Floor
Topeka, Kansas 66612
Attention: Director of Taxation
Email: steve.stotts@ks.gov

(e) To the Escrow Agent at:

Security Bank of Kansas City, as Escrow Agent
701 Minnesota Avenue, Suite 206
Kansas City, Kansas 66101
Attention: Corporate Trust Department
Facsimile: (913) 279-7960
Email: pgardner@securitybankkc.com

A duplicate copy of each notice, certificate or other communication given hereunder by the City, the Trustee, the State Treasurer or the Escrow Agent to any other shall also be given to the Department. The City, the Trustee, the State Treasurer and the Escrow Agent may from time to time designate, by notice given hereunder to the other such parties, another address to which subsequent notices, certificates or other communications shall be sent.

Section 603. Amendments.

(a) ***Amendments Without Consent of Bondowners***. This Tax Distribution Agreement may be amended or otherwise modified by a written instrument executed by all parties hereto for any one or more of the following purposes, at any time or from time to time:

(i) to add to the limitations and restrictions herein other limitations and restrictions to be observed by the other parties to this Tax Distribution Agreement which are not contrary to or inconsistent with this Tax Distribution Agreement as theretofore in effect;

(ii) to add to the covenants and agreements of any of the other parties hereto other covenants and agreements to be observed by such parties which are not contrary to or inconsistent with this Tax Distribution Agreement as theretofore in effect;

(iii) to cure any ambiguity, supply any omission or cure or correct any defect or inconsistent provision in this Tax Distribution Agreement;

(iv) to insert such provisions clarifying matters or questions arising hereunder as are necessary or desirable and are not contrary to or inconsistent with this Tax Distribution Agreement as theretofore in effect; and

(v) to make such modifications or changes herein that are not materially adverse to the interests of the owner of any outstanding Bond, as determined by the Escrow Agent in its discretion (which determination shall be binding and conclusive on the City and the owners of the outstanding Bonds).

(b) ***Amendments With Consent of Bondowners***. This Tax Distribution Agreement may be amended or otherwise modified by a written instrument executed by all parties hereto at any time or from time to time for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Tax Distribution Agreement with the written consent of the owners of not less than a majority of the Bond Obligation (as defined in the Indenture), affected by such amendment; provided, however, that no such amendment shall, without the consent of the owner of each outstanding Bond affected thereby:

(i) affect the amount of Incremental Tax Revenues to be transferred from the Escrow Agent to the Trustee pursuant to this Tax Distribution Agreement; or

(ii) reduce the percentage of the Bond Obligation (as defined in the Indenture), the consent of whose owners is required for any such amendment.

The Trustee in its discretion may determine whether or not any Bonds would be affected by any such amendment to this Tax Distribution Agreement and any such determination shall be conclusive upon the City and the owners of the Bonds, whether theretofore or thereafter authenticated and delivered hereunder. The Trustee shall not be liable for any such determination made in good faith.

Section 604. Governing Law. This Tax Distribution Agreement shall be construed in accordance with and governed by the laws of the State of Kansas.

Section 605. Severability. If for any reason any provision of this Tax Distribution Agreement shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 606. Binding Effect; Benefit of Tax Distribution Agreement. This Tax Distribution Agreement shall inure to the benefit of and shall be binding upon the City, the Trustee, the State Treasurer and the Escrow Agent and their respective successors and assigns, subject, however, to the limitations contained herein. With the exception of rights expressly conferred in this Tax Distribution Agreement, nothing in this Tax Distribution Agreement, express or implied, shall give to any person, other than the parties hereto and their successors and assigns hereunder and the owners of outstanding Bonds, any benefit or any legal or equitable right, remedy or claim under this Tax Distribution Agreement.

Section 607. Electronic Transactions. The transaction described herein may be conducted and related documents may be sent, received, executed, and stored, by electronic means or transmissions. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 608. Execution in Counterparts. This Tax Distribution Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Tax Distribution Agreement to be executed in their respective names by their duly authorized officers, all as of the date first above written.

CITY OF DODGE CITY, KANSAS

By: _____
(Seal) Name: Daniel Pogue
Title: Mayor

ATTEST:

By: _____
Name: Connie Marquez
Title: City Clerk

SECURITY BANK OF KANSAS CITY
as Trustee under the Indenture

By: _____
Name: Peter B. Gardner
Title: Executive Vice President

TREASURER OF THE STATE OF KANSAS

By: _____
Name: _____
Title: _____

SECURITY BANK OF KANSAS CITY
as Escrow Agent

By: _____
Name: Peter B. Gardner
Title: Executive Vice President

EXHIBIT A
2026 STAR BOND DISTRICT LEGAL DESCRIPTIONS

DESCRIPTION OF 2018 STAR BOND DISTRICT BOUNDARIES

2018 STAR Bond District – Heritage Area

Beginning at the intersection of the east r/w line of Fifth Ave. and the south r/w line of Wyatt Earp Blvd. as the point of beginning; thence north along the east r/w line of Fifth Ave. to the extended south line of the north 60 feet of Lots 41,42,43 and 44 of Walnut Street, Original Town; thence west along the said extended line to the west line of Lot 44, Walnut Street, Original Town; thence north along the west line of said Lott 44 to the south line of the platted alley; thence east along the south line of said alley to a point that is 82 feet west of the west r/w line of Fifth Ave.; thence north and parallel with a line that is 82 feet west of the west r/w line of Fifth Ave. to the south r/w line of West Spruce Street; thence east along the south r/w line of said West Spruce Street to the extended east line of the n-s alley in Block 20, Original Town; thence north along the said n-s alley to the south r/w line of West Vine Street; thence east along the south r/w line of said West Vine Street to the west r/w line of Third Ave.; thence south along the west r/w line of said Third Ave. to the extended south line of the e-w alley along Lots 17 thru 24, Gunsmoke Street, Original Town; thence east along the south line of said alley and continuing east extending thru the vacated alley along Lots 9 thru 16, Gunsmoke Street, Original Town; thence continuing along the south line of the e-w alley along Lots 1 thru 8, Gunsmoke Street, Original Town to the west r/w line of Central Ave.; thence south along the west r/w line of said Central Ave. to the projected south r/w line of Military Ave.; thence east along the projected south r/w line of said Military Ave. to the west line of Lot 12, Block 2, F.W. Boyd's Addition; thence south along the west line of said Lot 12 for a distance of 160 feet to the north line of an e-w alley; thence east along the north line of said e-w alley to the projected west line of Lot 1, Block 9, Centennial Addition; thence south along the projected west line of said Lot 1 to a point that intersects the south r/w line of Wyatt Earp Blvd.; thence east for a distance of 387.07 feet; thence south for a distance of 187.9 feet to the north r/w line of the B.N.&S.F. Railroad; thence west along the north r/w line of said B.N.&S.F. Railroad to the extended east r/w line of Central Ave.; thence south along the extended east r/w line of said Central Ave. to the north r/w line of the BN&SF Railroad; thence west along the north r/w of said BN&SF Railroad which is also the south r/w line of Wyatt Earp Blvd. to extended west line of Lot 49, West Trail Street, Original Town; thence south along the extended west line of said Lot 49 to the north r/w line of West Trail Street; thence east along the north r/w line of said West Trail Street to the west r/w line of South Second Ave.; thence south along the west r/w line of said South Second Ave. to the north line of the Arkansas River; thence in a southwesterly direction along the north line of said Arkansas River to the east line of Young's Place; thence north along the east line of said Young's Place to a point that is 528 feet south of the south r/w line of Park Street; thence east for a distance of 245 feet; thence north for a distance of 528 feet to the south line of Park Street; thence east along the south r/w line of said Park Street to the west/north line of the Burlington Northern/Cimarron Valley Railroad; thence northeasterly along the north line of said Burlington Northern/Cimarron Valley Railroad and extending to the point of beginning.

AND

A tract of land beginning at a point along the south r/w line of Military Ave. and the west line of Lot 12, Block 2, F.W. Boyd's Addition; thence south along the west line of said Lot 12 for a distance of 160 feet to the north line of an e-w alley; thence east along the north line of said e-w alley to the projected west line of lot 1, Block 9, Centennial Addition; thence south along the projected west line of said Lot 1 to a point that intersects the south r/w line of Wyatt Earp Blvd.; thence east for a distance of 387.07 feet; thence south for a distance of 187.9 feet to the north r/w line of the B.N. & S.F. Railroad; thence east along the said north r/w line of the B.N. & S.F. Railroad to the southeast corner of Western Beverage;

thence northeasterly to the southwest corner of Lot 1, Santa Fe Plaza; thence easterly along the south line of Santa Fe Plaza to the southeast corner of Lot 5, Santa Fe Plaza; thence north along the east line of said Lot 5 to the south r/w line of Wyatt Earp; thence west along the south r/w line of Avenue B; thence north along the extended west r/w line of said Avenue B to the northeast corner of Lot 7, Block 9, Centennial Addition; thence west along the south r/w line of military Ave. to the extended east line of Lot 29, Block 2, Original town; thence north along the extend east line of said Lot 29, Block 2, Original Town to the south r/w of Spruce Street; thence west along the south r/w of said spruce street to the northwest corner of Lot 21, Block 2, Original Town, said corner being on the east r/w line of Avenue A; thence south along the east r/w line of said Avenue A extending to the south r/w line of military Ave.; thence west along the south r/w line of Military Ave. to the point of beginning.

AND

A track of land beginning at a point along the south r/w line of Wyatt Earp Blvd. And the west r/w Line of Second Ave.; thence south along the west line of Second Ave. to the south r/w line of South Front Street as platted in Original Town; thence east along the south r/w line of South Front Street to a point that is 250 feet east of the east r/w line of Second Ave.; thence north to the north r/w line of the B.N. & S.F. Railroad; thence west along the north r/w line of said B.N. & S.F. Railroad, said line also being the extended south r/w line of Wyatt Earp Blvd. to the point of beginning.

2018 STAR Bond District – Entertainment Area

All of the Replat of Mariah Center Lot 1, Block 1, a subdivision of land in Dodge City, Ford County, Kansas excluding Lot 6 and a tract of land described as follows: Commencing at a point that intersects northerly r/w line of Comanche Street with the westerly r/w line of U.S. Highway 50; thence northeasterly along the westerly r/w line of said U.S. Highway 50 for a distance 104 feet to the point of beginning; thence northwesterly and perpendicular with the westerly r/w line of said U.S. Highway 50 for a distance of 50 feet; thence northeasterly and parallel with the westerly r/w line of said U.S. Highway 50 for a distance of 30 feet; thence southeasterly and perpendicular with the westerly r/w line of said U.S. Highway 50 for a distance of 50 feet; thence southwesterly alone the westerly r/w line of said U.S. Highway 50 for a distance of 30 feet to the point of beginning.

And all of BHC Resort Subdivision, a subdivision of land in Dodge City, Ford County, Kansas excluding Lot 1A.

2018 STAR Bond District – Power Center Area

A tract of land located in the east ½ of Section 22, and the west ½ of Section 23, Township 26 south, range 25 west of the 6th principle meridian Ford County, Kansas for the uses of STAR Bond and described as follows: beginning at the southeast corner of Lot 1 of the Fourteenth and Soule Subdivision said point also being on the west right of way line of Fourteenth Ave and on the South line of the northeast quarter of Section 22; thence west along said south line to a point on said line intersecting the extension of the west line of the Fourteenth and Soule Subdivision Unit Two; thence north along said west line and extension thereof to the western most northwest corner of the Fourteenth and Soule Subdivision Unit Two; thence northeasterly to the northern most northwest corner of the Fourteenth and Soule Subdivision Unit Two; thence east along the north line of the Fourteenth and Soule Subdivision Unit Two to the northeast corner thereof also being on the west right of way line of Fourteenth Avenue; thence north along said west right of way line to a point directly across from and perpendicular to a point on the east right of way of Fourteenth Avenue that intersects the extension of the south right of way line of Speirs Street to Northern Street to Manor Drive; thence east to the east right of way line of Fourteenth Avenue and the intersection of the extension of the south right of way line of Spiers Street to Northern

Street to Manor Drive; thence easterly and southerly along said south right of way line and extension thereof to the northerly right of way line of Soule Street; thence westerly along said north right of way line to the southeast corner of Lot 1 Block 1 of the Replat of Rostine Hills; thence northerly and westerly along the eastern boundary of the Replat of Rostine Hills to the east right of way line of Fourteenth Avenue; thence south along said east right of way line to the northwest corner of Lot 2, Block 3 Rostine Hills Addition; thence east along the north line of said Lot 2 to the west right of way line of Thirteenth Avenue; thence south along said west right of way line to the southeast corner of Lot 3, Block 3, Rostine Hills Addition; thence west along the south line of said Lot 3 to the east right of way line of Fourteenth Avenue; thence south along said east right of way line to the northwest corner of Lot 1, Green Hills O'Ford No. 2; thence east along the north line of said Lot 1 to the northeast corner thereof; thence south along the east line of said Lot 1 to the southeast corner thereof; thence west along the south line of said Lot 1 and extension thereof to the west right of way line of Fourteenth Avenue; thence north along said west right of way line to the point of beginning.

DESCRIPTION OF 2026 HERITAGE AREA ADDITION BOUNDARIES

2026 Heritage Area Addition – Description 1

That portion of original town of Dodge City, a subdivision recorded in the register of deeds office, located in the City of Dodge City, County of Ford, State of Kansas, being described by Patrick D. Siebert, PS 1735 on November 26, 2025 as follows:

Commencing at the **point of beginning** at the southeast corner of block 25 in said original town of Dodge;
Thence s85°10'17"e 450.00 feet to the southwest corner of block 27 in said original town of Dodge;
Thence s04°26'26"w 560.00 feet to the northwest corner of lot 16 in the block bound by spruce street Gunsmoke street first avenue and second avenue in said original town of Dodge;
Thence n85°10'17"w 405.00 feet to the northeast corner of lot 25 in the block bound by spruce street Gunsmoke street third avenue and fourth avenue in said original town of Dodge;
Thence n04°26'26"e 560.00 feet to the **point of beginning**. Contains 3.38 acres more or less. All bearings herein are based on an assumed bearing of s04°26'26"w on the centerline of first avenue.

2026 Heritage Area Addition – Description 2

That portion of original town of Dodge City, a subdivision recorded in the register of deeds office, located in the City of Dodge City, County of Ford, State of Kansas, being described by Patrick D. Siebert, PS 1735 on November 26, 2025 as follows:

Commencing at the **point of beginning** at the southwest corner of block 18 in said original town of Dodge City;
Thence s85°10'17"e 250.00 feet to the southeast corner of said block 18;
Thence n04°26'26"e 360.00 feet to the southeast corner of block 27 in said original town of Dodge City;
Thence s85°10'17"e 75.00 feet to the southwest corner of block 28 in said original town of Dodge City;
Thence s04°26'26"w 360.00 feet to the southwest corner of block 17 in said original town of Dodge City;
Thence s85°10'17"e 250.00 feet to the southeast corner of said block 17;
Thence s04°26'26"w 60.00 feet to the northeast corner of the block bound by spruce street Gunsmoke street central avenue and first avenue in said original town of Dodge City;
Thence n85°10'17"w 250.00 feet to the northwest corner of said block;
Thence s04°26'26"w 140.00 feet to the northwest corner of lot 8 in said block;

Thence n85°10'17"w 75.00 feet to the northeast corner of lot 9 in the block bound by spruce street Gunsmoke street first avenue and second avenue in said original town of Dodge City;
Thence n04°26'26"e 140.00 feet to the northeast corner of lot 17 in said block;
Thence n85°10'17"w 250.00 feet to the northwest corner of said block;
Thence n04°26'26"e 60.00 feet to the **point of beginning**. Contains 1.65 acres more or less. All bearings herein are based on an assumed bearing of s04°26'26"w on the centerline of first avenue.

Together with all City right-of-way adjacent to the above-described property and any vacated streets, vacated alleys, vacated market squares and abandoned railroad right of way accruing to the subject lots.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

[THIS PAGE INTENTIONALLY LEFT BLANK]

APPENDIX C

FORMS OF CONTINUING DISCLOSURE UNDERTAKINGS

[THIS PAGE INTENTIONALLY LEFT BLANK]

CITY CONTINUING DISCLOSURE UNDERTAKING

This CITY CONTINUING DISCLOSURE UNDERTAKING dated as of [_____], 2026 (this "***Disclosure Undertaking***"), is executed and delivered by the City of Dodge City, Kansas (the "***City***").

RECITALS

1. This Disclosure Undertaking is executed and delivered in connection with the issuance by the City of its $[_____] principal amount Sales Tax Special Obligation Revenue Bonds (Heritage Project Area), Series 2026 (the "***Series 2026 Bonds***") pursuant to a Trust Indenture by and between the City and Security Bank of Kansas City, as trustee (the "***Trustee***") dated as of November 1, 2026 (the "***Indenture***").

2. The City is entering into this Disclosure Undertaking for the benefit of the Beneficial Owners (defined below) of the Series 2026 Bonds and in order to assist the Participating Underwriter (defined below) in complying with Rule 15c2-12 of the Securities and Exchange Commission. The City is the only "obligated person" with responsibility for continuing disclosure under this Disclosure Undertaking.

In consideration of the Participating Underwriter's participation in the issuance of the Series 2026 Bonds, the City covenants and agrees as follows:

Section 1. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure Undertaking unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"*Annual Report*" means any Annual Report filed by the City pursuant to, and as described in, Section 2 of this Disclosure Undertaking.

"*Authorized City Representative*" means the Mayor of the City, the City Manager of the City, the City Clerk of the City or such other person at the time designated to act on behalf of the City as evidenced by a written certificate furnished to the dissemination agent and signed by the Mayor or City Clerk.

"*Beneficial Owner*" means any registered owner of any Series 2026 Bonds and any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2026 Bonds (including persons holding Series 2026 Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Series 2026 Bonds for federal income tax purposes.

"***Business Day***" means a day other than a Saturday, Sunday or holiday on which the Trustee is scheduled to be open to the public for conduct of its operations.

"***Development Agreements***" means the New West Hospitality Development Agreement between the City and New West Hotels, LLC dated April 20, 2026, as amended, and as assigned pursuant to the Assignment and Assumption of Development Agreement from New West Hotels, LLC, to The Kansas Marshals, LLC, dated October 5, 2026; and the Motorsports Museum Development Agreement between the City and Western Kansas Motorsports Museum, Inc. dated July 6, 2026, as amended from time to time.

"*EMMA*" means the Electronic Municipal Market Access system for municipal securities disclosures established and maintained by the MSRB, which can be accessed at www.emma.msrb.org or such other website(s) as may be designated by the MSRB from time to time.

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of (a) or (b) in this definition; *provided however*, the term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"*Fiscal Year*" means the 12-month period beginning on January 1 and ending on December 31 or any other 12-month period selected by the City as the fiscal year of the City for financial reporting purposes.

"*Material Events*" means any of the events listed in Section 4(a) of this Disclosure Undertaking.

"***MSRB***" means the Municipal Securities Rulemaking Board, or any successor repository designated as such by the Securities and Exchange Commission in accordance with the Rule.

"*Participating Underwriter*" means the original underwriter of the Series 2026 Bonds required to comply with the Rule in connection with offering of the Series 2026 Bonds.

"*Rule*" means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"***Semi-Annual Report***" means any Semi-Annual Report filed by the City pursuant to, and as described in, Section 3 of this Disclosure Undertaking.

"***Semi-Annual Report Date***" means not later than the first day of the third month following the end of each of the City's Fiscal Years (currently March 1) and not later than the first day of the ninth month following the end of each of the City's Fiscal Years (currently September 1), commencing [March 1, 2027].

Section 2. Provision of Annual Reports.

(a) The City shall file with the MSRB, through EMMA, not later than the first day of the tenth month following the end of each of the City's Fiscal Years (currently September 1), commencing with the Fiscal Year ending December 31, 2026:

(i) A copy of the City's audited financial statements for the prior Fiscal Year, in substantially the format contained in the Official Statement relating to the Series 2026 Bonds. The financial statements may be included by specific reference to other documents, including official statements of debt issues with respect to which the City is an "obligated person" (as defined by the Rule), which have been filed with the MSRB and are available through EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB on EMMA. The City shall clearly identify each such other document so included by reference. If the financial statements are to be prepared but are not available by the time the Annual Report is required to be filed pursuant to this Section, (1) the City shall file unaudited financial statements in a format similar to the financial statements filed by the with the MSRB, through EMMA, for the preceding year, (2) the City shall promptly send a notice of the

failure of the City to file the Annual Report information in the form of Exhibit A, which notice shall be sent by the City to the MSRB, through EMMA, not later than 10 Business Days following the deadline for providing the Annual Report set forth above and (3) the financial statements shall be filed in the same manner as the Annual Report promptly after they become available.

(ii) Updates, as of the end of the most recent Fiscal Year, to the tables set forth in Appendix F of the Official Statement under the headings "Local Option Sales Tax", "Sources of Revenue", "Assessed Valuation", "Tax Rates", "Aggregate Tax Levies", "Tax Collection Record" and "Major Taxpayers". If the information in any such tables is unchanged from the prior Fiscal Year, the update may state "unchanged".

(b) The Annual Report may be submitted as a single document or as separate documents comprising a package and may cross-reference other information as provided in this Section 2. If the City's Fiscal Year changes, it shall give notice of such change in the same manner as for a Material Event under Section 4.

(c) If the City has not filed such report with the MSRB, through EMMA, by the date specified in subsection (a), the City shall send a notice in a timely manner to the MSRB, through EMMA, in substantially the form attached as Exhibit A.

(d) Promptly after filing each Annual Report, the City shall file a report with the Trustee and the Participating Underwriter certifying that the required Annual Report has been provided to the MSRB, through EMMA.

Section 3. Provision of Semi-Annual Reports.

(a) The City shall, not later than each Semi-Annual Report Date, commencing [March 1, 2027], file a Semi-Annual Report in the form of Exhibit B attached hereto to the MSRB, through EMMA. Each Semi-Annual Report filed on the first day of the third month following the end of the City's Fiscal Year shall include information for the six-month period ending on such Fiscal Year and each Semi-Annual Report filed on the first day of the ninth month following the end of the City's Fiscal Year shall include information for the six-month period ending on the last day of the sixth month following the end of such Fiscal Year.

(b) The Semi-Annual Report may be submitted as a single document or as separate documents comprising a package and may cross-reference other information as provided in this Section 3.

(c) Promptly after filing each Semi-Annual Report, the City shall file a report with the Trustee and the Participating Underwriter certifying that the required Semi-Annual Report has been provided to the MSRB, through EMMA.

Section 4. Reporting of Material Events.

(a) No later than 10 Business Days after the occurrence of any of the following events, the City shall give, or cause to be given to the MSRB, through EMMA, notice of the occurrence of any of the following events with respect to the Series 2026 Bonds ("***Material Events***"):

(1) principal and interest payment delinquencies;
(2) non-payment related defaults, if material;
(3) unscheduled draws on debt service reserves reflecting financial difficulties;
(4) unscheduled draws on credit enhancements reflecting financial difficulties;
(5) substitution of credit or liquidity providers, or their failure to perform;
(6) adverse tax opinions; the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2026 Bonds, or other material events affecting the tax status of the Series 2026 Bonds;
(7) modifications to rights of bondholders, if material;
(8) bond calls, if material, and tender offers;
(9) defeasances;
(10) release, substitution or sale of property securing repayment of the Series 2026 Bonds, if material;
(11) rating changes;
(12) bankruptcy, insolvency, receivership or similar event of the City;
(13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
(14) appointment of a successor or additional trustee or the change of name of the trustee, if material;
(15) incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material;
(16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties; or
(17) a material, uncured default under either of the Development Agreements.

(b) If the Indenture provides that notice of either of the Material Events described in subsection (a)(8) be provided to the registered owners of affected Series 2026 Bonds, then notwithstanding the foregoing requirements of this subsection, notice of such Material Event need not be given under this subsection any earlier than the notice of the underlying event provided under the Indenture.

Section 5. Termination of Reporting Obligation. The City's obligations under this Disclosure Undertaking shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Series 2026 Bonds. If the obligations of the City under this Disclosure Undertaking are assumed in full by some other entity, such entity shall be responsible for compliance with this Disclosure Undertaking in the same manner as if it were the City, and the City shall have no further responsibility hereunder. If such termination or substitution occurs prior to the final maturity of the Series 2026 Bonds,

the City shall give notice of such termination or substitution in the same manner as for a Material Event under Section 4.

Section 6. Dissemination Agents. The City may, from time to time, appoint or engage a dissemination agent (which may be the same entity as the Trustee) to assist it in carrying out its obligations under this Disclosure Undertaking, and may discharge any such dissemination agent, with or without appointing a successor dissemination agent. The dissemination agent may resign as dissemination agent hereunder at any time upon 30 days prior written notice to the City. The dissemination agent shall not be responsible in any manner for the content of any notice or report (including without limitation the Annual Report and Semi-Annual Report) prepared by the City or the Developer pursuant to this Disclosure Undertaking.

Section 7. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Undertaking, the City may amend this Disclosure Undertaking and any provision of this Disclosure Undertaking may be waived, provided that Bond Counsel or other counsel experienced in federal securities law matters provides the City with its written opinion that the undertaking of the City contained herein, as so amended or after giving effect to such waiver, is in compliance with the Rule and all current amendments thereto and interpretations thereof that are applicable to this Disclosure Undertaking.

In the event of any amendment or waiver of a provision of this Disclosure Undertaking, the City shall describe such amendment or waiver in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the City. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (a) notice of such change shall be given in the same manner as for a Material Event under Section 4, and (b) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 8. Additional Information. Nothing in this Disclosure Undertaking shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Undertaking or any other means of communication, or including any other information in any Annual Report, Semi-Annual Report or notice of occurrence of a Material Event, in addition to that which is required by this Disclosure Undertaking. If the City chooses to include any information in any Annual Report, Semi-Annual Report or notice of occurrence of a Material Event, in addition to that which is specifically required by this Disclosure Undertaking, the City shall not have any obligation under this Disclosure Undertaking to update such information or include it in any future Annual Report, Semi-Annual Report or notice of occurrence of a Material Event.

Section 9. Default. If the City fails to comply with any provision of this Disclosure Undertaking, any Beneficial Owner of the Series 2026 Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Undertaking. A default under this Disclosure Undertaking shall not be deemed an event of default under the Indenture or the Series 2026 Bonds, and the sole remedy under this Disclosure Undertaking in the event of any failure of the City to comply with this Disclosure Undertaking shall be an action to compel performance.

Section 10. Notices. Any notices or communications to the City may be given by registered or certified mail, return-receipt requested, or by confirmed electronic mail or delivered in person or by overnight courier, and will be deemed given on the second day following the date on which the notice or communication is so mailed, as follows:

City of Dodge City, Kansas
City Hall
806 North Second Avenue
Dodge City, Kansas 67801
Attention: City Manager

Any person may, by written notice to the other persons listed above, designate a different address to which subsequent notices or communications should be sent.

Section 11. Beneficiaries. This Disclosure Undertaking shall inure solely to the benefit of the City, the Trustee, the Participating Underwriter and the Beneficial Owners from time to time of the Series 2026 Bonds, and shall create no rights in any other person or entity.

Section 12. Severability. If any provision in this Disclosure Undertaking, the Indenture or the Series 2026 Bonds shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 13. Counterparts. This Disclosure Undertaking may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 14. Electronic Transactions. The arrangement described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, facsimiles, electronic files and other reproductions of original documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 15. Governing Law. This Disclosure Undertaking shall be governed by and construed in accordance with the laws of the State of Kansas.

Section 16. No Pecuniary Liability. Notwithstanding the language or implication of any provision, representation, covenant or agreement to the contrary, no provision, representation, covenant or agreement contained in this Disclosure Undertaking or any obligation herein imposed upon the City, or the breach thereof, shall constitute or give rise to or impose upon the City a pecuniary liability. No provision hereof shall be construed to impose a charge against the general credit of the City or any personal or pecuniary liability upon any official, director, officer, agent, or employee of the City. For purposes of this paragraph, "pecuniary liability" does not refer to the normal fees or expenses of the City incurred in connection with the performance of its obligations hereunder, including, without limitation, the fees or expenses of legal or financial advisors that may be incurred in connection with the preparation of Annual or Semi-Annual Reports.

Signature appears on the following page

IN WITNESS WHEREOF, the City has caused this Disclosure Undertaking to be executed as of the day and year first above written.

CITY OF DODGE CITY, KANSAS

By: _____
Name: _____
Title: _____

EXHIBIT A

NOTICE OF FAILURE TO FILE [ANNUAL/SEMI-ANNUAL] REPORT

Name of Issuer and Obligated Person:	City of Dodge City, Kansas (the "City")
Name of Bond Issue:	$[_____] Sales Tax Special Obligation Revenue Bonds (Heritage Project Area), Series 2026
Date of Issuance:	[_____], 2026

NOTICE IS HEREBY GIVEN that the City has not filed an [Annual Report / Semi-Annual Report] with respect to the Series 2026 Bonds as required by the Continuing Disclosure Undertaking dated as of [_____], 2026, by the City. [The City anticipates that the [Annual Report / Semi-Annual Report] will be filed by _____.]

Dated: _____ ___, _____

CITY OF DODGE CITY, KANSAS

By:_____
Title:_____

cc: Trustee
Participating Underwriter

EXHIBIT B

FORM OF SEMI-ANNUAL REPORT

This report is prepared and delivered pursuant to the Continuing Disclosure Undertaking (the "Undertaking") dated as of [_____], 2026, by the City of Dodge City, Kansas (the "City"), entered into in connection the issuance of the City's $[_____] Sales Tax Special Obligation Revenue Bonds (Heritage Project Area), Series 2026 (the "Series 2026 Bonds"). The Series 2026 Bonds were offered pursuant to an Official Statement dated [_____], 2026 (the "Official Statement"). Capitalized words used in this Semi-Annual Report and not defined herein have the meanings given such terms in the Official Statement.

Date of Semi-Annual Report: _____ __. 20__.
Semi-Annual Reporting Period from [January 1] [July 1], 20__ [date of issuance of the Series 2026 Bonds] to [June 30] [December 31], 20__

1. The principal amount of Series 2026 Bonds redeemed pursuant to the mandatory redemption provisions of the Indenture since the last filed Semi-Annual Report, by maturity, is:

Maturity Date:_____ $_____

2. The principal amount of Series 2026 Bonds redeemed pursuant to the special mandatory redemption provisions of the Indenture since the last filed Semi-Annual Report, by maturity, is:

Maturity Date:_____ $_____

3. The aggregate principal amount of Series 2026 Bonds redeemed since the date of issuance of the Series 2026 Bonds, by maturity, is:

Maturity Date:_____ $_____

4. The amount on deposit in the Debt Service Reserve Fund is $_____.

5. The following are the amounts by month of Net Revenues deposited into the Series 2026 Debt Service Account since the last filed Semi-Annual Report, or in the case of the first Semi-Annual Report, the date of issuance of the Series 2026 Bonds:

Month	Incremental City Tax Revenue	Incremental State Tax Revenue	Available Local Tax Funds	Monthly Total
[Month]	$	$		$
[Month]				
[Month]				
[Month]				
[Month]				
[Month]				
Total	$	$		$

6. The City [delivered] [did not deliver] a certificate to the Trustee during the semi-annual reporting period covered by this Semi-Annual Report stating that the portion of the City Project financed with proceeds of the Series 2026 Bonds was substantially complete.

Dated: _____

CITY OF DODGE CITY, KANSAS

By:_____
Title:_____

DEVELOPER CONTINUING DISCLOSURE AGREEMENT

This DEVELOPER CONTINUING DISCLOSURE AGREEMENT dated as of [_____], 2026 (this "***Disclosure Agreement***"), is executed and delivered by and between The Kansas Marshals, LLC (the "***Developer***") and Security Bank of Kansas City, as dissemination agent (the "***Dissemination Agent***").

RECITALS

1. This Disclosure Agreement is executed and delivered in connection with the issuance by the City of Dodge City, Kansas of its $[_____] principal amount Sales Tax Special Obligation Revenue Bonds (Heritage Project Area), Series 2026 (the "***Series 2026 Bonds***") pursuant to a Trust Indenture dated as of November 1, 2026 by and between the City and Security Bank of Kansas City, as trustee (the "***Indenture***").

2. The Developer and the Dissemination Agent are entering into this Disclosure Agreement for the benefit of the Beneficial Owners (defined below) of the Series 2026 Bonds and in order to assist the Participating Underwriter (defined below) in complying with Rule 15c2-12 of the Securities and Exchange Commission. The Developer is the only "obligated person" with responsibility for continuing disclosure under this Disclosure Agreement.

In consideration of the mutual covenants and agreements herein, the Developer and the Dissemination Agent covenant and agree as follows:

Section 1. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"*Authorized Developer Representative*" means the [_____] of the Developer or such other person at the time designated to act on behalf of the Developer as evidenced by a written certificate furnished to the Dissemination Agent and signed by [_____].

"*Beneficial Owner*" means any registered owner of any Series 2026 Bonds and any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2026 Bonds (including persons holding Series 2026 Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Series 2026 Bonds for federal income tax purposes.

"***Business Day***" means a day other than a Saturday, Sunday or holiday on which the Dissemination Agent is scheduled to be open to the public for conduct of its operations.

"***City***" means the City of Dodge City, Kansas.

"***Developer Reports***" means the quarterly reports and annual reports required to be provided under Section 2 of this Disclosure Agreement.

"***Development Agreement***" means the New West Hospitality Development Agreement between the City and the Developer dated April 20, 2026, as amended, and as assigned pursuant to the Assignment and

Assumption of Development Agreement from New West Hotels, LLC, to The Kansas Marshals, LLC, dated October 5, 2026.

"*Dissemination Agent*" means Security Bank of Kansas City, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation.

"***Downtown Hotel Project***" has the meaning given to such term in the Indenture.

"*EMMA*" means the Electronic Municipal Market Access system for municipal securities disclosures established and maintained by the MSRB, which can be accessed at www.emma.msrb.org or such other website(s) as may be designated by the MSRB from time to time.

"***Hotel***" means the hotel that is being acquired and renovated in the 2026 Heritage Area Addition (as such term is defined in the Indenture).

"*Material Events*" means any of the events listed in Section 3(a) of this Disclosure Agreement.

"***MSRB***" means the Municipal Securities Rulemaking Board, or any successor repository designated as such by the Securities and Exchange Commission in accordance with the Rule.

"*Participating Underwriter*" means the original underwriter of the Series 2026 Bonds required to comply with the Rule in connection with offering of the Series 2026 Bonds.

"*Rule*" means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 2. Provision of Developer Reports.

(a) **Quarterly Reports During Construction.** The Developer agrees to provide, or cause to be provided by the Dissemination Agent no later than thirty (30) days after the end of each calendar quarter, beginning with the calendar quarter ending [December 31, 2026], and continuing through the calendar quarter in which the Hotel is issued an occupancy permit by the City, to the MSRB, via EMMA, the following information:

(1) Status of completion of the construction or work currently underway on the Downtown Hotel Project, including any change in user or ownership status, actual construction start date, construction status, actual opening date and any defaults under the respective agreements with such owners or lessees.

(2) Source and amount of funds expended for the Downtown Hotel Project during the quarterly period.

(3) As part of the final quarterly report, the date on which the Hotel occupancy permit is issued by the City.

(b) **Annual Reports**. The Developer will provide, or will cause the Dissemination Agent to provide on an annual basis, not later than March 1 of each year, beginning with the annual

report due not later than [March 1, 2027], and continuing as long as the Series 2026 Bonds are outstanding, to the MSRB, via EMMA, the following information:

(1) Sale, transfer or lease of the Hotel, or any portion of the Hotel, to a third party during the previous calendar year. Information to be provided shall include: (i) name of purchaser or lessee, (ii) type of business of purchaser or lessee, and (iii) general description of property sold or transferred.

(2) Termination, expiration or extension of the franchise agreement with respect to the Hotel.

(3) Whether during the previous calendar year, ownership or identity of the Developer under the Development Agreement has changed and, if so, identifying the transferee and indicating whether such transferee is an affiliate. Reference is made to Section 9 hereof which requires such transferee to assume the responsibilities of the Developer hereunder.

(c) Not later than 15 Business Days prior to the dates specified in subsections (a) and (b) for providing the Developer Reports to the MSRB, the Developer shall provide the applicable Developer Reports to the Dissemination Agent, with a copy to the City, with instructions to file the Developer Reports as specified in subsections (a) and (b).

(d) The Dissemination Agent shall promptly following receipt of a Developer Report, provide the Developer Report to the MSRB and file a report with the Developer and the City certifying that the Developer Report has been provided pursuant to this Continuing Disclosure Agreement, stating the date it was provided. The Developer Reports shall be provided to the MSRB in such manner and format as prescribed by the MSRB.

(e) The Developer Reports may be submitted as a single document or as separate documents comprising a package and may cross-reference other information that is provided in this Section 2.

(f) If the Dissemination Agent has not received a Developer Report with filing instructions or a written notice from the Developer that it has filed such report with the MSRB, through EMMA, by the applicable dates specified in subsections (a) or (b), the Dissemination Agent shall send a notice in a timely manner to the MSRB, through EMMA, in substantially the form attached as Exhibit A.

(g) The Dissemination Agent shall send notice to the Developer, no later than the day that is 30 days prior to each Developer Report due date, of the Developer's obligation to provide to the Dissemination Agent the information required in this Section 2.

(h) In addition to the foregoing requirements of this Section, the Developer agrees to provide copies of the most recent Developer Report to any requesting Beneficial Owner, but only after the same has been delivered to the MSRB. Notwithstanding anything herein to the contrary, the Annual Report shall be provided to the MSRB, through EMMA, in such manner and format as prescribed by the MSRB.

Section 3. Reporting of Material Events.

(a) Whenever the Developer obtains actual knowledge of the occurrence of one or more of the following events, the Developer shall within 5 Business Days give or cause to be given to the Dissemination Agent and the City notice of any of the following events (each, a "***Material Event***"):

(1) material damage to or destruction of the Hotel and/or any other improvements that are part of the Downtown Hotel Project financed with the proceeds of the Series 2026 Bonds and status of repair and reconstruction;

(2) the filing of any lawsuit with a claim for damages in excess of $1,000,000 against the Developer which may adversely affect the completion of the Developer construction related to the Downtown Hotel Project or the financial condition of the Developer;

(3) payment default by the Developer or any affiliate thereof on any loan made by a lender to such party with respect to the construction and permanent financing of all or any portion of the Developer construction related to the Downtown Hotel Project;

(4) the filing by or against the Developer or any owners of more than 50% interest in the Developer of any petition or other proceedings under any bankruptcy, insolvency or similar law or any determination that the Developer or an owner of more than 50% interest in the Developer is unable to pay its debt as they become due;

(5) the failure by the Developer or any affiliate of the Developer to pay any ad valorem taxes or special assessment for property owned by the Developer or any affiliate thereof within the area of the Downtown Hotel Project;

(6) any default by the Developer under the Development Agreement;

(7) suspension for more than 30 days or termination of any disbursements by a lender of loan proceeds to finance all or any portion of the Developer construction related to the Downtown Hotel Project;

(8) suspension of construction by the Developer on the Downtown Hotel Project for more than 30 days; and

(9) receipt by Developer or provision by Developer of notice of default or termination under a lease with any tenant of the Developer located in the Downtown Hotel Project area.

(b) The Dissemination Agent shall, promptly after obtaining actual knowledge of the occurrence of any event that it believes may constitute a Material Event, contact the Developer or its designee, or such other person as the Developer shall designate in writing to the Dissemination Agent from time to time, inform such person of the event, and request that the Developer promptly notify the Dissemination Agent in writing whether or not to report the event pursuant to subsection (d). If in response to a request under this subsection (b), the Developer determines that such event would not constitute a Material Event within

the meaning of this Continuing Disclosure Agreement, the Developer shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (d).

(c) Whenever the Developer obtains knowledge of the occurrence of a Material Event, because of a notice from the Dissemination Agent pursuant to subsection (b) or otherwise, the Developer shall promptly notify and instruct the Dissemination Agent in writing to report the occurrence pursuant to subsection (d).

(d) If the Dissemination Agent has been instructed by the Developer to report the occurrence of a Material Event, the Dissemination Agent shall promptly file a notice of such occurrence with the MSRB, if any, with a copy to the Developer and the City.

Section 4. Termination of Reporting Obligation. The Developer's obligations under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Series 2026 Bonds. If the obligations of the Developer under this Disclosure Agreement are assumed in full by some other entity, such entity shall be responsible for compliance with this Disclosure Agreement in the same manner as if it were the Developer, and the Developer shall have no further responsibility hereunder. If such termination or substitution occurs prior to the final maturity of the Series 2026 Bonds, the Developer shall give notice of such termination or substitution in the same manner as for a Material Event under Section 3.

Section 5. Dissemination Agents. The Developer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign as dissemination agent hereunder at any time upon 30 days prior written notice to the Developer. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Developer or the Developer pursuant to this Disclosure Agreement. The initial Dissemination Agent is Security Bank of Kansas City.

Section 6. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Developer and the Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, provided that the City consents to such amendment or waiver.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Developer shall describe such amendment or waiver in the next Developer Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Developer.

Section 7. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Developer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Developer Report or notice of occurrence of a Material Event, in addition to that which is required by this Disclosure Agreement. If the Developer chooses to include any information in any Developer Report or notice of occurrence of a Material Event, in addition to that which is specifically required by this Disclosure Agreement, the Developer shall not have any obligation under this Disclosure

Agreement to update such information or include it in any future Developer Report or notice of occurrence of a Material Event.

Section 8. Default. If the Developer or the Dissemination Agent fails to comply with any provision of this Disclosure Agreement, any Beneficial Owner of the Series 2026 Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Developer or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an event of default under the Indenture or the Series 2026 Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of the Developer or the Dissemination Agent to comply with this Disclosure Agreement shall be an action to compel performance.

Section 9. Assignment. The Developer shall assign this Disclosure Agreement and the obligations of the Developer hereunder to any assignee of the Developer which has assumed the rights, duties and obligations of the Developer under the Development Agreement, in whole or in part, with the prior approval of the City's governing body, pursuant to the provisions of the Development Agreement. It shall be a condition for any such assignment that the assignee accept and assume the obligations of the Developer hereunder. Provided, however, if the Development Agreement has been assigned in part rather than in whole to such assignee, the assignee shall only be obligated to accept and assume the obligations of the Developer hereunder as to the portion of the Project which has been assigned to and assumed by such assignee in connection with the partial assignment of the Development Agreement.

Section 10. Duties and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement and shall have no liability hereunder in the absence of its negligence or willful misconduct. The obligations of the Developer under this Section 10 shall survive the resignation or removal of the Dissemination Agent and payment of the Series 2026 Bonds. The Developer or its successors or assigns shall pay or cause to be timely paid, the fees, charges and expenses of the Dissemination Agent in connection with the performance of its duties under this Disclosure Agreement, and, to the extent permitted by law and pursuant to the terms of the Indenture, the Developer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense or liability which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall not be responsible for the Developer's failure to submit a complete Developer Report to the MSRB. The Dissemination Agent is not responsible for ensuring the compliance with any rule or regulation of the Developer in connection with the filing of information herein but is merely responsible for the filing of any such information provided to the Dissemination Agent by the Developer. The Dissemination Agent may consult legal counsel in the event of any dispute or question as to the construction of any provisions hereof or its duties hereunder, and it shall incur no liability and shall be fully protected in acting in good faith in accordance with the opinion or instructions of such counsel.

Section 11. Notices. Any notices or communications to or among any of the parties to this Disclosure Agreement may be given by registered or certified mail, return-receipt requested, or by confirmed electronic mail or delivered in person or by overnight courier, and will be deemed given on the second day following the date on which the notice or communication is so mailed, as follows:

To the Developer: The Kansas Marshals, LLC
1332 NW Windsor Drive
Lee's Summit, Missouri 64086
Attention: Terry Thom
Email: tthom@nhihotels.com

To the Dissemination Agent: Security Bank of Kansas City
701 Minnesota Avenue, Suite 206
Kansas City, Kansas 66101
Attention: Corporate Trust Department
E-mail: pgardner@securitybankkc.com

Any person may, by written notice to the other persons listed above, designate a different address to which subsequent notices or communications should be sent.

Section 12. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Developer, the City, the Dissemination Agent and the Beneficial Owners from time to time of the Series 2026 Bonds, and shall create no rights in any other person or entity.

Section 13. Severability. If any provision in this Disclosure Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 14. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 15. Electronic Transactions. The arrangement described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, facsimiles, electronic files and other reproductions of original documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 16. Governing Law. This Disclosure Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

Signatures appear on the following pages

IN WITNESS WHEREOF, the Developer and the Dissemination Agent have caused this Disclosure Agreement to be executed as of the day and year first above written.

THE KANSAS MARSHALS, LLC

By: _____
Name: _____
Title: _____

SECURITY BANK OF KANSAS CITY
as Dissemination Agent

By: _____
Name: _____
Title: _____

EXHIBIT A

NOTICE OF FAILURE TO FILE DEVELOPER REPORT

Name of Issuer:	City of Dodge City, Kansas
Obligated Person:	The Kansas Marshals, LLC (the "Developer")
Name of Bond Issue:	$[_____] Sales Tax Special Obligation Revenue Bonds (Heritage Project Area), Series 2026 (the "Series 2026 Bonds")
Date of Issuance:	[_____], 2026

NOTICE IS HEREBY GIVEN that the Developer has not filed a Developer Report with respect to the Series 2026 Bonds as required by the Continuing Disclosure Agreement dated as of [_____], 2026, by and between the Developer and Security Bank of Kansas City, as Dissemination Agent. [The Developer has informed the Dissemination Agent that the Developer anticipates that the Developer Report will be filed by _____.]

Dated: _____ ___, _____

_____

SECURITY BANK OF KANSAS CITY
as Dissemination Agent
on behalf of the Developer

cc: City of Dodge City, Kansas
The Kansas Marshals, LLC

APPENDIX D

FORM OF BOND COUNSEL OPINION

[THIS PAGE INTENTIONALLY LEFT BLANK]

APPENDIX D

FORM OF BOND COUNSEL OPINION

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

[Dated Date]

Governing Body
City of Dodge City, Kansas

Stifel, Nicolaus & Company, Incorporated
St. Louis, Missouri

Security Bank of Kansas City, as Trustee
Kansas City, Kansas

Re: Sales Tax Special Obligation Revenue Bonds (Heritage Project Area), Series 2026, of the City of Dodge City, Kansas

We have served as Bond Counsel to the City of Dodge City, Kansas (the "Issuer"), in connection with the issuance by the Issuer of the above-captioned bonds (the "Bonds"). In this capacity, we have examined the law and such certified proceedings, certifications and other documents as we have deemed necessary to give the opinions below.

The Bonds are issued under and pursuant to K.S.A. 12-17,160 *et seq*., as amended (the "Act"), and a Bond Trust Indenture, dated as of the date stated therein (the "Bond Indenture"), between the Issuer and Security Bank of Kansas City, Kansas City, Kansas, as trustee (the "Trustee"). Capitalized terms used and not otherwise defined in this opinion have the meanings assigned in the Bond Indenture.

Regarding questions of fact material to the opinions below, we have relied upon representations of the Issuer contained in the Indenture, the Tax Distribution Agreement, the Tax Compliance Agreement and the other financing documents and the certified proceedings and other certifications of public officials and others furnished to us, without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that:

1. The Bonds are in proper form and have been duly authorized and issued in accordance with the Constitution and statutes of the State of Kansas, including the Act.

2. The Bonds and the interest thereon are special, limited obligations of the Issuer secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the owners of the Bonds, including the Issuer's rights under the Financing Documents (including, without limitation, the right to receive Revenues, if any, as set forth in the Bond Indenture). The Bonds and interest thereon shall not be deemed to constitute a debt or liability of the State of Kansas or of any political subdivision thereof within the meaning of any state constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the State of Kansas or of any political subdivision thereof, but shall be payable solely from the Trust Estate. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the State of Kansas, the Issuer or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment. The State of Kansas shall not in any event be liable for the payment of the principal of, redemption

premium, if any, or interest on the Bonds or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Issuer. No breach by the Issuer of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State of Kansas or any charge upon its general credit or against its taxing power.

3. The Bond Indenture and the Tax Distribution Agreement have been duly authorized, executed and delivered by the Issuer and constitute valid and legally binding agreements of the Issuer enforceable in accordance with the provisions thereof.

4. The interest on the Bonds (including any original issue discount properly allocable to an owner of a Bond) is: (a) excludable from gross income for federal income tax purposes; and (b) not an item of tax preference for purposes of computing the federal alternative minimum tax. The opinions set forth in this paragraph are subject to the condition that the Issuer complies with all requirements of the Internal Revenue Code of 1986, as amended (the "Code") that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with all of these requirements. Failure to comply with certain of these requirements may cause the interest on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The Bonds have **not** been designated as "qualified tax-exempt obligations" for purposes of Code § 265(b)(3). We express no opinion regarding other federal tax consequences arising with respect to the Bonds.

5. The interest on the Bonds is exempt from income taxation by the State of Kansas.

The rights of the owners of the Bonds and the enforceability of the Bonds, the Bond Indenture and the Tax Distribution Agreement may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights and remedies of creditors, and by equitable principles, whether considered at law or in equity.

We express no opinion regarding the accuracy, adequacy or completeness of the Official Statement or other offering material relating to the Bonds, except as may be set forth in our supplemental opinion of even date herewith, or the tax consequences arising with respect to the Bonds other than as expressly set forth in this opinion letter.

The opinions given in this opinion letter are given as of the date set forth above, and we assume no obligation to revise or supplement them to reflect any facts or circumstances that may later come to our attention, or any changes in law that may later occur.

GILMORE & BELL, P.C

APPENDIX E

CERTAIN INFORMATION CONCERNING THE CITY OF DODGE CITY, KANSAS

[THIS PAGE INTENTIONALLY LEFT BLANK]

APPENDIX E

INFORMATION CONCERNING THE ISSUER

GENERAL

Size and Location

The City of Dodge City, Kansas (the "City" or the "Issuer") is the county seat of Ford County, Kansas (the "County") and is located approximately 150 miles west of Wichita and approximately 112 miles east of the Colorado-Kansas state line. The City encompasses approximately 14 square miles and has a current estimated population of approximately 27,653 persons.

Government and Organization of the Issuer

The City was incorporated in 1875 and became a city of the first class in 1977. The City operates under a Commission-Manager form of government. The five members of the City Commission are elected to four-year terms, with not more than three elected in each even-numbered year. The City Commissioners annually elects a Mayor and Vice Mayor, which shall be commissioners. The City Manager is appointed by the City Commission and is charged with the efficient and effective administration of the City.

The City Manager is the chief executive officer of the City. Nickolaus J. Hernandez was appointed to the City Manager position in 2020. Prior to his appointment by the City, Mr. Hernandez served as a city manager in Kansas for 13 years, and has worked in Kansas municipal government since 2005.

Municipal Services and Utilities

The City is a full-service city and has 225 employees. The City operates a fire department of 25 full-time fire fighters. The police department employs 49 officers. The public works department handles all street maintenance, as well as the garbage and refuse collection. The City operates both the water utility and sewage treatment plant. The City maintains the infrastructure in all 9,485 acres of the City, including 23 parks and approximately 156 miles of streets.

Transportation and Communication Facilities

The City has access to excellent ground and air transportation facilities. The main line of the Atchison, Topeka, and the Burlington Northern Santa Fe Railroad runs through the City and is joined by a spur of the Cotton Belt Railroad. Amtrak serves Dodge City twice daily. U.S. Highways 50, 56, 283 and 400 provide additional surface transportation routes for truck transport, passenger buses and automobile travel. The Dodge City Regional Airport provides convenient air transportation service including commercial, private aircraft and air charter services. Beginning in 2020, United operated by Sky West Airlines has daily scheduled flights to Denver and connections to flights to other major cities and smaller communities as well.

Educational Institutions and Facilities

The City is the location of offices for Unified School District No. 443, with thirteen attendance centers providing complete educational facilities for pre-kindergarten through high school, with a total 2024/25 headcount of 7,347. Sacred Heart Cathedral School provides parochial education for approximately 150. Dodge City Community College was founded in 1935 and moved to its present modern campus in 1970. The Community College has an enrollment of approximately 1,807 students. Outreach services are provided in several smaller communities throughout the region. DCCC has joined with some colleges and universities that offer bachelor's degrees including Fort Hays State University, Friends University and Newman University.

Medical and Health Facilities

St. Catherine's-Dodge City is a Joint Commission (JCAHO) accredited 99-bed hospital that serves as a regional referral center for southwest Kansas. St. Catherine's-Dodge City provides health services that include Diagnostic and Interventional Cardiology, a Cardiac Cath Lab, Cardiac Rehabilitation, Helicopter Transport and a newly constructed Family Birthing Center. There is a wide variety of medical professionals and services available in Dodge City. Home health care is available to the community through Trinity Association. Hospice of the Prairie provides assistance to the terminally ill.

Tourism

Dodge City's Boot Hill and the replica of Front Street are a primary tourist attraction in Kansas. It is estimated that approximately 150,000 tourists visit each year and that at least three million dollars is added to the local economy from the Boot Hill and Front Street operation.

This historic site is located on Wyatt Earp Boulevard, between Third and Fifth Avenues, and occupies approximately eight acres of land. The Boot Hill Museum has a Visitors Center which houses a theater, conference area, offices, and a gift shop. The Museum features an outstanding collection of photographs and artifacts from the pioneer Beeson family. Front Street, which comprises the main section of buildings on the site, was constructed in 1958 and features fully restored working replicas of the 1870's stores, saloons and shops found at the foot of Boot Hill when the main street of Dodge City was frequented by such famous people as Wyatt Earp, "Doc" Holiday and Bat Masterson. The Hardesty House, Santa Fe Depot, steam locomotive and country schoolhouse complete the Front Street complex.

In addition to Boot Hill and Front Street, six national historic sites are located in the area. The Carnegie Art Center, Sacred Heart Cathedral, Lora Locke Hotel, and the Home of Stone are located in the heart of downtown Dodge City; wagon tracks of the Santa Fe Trail may be viewed 11 miles west of the City; and Hennessy Hall is located on the former Saint Mary of the Plains Campus. Several other historic buildings are located in and near Downtown Dodge City. The remodeled historic Santa Fe Depot is home to the Boot Hill Repertory Company.

In early August each year, the City hosts a 10-day long celebration of western heritage. The Dodge City Days PRCA Rodeo draws many top cowboys and stock producers and is one of the top ranked rodeos in the nation.

Twenty motels with 1,000 rooms, including a convention center facility, and over 50 restaurants provide accommodations for tourist and convention needs. An approximate 90 room hotel opened in the fall of 2017. This hotel is part of the City's STAR Bond district in the downtown area known as the heritage district and is adjacent to the western-themed outdoor regional aquatics park. Long Branch Lagoon is an Outdoor Regional Aquatics Park open from Memorial Day to Labor Day featuring a four-pool design consisting of a 50-meter competition pool, a lazy river with an integrated wave pool and a shallow water leisure pool. It also features 2 slides: a boomerango and a tube slide. An R/V campground located in the same area opened in the spring of 2017. The campground has 10 cabins and pull-through and back-in RV sites, as well as tent sites, available.

In June 1997, the voters of Dodge City and Ford County approved a retail sales tax issue to fund the construction and operation of several recreation and quality of life facilities. This included air conditioning at the Civic Center to provide year around use of the facility; Legends Field, a four-plex softball/baseball complex; Saint Mary's Complex, a soccer complex with 6 fields; and Dodge City Raceway Park, an outdoor motor sports complex. A Special Events Center named United Wireless Arena and Conference Center opened in February 2011. The United Wireless Arena is a state of the art, multi-purpose facility that hosts concerts, sporting events, family shows, motorsports, trade shows, rodeos, equestrian events and community events. The Boot Hill Casino Conference Center features 10,000 square feet of meeting space with multiple room configurations to accommodate a wide variety of events, large and small.

The Special Events Center is located adjacent to the Boot Hill Casino and Resort, a destination casino. The State legislature approved legislation that allowed voters in Ford County to vote whether or not they wanted a destination casino. The voters approved the destination casino and the committee for the State Gaming Commission selected Butler National as the Casino's manager and operator. Phase 1 of the Casino opened in 2009 and Phase 2

opened in 2012. The Casino is the State's first State-owned casino, and it has brought opportunities and growth to the community. A Hampton Inn is located adjacent to the casino. Dodge City Raceway Park is a premier dirt track that hosts weekly car races as well as national car race events.

ECONOMIC INFORMATION

Major Employers

Listed below are the major employers located in City and the number employed by each as of April 2026:

Major Employers	Product/Service	Number of Full- & Part-time Employees
1. National Beef	Processed Beef	3,000
2. Cargill Meat Solutions	Processed Beef	2,000
3. Unified School District No. 443	Education	1,377
4. Ford County Government Center	Public Service	445
5. Walmart Supercenter	Retail Sales	320
6. Hilmar Cheese Company	Cheese/Whey processing	260
7. Boot Hill Casino & Resort	Casino	250
8. City of Dodge City	Public Service	210
9. St. Catherine's Hospital Dodge City	Healthcare	189
10. Dodge City Community College	Education	182

Source: Dodge City/Ford County Development Corporation

Labor Force

The following table sets forth labor force figures for Ford County and the State of Kansas:

FORD COUNTY

Year	Total Labor Force	Employed	Unemployed	Unemployed Rate
2021	17,447	17,034	413	2.4%
2022	17,628	17,230	398	2.3%
2023	17,534	17,113	421	2.4%
2024	17,989	17,488	501	2.8%
2025	18,416	17,860	556	3.0%

STATE OF KANSAS

Year	Total Labor Force	Employed	Unemployed	Unemployed Rate
2021	1,502,391	1,450,948	51,443	3.4%
2022	1,510,916	1,468,686	42,230	2.8%
2023	1,527,042	1,483,017	44,025	2.9%
2024	1,548,387	1,493,815	54,572	3.5%
2025	1,572,150	1,512,600	59,550	3.8%

Source: Kansas Department of Labor

Retail Sales Tax Collections

The following table lists State of Kansas sales and use tax collections (for calendar years listed) and per capita sales and use tax collections (for fiscal years listed) for sales occurring in Ford County, Kansas:

Year	State Sales and Use Tax Collections (in Ford County)	Per Capita State Sales and Use Tax Collections (in Ford County)
2021	$47,240,038	$1,305.17
2022	52,134,681	1,452.83
2023	50,572,568	1,525.06
2024	50,933,533	1,464.02
2025	48,818,746	1,491.04

The State sales and use tax increased to 6.50%, effective July 1, 2015. For sales of food and food ingredients, beginning January 1, 2023, the State sales and use tax rate was reduced to 4%, beginning January 1, 2024, such rate was reduced to 2%, and beginning January 1, 2025, such rate was reduced to 0%. During such times, the State sales and use tax rate on non-food and non-food ingredients sales is scheduled to remain at 6.50%.

Source: Kansas Statistical Abstract

Local Option Sales Tax

The following table provides the amount of local sales and use tax collected and received (on a cash-basis method) by Ford County and the City during the years indicated.

Year	Ford County [1]	City of Dodge City [2]
2021	$7,889,776	$ 6,838,108
2022	8,756,851	7,640,814
2023	8,914,073	10,039,818
2024	9,283,653	12,140,452
2025	9,547,103	12,327,096
2026 [3]	4,557,490	5,863,453

[1] As of April 1, 2017, Ford County imposes a countywide retailers' sales tax in the amount of one percent (1.0%), which was approved by the voters of Ford County in 1997. The amounts shown represent the aggregate amount of County sales taxes, including the amounts allocated to the County and each of the cities located in the County.
[2] As of April 1, 2023, the City imposes citywide retailers' sales taxes in the aggregate amount of one and one-half percent (1.5%). Amount represents the aggregate amount of sales tax moneys received by the City from its 1.5% retailers' sales tax.
[3] Represents distributions January – June 2026.
***Source*:** Kansas Department of Revenue

Of the amounts and the sales taxes described above, a portion of the amounts included under the headings "Ford County" and "City of Dodge City" were jointly authorized by the City and the County electorates to finance the costs of constructing, equipping and operating certain public projects authorized at the 1997 election and/or recommended by a Project Review and Advisory Committee (collectively the "Public Projects"), including bonds issued to pay the costs of the Public Projects (the City's outstanding Sales Tax Revenue Bonds, Series 2015, and Sales Tax Refunding Revenue Bonds, Series 2016). The following table lists the aggregate amount (on a cash-basis method) of the one-half percent City sales tax and the portion of the one-half percent County sales tax received by the City and dedicated to such Public Projects:

Year	Aggregate Sales Tax Revenues Dedicated to the Public Projects
2021	$7,086,250
2022	7,959,083
2023	7,836,204
2024	8,641,847
2025	8,473,002
2026 [1]	4,137,521

[1] As of June 30, 2026.
Source: City Finance Department

Oil Production

The oil production (in number of barrels) for Ford County for the years listed is indicated in the following table:

Year	Oil Production
2021	345,322
2022	314,293
2023	287,460
2024	275,236
2025	247,257

Source: Kansas Geological Survey

Financial and Banking Institutions

There are currently 11 banks located in Ford County. For the years listed, bank deposits of the County's banks are as follows:

Year	Total Bank Deposits
2021	$758,258,000
2022	828,338,000
2023	824,709,000
2024	855,383,000
2025	845,000,000

Source: FDIC

Building Permits

The following table indicates the number of building permits and total valuation of these permits issued within the City for the years indicated. These numbers reflect permits issued either for new construction or for major renovation.

Year	Number of Permits Issued	Value of Permits
2021	1,183	$ 33,326,053
2022 [1]	1,444	100,160,354
2023 [1]	1,431	51,411,501
2024	1,425	68,890,067
2025	1,200	80,685,972

[1] Increase in value of permits issued in 2022 and 2023 is due to the construction of a cheese and whey production facility.
Source: Dodge City Building Department

Population Trends

The following table shows the approximate population of City and Ford County in the years indicated:

Year	City Population	Ford County Population
2000	25,176	32,458
2010	27,340	33,848
2020	27,788	34,287
2022	27,422	33,848
2023	27,514	33,980
2024	27,663	34,072
2025	27,653	33,993

The median age of persons in Ford County and the State of Kansas is 32.6 and 37.3, respectively, per the 2020 Census.

Source: 2000, 2010 and 2020 data: U.S. Census Bureau; 2022-2025 data: Kansas Division of Budget

Personal Income Trends

Ford County personal (in thousands of dollars) and per capita income and the State of Kansas per capita income are listed for the years indicated, in the following table.

Year	Ford County Personal Income	Ford County Per Capita Income	State of Kansas Per Capita Income
2020	$1,328,189	$38,661	$52,156
2021	1,516,403	44,320	55,101
2022	1,620,609	47,406	59,021
2023	1,617,865	47,691	62,326
2024	1,663,283	48,817	65,856

Source: U.S. Department of Commerce – Bureau of Economic Analysis

FINANCIAL INFORMATION

Accounting, Budgeting and Auditing Procedures

The City follows a modified accrual basis of accounting for all tax supported funds of the City, including the General Fund. An accrual basis of accounting is utilized for proprietary funds.

An annual budget of estimated receipts and disbursements for the coming calendar year is required by statute to be prepared for all funds (unless specifically exempted). The budget is prepared utilizing the modified accrual basis which is further modified by the encumbrance method of accounting. For example, commitments such as purchase orders and contracts, in addition to disbursements and accounts payable, are recorded as expenditures. The budget lists estimated receipts by funds and sources and estimated disbursements by funds and purposes. The proposed budget is presented to the governing body of the City prior to August 1, with a public hearing required to be held prior to August 15, with the final budget to be adopted by a majority vote of the governing body of the City prior to August 25 of each year (or October 1 if the City must conduct a public hearing to levy taxes in excess of its revenue neutral rate described below). Budgets may be amended upon action of the governing body after notice and public hearing, provided that no additional tax revenues may be raised after the original budget is adopted.

The City may levy taxes in accordance with the requirements of its adopted budget. Property tax levies are based on the adopted budget of the City and the assessed valuations provided by the County appraiser. In 2021, the Kansas Legislature passed legislation (the "Revenue Neutral Tax Act") that repeals the "tax lid" (formerly K.S.A. 79-2925c) and provides that, beginning January 1, 2021, a taxing subdivision (which includes any political subdivision of the State that levies an ad valorem property tax, including the City) is not authorized to levy a property tax rate in excess of its revenue neutral rate without first providing notice, holding a public hearing, and authorizing such property tax rate by majority vote of its governing body. The revenue neutral rate means the tax rate for the current tax year that would generate the same property tax revenue as levied the previous tax year using the current tax year's total assessed valuation.

The Revenue Neutral Tax Act provides that by June 15 of every year (or by July 1 for tax year 2024), each county clerk shall calculate the revenue neutral rate for each taxing subdivision in their respective county. If a taxing subdivision desires to levy a tax rate in excess of its revenue neutral rate, it must notify the county clerk by July 20 of the taxing subdivision's intent to exceed the revenue neutral rate and provide to the county clerk the date, time and location of the related public hearing and the taxing subdivision's proposed tax rate. The county clerk is required to provide notice of such intent to exceed the revenue neutral rate to each taxpayer with property in the taxing subdivision at least 10 days in advance of the public hearing. The notice must include the following information: (1) the heading "NOTICE OF PROPOSED PROPERTY TAX INCREASE AND PUBLIC HEARINGS"; (2) a statement that the notice contains estimates of the property tax and proposed property tax increases, actual taxes may increase or decrease from the estimates provided, the governing body will vote at a public hearing to exceed the revenue neutral rate, taxpayers may attend and comment at the hearing, and property tax statements will be issued after mill rates are finalized and taxes are calculated; (3) the appraised value and assessed value of the taxpayer's property for the current year and the previous year; (4) the amount of property tax of the taxing subdivision on the taxpayer's property from the previous year's tax statement; (5) the estimated amount of property tax for the current year of the taxing subdivision on the taxpayer's property based on the revenue neutral rate of the taxing subdivision; (6) the estimated amount of property tax for the current year of the taxing subdivision on the taxpayer's property based on the proposed tax rate provided by the taxing subdivision; (7) the difference between the amount of the current year's maximum tax and the previous year's tax, reflected in dollars and a percentage, for the taxing subdivision; (8) the date, time and location of the public hearing of the taxing subdivision; and (9) the difference between the current year's maximum tax and the estimated amount of property tax based on the revenue neutral rate of the taxing subdivision.

The public hearing regarding exceeding the revenue neutral rate is to be held between August 20 and September 20, and can be held in conjunction with the taxing subdivision's budget hearing. If multiple taxing subdivisions within the county are required to hold a public hearing, the county clerk's notices to the taxpayer will be combined into a single notice. After the public hearing, the taxing subdivision can approve exceeding the revenue neutral rate by governing body approval of a resolution or ordinance, and thereafter the taxing subdivisions will adopt the budget by majority vote of its governing body. The amount of tax to be levied and the adopted budget must be certified to the county clerk by October 1. The taxing subdivision's adopted budget shall not result in a tax rate in excess of its proposed rate stated in the notice provided to the taxpayers. If a taxing subdivision fails to comply with the requirements of the Revenue Neutral Tax Act, it shall refund to the taxpayers any property taxes over-collected based on the amount of the levy that was in excess of the revenue neutral rate. However, if a taxing subdivision does not comply with the notice and hearing requirements of the Revenue Neutral Tax Act because it did not intend to exceed its revenue neutral rate, but the final assessed valuation of such taxing subdivision used to calculate the actual levy is less than the estimated assessed valuation used to calculate the revenue neutral rate, such taxing subdivision is permitted to levy a tax rate that generates the same amount of property tax revenue as levied the prior year or less.

The City cannot predict the impact of the Revenue Neutral Tax Act on the ratings on the City's outstanding general obligation debt, or the general rating of the City. A change in the rating on the City's outstanding general obligation debt or a change in the general rating of the City may adversely impact the market price of the City's outstanding general obligation debt in the secondary market.

Kansas law prohibits governmental units from creating indebtedness unless there are funds on hand in the proper accounts and unencumbered by previous action with which to pay such indebtedness. An exception to this cash-basis operation is made where provision has been made for payment of obligations by bonds or other specific debt obligations authorized by law.

The financial records of the City are audited annually by a firm of independent certified public accountants in accordance with generally accepted auditing standards. In recent years, the annual audit has been performed by Kennedy McKee & Company LLP, Dodge City, Kansas. Copies of the audit reports for the past five (5) years are on file in the City Clerk's office and are available for review.

The financial information contained in the Appendices to this Official Statement are an integral part of this document and are intended to be read in conjunction herewith.

Sources of Revenue

The City finances its general operations through the local property tax levy, various other taxes, a variety of license and permit fees, and other miscellaneous sources as indicated below for the fiscal year which ended December 31, 2024:

Source	Percent
Local property tax	15.64%
Delinquent taxes	0.39%
Motor vehicle taxes	2.28%
State shared revenues and other taxes	26.49%
Expanded lottery tax	1.26%
Gasoline tax	1.99%
Liquor and drug tax	0.75%
Special assessments	0.60%
Grants	0.03%
Sales	0.01%
Franchise fees	2.88%
Fines	1.96%
User fees, licenses and sales	3.71%
Golf fees	1.25%
Sanitation fees	5.12%
Water fees	12.59%
Interest	1.46%
Drainage fees	0.53%
Wastewater	13.18%
Bio gas revenue	7.88%
Total	***100.00%***

Source: Clerk

Property Valuations

The determination of assessed valuation and the collection of property taxes for all political subdivisions in the state of Kansas is the responsibility of the various counties under the direction of state statutes. The Ford County Appraiser's office determines the fair market value of all taxable property within Ford County and the assessed valuation thereof that is to be used as a basis for the mill levy on property located in the Issuer.

Property subject to ad valorem taxation is divided into two classes, real property and personal property. Real property is divided into seven subclasses; there are six subclasses of personal property. The real property (Class 1) subclasses are: (i) real property used for residential purposes including multi-family mobile or manufactured homes and the real property on which such homes are located, assessed at 11.5%, (ii) agricultural land, valued on the basis of agricultural income or productivity, assessed at 30%, (iii) vacant lots, assessed at 12%, (iv) real property, owned and operated by a not-for-profit organization not subject to federal income taxation, pursuant to Code §501, assessed at 12%, (v) public utility real property, except railroad real property, assessed at the average rate that all other commercial and industrial property is assessed, assessed at 33%, (vi) real property used for commercial and industrial purposes and buildings and other improvements located on land devoted to agricultural use, assessed at 25%, and (vii) all other urban and real property not otherwise specifically classified, assessed at 30%. Tangible personal property

(Class 2) subclasses are: (i) mobile homes used for residential purposes, assessed at 11.5%, (ii) mineral leasehold interests, except oil leasehold interests, the average daily production from which is 5 barrels or less, and natural gas leasehold interests, the average daily production from which is 100 mcf or less, which shall be assessed at 25%, assessed at 30%, (iii) public utility tangible personal property, including inventories thereof, except railroad personal property, including inventories thereof, which shall be assessed at the average rate all other commercial and industrial property is assessed, assessed at 33%, (iv) all categories of motor vehicles not defined and specifically valued and taxed pursuant to law enacted prior to January 1, 1985, assessed at 30%, (v) commercial and industrial machinery and equipment which if its economic life is 7 years or more, shall be valued at its retail cost, when new, less seven-year straight-line depreciation, or which, if its economic life is less than 7 years, shall be valued at its retail cost when new, less straight-line depreciation over its economic life, except that, the value so obtained for such property, notwithstanding its economic life and as long as such property is being used, shall not be less than 20% of the retail cost when new of such property, assessed at 25%, and (vi) all other tangible personal property not otherwise specifically classified, assessed at 30%. All property used exclusively for state, county, municipal, literary, educational, scientific, religious, benevolent and charitable purposes, farm machinery and equipment, merchants' and manufacturers' inventories, other than public utility inventories included in subclass (3) of class 2, livestock, and all household goods and personal effects not used for the production of income, shall be exempted from property taxation.

The Kansas Legislature (the "Legislature") reduced the applicable assessment rates on motor vehicles from 30% of market value to 20% of market value as of January 1, 2000.

The 2006 Legislature exempted from all property or ad valorem property taxes levied under the laws of the State all commercial, industrial, telecommunications and railroad machinery and equipment acquired by qualified purchase or lease after June 30, 2006 or transported into the State after June 30, 2006 for the purpose of expanding an existing business or creation of a new business.

The Legislature may from time to time adopt changes in the property tax system or method of imposing and collecting property taxes within the State. Taxpayers may also challenge the fair market value of property assigned by the county appraiser. The effects of such legislative changes and successful challenges to the appraiser's determination of fair market value could affect the Issuer's property tax collections. If a taxpayer valuation challenge is successful, the liability of the Issuer to refund property taxes previously paid under protest may have a material impact on the Issuer's financial situation.

Appraised Value

The following table shows the appraised value of the taxable and exempt real property within the City for the following years:

Year	Appraised Value
2021/22	$1,429,107,790
2022/23	1,561,364,550
2023/24	1,752,972,300
2024/25	1,908,107,710
2025/26	[redacted]

Source: County Appraiser

Assessed Valuation

The following table shows the assessed valuation of the taxable tangible property within the City for the following years:

Year	Real Property	Personal Property	Utilities	Motor Vehicles	Total Valuation
2021/22	$155,111,668	$5,775,892	$11,356,532	$28,358,305	$200,602,397
2022/23	163,106,521	5,825,871	10,979,655	27,837,345	207,749,392
2023/24	183,575,001	5,865,633	11,534,079	28,114,949	229,089,662
2024/25	194,325,330	5,896,649	11,897,497	28,520,196	240,639,672
2025/26	212,678,396	5,797,157	11,725,451	28,139,958	258,340,962
2026/27 [1]	217,517,676	5,055,074	11,755,328	28,139,958	262,468,036

[1] Preliminary 2026 assessed valuation figures used for budgeting purposes. 2026 motor vehicle valuation not yet available; 2025 data used for estimation purposes only.
Source: County Clerk

Property Tax Levies and Collections

Tax Collections. Tax statements are mailed November 1 each year and may be paid in full or one-half on or before December 20 with the remaining one-half due on or before May 10 of the following year. Taxes that are unpaid on the due dates are considered delinquent and accrue interest at a per annum rate established by State law until paid or until the property is sold for taxes. Real estate bearing unpaid taxes is advertised for sale on or before August 1 of each year and is sold by the County for taxes and all legal charges on the first Tuesday in September. Properties that are sold and not redeemed within two years after the tax sale are subject to foreclosure sale, except homestead properties which are subject to foreclosure sale after three years.

Personal taxes are due and may be paid in the same manner as real estate taxes, with the same interest applying to delinquencies. If personal taxes are not paid when due, and after written notice, warrants are issued and placed in the hands of the Sheriff for collection. If not paid on or before October 1, legal judgment is entered and the delinquent tax becomes a lien on the property. Unless renewed, a non-enforced lien expires five years after it is entered.

Motor vehicle taxes are collected periodically throughout the year concurrently with the renewal of motor vehicle tags based upon the value of such vehicles. Such tax receipts are distributed to all taxing subdivisions, including the State of Kansas, in proportion to the number of mills levied within each taxpayer's tax levy unit.

Tax Rates. The City may levy taxes in accordance with the requirements of its adopted budget. Property tax levies are based on the adopted budget of the City and the assessed valuations provided by the County appraiser.

The following table shows the City's mill levies by fund (per $1000 of assessed valuation) for each of the years indicated and the current year:

Year	General Fund	Library Fund	Liability Fund	Bond and Interest	Misc. Funds	Total Levy
2021/22	23.087	5.492	2.343	10.835	2.102	43.859
2022/23	23.625	4.928	2.649	10.440	1.806	43.448
2023/24	14.201	5.560	2.069	10.361	6.036	38.227
2024/25	9.831	5.547	2.287	10.575	7.983	36.223
2025/26	6.850	4.124	4.211	11.563	8.863	35.611

Source: Kansas Dept of Administration, County Tax Levy Sheet

Aggregate Tax Levies. The aggregate tax levies (per $1000 assessed valuation) of the City and overlapping jurisdictions for the years indicated are included in the following table:

Year	City	Ford County	School District #443	Dodge City Comm. College	State	Total Levy
2021/22	43.859	45.974	57.036	32.371	1.500	180.740
2022/23	43.448	46.156	57.055	32.057	1.500	180.216
2023/24	38.227	45.931	56.957	31.893	1.500	174.508
2024/25	36.223	44.904	47.926	31.925	1.500	162.478
2025/26	35.611	42.462	47.871	31.741	1.500	159.185

Source: Kansas Dept of Administration, County Tax Levy Sheet

Tax Collection Record. The following table sets forth tax collection information for the City for the years indicated:

		Current Taxes Collected		Current & Delinquent Taxes Collected	
Year	Total Taxes Levied	Amount	Percentage	Amount	Percentage
2021/22	$7,554,304	$7,436,662	98.44%	$7,686,491	101.75%
2022/23	7,826,792	7,701,726	98.40%	8,050,595	102.86%
2023/24	7,695,489	7,791,857	101.25%	8,049,780	104.60%
2024/25	7,701,669	7,816,345	101.48%	8,022,125	104.16%
2025/26	8,197,828	7,784,753	94.96%	7,946,631	96.94%

Source: County Treasurer

Major Taxpayers. The following table sets forth the ten largest taxpayers in the City for taxes levied in the most recent tax collection period (2025/26):

Taxpayer	Assessed Valuation	Taxes Levied
1. National Beef PAC	$11,799,152	$1,921,981.74
2. BHCRRE LLC	4,530,404	1,038,684.19
3. Victory Electric	6,426,300	1,033,408.42
4. Klandas LLC	5,232,491	846,685.08
5. Black Hills Corp	2,546,814	407,521.28
6. Kansas Outlaws LLC	2,363,140	376,003.94
7. Wal-Mart R E Business	2,284,503	363,658.62
8. Lineage Master RE	2,063,958	328,551.16
9. BHC Lodging LC	1,958,263	311,726.10
10. BNSF	1,896,834	302,289.42

Source: County Clerk

Risk Management

The City is insured against the risks arising from general liability and property insurance by MPR and Workmen's Compensation by KMIT. The City offers employee health insurance through Blue Cross/Blue Shield of Kansas.

History of Employment

The following table indicates the history of the Issuer's employment for the years indicated.

Year	Total Full-Time Employees
2021	200
2022	210
2023	215
2024	225
2025	210

Source: City Clerk

Employee Relations

The City maintains and updates its Job Classification Plan on an annual basis. Wages and salaries for each job class are reviewed with peer group cities as well as throughout the community in order to maintain competitive wages. This aids in attracting and maintaining quality employees to serve the efficiency of all operations of the City. A number of employees in each department and division are also reviewed and compared with peer groups. Additions of employees are always reviewed by the City Commission and are predicated somewhat on budgetary considerations as well as efficiency of the organization. Budget shortfalls have not yet impacted numbers of employees. In May 2002, the City Commission voted to recognize employee groups who are interested in negotiating a contract with the City. To date, only one employee group, the Police Department, has negotiated a contract. The Fraternal Order of Police is the bargaining unit for the Police Department contract.

Pension and Employee Retirement Plans

The Issuer participates in the Kansas Public Employees Retirement System ("KPERS") established in 1962, as an instrumentality of the State, pursuant to K.S.A. 74-4901 *et seq.*, to provide retirement and related benefits to public employees in Kansas. KPERS is governed by a board of trustees consisting of nine members each of whom serve four-year terms. The board of trustees appoints an executive director to serve as the managing officer of KPERS and manage a staff to carry out daily operations of the system.

As of June 30, 2025, KPERS serves approximately 350,000 members and approximately 1,500 participating employers, including the State, school districts, counties, cities, public libraries, hospitals and other governmental units. KPERS administers the following three statewide, defined benefit retirement plans for public employees:

(a) Kansas Public Employees Retirement System;
(b) Kansas Police and Firemen's Retirement System; and
(c) Kansas Retirement System for Judges.

These three plans are separate and distinct with different membership groups, actuarial assumptions, experience, contribution rates and benefit options. The Kansas Public Employees Retirement System is the largest of the three plans, accounting for approximately 95% of the members. The Kansas Public Employees Retirement System is further divided into two separate groups, as follows:

(a) *State/School Group* - includes members employed by the State, school districts, community colleges, vocational-technical schools and educational cooperatives. The State of Kansas makes all employer contributions for this group, the majority of which comes from the State General Fund.

(b) *Local Group* - all participating cities, counties, library boards, water districts and political subdivisions are included in this group. Local employers contribute at a different rate than the State/School Group rate.

KPERS is currently a qualified, governmental, § 401(a) defined benefit pension plan, and has received IRS determination letters attesting to the plan's qualified status dated October 14, 1999 and March 5, 2001. KPERS is

also a "contributory" defined benefit plan, meaning that employees make contributions to the plan. This contrasts it from noncontributory pension plans, which are funded solely by employer contributions. The Issuer's employees currently annually contribute 6% of their gross salary to the plan if such employees are KPERS Tier 1 members (covered employment prior to July 1, 2009), KPERS Tier 2 members (covered employment on or after July 1, 2009), or KPERS Tier 3 members (covered employment on or after January 1, 2015).

In 2004, 2015 and 2021, the Kansas Development Finance Authority, on behalf of the State, issued pension obligation bonds and contributed the proceeds thereof to KPERS to assist with improving the status of the unfunded actuarial pension liability. In 2022 the Legislature provided for additional contributions totaling $1.125 billion in four payments to be deposited into the KPERS trust fund for the School Group. For more information about the Legislature's actions related to KPERS, please see the valuation report referenced below.

The Issuer's contribution varies from year to year based upon the annual actuarial valuation and appraisal made by KPERS, subject to legislative caps on percentage increases. The Issuer's contribution is 9.59% of the employee's gross salary for calendar year 2026. In addition, the Issuer contributes 1% of the employee's gross salary for Death and Disability Insurance for covered employees.

According to the Valuation Report as of December 31, 2024 (the "2024 Valuation Report") the KPERS Local Group, of which the Issuer is a member, carried an unfunded accrued actuarial liability ("UAAL") of approximately $2.173 billion at the end of 2024. The amount of the UAAL in 2024 changed from the previous year's amount due to the factors discussed in the 2024 Valuation Report; such report also includes additional information relating to the funded status of the KPERS Local Group, including recent trends in the funded status of the KPERS Local Group. A copy of the 2024 Valuation Report is available on the KPERS website at www.kspers.gov/about/reports. The Issuer has no means to independently verify any of the information set forth on the KPERS website or in the 2024 Valuation Report, which is the most recent financial and actuarial information available on the KPERS website relating to the funded status of the KPERS Local Group. The 2024 Valuation Report sets the employer contribution rate for the period beginning January 1, 2027, for the KPERS Local Group, and KPERS' actuaries identified that an employer contribution rate of 9.44% of covered payroll would be necessary, in addition to statutory contributions by covered employees, to eliminate the UAAL by the end of the actuarial period set forth in the 2024 Valuation Report. The statutory contribution rate of employers currently equals the 2024 Valuation Report's actuarial rate. As a result, members of the Local Group are adequately funding their projected actuarial liabilities and the UAAL can be expected to diminish over time. The required employer contribution rate may increase up to the maximum statutorily allowed rate, which is 1.2% in fiscal year 2017 and thereafter.

The Issuer has established membership in the Kansas Police and Fire Retirement System ("KP&F") for its police and fire personnel. KP&F is a division of and is administered by KPERS. Annual contributions are adjusted annually based on actuarial studies, subject to legislative caps on percentage increases. According to the 2024 Valuation Report, KP&F carried an UAAL of approximately $1.521 billion at the end of 2024. For KP&F, the Issuer's employees currently annually contribute 7.15% of their gross salary to the plan. For the year beginning January 1, 2026, the Issuer contributes 24.00% of employees' gross salary.

The Issuer has not implemented GASB 68 – Accounting and Financial Reporting for Pensions – An Amendment of GASB 27, because the Issuer's financial statements are prepared on a regulatory basis of accounting which is a comprehensive basis of accounting different from accounting principles generally accepted in the United States of America. KPERS, however, has implemented GASB 67 – Financial Reporting for Pension Plans – An Amendment of GASB Statement 25, and is required annually to provide its participants the proportional share of the net pension liability of KPERS allocated to each participant as of the end of the prior fiscal year. The KPERS' Schedule of Employer and Nonemployer Allocations and Schedules of Pension Amounts by Employer and Nonemployer (the "GASB 68 Report") provides the net pension liability allocated to each KPERS participant, including the Issuer. The GASB 68 Report is available on the KPERS website at kpers.org/about/reports.html. Because the Issuer has not implemented GASB 68, the net pension liability calculated by KPERS for the Issuer is not reflected as a liability on the Issuer's financial statements. The Issuer has no means to independently verify any of the information set forth on the KPERS website or in the GASB 68 Report. It is important to note that under existing State law, the Issuer has no legal obligation for the UAAL or the net pension liability calculated by KPERS, and such figures are for informational purposes only.

DEBT STRUCTURE

Debt Summary

The following table summarizes certain key statistics with respect to the Issuer's general obligation debt:

Debt Summary (As of August 1, 2026)	City Debt
Appraised Value of Taxable Property [1]	$[_____]
2026 Preliminary Assessed Valuation [2]	$262,468,036
Outstanding General Obligation Debt	$76,455,000
Direct Debt Per Capita (Population = 27,653)	$2,765
Direct and Overlapping Debt Per Capita	$3,911
Direct Debt as a Percentage of 2026 Preliminary Assessed Valuation	29.13%
Direct and Overlapping Debt as a Percentage of Assessed Valuation	41.20%
Direct Debt as a Percentage of Appraised Value	[____]%
Direct and Overlapping Debt as a Percentage of Appraised Value	[____]%

[1] See **"Property Valuations"** *infra*.
[2] The final assessed valuation of taxable tangible property within the City, including the taxable value of motor vehicles.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

Authority to Incur Debt

Pursuant to Kansas law, the City is permitted to issue general obligation debt in an aggregate amount not to exceed 30% of its (1) assessed valuation as certified to the county clerk on the preceding August 25 (assessed valuation figures as of August 25 are typically estimates used for budgeting purposes and may be slightly different than final valuation figures shown herein) and (2) valuation of motor vehicles (the "Debt Limit"). State law exempts various types of general obligation bonds and temporary notes from counting against the City's Debt Limit; for instance and among other exemptions, bonds or temporary notes issued for the purpose of acquiring, enlarging, extending or improving any storm or sanitary sewer system; for the purpose of acquiring, enlarging, extending or improving any municipal utility; or to pay the cost of improvements to intersections of streets and alleys or that portion of any street immediately in front of city or school district property, are not included in computing the total bonded indebtedness of the City for the purposes of determining the limitations on bonded indebtedness. The following table provides certain information relating to the City's outstanding general obligation debt:

Debt Limit Summary (As of August 1, 2026)	**City Debt**
Preliminary Assessed Valuation (including Motor Vehicle Valuation) [1]	$262,468,036
Statutory Debt Limit [2]	$78,740,411
Outstanding General Obligation Debt	$76,455,000
Exempt Debt	$19,223,680
Net Debt against Debt Limit Capacity [3]	$57,231,320
Additional legal debt capacity	$21,509,091
Statutory Direct debt as a percentage of Preliminary Assessed Valuation	21.81%

[1] The assessed value of all tangible taxable property within the City, as certified to the County Clerk on the preceding August 25. Also includes the taxable value of motor vehicles within the City. 2026 motor vehicle valuation not yet available; 2025 data used for estimation purposes only. See K.S.A. 10-301 *et seq*.
[2] Based upon preliminary assessed value of all tangible taxable property within the City, as certified to the County Clerk on the preceding August 25. See K.S.A. 10-301 *et seq*.
[3] Excludes general obligation debt that is exempt from the City's Debt Limit pursuant to State law exceptions.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

Current Indebtedness of the Issuer

The following table sets forth as August 1, 2026, all of the outstanding obligations of the Issuer:

GENERAL OBLIGATION BONDS

Description of Indebtedness	Series	Dated Date	Final Maturity	Original Principal Amount	Amount Outstanding	Exempt From Debt Limit
G.O. Refunding & Imp Bonds	2012-B	08/01/12	09/01/32	$21,285,000	$2,370,000	$ 778,302
G.O. Bonds	2014-A	12/01/14	09/01/29	675,000	205,000	72,354
G.O. Bonds	2016-A	02/03/16	09/01/35	5,705,000	3,215,000	0
G.O. Bonds	2016-B	12/15/16	09/01/35	2,000,000	900,000	0
G.O. Bonds	2017-A	06/01/17	09/01/26	2,860,000	335,000	0
G.O. Refunding Bonds	2017-B	12/29/17	09/01/29	5,815,000	2,455,000	217,526
G.O. Bonds	2018-A	12/20/18	09/01/33	3,950,000	2,440,000	788,891
G.O. Bonds	2019-A	12/05/19	09/01/39	16,875,000	9,670,000	8,779,468
Taxable G.O. Refunding & Imp Bonds	2019-B	12/05/19	09/01/29	7,000,000	280,000	280,000
G.O. Bonds	2020-A	08/13/20	09/01/40	4,200,000	3,245,000	0
G.O. Bonds	2021-A	08/12/21	09/01/41	7,725,000	6,430,000	162,352
G.O. Bonds	2022-A	08/25/22	09/01/42	8,990,000	8,090,000	695,486
G. O Bonds	2023-A	08/31/23	09/01/43	6,905,000	6,435,000	1,148,959
G.O. Bonds	2024-A	10/03/24	09/01/44	2,135,000	2,075,000	0
G.O. Bonds	2025-A	08/28/25	09/01/45	16,395,000	16,395,000	2,532,306
Total					***$64,540,000***	***$15,455,644***

TEMPORARY NOTES

Description of Indebtedness	Series	Dated Date	Final Maturity	Original Principal Amount	Amount Outstanding	Exempt From Debt Limit
G.O. Temporary Notes	2024-1	10/03/24	09/01/27	$10,415,000	$10,415,000	$3,328,488
G.O. Temporary Notes	2025-1	08/28/25	09/01/28	1,500,000	1,500,000	439,549
Total					***$11,915,000***	***$3,768,037***

REVENUE OBLIGATIONS

Description of Indebtedness	Series	Dated Date	Final Maturity	Original Principal Amount	Amount Outstanding
Sales Tax Revenue Bonds	2015	03/17/15	06/01/35	$ 9,840,000	$ 5,300,000
Sales Tax Special Obligation Revenue Bonds (STAR Bonds Heritage Project Area) [1]	2015	12/22/15	12/01/35	13,150,000	2,865,000
Sales Tax Refunding Revenue Bonds	2016	03/22/16	06/01/34	32,435,000	20,985,000
Sales Tax Special Obligation Revenue Bonds (STAR Bonds Power Center Project Area) [1]	2018	12/05/18	12/01/38	15,690,000	11,495,000
Sales Tax Special Obligation Revenue Bonds (STAR Bonds Heritage Project Area)	2026	[__/__/26]	12/01/[__]	[_____]	[_____]
Total					***$[_____]***

[1] Amount outstanding as of December 31, 2025.

Source: City Clerk

History of General Obligation Indebtedness

The following table sets forth general obligation debt information pertaining to the Issuer as of the end of each of the years indicated:

Year	Total Debt	Debt As Percentage of Assessed Value	Debt Per Capita
2020	$30,824,100	15.99%	$1,137.25
2021	36,662,750	21.29%	1,318.66
2022	41,910,550	23.20%	1,496.81
2023	63,540,000	31.62%	2,317.12
2024	69,875,000	32.94%	2,539.62

Source: City Clerk

The Issuer has never in its history defaulted on the payment of any of its debt obligations.

Lease Obligations

In addition to the foregoing debt obligations, the City has entered into the following lease obligations. Lease obligations of the City constitute valid and binding obligations of the City in accordance with their terms subject to funds budgeted and appropriated for that purpose during the City's current budget year or funds made available from any lawfully operated revenue producing source as per K.S.A. 10-1116b.

Purpose of Indebtedness	Dated Date	Final Payment Date	Original Principal Amount	Amount Outstanding
Fire Truck	10/18/18	10/18/27	$935,000	$ 201,862
CREW Building	02/12/21	02/12/31	715,866	448,680
Trash trucks	03/31/23	04/01/28	548,500	342,472
Total				***$993,014***

Source: City Clerk

State Loans

The City has entered into a loan agreement with the Kansas Department of Health and Environment to finance improvements to the City's wastewater utility system. The term of the Loan was 20 years and provide for approximately level annual debt service payments.

Purpose of Indebtedness	Dated Date	Final Payment Date	Original Loan Agreement Amount	Amount Outstanding
Wastewater Treatment Plant	09/22/09	09/01/31	$ 25,881,296	(see below)
Bio Gas Project	09/20/16	09/01/31	9,834,150	(see below)
Combined Loan [1]		09/01/31	35,715,446	$4,952,454
South Wastewater Treatment Plant Expansion	10/20/23	03/01/55	59,545,000	52,776,903 [2]

The Loan is secured by a pledge of revenues of the City's wastewater utility system, together with a pledge of unlimited ad valorem property tax levies of the City.

[1] Excludes portion of the Loan prepaid from the proceeds of the Series 2019-A Bonds.
[2] Current principal advanced.
Source: City Clerk

Overlapping Indebtedness

The following table sets forth overlapping indebtedness as of August 1, 2026, and the percent attributable (on the basis of assessed valuation) to the City:

Taxing Jurisdiction	2024 Final Assessed Valuation [1]	Outstanding General Obligation Indebtedness	Percent Applicable to Issuer	Amount Applicable to Issuer
Ford County	$420,032,863	$ 8,030,000	54.81%	$ 4,400,880
U.S.D. No. 443	347,810,613	41,220,000	66.19%	27,281,759
Dodge City Community College	420,032,863	0	54.81%	0
Total				***$31,682,639***

[1] Kansas Department of Administration County Tax Levy Sheet (2025 Final Assessed Valuation information)

Future Indebtedness

The City regularly issues temporary notes and/or general obligation bonds in order to finance infrastructure improvements to serve the City. The City anticipates issuing temporary notes or general obligation bonds within the next 12 months to finance street improvements and other public infrastructure improvements. Additionally, the City periodically evaluates the merits of refunding outstanding general obligation and/or utility revenue bonds; however the timing and/or feasibility of any such re-financings are not available at this time.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

APPENDIX F

ANNUAL COMPREHENSIVE FINANCIAL REPORT OF THE CITY OF DODGE CITY FOR FISCAL YEAR ENDED DECEMBER 31, 2025

[THIS PAGE INTENTIONALLY LEFT BLANK]

CITY OF DODGE CITY, KANSAS

FINANCIAL STATEMENT
with
INDEPENDENT AUDITOR'S REPORT
and
UNIFORM GUIDANCE REPORTS

YEAR ENDED DECEMBER 31, 2025

TABLE OF CONTENTS

Page

Independent Auditor's Report 1

FINANCIAL SECTION

Statement 1
Summary Statement of Receipts, Expenditures and Unencumbered Cash 5

Notes to the Financial Statement 9

REGULATORY-REQUIRED SUPPLEMENTARY INFORMATION

Schedule 1
Summary of Expenditures – Actual and Budget 24

Schedule 2
Schedule of Receipts and Expenditures

2-1 General Fund 25

Special Purpose Funds

2-2 Special Liability Fund 31
2-3 Library Fund 32
2-4 Library Employee Benefits Fund 33
2-5 Sales Tax Fund 34
2-6 Convention and Visitors Fund 37
2-7 Special Streets and Highways Fund 38
2-8 Special Parks and Recreation Fund 39
2-9 Special Alcohol and Drug Fund 40
2-10 Alcohol and Drug Safety Action Fund 41
2-11 Development and Growth Fund 42
2-12 Capital Improvement Fund 43
2-13 Non-Budgeted Special Purpose Funds 44
2-14 Special Purpose Grant Funds 46

Bond and Interest Funds

2-15 GO Bond and Interest Fund 48
2-16 Non-Budgeted Band and Interest Funds 49

Capital Project Funds

2-17 Non-Budgeted Capital Project Funds 50

Business Funds

2-18 Water Utility Fund 53
2-19 Wastewater Utility Fund 54
2-20 Biogas Operations Fund 55
2-21 Solid Waste Utility Fund 56
2-22 Drainage Utility Fund 57
2-23 Vehicle Maintenance Fund 58
2-24 Facilities Maintenance Fund 59

TABLE OF CONTENTS (CONTINUED)

Page

Schedule 3
Summary of Receipts and Disbursements
Agency Funds 60

APPENDICES

Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* 61

Independent Auditor's Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance 63

Schedule of Expenditures of Federal Awards 66

Notes to Schedule of Expenditures of Federal Awards 67

Schedule of Findings and Questioned Costs 68

Summary Schedule of Prior Audit Findings 71

Kennedy
McKee & Company LLP Certified Public Accountants

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

PATRICK M. FRIESS, CPA
JOHN W. HENDRICKSON, CPA
JEREMY J. APPEL, CPA

INDEPENDENT AUDITOR'S REPORT

The Honorable Mayor and City Commissioners
Dodge City, Kansas

Adverse and Unmodified Opinions

We have audited the accompanying fund summary statement of regulatory basis receipts, expenditures, and unencumbered cash of the City of Dodge City, Kansas, as of and for the year ended December 31, 2025 and the related notes to the financial statement.

Adverse Opinion on U.S. Generally Accepted Accounting Principles

In our opinion, because of the significance of the matter discussed in the Basis for Adverse and Unmodified Opinions section of our report, the accompanying financial statement referred to above does not present fairly, in conformity with accounting principles generally accepted in the United States of America, the financial position of the City of Dodge City, Kansas, as of December 31, 2025, or changes in financial position and cash flows thereof for the year then ended.

Unmodified Opinion on Regulatory Basis of Accounting

In our opinion, the accompanying financial statement referred to above presents fairly, in all material respects, the aggregate cash and unencumbered cash balances of the City of Dodge City, Kansas, as of December 31, 2025, and the aggregate receipts and expenditures for the year then ended in accordance with the financial reporting provisions of the *Kansas Municipal Audit and Accounting Guide* described in Note A.

Basis for Adverse and Unmodified Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, and the *Kansas Municipal Audit and Accounting Guide*. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statement section of our report. We are required to be independent of the City of Dodge City, Kansas and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our adverse and unmodified audit opinions.

Matter Giving Rise to Adverse Opinion on U.S. Generally Accepted Accounting Principles

As discussed in Note A of the financial statement, the financial statement is prepared by the City of Dodge City, Kansas on the basis of the financial reporting provisions of the *Kansas Municipal Audit and Accounting Guide*, which is a basis of accounting other than accounting principles generally accepted in the United States of America. The effects on the financial statement of the variances between the regulatory basis of accounting described in Note A and accounting principles generally accepted in the United States of America, although not reasonably determinable, are presumed to be material.

Responsibilities of Management for the Financial Statement

Management is responsible for the preparation and fair presentation of this financial statement in accordance with the *Kansas Municipal Audit and Accounting Guide* as described in Note A; this includes determining that the regulatory basis of accounting is an acceptable basis for the preparation of the financial statement in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statement that is free from material misstatement, whether due to fraud or error.

In preparing the financial statement, management is required to evaluate whether there are conditions or events, considered in the aggregate, which raise substantial doubt about the City of Dodge City, Kansas' ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statement

Our objectives are to obtain reasonable assurance about whether the financial statement as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statement.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- exercise professional judgement and maintain professional skepticism throughout the audit.
- identify and assess the risks of material misstatement of the financial statement, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statement.
- obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City of Dodge City, Kansas' internal control. Accordingly, no such opinion is expressed.
- evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statement.
- conclude whether, in our judgment, there are conditions or events, considered in the aggregate, which raise substantial doubt about the City of Dodge City, Kansas' ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the fund summary statement of regulatory basis receipts, expenditures, and unencumbered cash (basic financial statement) as a whole. The summary of regulatory basis expenditures – actual and budget, individual fund schedules of regulatory basis receipts and expenditures, and summary of regulatory basis receipts and disbursements – agency funds (Schedules 1, 2 and 3 as listed in the table of contents) are presented for analysis and are not a required part of the basic financial statement, however, are required to be presented under the provisions of the *Kansas Municipal Audit and Accounting Guide*. The schedule of expenditures of federal awards is presented for additional analysis as required by Title 2 *U.S. Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and is also not a required part of the basic financial statement. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statement. The information has been subjected to the auditing procedures applied in the audit of the basic financial statement and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statement or to the basic financial statement itself, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statement as a whole, on the basis of accounting described in Note A.

We also previously audited, in accordance with auditing standards generally accepted in the United States of America, the basic financial statement of the City of Dodge City, Kansas as of and for the year ended December 31, 2024 (not presented herein), and have issued our report thereon dated September 24, 2025, which contained an unmodified opinion on the basic financial statement. The 2024 basic financial statement and our accompanying report are not presented herein but are available in electronic form from the website of the Kansas Department of Administration at the following link: https://admin.ks.gov/offices/accounts-reports/local-government/municipal-services/municipal-audits. The 2024 actual column (2024 comparative information) presented in the individual fund schedules of regulatory basis receipts and expenditures for the year ended December 31, 2025 (Schedule 2 as listed in the table of contents) is presented for purposes of additional analysis and is not a required part of the basic financial statement. Such 2024 comparative information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the 2024 basic financial statement. The 2024 comparative information was subjected to the auditing procedures applied in the audit of the 2024 basic financial statement and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the 2024 basic financial statement or to the 2024 basic financial statement itself, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the 2024 comparative information is fairly stated in all material respects in relation to the basic financial statement as a whole for the year ended December 31, 2024, on the basis of accounting described in Note A.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated September 29, 2026 on our consideration of the City of Dodge City, Kansas' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City of Dodge City, Kansas' internal control over financial reporting and compliance.

Kennedy McKee & Company LLP

September 29, 2026

CITY OF DODGE CITY, KANSAS

SUMMARY STATEMENT OF RECEIPTS, EXPENDITURES AND UNENCUMBERED CASH REGULATORY BASIS

For the Year Ended December 31, 2025

Fund	Beginning unencumbered cash balance (deficit)	Prior year cancelled encumbrances	Receipts
General fund:			
General	$ 225,246	$ 79,792	$ 21,839,425
Special purpose funds:			
Special liability	(21,230)	-	534,903
Library	16,671	-	1,068,415
Library employee benefits	3,757	-	232,055
Sales tax	267,222	-	9,091,992
Convention and visitors	1,719,595	-	1,467,415
Special streets and highways	134,817	4,053	1,099,623
Special parks and recreation	264,000	-	136,325
Special alcohol and drug	43,880	-	136,326
Alcohol and drug safety action	8,867	-	-
Development and growth	174,397	-	778,384
Capital improvement	2,018,689	-	1,788,826
Non-budgeted special purpose funds:			
Sales tax organizations	617,070	-	710,000
Sales tax depreciation and replacement	1,755,652	-	250,000
Sales tax event	5,070	-	200,000
Hilmar bioscience district	21,148	-	1,355,845
Rural housing incentive district	(822,227)	-	960,492
Transient guest tax	670,559	-	457,930
Street sales tax	1,514,661	-	4,020,453
Special law enforcement trust	72,589	-	7,106
Economic development revolving	4,213	-	714
Hoover trust	147,845	-	7,270
Roof insurance repairs	99,185	-	-
Medical insurance reserve	3,598,467	-	2,244,633
CDBG - CV grant	-	-	68,836
Capital equipment reserve	(829,517)	-	60,373
Hilmar	-	-	-
GREAT	39,205	-	78,652
Fire CPR training	37,626	-	6,566
Municipal band	10,598	-	18,500
SMPC trust	240,306	-	11,250
Depot	454,438	-	276,737
Civil asset forfeiture	10,627	-	6,612
Public art	7,769	-	36,592
Total special purpose funds	12,285,949	4,053	27,112,825

Expenditures	Ending unencumbered cash balance (deficit)	Add encumbrances and accounts payable	Ending cash balance (deficit)
$ 21,433,587	$ 710,876	$ 993,300	$ 1,704,176
513,673	-	-	-
1,084,000	1,086	-	1,086
233,400	2,412	-	2,412
8,881,745	477,469	60,781	538,250
1,132,103	2,054,907	14,490	2,069,397
1,297,340	(58,847)	419,030	360,183
150,000	250,325	-	250,325
172,700	7,506	168,200	175,706
-	8,867	-	8,867
668,518	284,263	7,513	291,776
2,444,490	1,363,025	139,725	1,502,750
687,117	639,953	-	639,953
891,563	1,114,089	318,511	1,432,600
150,000	55,070	-	55,070
-	1,376,993	-	1,376,993
499,788	(361,523)	-	(361,523)
382,836	745,653	-	745,653
6,403,913	(868,799)	589,110	(279,689)
7,244	72,451	-	72,451
-	4,927	-	4,927
-	155,115	-	155,115
99,185	-	-	-
3,062,625	2,780,475	81,123	2,861,598
68,836	-	-	-
1,580,236	(2,349,380)	30,650	(2,318,730)
-	-	-	-
5,418	112,439	-	112,439
-	44,192	548	44,740
20,254	8,844	-	8,844
-	251,556	-	251,556
149,287	581,888	6,475	588,363
-	17,239	-	17,239
2,750	41,611	-	41,611
30,589,021	8,813,806	1,836,156	10,649,962

CITY OF DODGE CITY, KANSAS

SUMMARY STATEMENT OF RECEIPTS, EXPENDITURES
AND UNENCUMBERED CASH
REGULATORY BASIS

For the Year Ended December 31, 2025

Fund	Beginning unencumbered cash balance (deficit)	Prior year cancelled encumbrances	Receipts
General fund:			
General	$ 225,246	$ 79,792	$ 21,839,425
Special purpose funds:			
Special liability	(21,230)	-	534,903
Library	16,671	-	1,068,415
Library employee benefits	3,757	-	232,055
Sales tax	267,222	-	9,091,992
Convention and visitors	1,719,595	-	1,467,415
Special streets and highways	134,817	4,053	1,099,623
Special parks and recreation	264,000	-	136,325
Special alcohol and drug	43,880	-	136,326
Alcohol and drug safety action	8,867	-	-
Development and growth	174,397	-	778,384
Capital improvement	2,018,689	-	1,788,826
Non-budgeted special purpose funds:			
Sales tax organizations	617,070	-	710,000
Sales tax depreciation and replacement	1,755,652	-	250,000
Sales tax event	5,070	-	200,000
Hilmar bioscience district	21,148	-	1,355,845
Rural housing incentive district	(822,227)	-	960,492
Transient guest tax	670,559	-	457,930
Street sales tax	1,514,661	-	4,020,453
Special law enforcement trust	72,589	-	7,106
Economic development revolving	4,213	-	714
Hoover trust	147,845	-	7,270
Roof insurance repairs	99,185	-	-
Medical insurance reserve	3,598,467	-	2,244,633
CDBG - CV grant	-	-	68,836
Capital equipment reserve	(829,517)	-	60,373
Hilmar	-	-	-
GREAT	39,205	-	78,652
Fire CPR training	37,626	-	6,566
Municipal band	10,598	-	18,500
SMPC trust	240,306	-	11,250
Depot	454,438	-	276,737
Civil asset forfeiture	10,627	-	6,612
Public art	7,769	-	36,592
Total special purpose funds	12,285,949	4,053	27,112,825

Expenditures	Ending unencumbered cash balance (deficit)	Add encumbrances and accounts payable	Ending cash balance (deficit)
$ 21,433,587	$ 710,876	$ 993,300	$ 1,704,176
513,673	-	-	-
1,084,000	1,086	-	1,086
233,400	2,412	-	2,412
8,881,745	477,469	60,781	538,250
1,132,103	2,054,907	14,490	2,069,397
1,297,340	(58,847)	419,030	360,183
150,000	250,325	-	250,325
172,700	7,506	168,200	175,706
-	8,867	-	8,867
668,518	284,263	7,513	291,776
2,444,490	1,363,025	139,725	1,502,750
687,117	639,953	-	639,953
891,563	1,114,089	318,511	1,432,600
150,000	55,070	-	55,070
-	1,376,993	-	1,376,993
499,788	(361,523)	-	(361,523)
382,836	745,653	-	745,653
6,403,913	(868,799)	589,110	(279,689)
7,244	72,451	-	72,451
-	4,927	-	4,927
-	155,115	-	155,115
99,185	-	-	-
3,062,625	2,780,475	81,123	2,861,598
68,836	-	-	-
1,580,236	(2,349,380)	30,650	(2,318,730)
-	-	-	-
5,418	112,439	-	112,439
-	44,192	548	44,740
20,254	8,844	-	8,844
-	251,556	-	251,556
149,287	581,888	6,475	588,363
-	17,239	-	17,239
2,750	41,611	-	41,611
30,589,021	8,813,806	1,836,156	10,649,962

CITY OF DODGE CITY, KANSAS

SUMMARY STATEMENT OF RECEIPTS, EXPENDITURES AND UNENCUMBERED CASH REGULATORY BASIS

For the Year Ended December 31, 2025

Fund	Beginning unencumbered cash balance (deficit)	Prior year cancelled encumbrances	Receipts
Special purpose grant funds:			
PD grants	$ (377,130)	$ -	$ 327,000
Runway 220	(78,604)	-	971,339
Police body worn cameras	7,819	-	-
Minibus grant 2020-21	54,771	-	-
Minibus grant 2023-24	(215,257)	-	770,556
KHRC moderate income housing	-	-	475,000
Safe streets for all	(226,326)	-	-
Opioid	163,998	-	48,064
Downtown kiosk	9,918	-	-
USDA rural business development	(95,109)	-	-
Total grant funds	(755,920)	-	2,591,959
Bond and interest funds:			
GO bond and interest	459,062	-	4,486,571
Non-budgeted bond and interest funds:			
Cost of issuance	628,773	-	339,779
Special events center revenue bonds	4,427,429	-	3,006,031
Water park revenue bonds	1,071,168	-	720,769
Water temporary notes	17,409	-	-
Water and wastewater revenue bonds	373,206	-	-
Total bond and interest funds	6,977,047	-	8,553,150
Capital projects funds:			
Municipal services building	(301,269)	20,528	90,031
Construction fire station #2	(150,329)	-	-
First National Bank building	(19,345)	-	-
GO bonds 2025	-	-	9,218,459
GO bonds 2018	111,422	-	-
GO bonds 2013	781,362	-	-
Managed aquifer recharge project	-	-	-
GO bonds 2016	135,595	-	-
GO bonds 2017	459,250	-	-
GO bonds 2020	327,532	-	-
GO bonds 2022	7,809,911	-	-

Expenditures	Ending unencumbered cash balance (deficit)	Add encumbrances and accounts payable	Ending cash balance (deficit)
$ -	$ (50,130)	$ -	$ (50,130)
3,198,505	(2,305,770)	9,795	(2,295,975)
-	7,819	-	7,819
54,771	-	-	-
874,051	(318,752)	33,494	(285,258)
430,000	45,000	-	45,000
71,384	(297,710)	-	(297,710)
-	212,062	-	212,062
23,058	(13,140)	20,125	6,985
-	(95,109)	-	(95,109)
4,651,769	(2,815,730)	63,414	(2,752,316)
4,809,985	135,648	-	135,648
206,577	761,975	-	761,975
2,797,525	4,635,935	-	4,635,935
683,700	1,108,237	-	1,108,237
17,409	-	-	-
373,206	-	-	-
8,888,402	6,641,795	-	6,641,795
454,598	(645,308)	12,761	(632,547)
322,430	(472,759)	-	(472,759)
697,714	(717,059)	4,434	(712,625)
788,209	8,430,250	-	8,430,250
-	111,422	-	111,422
-	781,362	-	781,362
1,279,093	(1,279,093)	16,681	(1,262,412)
-	135,595	-	135,595
-	459,250	-	459,250
306,776	20,756	2,589	23,345
3,096,287	4,713,624	6,560	4,720,184

CITY OF DODGE CITY, KANSAS

SUMMARY STATEMENT OF RECEIPTS, EXPENDITURES AND UNENCUMBERED CASH REGULATORY BASIS

For the Year Ended December 31, 2025

Fund	Beginning unencumbered cash balance (deficit)	Prior year cancelled encumbrances	Receipts
Capital projects funds (continued):			
Star bond power center	$ (6,780,881)	$ -	$ 530,822
Temporary notes 15th Avenue	79,293	-	1,346,932
Candletree 6 infrastructure	(1,000)	1,000	-
Temporary notes Candletree	1,251,954	-	-
United Village	3,527,944	-	-
KLETC project	(152,898)	-	152,898
Boot Hill museum	(613,295)	-	12,000
Airport terminal renovation	(2,709,093)	-	4,363,339
Wagon Wheel III	(272,347)	-	272,347
Iron Flats	(2,809,923)	-	2,931,310
McCaustland Rd #2	82,150	-	-
Casa Del Rio	(63,206)	-	63,206
GO bonds 2023	1,168,840	-	-
GO bonds 2024	1,777,466	-	-
Wastewater treatment plant construction	(8,041,122)	-	8,317,500
Total capital projects funds	(4,401,989)	21,528	27,298,844
Business funds:			
Water utility	7,524,919	40,500	7,779,890
Wastewater utility	5,117,492	-	9,573,040
Biogas operations	(854,537)	-	2,926,721
Solid waste utility	385,786	-	3,087,989
Drainage utility	163,071	-	329,952
Vehicle maintenance	(760,485)	-	1,439,204
Non-budgeted business funds:			
Facilities maintenance	(1,211,616)	-	2,453,181
Total business funds	10,364,630	40,500	27,589,977
Total reporting entity	$ 24,694,963	$ 145,873	$ 114,986,180

Expenditures	Ending unencumbered cash balance (deficit)	Add encumbrances and accounts payable	Ending cash balance (deficit)
$ 3,978,755	$(10,228,814)	$ 767,460	$ (9,461,354)
766,186	660,039	38,302	698,341
-	-	-	-
(31,245)	1,283,199	3,992	1,287,191
2,479,770	1,048,174	61,229	1,109,403
-	-	-	-
-	(601,295)	-	(601,295)
4,492,241	(2,837,995)	1,135,074	(1,702,921)
-	-	-	-
121,387	-	-	-
-	82,150	-	82,150
-	-	-	-
974,343	194,497	-	194,497
649,827	1,127,639	10,907	1,138,546
1,841,409	(1,565,031)	167,135	(1,397,896)
22,217,780	700,603	2,227,124	2,927,727
8,959,276	6,386,033	591,538	6,977,571
10,375,537	4,314,995	402,120	4,717,115
3,004,147	(931,963)	1,058,183	126,220
3,229,321	244,454	89,606	334,060
304,308	188,715	76,363	265,078
1,018,885	(340,166)	39,714	(300,452)
2,609,838	(1,368,273)	217,071	(1,151,202)
29,501,312	8,493,795	2,474,595	10,968,390
$ 117,281,871	$ 22,545,145	$ 7,594,589	$ 30,139,734

CITY OF DODGE CITY, KANSAS

SUMMARY STATEMENT OF RECEIPTS, EXPENDITURES AND UNENCUMBERED CASH REGULATORY BASIS

For the Year Ended December 31, 2025

Composition of cash balance:	
Demand deposits	$ 5,805,874
Certificates of deposit	10,442,262
Investments	16,624,557
Petty cash	3,889
Total cash	32,876,582
Agency funds	(2,736,848)
Total - excluding agency funds	$ 30,139,734

The notes to the financial statement are an integral part of this statement.

A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

This summary of significant accounting policies applied in the preparation of the accompanying financial statement is presented to assist in understanding the City's financial statement. The financial statement, schedules, and notes are representations of the City's management, which is responsible for their integrity and objectivity.

1. Municipal Financial Reporting Entity

The City of Dodge City is a municipal corporation governed by a City Manager-Commission form of government. This regulatory financial statement presents the City of Dodge City (the Municipality) and does not include the related municipal entities shown below. A related municipal entity is an entity established to benefit the City and/or its constituents.

Dodge City Public Library. The members of the governing board of the Public Library are appointed by the City Commissioners. The Public Library is fiscally dependent on the City because the budget is approved by the City Commissioners. In addition, the Public Library is prohibited from issuing bonded debt without the approval of the City Commission.

Dodge City – Ford County Development Corporation. Two members of the Corporation's Board of Directors are appointed by the City Commissioners. The Corporation is fiscally dependent on the City because nearly all employees of the Corporation are paid by the City and are accountable to the City Manager and Commissioners.

Dodge City Housing Authority. The members of the governing board of the Housing Authority are appointed by the City Commission. Although the City does not have the authority to approve or modify the Housing Authority's operational and capital budgets and the Housing Authority has the authority to issue bonded debt, the City is fiscally responsible for the Housing Authority since it was created as an agent of the City.

VenuWorks of Dodge City, L.L.C. Was organized under the laws of the State of Iowa on November 1, 2010 to operate United Wireless Arena. The City engaged VenuWorks to manage all activities and operations of the facility.

2. Basis of Presentation – Fund Accounting

The accounts of the City are organized and operated on the basis of funds. In governmental accounting, a fund is defined as an independent fiscal and accounting entity with a self-balancing set of accounts. Fund accounting segregates funds according to their intended purpose and is used to aid management in demonstrating compliance with finance related legal and contractual provisions. The minimum number of funds is maintained consistent with legal and managerial requirements.

A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Basis of Presentation – Fund Accounting (Continued)

The following types of funds comprise the financial activities of the City for the year ended December 31, 2025:

REGULATORY BASIS FUND TYPES

General fund – the chief operating fund. Used to account for all resources except those required to be accounted for in another fund.

Special Purpose fund – used to account for the proceeds of specific tax levies and other specific regulatory receipt sources (other than Capital Project and tax levies for long-term debt) that are intended for specified purposes.

Bond and Interest fund – used to account for the accumulation of resources, including tax levies, transfers from other funds and payment of general long-term debt.

Capital Project fund – used to account for the debt proceeds and other financial resources to be used for acquisition or construction of major capital facilities or equipment.

Business fund – funds financed in whole or in part by fees charged to users of the goods or services (i.e., enterprise and internal service fund, etc.).

Agency fund – funds used to report assets held by the municipal reporting entity in a purely custodial capacity.

3. Regulatory Basis of Accounting and Departure from Accounting Principles Generally Accepted in the United States of America

The *Kansas Municipal Audit and Accounting Guide* (KMAAG) regulatory basis of accounting involves the recognition of cash, cash equivalents, marketable investments, and certain accounts payable and encumbrance obligations to arrive at a net unencumbered cash and investments balance on a regulatory basis for each fund, and the reporting of changes in unencumbered cash and investments of a fund resulting from the difference in regulatory basis receipts and regulatory basis expenditures for the fiscal year. All recognized assets and liabilities are measured and reported at cost unless they have been permanently impaired and have no future cash value or represent no future obligation against cash. The KMAAG regulatory basis does not recognize capital assets, long-term debt, accrued receivables and payables, or any other assets, liabilities or deferred inflows or outflows, other than those mentioned above.

The City has approved a resolution that is in compliance with K.S.A. 75-1120a(c), waiving the requirement for application of generally accepted accounting principles and allowing the City to use the regulatory basis of accounting.

A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

4. Budgetary Information

Kansas statutes require that an annual operating budget be legally adopted for the general fund, special purpose funds (unless specifically exempted by statute), bond and interest funds, and business funds. Although directory rather than mandatory, the statutes provide for the following sequence and timetable in the adoption of the legal annual operating budget:

a. Preparation of the budget for the succeeding calendar year on or before August 1st.

b. Publication in local newspaper on or before August 5th of the proposed budget and notice of public hearing on the budget.

c. Public hearing on or before August 15th, but at least ten days after publication of notice of hearing.

d. Adoption of the final budget on or before August 25th.

If the municipality is holding a revenue neutral rate hearing, the budget timeline for the public hearing is adjusted to no sooner than August 20th and no later than September 20th, but at least ten days after all statutory notification and publication requirements have been meet. Municipal budgets requiring a hearing to exceed the revenue neutral rate should be adopted on or before October 1st but may not be adopted prior to the revenue neutral rate hearing. The City did hold a revenue neutral rate hearing for this year.

The statutes allow for the governing body to increase the originally adopted budget for previously unbudgeted increases in regulatory receipts other than ad valorem property taxes. To do this, a notice of public hearing to amend the budget must be published in the local newspaper. At least ten days after publication the hearing may be held, and the governing body may amend the budget at that time. The following budgets were amended during the year:

Fund	Original budget	Amended budget
Special Alcohol and Drug Fund	$ 120,000	$ 172,700
Water Utility Fund	4,862,778	9,308,262
Wastewater Utility Fund	7,399,152	8,170,686

The statutes permit transferring budgeted amounts between line items within an individual fund. However, such statutes prohibit expenditures in excess of the total amount of the adopted budget of expenditures of individual funds. Budget comparison schedules are presented for each fund showing actual receipts and expenditures compared to legally budgeted receipts and expenditures.

All legal annual operating budgets are prepared using the regulatory basis of accounting, in which receipts are recognized when cash is received, and expenditures include disbursements, accounts payable, and encumbrances, with disbursements being adjusted for prior year's accounts payable and encumbrances. Encumbrances are commitments by the municipality for future payments and are supported by a document evidencing the commitment, such as a purchase order or contract. Any unused budgeted expenditure authority lapses at year end.

A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

4. Budgetary Information (Continued)

A legal operating budget is not required for special purpose grant funds, certain bond and interest funds, capital project funds, and the following special purpose and business funds:

Sales Tax Organizations	Medical Insurance Reserve
Sales Tax Depreciation and Replacement	CDBG – CV Grant
	Capital Equipment Reserve
Sales Tax Event	Hilmar
Hilmar Bioscience District	GREAT
Rural Housing Incentive District	Fire CPR Training
Transient Guest Tax	Municipal Band
Street Sales Tax	SMPC Trust
Special Law Enforcement Trust	Depot
Economic Development Revolving	Civil Asset Forfeiture
Hoover Trust	Public Art
Roof Insurance Repairs	Facilities Maintenance

Spending in funds which are not subject to the legal annual operating budget requirement is controlled by federal regulations, other statutes, or by the use of internal spending limits established by the governing body.

5. Special Assessments

Projects financed in part by special assessments are financed through issuance of general obligation bonds of the City and are retired from the Bond and Interest Fund. Special assessments paid prior to the issuance of bonds are recorded as receipts in the appropriate project. Special assessments received after the issuance of bonds are recorded as receipts in the Bond and Interest Fund.

B. COMPLIANCE WITH KANSAS STATUTES

References made herein to the statutes are not intended as interpretations of law but are offered for consideration of the Director of Accounts and Reports, the Kansas Department of Administration, and legal representatives of the City.

The budget law provided by K.S.A. 79-2935 prohibits the expenditure of funds in excess of that allowed by budget. Expenditures exceeded the adopted budget of the Sales Tax, Special Parks and Recreation, Capital Improvement, GO Bond and Interest, Wastewater Utility, and Vehicle Maintenance funds by $246,246, $50,000, $94,490, $123,309, $2,204,851, and $257,114, respectively.

The cash basis law provided by K.S.A. 10-1113 prohibits the creation of indebtedness in excess of available monies in a fund. Funds in the category are as follows:

Special Streets and Highways	$	58,547
Rural Housing Incentive District		361,523
Street Sales Tax		868,799
Capital Equipment Reserve		2,349,380
PD Grants		50,130
Runway 220		2,305,770
Minibus 2023-24		318,752
Safe Streets for All		297,710
Downtown Kiosk		13,140
USDA Rural Business Development		95,109

B. COMPLIANCE WITH KANSAS STATUTES (CONTINUED)

The cash basis law provided by K.S.A. 10-1113 prohibits the creation of indebtedness in excess of available monies in a fund. Funds in the category are as follows (continued):

Municipal Services Building	$	645,308
Construction Fire Station #2		472,759
First National Bank Building		717,059
Managed Aquifer Recharge Project		1,279,093
Star Bonds Power Center		10,228,814
Boot Hill Museum		601,295
Airport Terminal Renovation		2,837,995
Wastewater Treatment Plant Construction		1,565,031
Biogas Operations		931,963
Vehicle Maintenance		340,166
Facilities Maintenance		1,368,273

Although the following special purpose federal grant funds overspent their cash balances, according to K.S.A. 12-1664, the City is not prohibited from financing the federal share of a local program from current funds if available.

PD Grants	$	50,130
Runway 220		2,305,770
Minibus 2023-24		318,752
Safe Streets for All		297,710
Downtown Kiosk		13,140
USDA Rural Business Development		95,109

C. DEPOSITS AND INVESTMENTS

As of December 31, 2025, the City had the following investments and maturities.

Investment Type	Fair Value	Maturity	Rating
Kansas Municipal Investment Pool	$ 8,586,241	< 1 Year	N/A
Escrow Accounts – Dreyfus	5,739,939	< 1 Year	AAAm
Federated Government Obligation Fund	2,298,377	< 1 Year	AAAm
	$16,624,557		

K.S.A. 9-1401 establishes the depositories which may be used by the City. The statute requires banks eligible to hold the City's funds to have a main or branch bank in the county in which the City is located, or in an adjoining county if such institution has been designated as an official depository, and the banks provide an acceptable rate of return on funds. In addition, K.S.A. 9-1402 requires the banks to pledge securities for deposits in excess of FDIC coverage. The City has no other policies that would further limit interest rate risk.

K.S.A. 12-1675 limits the City's investment of idle funds to time deposits, open accounts, and certificates of deposit with allowable financial institutions; U.S. government securities; temporary notes; no-fund warrants; repurchase agreements; and the Kansas Municipal Investment Pool. The City has no investment policy that would further limit its investment choices.

Concentration of credit risk. State statutes place no limit on the amount the municipality may invest in any one issuer as long as the investments are adequately secured under K.S.A. 9-1402 and 9-1405. The City's allocation of investments as of December 31, 2025 is as follows:

C. DEPOSITS AND INVESTMENTS (CONTINUED)

Investment	Percentage of Investments
Kansas Municipal Investment Pool	52%
Escrow Accounts – Dreyfus	35%
Federated Government Obligation Fund	13%

Custodial credit risk - deposits. Custodial credit risk is the risk that, in the event of a bank failure, the City's deposits may not be returned to it. State statutes require the City's deposits in financial institutions to be entirely covered by federal depository insurance or by collateral held under a joint custody receipt issued by a bank within the State of Kansas, the Federal Reserve Bank of Kansas City, or the Federal Home Loan Bank of Topeka. All deposits were legally secured at December 31, 2025.

At December 31, 2025, the City's carrying amount of deposits, including certificates of deposit, was $16,248,136 and the bank balance was $18,295,193. Of the bank balance, $1,501,381 was covered by federal depository insurance and $16,793,812 was collateralized with securities held by the pledging financial institutions' agents in the City's name.

Custodial credit risk – investments. For an investment, this is the risk that, in the event of the failure of the issuer or counterparty, the City will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. State statues require investments to be adequately secured.

At December 31, 2025, the City had invested $8,586,241 in the State's Municipal Investment Pool. The Municipal Investment Pool is under the oversight of the Pooled Money Investment Board. The Board is comprised of the State Treasurer and four additional members appointed by the State Governor. The Board reports annually to the Kansas Legislature. State pooled monies may be invested in direct obligations of, or obligations that are insured as to principal and interest, by the U.S. government or any agency thereof, with maturities up to four years. No more than ten percent of those funds may be invested in mortgage-backed securities. In addition, the State pool may invest in repurchase agreements with Kansas banks or with primary government securities dealers.

D. CAPITAL PROJECTS

Capital project authorizations with approved change orders compared with cash disbursements and accounts payable from inception are as follows:

	Project authorization	Cash disbursements and accounts payable to date
Downtown Streetscape	$ 15,188,601	$ 14,421,181
South Wastewater Treatment Plant Expansion	47,303,415	44,762,293
Force Main	6,121,343	6,121,343
United Village Infrastructure	7,295,671	7,172,778
East Trail Asphalt Street Maintenance	1,368,160	1,386,160
East Comanche Street Reconstruction	3,841,759	3,488,510
15th Avenue Development Infrastructure	1,092,418	727,730
Airport Terminal Expansion	8,335,331	7,918,565
Runway 2-20	8,382,961	2,713,870
Levee Improvements	1,829,027	1,824,027
Levee Improvements	6,787,658	131,018
Total	$107,564,344	$ 90,667,475

E. LONG-TERM DEBT

Changes in long-term liabilities for the municipal financial reporting entity for the year ended December 31, 2025, were as follows:

Issue	Balance beginning of year	Additions	Reductions/ payments	Balance end of year	Interest paid
General obligation bonds:					
Series 2012-B issued August 1, 2012 in the amount of $21,285,000 at interest rates of 2.00% to 4.00% maturing September 1, 2032	$2,910,000	$ -	$ 620,000	$2,290,000	$ 94,600
Series 2016-A issued February 3, 2016 in the amount of $5,705,000 at interest rates of 2.00% to 3.125% maturing September 1, 2035	3,490,000	-	275,000	3,215,000	105,156
Series 2016-B issued December 15, 2016 in the amount of $2,000,000 at interest rates of 2.00% to 4.00% maturing September 1, 2031	1,035,000	-	135,000	900,000	37,525
Series 2017-A issued June 1, 2017 in the amount of $2,860,000 at interest rates of 2.50% to 3.00% maturing September 1, 2026	660,000	-	325,000	335,000	18,175
Series 2017-B issued December 28, 2017 in the amount of $5,815,000 at interest rates of 2.00% to 4.00% maturing September 1, 2029	3,125,000	-	670,000	2,455,000	125,000
Series 2018-A issued December 20, 2018 in the amount of $3,950,000 at interest rates of 3.00% to 5.00% maturing September 1, 2033	2,700,000	-	260,000	2,440,000	93,675
Series 2019-A issued December 5, 2019 in the amount of $16,875,000 at interest rates of 2.125% to 4.00% maturing September 1, 2039	10,975,000	-	1,305,000	9,670,000	371,188
Series 2019-B issued December 5, 2019 in the amount of $7,000,000 at interest rates of 2.183% to 2.896% maturing September 1, 2029	345,000	-	65,000	280,000	9,991
Series 2020-A issued August 13, 2020 in the amount of $4,200,000 at interest rates of 1.00% to 2.00% maturing September 1, 2040	3,440,000	-	195,000	3,245,000	49,173
Series 2021-A issued September 1, 2021 in the amount of $7,725,000 at interest rates of 1.00% to 2.00% maturing September 1, 2040	6,770,000	-	340,000	6,430,000	118,078

E. LONG-TERM DEBT (CONTINUED)

Issue	Balance beginning of year	Additions	Reductions/ payments	Balance end of year	Interest paid
General obligation bonds (continued):					
Series 2022-A issued August 25, 2022 in the amount of $8,990,000 at interest rates of 3.00% to 5.00% maturing September 1, 2042	$8,400,000	$ -	$310,000	$8,090,000	$344,544
Series 2023-A issued August 31, 2023 in the amount of $6,905,000 at interest rates of 4.00% to 5.00% maturing September 1, 2043	6,675,000	-	240,000	6,435,000	303,600
Series 2024-A issued October 3, 2024 in the amount of $2,135,000 at interest rates of 4.00% to 5.00% maturing September 1, 2044	2,135,000	-	60,000	2,075,000	82,866
Series 2025-A issued August 28, 2025 in the amount of $16,395,000 at interest rates of 4.00% to 5.00% maturing September 1, 2045	-	16,395,000	-	16,395,000	-
Total general obligation bonds	52,660,000	16,395,000	4,800,000	64,255,000	1,753,571
Revenue bonds:					
Series 2015 issued March 2, 2015 in the amount of $9,840,000 at interest rates of 2.00% to 4.00% maturing June 1, 2034	6,270,000	-	475,000	5,795,000	208,600
Series 2016 issued March 22, 2016 in the amount of $32,435,000 at interest rates of 1.75% to 5.00% maturing June 1, 2034	24,690,000	-	1,785,000	22,905,000	1,012,425
Total revenue bonds	30,960,000	-	2,260,000	28,700,000	1,221,025
Loans:					
KDHE - Wastewater loan issued September 22, 2009 in the amount of $35,715,446 at the interest rate of 2.83% maturing March 1, 2031	5,699,684	-	747,229	4,952,454	156,698
KDHE - Wastewater loan issued March 4, 2024 in the amount of $46,746,460 at the interest rate of 2.26% maturing March 1, 2055	46,746,460	8,317,500	-	55,063,960	1,098,430
Total loans	52,446,144	8,317,500	747,229	60,016,415	1,255,128
Finance leases:					
CREW Building issued February 12, 2021 in the amount of $715,866 at the interest rate of 2.276% maturing February 12, 2031	517,754	-	69,065	448,689	11,785

E. LONG-TERM DEBT (CONTINUED)

Issue	Balance beginning of year	Additions	Reductions/ payments	Balance end of year	Interest paid
Finance leases (continued):					
2018 Fire Truck issued October 18, 2018 in the amount of $935,000 at the interest rate of 2.99% maturing October 18, 2027	$ 299,474	$ -	$ 97,612	$ 201,862	$ 8,954
Trash Truck issued March 31, 2023 in the amount of $548,500 at the interest rate of 4.10% maturing April 1, 2028	447,645	-	105,173	342,472	18,608
Total finance leases	1,264,873	-	271,850	993,023	39,347
Temporary notes:					
GO Temporary Notes issued August 31, 2023 in the amount of $6,800,000 at the interest rate of 4.125% maturing September 1, 2025	6,800,000	-	6,800,000	-	280,500
GO Temporary Notes issued October 3, 2024 in the amount of $10,415,000 at interest rate of 3.625% maturing September 1, 2027	10,415,000	-	-	10,415,000	343,984
GO Temporary Notes issued August 28, 2025 in the amount of $1,500,000 at interest rate of 3.15% maturing September 1, 2028	-	1,500,000	-	1,500,000	-
Total temporary notes	17,215,000	1,500,000	6,800,000	11,915,000	624,484
Total long-term debt	$154,546,017	$26,212,500	$14,879,079	$165,879,438	$4,893,555

Current maturities of general obligation bonds and interest for the next five years and in five-year increments through maturity are as follows:

	Principal due	Interest due	Total due
2026	$ 5,095,000	$ 2,345,907	$ 7,440,907
2027	4,950,000	2,142,451	7,092,451
2028	5,180,000	1,953,224	7,133,224
2029	4,900,000	1,784,460	6,684,460
2030	4,670,000	1,586,675	6,256,675
2031-2035	16,570,000	5,914,842	22,484,842
2036-2040	13,520,000	3,402,474	16,922,474
2041-2045	9,370,000	1,048,563	10,418,563
Total	$ 64,255,000	$ 20,178,596	$ 84,433,596

E. LONG-TERM DEBT (CONTINUED)

Current maturities of revenue bonds and interest for the next five years and in five-year increments through maturity are as follows:

	Principal due	Interest due	Total due
2026	$ 2,415,000	$ 1,166,900	$ 3,581,900
2027	2,575,000	1,051,100	3,626,100
2028	2,745,000	927,500	3,672,500
2029	2,930,000	800,415	3,730,415
2030	3,115,000	664,090	3,779,090
2030-2035	14,920,000	1,350,026	16,270,026
Total	$ 28,700,000	$ 5,960,031	$ 34,660,031

Current maturities of loans and interest for the next five years and in five-year increments through maturity are as follows:

	Principal due	Interest due	Total due
2026	$ 2,174,633	$ 1,472,572	$ 3,647,205
2027	2,228,493	1,418,712	3,647,205
2028	2,283,705	1,363,500	3,647,205
2029	2,340,301	1,306,904	3,647,205
2030	2,398,319	1,248,888	3,647,207
2031-2035	9,116,895	5,506,011	14,622,906
2036-2040	9,211,454	4,508,172	13,719,626
2041-2045	10,306,903	3,412,721	13,719,624
2046-2050	11,532,629	2,186,997	13,719,626
2051	8,423,083	1,059,605	9,482,688
Total	$ 60,016,415	$ 23,484,082	$ 83,500,497

Current maturities of finance leases and interest for the next five years and in five-year increments through maturity are as follows:

	Principal due	Interest due	Total due
2026	280,715	30,485	311,200
2027	287,675	21,317	308,992
2028	192,718	11,913	204,631
2029	75,572	5,279	80,851
2030	77,292	3,559	80,851
2031	79,051	1,799	80,850
Total	$ 993,023	$ 74,352	$ 1,067,375

E. LONG-TERM DEBT (CONTINUED)

Current maturities of temporary notes and interest through maturity are as follows:

	Principal due	Interest due	Total due
2026	$ -	$ 425,188	$ 425,188
2027	10,415,000	424,794	10,839,794
2028	1,500,000	23,625	1,523,625
Total	$ 11,915,000	$ 873,607	$ 12,788,607

F. INTERFUND TRANSACTIONS

Operating transfers were as follows:

From	To	Amount	Regulatory authority
General	Municipal band	$ 18,500	K.S.A. 12-101
General	Minibus grant 2023-24	230,000	Contractual
Sales tax	Special event center revenue bond	2,860,321	Resolution No. 2009-09
Sales tax	Water park revenue bond	682,341	Resolution No. 2015-03
Sales tax	Sales tax organizations	710,000	Resolution No. 2009-09
Sales tax	Sales tax event	200,000	Resolution No. 2009-09
Sales tax	General	150,000	Resolution No. 2009-09
Sales tax	Sales tax depreciation and replacement	250,000	Interfund
Convention and visitors	General	300,000	Interfund
Sales tax organizations	Depot	250,000	Interfund
Special park and recreation	General	150,000	Contractual
Development and growth	General	57,000	Interfund
Street sales tax	General	848,000	Contractual
Minibus grant 2020-21	Minibus grant 2023-24	54,771	Contractual
Water utility	General	2,328,797	K.S.A. 12-825d
Wastewater utility	General	1,969,312	K.S.A. 12-825d
Biogas operations	GO bond and interest	700,000	K.S.A. 12-825d
Biogas operations	General	150,000	K.S.A. 12-825d
Solid waste utility	General	265,472	K.S.A. 12-825d
Drainage	General	111,386	K.S.A. 12-825d
Drainage	GO bond and interest	112,050	K.S.A. 12-825d
Water and wastewater revenue bonds	Wastewater utility	373,206	K.S.A. 12-825d
GO bond and interest	KLETC project	152,898	Interfund
Temporary notes 2009	GO bond and interest	17,409	Interfund
GO bonds 2022	Wagon Wheel III	272,347	Interfund
GO bonds 2022	Temporary notes Iron Flats	2,616,425	Interfund
GO bonds 2020	GO bond and interest	256,986	Interfund
GO bonds 2023	Casa Del Rio	63,206	Interfund
GO bonds 2025	Public art	36,592	Interfund
		$16,187,019	

F. INTERFUND TRANSACTIONS (CONTINUED)

Transfers to the related municipal entity were as follows:

From	To	Amount
Library	Dodge City Public Library	$1,084,000
Library employee benefits	Dodge City Public Library	233,400
		$1,317,400

G. OTHER LONG-TERM OBLIGATIONS FROM OPERATIONS

Other Post-Employment Benefits. As provided by K.S.A. 12-5040, the City allows retirees to participate in the group health insurance plan. While each retiree pays the full amount of the applicable premium, conceptually, the City is subsidizing the retirees because each participant is charged a level of premium regardless of age. However, the cost of this subsidy has not been quantified in the financial statement.

Under the Consolidated Omnibus Budget Reconciliation Act (COBRA), the City makes health care benefits available to eligible former employees and eligible dependents. Certain requirements are outlined by the federal government for this coverage. The premium is paid in full by the insured. There is no cost to the City under this program.

Death and Disability Other Post-Employment Benefits. As provided by K.S.A. 74-4927, disabled members in the Kansas Public Employees Retirement System (KPERS) receive long-term disability benefits and life insurance benefits. The plan is administered through a trust held by KPERS that is funded to pay annual benefit payments. The employer contribution rate was set at 1% and contributions were $100,304 for the year ended December 31, 2025.

Termination Benefits. The City provides an early retirement program for certain eligible employees. Full-time employees may voluntarily elect to retire early. Qualifying employees must have at least 10 years of continuous service with the City, must meet the KPERS or KP&F Early Retirement Qualifications (years of experience plus age), and must not be more than 64 years of age. The rate of retirement compensation is an annual sum of $7,200. Benefits will cease when the retiree reaches age 65.

The future commitment for the voluntary early retirement plan is as follows:

	Amount
2026	$ 108,553
2027	105,230
2028	87,230
2029	70,892
2030	55,384
2031-2035	158,398
2036-2039	36,553
Total	$ 622,240

Section 125 Plan. The City offers a Section 125 flexible benefit plan to employees electing to participate. It is used for health insurance premiums, other medical costs, and child-care costs. The plan is administered by the health insurance provider.

Health Savings Account. The City offers eligible employees a health savings account administered by a third party. It is optional for employees to participate in the City's high deductible health plan. The City's match for the HSA is $750 for family and $250 for single.

G. OTHER LONG-TERM OBLIGATIONS FROM OPERATIONS (CONTINUED)

Compensated Absences. The City's policies regarding paid time off (PTO) permit an employee to accumulate a maximum of 176 to 512 hours of PTO, depending on years of service. Fire department personnel can accumulate a maximum of 633 to 754 hours of PTO, depending on years of service. These amounts are paid to the employee upon retirement or if the employee left in good standing. The compensation shall be paid at the employee's base rate of pay. The City has a PTO bank whereby employees can transfer excess PTO and have exhausted their own PTO accumulation. The PTO bank is administered by a committee of City employees. All employees are given credit for holidays worked, which is then accumulated for additional time off. This holiday time must be taken within the same year in which earned, or the time is lost.

H. DEFINED BENEFIT PENSION PLAN

General Information About the Pension Plan

Plan Description. The City participates in the Kansas Public Employees Retirement System (KPERS), a cost-sharing multiple-employer defined benefit pension plan as provided by K.S.A. 74-4901, et seq. Kansas law establishes and amends benefit provisions. KPERS issues a publicly available financial report that includes financial statements and required supplementary information. KPERS' financial statements are included in its Annual Comprehensive Financial Report which can be found on the KPERS website at www.kspers.org or by writing to KPERS (611 South Kansas, Suite 100, Topeka, KS 66603) or by calling 1-888-275-5737.

Contributions. K.S.A. 74-4919 and K.S.A. 74-49,210 establish the KPERS member-employee contribution rates. KPERS has multiple benefit structures and contribution rates depending on whether the employee is a KPERS 1, KPERS 2 or KPERS 3 member. KPERS 1 members are active and contributing members hired before July 1, 2009. KPERS 2 members were first employed in a covered position on or after July 1, 2009, and KPERS 3 members were first employed in a covered position on or after January 1, 2015. Effective January 1, 2015, Kansas law established the KPERS member-employee contribution rate at 6% of covered salary for KPERS 1, KPERS 2 and KPERS 3 members. K.S.A. 74-4975 establishes KP&F member-employee contribution rate at 7.15% of covered salary. Member contributions are withheld by the City and paid to KPERS according to the provisions of Section 414(h) of the Internal Revenue Code.

State law provides that the employer contribution rates for KPERS 1, KPERS 2 and KPERS 3 and KP&F be determined based on the results of each annual actuarial valuation. Kansas law sets a limitation on annual increases in the employer contribution rates. The actuarially determined employer contribution rate (not including the 1% contribution rate for the Death and Disability Program) and the statutory contribution rate was 9.26% for KPERS and 23.10% for KP&F for the fiscal year ended December 31, 2025. Contributions to the pension plan from the City were $951,762 for KPERS, $1,428,446 for KP&F, and $8,727 for KPERS working after retirement for the year ended December 31, 2025.

H. DEFINED BENEFIT PENSION PLAN (CONTINUED)

Net Pension Liability

At December 31, 2025, the City's proportionate share of the collective net pension liability reported by KPERS was $8,282,629 and $10,390,877 for KP&F. The net pension liability was measured as of June 30, 2025, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of December 31, 2024, which was rolled forward to June 30, 2025. The City's proportion of the net pension liability was based on the ratio of the City's contributions to KPERS, relative to the total employer and non-employer contributions of the Local subgroup within KPERS. Since the KMAAG regulatory basis of accounting does not recognize long-term debt, this liability is not reported in this financial statement.

The complete actuarial report including all actuarial assumptions and methods, and the report on the allocation of the KPERS collective net pension liability to all participating employers are publicly available on the website at www.kspers.org or can be obtained as described above.

I. RISK MANAGEMENT

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; natural disasters; and medical needs of employees. The City participates in a public entity risk pool to cover worker's compensation claims. The City purchases commercial insurance to cover property, liability, and medical needs of employees. There have been no significant reductions in coverage from the prior year. Settled claims have not exceeded coverage in any of the past three years.

J. CONTINGENCIES

The City receives significant financial assistance from numerous federal and state governmental agencies in the form of grants and state pass-through aid. The disbursement of funds received under these programs generally requires compliance with terms and conditions specified in the grant agreements and are subject to audit. Any disallowed claims resulting from such audits could become a liability of the General Fund or other applicable funds. However, in the opinion of management, any such disallowed claims will not have a material effect on the financial statement of the City at December 31, 2025.

K. JOINT VENTURES

On January 1, 1993, the City of Dodge City, Kansas entered into a joint venture with Ford County, Kansas, for the operation of a communications center. By joint resolution, the Dodge City/Ford County Emergency Communications Board was created to operate the Dodge City/Ford County Communications Department. The Board consists of equal membership of City and County personnel. The department provides emergency communications for City and County agencies and is physically located in a separate location. The budgeted operating expenditures are shared equally by the two governments.

K. JOINT VENTURES (CONTINUED)

On July 21, 1997, the City of Dodge City, Kansas entered into a joint venture with Ford County, Kansas for the construction and operation of certain public projects. On June 10, 1997, the voters of Dodge City and Ford County approved a one-half percent city-wide and a one-half percent county-wide retailer's sales tax to finance these projects. The projects included but were not limited to the following: air conditioning at the Civic Center building; an outdoor motor sports complex; field sport facilities, including a baseball/softball complex and additional soccer facilities and renovation of existing facilities; and a special events center.

All City sales tax revenues for these projects are deposited into the Sales Tax Fund. County sales tax revenues which are designated for Ford County and the City of Dodge City are transferred to the City and deposited into the same fund. All expenditures from the Sales Tax Fund are subject to approval of the City Commission. All real estate acquired for the projects is titled to the City.

The interlocal agreement was amended on August 10, 2005. The agreement created a Community Facilities Advisory Board (CFAB) to serve as the project review and advisory committee. There are seven members on the Board: one City Commissioner, one County Commissioner, four at-large members and the Chairperson of the Board of Directors of the Dodge City/Ford County Development Corporation, or their designee.

On November 18, 2010, the City of Dodge City, Kansas entered into a joint venture with Venuworks of Dodge City, L.L.C. The agreement calls for Venuworks to operate and manage the Special Events Center. The City retains title and ownership of the Center. Venuworks receives a flat monthly management fee plus variable management fees for food and beverage sales, contractually obligated incomes, and fulfillment fees. Variable commissions are capped on an annual basis.

On November 5, 2012, the City of Dodge City, Kansas entered into a joint venture with Young Men's Christian Association of Southwest Kansas (YMCA). The agreement calls for the YMCA to operate and manage the Parks and Recreation Department. The City retains title to all Parks and Recreation property. The City reimburses the YMCA for a percentage of payroll and also for large property purchases and repairs.

L. SUBSEQUENT EVENTS

Management has evaluated events subsequent to year end through September 29, 2026 and believes there are no subsequent events that are required to be recognized or disclosed in this financial statement.

REGULATORY-REQUIRED SUPPLEMENTARY INFORMATION

SCHEDULE 1

CITY OF DODGE CITY, KANSAS

SUMMARY OF EXPENDITURES - ACTUAL AND BUDGET
REGULATORY BASIS

For the Year Ended December 31, 2025

Funds	Certified budget	Adjustment for qualifying budget credits	Total for budget comparison	Expenditures chargeable to current year	Variance favorable (unfavorable)
General fund:					
General	$23,660,758	$ -	$23,660,758	$21,433,587	$ 2,227,171
Special purpose funds:					
Special liability	1,500,000	-	1,500,000	513,673	986,327
Library	1,118,000	-	1,118,000	1,084,000	34,000
Library employee benefits	233,400	-	233,400	233,400	-
Sales tax	8,635,499	-	8,635,499	8,881,745	(246,246)
Convention and visitors	1,135,575	-	1,135,575	1,132,103	3,472
Special streets and highways	1,356,307	-	1,356,307	1,297,340	58,967
Special parks and recreation	100,000	-	100,000	150,000	(50,000)
Special alcohol and drug	172,700	-	172,700	172,700	-
Development and growth	1,057,000	-	1,057,000	668,518	388,482
Capital improvement fund	2,350,000	-	2,350,000	2,444,490	(94,490)
Bond and interest funds:					
GO bond and interest	4,686,676	-	4,686,676	4,809,985	(123,309)
Business funds:					
Water utility	9,308,262	-	9,308,262	8,959,276	348,986
Wastewater utility	8,170,686	-	8,170,686	10,375,537	(2,204,851)
Biogas operations	6,240,496	-	6,240,496	3,004,147	3,236,349
Solid waste utility	3,339,218	-	3,339,218	3,229,321	109,897
Drainage utility	409,136	-	409,136	304,308	104,828
Vehicle maintenance	761,771	-	761,771	1,018,885	(257,114)
Total	$74,235,484	$ -	$74,235,484	$69,713,015	$ 4,522,469

See Independent Auditor's Report.

CITY OF DODGE CITY, KANSAS

GENERAL FUND

SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL AND BUDGET
REGULATORY BASIS

For the Year Ended December 31, 2025
(With Comparative Actual Totals for the Prior Year Ended December 31, 2024)

		2025		
	2024	Actual	Budget	Variance favorable (unfavorable)
Receipts:				
Taxes:				
Ad valorem tax	$ 2,739,162	$ 2,003,508	$ 2,044,347	$ (40,839)
Motor vehicle tax	632,670	444,111	365,880	78,231
Recreational vehicle tax	3,685	2,757	2,205	552
16/20M truck tax	-	-	977	(977)
Delinquent tax	104,436	63,161	100,000	(36,839)
Commercial vehicle tax	38,268	20,434	19,231	1,203
Watercraft	-	-	1,239	(1,239)
Local alcoholic liquor tax	142,111	136,326	145,888	(9,562)
Local sales tax	6,328,922	6,516,235	6,500,000	16,235
Payment in lieu of taxes	64,233	-	95,570	(95,570)
Licenses, permits and fees	414,607	175,292	382,060	(206,768)
Franchise fees	1,629,275	1,708,328	2,342,500	(634,172)
Police	395,343	417,800	300,000	117,800
Engineering fees	5,056	4,805	10,000	(5,195)
Airport	151,698	159,693	159,200	493
Cemetery	81,303	85,869	98,000	(12,131)
Golf course	707,870	829,197	672,600	156,597
Licenses, permits and fees - other	67,769	67,451	-	67,451
Fines and forfeitures	1,117,694	1,284,277	755,000	529,277
Animal control	57,405	68,593	60,000	8,593
Rent and leases	220,635	254,347	155,000	99,347
Misc. charges for service	7,938	35,366	5,000	30,366
Interest	118,155	219,782	450,000	(230,218)
State aid	105,853	37,973	330,500	(292,527)
Federal aid	10,445	542,603	-	542,603
Operating grants	6,490	32,979	-	32,979
Contributions & donations	22,575	59,833	75,000	(15,167)
Zoo contributions	27,650	-	-	-
Sale of equipment	-	1,350	1,185,000	(1,183,650)
Sale of labor and materials	7,987	34,062	100,000	(65,938)
Other	50,339	303,326	-	303,326
Operating transfers in	3,046,022	6,329,967	3,458,563	2,871,404
Total receipts	18,305,596	21,839,425	$ 19,813,760	$ 2,025,665

CITY OF DODGE CITY, KANSAS

GENERAL FUND

SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL AND BUDGET
REGULATORY BASIS

For the Year Ended December 31, 2025
(With Comparative Actual Totals for the Prior Year Ended December 31, 2024)

		2025		
	2024	Actual	Budget	Variance favorable (unfavorable)
Expenditures:				
Commission:				
Personal services	$ 62,341	$ 61,758	$ 61,776	$ 18
Contractual services	8,232	10,890	13,100	2,210
Commodities	916	952	900	(52)
Subtotal	71,489	73,600	75,776	2,176
Depot train station:				
Personal services	20,388	21,889	26,744	4,855
Contractual services	2,039	627	2,800	2,173
Commodities	195	81	250	169
Subtotal	22,622	22,597	29,794	7,197
Economic development:				
Personal services	497,083	608,748	517,468	(91,280)
Reimbursed wages	897	(61,239)	(117,468)	(56,229)
Subtotal	497,980	547,509	400,000	(147,509)
Police department:				
Personal services	5,471,835	6,007,273	6,007,658	385
Contractual services	481,136	643,184	553,134	(90,050)
Commodities	228,941	189,410	228,980	39,570
Capital outlay	73,566	80,739	135,250	54,511
Subtotal	6,255,478	6,920,606	6,925,022	4,416
Animal control:				
Personal services	370,455	408,127	415,861	7,734
Contractual services	100,363	109,265	100,265	(9,000)
Commodities	67,766	50,301	53,100	2,799
Capital outlay	6,097	-	16,400	16,400
Subtotal	544,681	567,693	585,626	17,933

CITY OF DODGE CITY, KANSAS

GENERAL FUND

SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL AND BUDGET
REGULATORY BASIS

For the Year Ended December 31, 2025
(With Comparative Actual Totals for the Prior Year Ended December 31, 2024)

		2025		
	2024	Actual	Budget	Variance favorable (unfavorable)
Fire department:				
Personal services	$ 2,667,650	$ 2,644,261	$ 2,779,704	$ 135,443
Contractual services	126,091	145,334	104,500	(40,834)
Commodities	112,491	120,322	87,750	(32,572)
Capital outlay	13,742	130,991	118,000	(12,991)
Subtotal	2,919,974	3,040,908	3,089,954	49,046
Municipal court:				
Personal services	310,847	304,188	313,035	8,847
Contractual services	240,516	259,258	241,800	(17,458)
Commodities	9,899	8,736	7,500	(1,236)
Capital outlay	2,850	1,010	3,800	2,790
Subtotal	564,112	573,192	566,135	(7,057)
Public works:				
Personal services	392,803	335,573	424,396	88,823
Contractual services	449,100	435,421	449,400	13,979
Commodities	38,606	52,934	50,000	(2,934)
Subtotal	880,509	823,928	923,796	99,868
Engineering:				
Personal services	549,832	635,842	610,742	(25,100)
Contractual services	15,893	30,276	20,900	(9,376)
Commodities	9,901	15,511	13,300	(2,211)
Capital outlay	1,898	-	7,000	7,000
Subtotal	577,524	681,629	651,942	(29,687)
Airport:				
Personal services	185,661	166,967	184,380	17,413
Contractual services	152,049	159,857	107,300	(52,557)
Commodities	49,124	68,910	36,950	(31,960)
Capital outlay	622,440	52,724	-	(52,724)
Subtotal	1,009,274	448,458	328,630	(119,828)

CITY OF DODGE CITY, KANSAS

GENERAL FUND

SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL AND BUDGET
REGULATORY BASIS

For the Year Ended December 31, 2025
(With Comparative Actual Totals for the Prior Year Ended December 31, 2024)

		2025		
	2024	Actual	Budget	Variance favorable (unfavorable)
Cemetery:				
Personal services	$ 188,779	$ 182,716	$ 186,327	$ 3,611
Contractual services	41,639	43,500	39,400	(4,100)
Commodities	28,074	29,947	24,550	(5,397)
Capital outlay	5,000	649	-	(649)
Subtotal	263,492	256,812	250,277	(6,535)
Public transportation:				
Contractual services	99,364	51,257	255,000	203,743
Recreation - administrative:				
Contractual services	58,863	11,166	16,500	5,334
Capital outlay	-	-	25,000	25,000
Subtotal	58,863	11,166	41,500	30,334
Park:				
Personal services	1,056,691	1,086,114	1,156,765	70,651
Contractual services	178,647	255,083	122,500	(132,583)
Commodities	200,944	245,409	132,350	(113,059)
Capital outlay	2,823	15,814	4,500	(11,314)
Subtotal	1,439,105	1,602,420	1,416,115	(186,305)
Zoo:				
Personal services	509	-	118,170	118,170
Contractual services	6,136	4,103	18,650	14,547
Commodities	3,083	588	23,875	23,287
Subtotal	9,728	4,691	160,695	156,004

CITY OF DODGE CITY, KANSAS

GENERAL FUND

SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL AND BUDGET REGULATORY BASIS

For the Year Ended December 31, 2025
(With Comparative Actual Totals for the Prior Year Ended December 31, 2024)

		2025		
	2024	Actual	Budget	Variance favorable (unfavorable)
Golf course:				
Personal services	$ 611,489	$ 645,597	$ 601,059	$ (44,538)
Contractual services	141,001	203,282	96,500	(106,782)
Commodities	318,056	383,284	254,500	(128,784)
Capital outlay	11,499	4,500	-	(4,500)
Subtotal	1,082,045	1,236,663	952,059	(284,604)
Hennessy Hall:				
Personal services	27,493	-	-	-
Contractual services	100,155	110,159	111,800	1,641
Commodities	13,100	2,349	15,000	12,651
Capital outlay	-	-	-	-
Subtotal	140,748	112,508	126,800	14,292
Development services:				
Personal services	694,184	695,125	703,637	8,512
Contractual services	56,652	56,564	223,000	166,436
Commodities	21,040	27,215	37,500	10,285
Capital outlay	1,814	10,078	3,000	(7,078)
Subtotal	773,690	788,982	967,137	178,155
Administration:				
Personal services	1,469,470	1,411,588	1,384,404	(27,184)
Contractual services	257,245	493,407	486,200	(7,207)
Commodities	32,147	44,088	19,000	(25,088)
Capital outlay	8,071	2,562	15,500	12,938
Subtotal	1,766,933	1,951,645	1,905,104	(46,541)

CITY OF DODGE CITY, KANSAS

GENERAL FUND

SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL AND BUDGET
REGULATORY BASIS

For the Year Ended December 31, 2025
(With Comparative Actual Totals for the Prior Year Ended December 31, 2024)

		2025		
	2024	Actual	Budget	Variance favorable (unfavorable)
Information systems:				
Personal services	$ 427,234	$ 443,380	$ 440,529	$ (2,851)
Contractual services	6,420	4,640	8,650	4,010
Commodities	5,033	3,711	7,700	3,989
Capital outlay	1,034	1,329	5,600	4,271
Subtotal	439,721	453,060	462,479	9,419
Non-departmental:				
Contractual services	1,144,971	739,930	138,200	(601,730)
Capital outlay	223,903	275,833	919,357	643,524
Other	-	-	1,900,000	1,900,000
Subtotal	1,368,874	1,015,763	2,957,557	1,941,794
Transfers out:				
Municipal band	18,500	18,500	-	(18,500)
Minibus 2023-24	230,000	230,000	-	(230,000)
Capital equipment	450,769	-	589,360	589,360
Subtotal	699,269	248,500	589,360	340,860
Total expenditures	21,485,475	21,433,587	$ 23,660,758	$ 2,227,171
Receipts over (under) expenditures	(3,179,879)	405,838		
Unencumbered cash, beginning of year	3,405,125	225,246	$ 3,846,998	$ (3,621,752)
Prior year cancelled encumbrances	-	79,792		
Unencumbered cash, end of year	$ 225,246	$ 710,876		

See Independent Auditor's Report.

CITY OF DODGE CITY, KANSAS

SPECIAL LIABILITY FUND

SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL AND BUDGET REGULATORY BASIS

For the Year Ended December 31, 2025
(With Comparative Actual Totals for the Prior Year Ended December 31, 2024)

		2025		
	2024	Actual	Budget	Variance favorable (unfavorable)
Receipts:				
Taxes:				
Ad valorem tax	$ 398,889	$ 462,967	$ 475,693	$ (12,726)
Motor vehicle tax	69,512	60,190	53,301	6,889
Recreational vehicle tax	387	370	321	49
16/20M truck tax	-	-	143	(143)
Delinquent tax	11,298	8,486	-	8,486
Commercial vehicle tax	4,234	2,890	2,802	88
Watercraft	-	-	180	(180)
Charge for services:				
Sales tax	-	-	140,000	(140,000)
Water	-	-	180,000	(180,000)
Wastewater	-	-	150,000	(150,000)
Sanitation	-	-	100,000	(100,000)
Biogas	-	-	150,000	(150,000)
Contributions & donations	-	-	180,000	(180,000)
Total receipts	484,320	534,903	$ 1,432,440	$ (897,537)
Expenditures:				
Contractual services	515,227	513,673	$ 1,500,000	$ 986,327
Receipts over (under) expenditures	(30,907)	21,230		
Unencumbered cash (deficit), beginning of year	9,677	(21,230)	$ 67,560	$ (88,790)
Unencumbered cash (deficit), end of year	$ (21,230)	$ -		

See Independent Auditor's Report.

CITY OF DODGE CITY, KANSAS

LIBRARY FUND

SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL AND BUDGET REGULATORY BASIS

For the Year Ended December 31, 2025
(With Comparative Actual Totals for the Prior Year Ended December 31, 2024)

		2025		
	2024	Actual	Budget	Variance favorable (unfavorable)
Receipts:				
Taxes:				
Ad valorem tax	$ 884,193	$ 916,090	$ 947,200	$ (31,110)
Motor vehicle tax	136,248	127,642	118,195	9,447
Recreational vehicle tax	800	782	712	70
16/20M truck tax	-	-	316	(316)
Delinquent tax	23,564	17,598	31,000	(13,402)
Commercial vehicle tax	8,139	6,303	6,213	90
Watercraft	-	-	400	(400)
Payment in lieu of taxes	8,727	-	13,032	(13,032)
Total receipts	1,061,671	1,068,415	$ 1,117,068	$ (48,653)
Expenditures:				
Appropriation to Library board	1,045,000	1,084,000	$ 1,118,000	$ 34,000
Receipts over (under) expenditures	16,671	(15,585)		
Unencumbered cash, beginning of year	-	16,671	$ 932	$ 15,739
Unencumbered cash, end of year	$ 16,671	$ 1,086		

See Independent Auditor's Report.

SCHEDULE 2-4

CITY OF DODGE CITY, KANSAS

LIBRARY EMPLOYEE BENEFITS FUND

SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL AND BUDGET REGULATORY BASIS

For the Year Ended December 31, 2025
(With Comparative Actual Totals for the Prior Year Ended December 31, 2024)

		2025		
	2024	Actual	Budget	Variance favorable (unfavorable)
Receipts:				
Taxes:				
Ad valorem tax	$ 187,559	$ 199,464	$ 206,308	$ (6,844)
Motor vehicle tax	29,378	27,166	25,066	2,100
Recreational vehicle tax	165	166	151	15
16/20M truck tax	-	-	67	(67)
Delinquent tax	4,909	3,921	-	3,921
Commercial vehicle tax	1,746	1,338	1,318	20
Watercraft	-	-	85	(85)
Total receipts	223,757	232,055	$ 232,995	$ (940)
Expenditures:				
Appropriation to Library board	220,000	233,400	$ 233,400	$ -
Receipts over (under) expenditures	3,757	(1,345)		
Unencumbered cash, beginning of year	-	3,757	$ 405	$ 3,352
Unencumbered cash, end of year	$ 3,757	$ 2,412		

See Independent Auditor's Report.

CITY OF DODGE CITY, KANSAS

SALES TAX FUND

SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL AND BUDGET
REGULATORY BASIS

For the Year Ended December 31, 2025
(With Comparative Actual Totals for the Prior Year Ended December 31, 2024)

		2025		
	2024	Actual	Budget	Variance favorable (unfavorable)
Receipts:				
Local sales tax	$ 8,641,846	$ 8,473,002	$ 8,100,000	$ 373,002
Aquatics park revenue	409,277	396,382	385,000	11,382
Sports commission	53,769	51,982	250,000	(198,018)
Concessions	50,531	59,289	50,000	9,289
Interest	61,554	6,065	60,000	(53,935)
Athletic field:				
Other	102,012	92,487	100,000	(7,513)
Field rental	10,165	12,785	12,000	785
Total receipts	9,329,154	9,091,992	$ 8,957,000	$ 134,992
Expenditures:				
Field sports - maintenance:				
Personal services	275,902	355,406	$ 352,262	$ (3,144)
Contractual services	147,458	217,567	130,000	(87,567)
Commodities	103,391	147,600	95,000	(52,600)
Capital outlay	103,203	5,850	5,000	(850)
Subtotal	629,954	726,423	582,262	(144,161)
Field sports - tournaments:				
Personal services	105,137	57,681	83,116	25,435
Contractual services	165,787	120,987	96,600	(24,387)
Commodities	56,045	55,147	10,000	(45,147)
Sports commission	2,374	-	-	-
Subtotal	329,343	233,815	189,716	(44,099)
Administration:				
Contractual services	-	-	865,300	865,300
Other	-	-	2,500	2,500
Subtotal	-	-	867,800	867,800

CITY OF DODGE CITY, KANSAS

SALES TAX FUND

SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL AND BUDGET
REGULATORY BASIS

For the Year Ended December 31, 2025
(With Comparative Actual Totals for the Prior Year Ended December 31, 2024)

		2025		
	2024	Actual	Budget	Variance favorable (unfavorable)
Motor sports:				
Personal services	$ 9,057	$ 9,005	$ 10,800	$ 1,795
Contractual services	393,374	466,458	355,000	(111,458)
Commodities	9,220	30,533	25,000	(5,533)
Subtotal	411,651	505,996	390,800	(115,196)
Special events centers:				
Contractual services	1,252,381	1,474,928	1,105,000	(369,928)
Commodities	324	3,406	-	(3,406)
Capital outlay	85,905	93,122	-	(93,122)
Insurance & electrical	-	-	42,500	42,500
Subtotal	1,338,610	1,571,456	1,147,500	(423,956)
Facilities maintenance:				
Contractual services	2,765	270	-	(270)
Commodities	3,877	-	-	-
Capital outlay	11,457	-	-	-
Subtotal	18,099	270	-	(270)
Outdoor regional aquatics facility:				
Personal services	581,921	592,390	460,000	(132,390)
Contractual services	157,833	175,340	125,000	(50,340)
Commodities	210,902	223,393	190,000	(33,393)
Insurance	-	-	20,000	20,000
Subtotal	950,656	991,123	795,000	(196,123)

CITY OF DODGE CITY, KANSAS

SALES TAX FUND

SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL AND BUDGET
REGULATORY BASIS

For the Year Ended December 31, 2025
(With Comparative Actual Totals for the Prior Year Ended December 31, 2024)

		2025		
	2024	Actual	Budget	Variance favorable (unfavorable)
Operating transfers out	$ 5,927,251	$ 4,852,662	$ 4,662,421	$ (190,241)
Total expenditures	9,605,564	8,881,745	$ 8,635,499	$ (246,246)
Receipts over (under) expenditures	(276,410)	210,247		
Unencumbered cash, beginning of year	543,632	267,222	$ 328,487	$ (61,265)
Unencumbered cash, end of year	$ 267,222	$ 477,469	$ 649,988	$ (172,519)

See Independent Auditor's Report.

CITY OF DODGE CITY, KANSAS

CONVENTION & VISITORS FUND

SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL AND BUDGET REGULATORY BASIS

For the Year Ended December 31, 2025
(With Comparative Actual Totals for the Prior Year Ended December 31, 2024)

		2025		
	2024	Actual	Budget	Variance favorable (unfavorable)
Receipts:				
Transient guest tax	$ 1,328,909	$ 1,373,789	$ 890,000	$ 483,789
Trolley charges	42,817	55,683	30,000	25,683
Other	43,354	37,943	27,000	10,943
Total receipts	1,415,080	1,467,415	$ 947,000	$ 520,415
Expenditures:				
Personal services	398,363	446,311	$ 460,575	$ 14,264
Contractual services	341,366	344,767	414,000	69,233
Commodities	27,753	41,025	50,000	8,975
Capital outlay	56,839	-	61,000	61,000
Operating transfers out	150,000	300,000	150,000	(150,000)
Total expenditures	974,321	1,132,103	$ 1,135,575	$ 3,472
Receipts over (under) expenditures	440,759	335,312		
Unencumbered cash, beginning of year	1,278,836	1,719,595	$ 901,996	$ 817,599
Unencumbered cash, end of year	$ 1,719,595	$ 2,054,907	$ 713,421	$ 1,341,486

See Independent Auditor's Report.

CITY OF DODGE CITY, KANSAS

SPECIAL STREETS AND HIGHWAYS FUND

SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL AND BUDGET REGULATORY BASIS

For the Year Ended December 31, 2025
(With Comparative Actual Totals for the Prior Year Ended December 31, 2024)

		2025		
	2024	Actual	Budget	Variance favorable (unfavorable)
Receipts:				
State of Kansas gas tax	$ 746,675	$ 746,548	$ 733,380	$ 13,168
State aid	346,013	353,075	-	353,075
Total receipts	1,092,688	1,099,623	$ 733,380	$ 366,243
Expenditures:				
Personal services	383,351	320,445	$ 387,657	$ 67,212
Contractual services	69,338	121,390	25,350	(96,040)
Commodities	185,932	329,916	193,300	(136,616)
Capital outlay	258,629	525,589	500,000	(25,589)
Operating transfers out	-	-	250,000	250,000
Total expenditures	897,250	1,297,340	$ 1,356,307	$ 58,967
Receipts over (under) expenditures	195,438	(197,717)		
Unencumbered cash (deficit), beginning of year	(60,621)	134,817	$ (666,658)	$ 801,475
Cancelled encumbrances	-	4,053		
Unencumbered cash (deficit), end of year	$ 134,817	$ (58,847)	$ (1,289,585)	$ 1,230,738

See Independent Auditor's Report.

CITY OF DODGE CITY, KANSAS

SPECIAL PARKS AND RECREATION FUND

SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL AND BUDGET REGULATORY BASIS

For the Year Ended December 31, 2025
(With Comparative Actual Totals for the Prior Year Ended December 31, 2024)

		2025		
	2024	Actual	Budget	Variance favorable (unfavorable)
Receipts:				
State of Kansas liquor tax	$ 142,111	$ 136,325	$ 145,888	$ (9,563)
Expenditures:				
Contractual services	-	-	$ 100,000	$ 100,000
Operating transfers out	45,833	150,000	-	(150,000)
Total expenditures	45,833	150,000	$ 100,000	$ (50,000)
Receipts over (under) expenditures	96,278	(13,675)		
Unencumbered cash, beginning of year	167,722	264,000	$ 254,997	$ 9,003
Unencumbered cash, end of year	$ 264,000	$ 250,325	$ 300,885	$ (50,560)

See Independent Auditor's Report.

CITY OF DODGE CITY, KANSAS

SPECIAL ALCOHOL AND DRUG FUND

SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL AND BUDGET REGULATORY BASIS

For the Year Ended December 31, 2025
(With Comparative Actual Totals for the Prior Year Ended December 31, 2024)

		2025		
	2024	Actual	Budget	Variance favorable (unfavorable)
Receipts:				
State of Kansas liquor tax	$ 142,111	$ 136,326	$ 145,888	$ (9,562)
Expenditures:				
Contractual services	150,947	172,700	$ 172,700	$ -
Receipts over (under) expenditures	(8,836)	(36,374)		
Unencumbered cash, beginning of year	52,716	43,880	$ 69,990	$ (26,110)
Unencumbered cash, end of year	$ 43,880	$ 7,506	$ 43,178	$ (35,672)

See Independent Auditor's Report.

CITY OF DODGE CITY, KANSAS

ALCOHOL AND DRUG SAFETY ACTION FUND

SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL AND BUDGET REGULATORY BASIS

For the Year Ended December 31, 2025
(With Comparative Actual Totals for the Prior Year Ended December 31, 2024)

		2025		
	2024	Actual	Budget	Variance favorable (unfavorable)
Receipts	$ -	$ -	$ -	$ -
Expenditures	-	-	$ -	$ -
Receipts over (under) expenditures	-	-		
Unencumbered cash, beginning of year	8,867	8,867	$ -	$ 8,867
Unencumbered cash, end of year	$ 8,867	$ 8,867		

See Independent Auditor's Report.

CITY OF DODGE CITY, KANSAS

DEVELOPMENT AND GROWTH FUND

SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL AND BUDGET REGULATORY BASIS

For the Year Ended December 31, 2025
(With Comparative Actual Totals for the Prior Year Ended December 31, 2024)

		2025		
	2024	Actual	Budget	Variance favorable (unfavorable)
Receipts:				
Lottery revenues	$ 709,575	$ 672,697	$ 700,000	$ (27,303)
State grants	-	105,687	-	105,687
Total receipts	709,575	778,384	$ 700,000	$ 78,384
Expenditures:				
Principal	20,000	20,000	$ -	$ (20,000)
Interest	5,470	5,270	-	(5,270)
Contractual services	439,733	362,828	-	(362,828)
Capital outlay	1,043,619	223,420	1,000,000	776,580
Operating transfers out	-	57,000	57,000	-
Total expenditures	1,508,822	668,518	$ 1,057,000	$ 388,482
Receipts over (under) expenditures	(799,247)	109,866		
Unencumbered cash, beginning of year	973,644	174,397	$ 916,644	$ (742,247)
Unencumbered cash, end of year	$ 174,397	$ 284,263	$ 559,644	$ (275,381)

See Independent Auditor's Report.

[THIS PAGE INTENTIONALLY LEFT BLANK]

CITY OF DODGE CITY, KANSAS

CAPITAL IMPROVEMENT FUND

SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL AND BUDGET REGULATORY BASIS

For the Year Ended December 31, 2025
(With Comparative Actual Totals for the Prior Year Ended December 31, 2024)

		2025		
	2024	Actual	Budget	Variance favorable (unfavorable)
Receipts:				
Taxes:				
Ad valorem	$ 1,162,182	$ 1,613,729	$ 1,660,116	$ (46,387)
Motor vehicle	21,833	134,112	155,516	(21,404)
Recreational vehicle	126	798	937	(139)
16/20M truck	-	-	416	(416)
Delinquent	6,476	11,741	5,500	6,241
Commercial vehicle tax	1,257	7,662	8,174	(512)
Watercraft	-	-	526	(526)
Rent & leases	15,588	20,784	-	20,784
Operating transfers in	478,134	-	500,000	(500,000)
Total receipts	1,685,596	1,788,826	$ 2,331,185	$ (542,359)
Expenditures:				
Administration capital outlay	-	-	$ 2,350,000	$ 2,350,000
Police:				
Contractual services	-	11,869	-	(11,869)
Capital outlay	-	74,815	-	(74,815)
Public works capital outlay	331,620	316,260	-	(316,260)
Cemetery capital outlay	300,667	436,726	-	(436,726)
Recreation capital outlay	39,647	1,604,820	-	(1,604,820)
Total expenditures	671,934	2,444,490	$ 2,350,000	$ (94,490)
Receipts over (under) expenditures	1,013,662	(655,664)		
Unencumbered cash, beginning of year	1,005,027	2,018,689	$ 18,815	$ 1,999,874
Unencumbered cash, end of year	$ 2,018,689	$ 1,363,025		

See Independent Auditor's Report.

CITY OF DODGE CITY, KANSAS

ALL NON-BUDGETED SPECIAL PURPOSE FUNDS

SCHEDULE OF RECEIPTS AND EXPENDITURES
REGULATORY BASIS

For the Year Ended December 31, 2025

	Sales tax organizations	Sales tax depreciation and replacement	Sales tax event	Hilmar bioscience district
Receipts:				
In lieu of tax	$ -	$ -	$ -	$ 1,355,845
Local sales tax	-	-	-	-
Transient guest tax	-	-	-	-
Fines and forfeitures	-	-	-	-
Rent	-	-	-	-
Charges for service	-	-	-	-
Interest	-	-	-	-
Federal aid	-	-	-	-
Contributions & donations	-	-	-	-
Sale of labor, materials and land	-	-	-	-
Other	-	-	-	-
Insurance recoveries	-	-	-	-
Operating transfers in	710,000	250,000	200,000	-
Total receipts	710,000	250,000	200,000	1,355,845
Expenditures:				
Personal services	-	-	-	-
Contractual services	437,117	-	150,000	-
Commodities	-	-	-	-
Capital outlay	-	891,563	-	-
Reimburse development costs	-	-	-	-
Lease payments	-	-	-	-
Operating transfers out	250,000	-	-	-
Total expenditures	687,117	891,563	150,000	-
Receipts over (under) expenditures	22,883	(641,563)	50,000	1,355,845
Unencumbered cash (deficit), beginning of year	617,070	1,755,652	5,070	21,148
Unencumbered cash (deficit), end of year	$ 639,953	$ 1,114,089	$ 55,070	$ 1,376,993

Rural housing incentive district	Transient guest tax	Street sales tax	Special law enforcement trust	Economic development revolving	Hoover trust	Roof insurance repairs	Medical insurance reserve
$ 960,492	$ -	$ -	$ -	$ -	$ -	$ -	$ -
-	-	4,020,453	-	-	-	-	-
-	457,930	-	-	-	-	-	-
-	-	-	7,106	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	2,244,633
-	-	-	-	714	7,270	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
960,492	457,930	4,020,453	7,106	714	7,270	-	2,244,633
-	-	-	-	-	-	-	776,679
-	382,836	2,736	7,244	-	-	99,185	2,285,946
-	-	140	-	-	-	-	-
-	-	5,553,037	-	-	-	-	-
499,788	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	848,000	-	-	-	-	-
499,788	382,836	6,403,913	7,244	-	-	99,185	3,062,625
460,704	75,094	(2,383,460)	(138)	714	7,270	(99,185)	(817,992)
(822,227)	670,559	1,514,661	72,589	4,213	147,845	99,185	3,598,467
$ (361,523)	$ 745,653	$ (868,799)	$ 72,451	$ 4,927	$ 155,115	$ -	$ 2,780,475

CITY OF DODGE CITY, KANSAS

ALL NON-BUDGETED SPECIAL PURPOSE FUNDS

SCHEDULE OF RECEIPTS AND EXPENDITURES
REGULATORY BASIS (CONTINUED)

For the Year Ended December 31, 2025

	CDBG - CV grant	Capital equipment reserve	Hilmar	GREAT
Receipts:				
In lieu of tax	$ -	$ -	$ -	$ -
Local sales tax	-	-	-	-
Transient guest tax	-	-	-	-
Fines and forfeitures	-	-	-	-
Rent	-	-	-	-
Charges for service	-	-	-	-
Interest	-	-	-	-
Federal aid	68,836	-	-	-
Contributions & donations	-	6,000	-	78,652
Sale of labor, materials and land	-	-	-	-
Other	-	10,210	-	-
Insurance recoveries	-	44,163	-	-
Operating transfers in	-	-	-	-
Total receipts	68,836	60,373	-	78,652
Expenditures:				
Personal services	-	-	-	-
Contractual services	68,836	-	-	-
Commodities	-	-	-	5,418
Capital outlay	-	1,473,670	-	-
Reimburse development costs	-	-	-	-
Lease payments	-	106,566	-	-
Operating transfers out	-	-	-	-
Total expenditures	68,836	1,580,236	-	5,418
Receipts over (under) expenditures	-	(1,519,863)	-	73,234
Unencumbered cash (deficit), beginning of year	-	(829,517)	-	39,205
Unencumbered cash (deficit), end of year	$ -	$ (2,349,380)	$ -	$ 112,439

See Independent Auditor's Report.

Fire CPR Training	Municipal band	SMPC trust	Depot	Civil asset forfeiture	Public art	Total
$ -	$ -	$ -	$ -	$ -	$ -	$ 2,316,337
-	-	-	-	-	-	4,020,453
-	-	-	-	-	-	457,930
-	-	-	-	6,612	-	13,718
-	-	-	777	-	-	777
6,566	-	-	-	-	-	2,251,199
-	-	-	-	-	-	7,984
-	-	-	-	-	-	68,836
-	-	11,250	1,760	-	-	97,662
-	-	-	24,200	-	-	24,200
-	-	-	-	-	-	10,210
-	-	-	-	-	-	44,163
-	18,500	-	250,000	-	36,592	1,465,092
6,566	18,500	11,250	276,737	6,612	36,592	10,778,561
-	-	-	-	-	-	776,679
-	18,708	-	85,224	-	2,750	3,540,582
-	1,546	-	62,441	-	-	69,545
-	-	-	1,622	-	-	7,919,892
-	-	-	-	-	-	499,788
-	-	-	-	-	-	106,566
-	-	-	-	-	-	1,098,000
-	20,254	-	149,287	-	2,750	14,011,052
6,566	(1,754)	11,250	127,450	6,612	33,842	(3,232,491)
37,626	10,598	240,306	454,438	10,627	7,769	7,655,284
$ 44,192	$ 8,844	$ 251,556	$ 581,888	$ 17,239	$ 41,611	$ 4,422,793

CITY OF DODGE CITY, KANSAS

SPECIAL PURPOSE GRANT FUNDS

SCHEDULE OF RECEIPTS AND EXPENDITURES
REGULATORY BASIS

For the Year Ended December 31, 2025

	PD Grants	Runway 220	Police body worn cameras	Minibus grant 2020-21
Receipts:				
Federal grants and aid	$ 327,000	$ 922,771	$ -	$ -
State grants and aid	-	-	-	-
Contributions & donations	-	48,568	-	-
Operating transfers in	-	-	-	-
Total receipts	327,000	971,339	-	-
Expenditures:				
Personal services	-	-	-	-
Contractual services	-	-	-	-
Commodities	-	-	-	-
Capital outlay	-	3,198,505	-	-
Operating transfers out	-	-	-	54,771
Total expenditures	-	3,198,505	-	54,771
Receipts over (under) expenditures	327,000	(2,227,166)	-	(54,771)
Unencumbered cash (deficit), beginning of year	(377,130)	(78,604)	7,819	54,771
Unencumbered cash (deficit), end of year	$ (50,130)	$ (2,305,770)	$ 7,819	$ -

Minibus grant 2021-22	Minibus grant 2022-23	Minibus grant 2023-24	KHRC moderate income housing	Safe streets for all grant	Opioid
$ -	$ -	$ -	$ -	$ -	$ -
-	-	465,658	475,000	-	48,064
-	-	20,127	-	-	-
-	-	284,771	-	-	
-	-	770,556	475,000	-	48,064
-	-	654,368	-	71,384	-
-	-	103,063	430,000	-	-
-	-	116,507	-	-	-
-	-	113	-	-	-
-	-	-	-	-	-
-	-	874,051	430,000	71,384	-
-	-	(103,495)	45,000	(71,384)	48,064
-	-	(215,257)	-	(226,326)	163,998
$ -	$ -	$ (318,752)	$ 45,000	$ (297,710)	$ 212,062

CITY OF DODGE CITY, KANSAS

SPECIAL PURPOSE GRANT FUNDS

SCHEDULE OF RECEIPTS AND EXPENDITURES
REGULATORY BASIS

For the Year Ended December 31, 2025

	Downtown kiosk	USDA rural business development	Total
Receipts:			
Federal grants and aid	$ -	$ -	$ 1,249,771
State grants and aid	-	-	988,722
Contributions & donations	-	-	68,695
Operating transfers in	-	-	284,771
Total receipts	-	-	2,591,959
Expenditures:			
Personal services	-	-	725,752
Contractual services	-	-	533,063
Commodities	-	-	116,507
Capital outlay	23,058	-	3,221,676
Operating transfers out	-	-	54,771
Total expenditures	23,058	-	4,651,769
Receipts over (under) expenditures	(23,058)	-	(2,059,810)
Unencumbered cash (deficit), beginning of year	9,918	(95,109)	(755,920)
Unencumbered cash (deficit), end of year	$ (13,140)	$ (95,109)	$ (2,815,730)

See Independent Auditor's Report.

CITY OF DODGE CITY, KANSAS

GO BOND AND INTEREST FUND

SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL AND BUDGET
REGULATORY BASIS

For the Year Ended December 31, 2025
(With Comparative Actual Totals for the Prior Year Ended December 31, 2024)

		2025		
	2024	Actual	Budget	Variance favorable (unfavorable)
Receipts:				
Taxes:				
Ad valorem tax	$ 1,996,993	$ 2,126,297	$ 2,199,078	$ (72,781)
Motor vehicle tax	282,669	283,277	266,946	16,331
Recreational vehicle tax	2,837	1,738	1,609	129
16/20M truck tax	-	-	714	(714)
Delinquent tax	48,233	37,058	50,000	(12,942)
Commercial vehicle tax	17,057	15,117	14,031	1,086
Watercraft	-	-	904	(904)
Special assessments	817,582	936,639	889,404	47,235
Bond proceeds	910,300	-	-	-
Operating transfers in	836,046	1,086,445	1,212,050	(125,605)
Total receipts	4,911,717	4,486,571	$ 4,634,736	$ (148,165)
Expenditures:				
Bond principal	3,098,900	3,279,750	$ 3,219,750	$ (60,000)
Other financing payments	-	-	200,000	200,000
Interest	1,393,534	1,377,337	1,266,926	(110,411)
Operating transfers out	-	152,898	-	(152,898)
Total expenditures	4,492,434	4,809,985	$ 4,686,676	$ (123,309)
Receipts over (under) expenditures	419,283	(323,414)		
Unencumbered cash, beginning of year	39,779	459,062	$ 51,940	$ 407,122
Unencumbered cash, end of year	$ 459,062	$ 135,648		

See Independent Auditor's Report.

CITY OF DODGE CITY, KANSAS

NON-BUDGETED BOND AND INTEREST FUNDS

SCHEDULE OF RECEIPTS AND EXPENDITURES
REGULATORY BASIS

For the Year Ended December 31, 2025

	Cost of issuance	Special events center revenue bonds	Water park revenue bonds
Receipts:			
Bond proceeds	$ 339,779	$ -	$ -
Investment income (loss)	-	145,710	38,428
Operating transfers in	-	2,860,321	682,341
Total receipts	339,779	3,006,031	720,769
Expenditures:			
Principal	-	1,785,000	475,000
Interest	-	1,012,525	208,700
Debt issuance costs	206,577	-	-
Operating transfers out	-	-	-
Total expenditures	206,577	2,797,525	683,700
Receipts over (under) expenditures	133,202	208,506	37,069
Unencumbered cash, beginning of year	628,773	4,427,429	1,071,168
Unencumbered cash, end of year	$ 761,975	$ 4,635,935	$ 1,108,237

See Independent Auditor's Report.

Water temp notes	Water & wastewater revenue bonds	Total
$ -	$ -	$ 339,779
-	-	184,138
-	-	3,542,662
-	-	4,066,579
-	-	2,260,000
-	-	1,221,225
-	-	206,577
17,409	373,206	390,615
17,409	373,206	4,078,417
(17,409)	(373,206)	(11,838)
17,409	373,206	6,517,985
$ -	$ -	$ 6,506,147

CITY OF DODGE CITY, KANSAS

CAPITAL PROJECT FUNDS

SCHEDULE OF RECEIPTS AND EXPENDITURES
REGULATORY BASIS

For the Year Ended December 31, 2025

	Municipal services building	Construction fire station #2	First National Bank building	GO bonds 2025
Receipts:				
Debt proceeds	$ -	$ -	$ -	$ 9,218,459
Federal grants	-	-	-	-
State grants and aid	-	-	-	-
Contributions & donations	90,031	-	-	-
Operating transfers in	-	-	-	-
Total receipts	90,031	-	-	9,218,459
Expenditures:				
Interest	-	-	-	-
Public works:				
Contractual services	-	-	-	287,698
Capital outlay	-	-	-	463,919
Capital project:				
Contractual services	269,628	322,230	689,329	-
Commodities	77,687	200	8,385	-
Capital outlay	107,283	-	-	-
Operating transfers out	-			36,592
Total expenditures	454,598	322,430	697,714	788,209
Receipts over (under) expenditures	(364,567)	(322,430)	(697,714)	8,430,250
Unencumbered cash (deficit), beginning of year	(301,269)	(150,329)	(19,345)	-
Cancelled encumbrances	20,528	-	-	-
Unencumbered cash (deficit), end of year	$ (645,308)	$ (472,759)	$ (717,059)	$ 8,430,250

GO bonds 2018	GO bonds 2013	Managed aquifer recharge project	GO bonds 2016	GO bonds 2017	GO bonds 2020
$ -	$ -	$ -	$ -	$ -	$ -
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	1,279,093	-	-	-
-	-	-	-	-	49,790
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	256,986
-	-	1,279,093	-	-	306,776
-	-	(1,279,093)	-	-	(306,776)
111,422	781,362	-	135,595	459,250	327,532
-	-	-	-	-	-
$ 111,422	$ 781,362	$ (1,279,093)	$ 135,595	$ 459,250	$ 20,756

CITY OF DODGE CITY, KANSAS

CAPITAL PROJECTS FUNDS

SCHEDULE OF RECEIPTS AND EXPENDITURES
REGULATORY BASIS

For the Year Ended December 31, 2025

	GO bonds 2022	Star bond power center	Temporary notes 15th Avenue
Receipts:			
Debt proceeds	$ -	$ -	$ 1,346,932
Federal grants	-	-	-
State grants and aid	-	530,822	-
Contributions & donations	-	-	-
Operating transfers in	-	-	-
Total receipts	-	530,822	1,346,932
Expenditures:			
Interest	-	-	-
Public works:			
Contractual services	-	-	154
Capital outlay	207,515	-	766,032
Capital project:			
Contractual services	-	7,660	-
Commodities	-	-	-
Capital outlay	-	3,971,095	-
Operating transfers out	2,888,772	-	-
Total expenditures	3,096,287	3,978,755	766,186
Receipts over (under) expenditures	(3,096,287)	(3,447,933)	580,746
Unencumbered cash (deficit), beginning of year	7,809,911	(6,780,881)	79,293
Cancelled encumbrances	-	-	-
Unencumbered cash (deficit), end of year	$ 4,713,624	$ (10,228,814)	$ 660,039

Candletree 6 infrastructure	Temporary notes Candletree	United Village	KLETC project	Boot Hill museum
$ -	$ -	$ -	$ -	$ -
-	-	-	-	-
-	-	-	-	-
-	-	-	-	12,000
-	-	-	152,898	-
-	-	-	152,898	12,000
-	-	343,984	-	-
-	58,183	-	-	-
-	(89,428)	2,135,786	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	(31,245)	2,479,770	-	-
-	31,245	(2,479,770)	152,898	12,000
(1,000)	1,251,954	3,527,944	(152,898)	(613,295)
1,000	-	-	-	-
$ -	$ 1,283,199	$ 1,048,174	$ -	$ (601,295)

CITY OF DODGE CITY, KANSAS

CAPITAL PROJECTS FUNDS

SCHEDULE OF RECEIPTS AND EXPENDITURES
REGULATORY BASIS

For the Year Ended December 31, 2025

	Airport terminal renovation	Wagon Wheel III	Iron Flats	McCaustland Rd #2
Receipts:				
Debt proceeds	$ -	$ -	$ 314,885	$ -
Federal grants	4,145,173	-	-	-
State grants and aid	218,166	-	-	-
Contributions & donations	-	-	-	-
Operating transfers in	-	272,347	2,616,425	-
Total receipts	4,363,339	272,347	2,931,310	-
Expenditures:				
Interest	-	-	140,250	-
Public works:				
Contractual services	4,190,700	-	-	-
Capital outlay	301,541	-	(18,863)	-
Capital project:				
Contractual services	-	-	-	-
Commodities	-	-	-	-
Capital outlay	-	-	-	-
Operating transfers out	-	-	-	-
Total expenditures	4,492,241	-	121,387	-
Receipts over (under) expenditures	(128,902)	272,347	2,809,923	-
Unencumbered cash (deficit), beginning of year	(2,709,093)	(272,347)	(2,809,923)	82,150
Cancelled encumbrances	-	-	-	-
Unencumbered cash (deficit), end of year	$ (2,837,995)	$ -	$ -	$ 82,150

See Independent Auditor's Report.

Casa Del Rio	GO bonds 2023	GO bonds 2024	Wastewater treatment plant	Total
$ -	$ -	$ -	$ 8,317,500	$ 19,197,776
-	-	-	-	4,145,173
-	-	-	-	748,988
-	-	-	-	102,031
63,206	-	-	-	3,104,876
63,206	-	-	8,317,500	27,298,844
-	-	-	-	484,234
-	94,962	56,000	-	5,966,790
-	816,175	593,827	-	5,226,294
-	-	-	1,580,018	2,868,865
-	-	-	-	86,272
-	-	-	261,391	4,339,769
-	63,206	-	-	3,182,350
-	974,343	649,827	1,841,409	22,154,574
63,206	(974,343)	(649,827)	6,476,091	5,081,064
(63,206)	1,168,840	1,777,466	(8,041,122)	(4,401,989)
-	-	-	-	21,528
$ -	$ 194,497	$ 1,127,639	$ (1,565,031)	$ 700,603

CITY OF DODGE CITY, KANSAS

WATER UTILITY FUND

SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL AND BUDGET
REGULATORY BASIS

For the Year Ended December 31, 2025
(With Comparative Actual Totals for the Prior Year Ended December 31, 2024)

		2025		
	2024	Actual	Budget	Variance favorable (unfavorable)
Receipts:				
Sale of water	$ 6,780,941	$ 6,911,492	$ 7,300,000	$ (388,508)
Rent & leases	22,930	24,907	30,000	(5,093)
Other	20,232	9,517	10,000	(483)
Interest	354,467	337,314	350,000	(12,686)
Sale of scrap	12,171	-	-	-
Sale of labor and materials	387,609	423,259	280,000	143,259
Insurance recoveries	40,450	73,401	-	73,401
Total receipts	7,618,800	7,779,890	$ 7,970,000	$ (190,110)
Expenditures:				
Bond principal	1,596,100	265,250	$ 265,250	$ -
Interest	97,862	47,300	78,545	31,245
Personal services	645,365	898,318	797,122	(101,196)
Contractual services	1,384,947	1,767,956	974,250	(793,706)
Commodities	535,251	1,053,472	980,000	(73,472)
Capital outlay	1,249,369	2,615,622	5,000,000	2,384,378
Other	(21,022)	(17,439)	15,000	32,439
Utility administration	-	-	190,000	190,000
Operating transfers out	855,016	2,328,797	1,008,095	(1,320,702)
Total expenditures	6,342,888	8,959,276	$ 9,308,262	$ 348,986
Receipts over (under) expenditures	1,275,912	(1,179,386)		
Unencumbered cash, beginning of year	6,249,007	7,524,919	$ 7,322,329	$ 202,590
Cancelled encumbrances	-	40,500		
Unencumbered cash, end of year	$ 7,524,919	$ 6,386,033	$ 5,984,067	$ 401,966

See Independent Auditor's Report.

CITY OF DODGE CITY, KANSAS

WASTEWATER UTILITY FUND

SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL AND BUDGET
REGULATORY BASIS

For the Year Ended December 31, 2025
(With Comparative Actual Totals for the Prior Year Ended December 31, 2024)

		2025		
	2024	Actual	Budget	Variance favorable (unfavorable)
Receipts:				
Sewage service charges	$ 7,876,970	$ 8,473,195	$ 7,500,000	$ 973,195
Rent & leases	3,760	8,137	10,000	(1,863)
National Beef bond payment	-	555,890	1,111,779	(555,889)
Interest	214,279	162,612	240,000	(77,388)
Sale of labor and materials	-	-	5,000	(5,000)
Operating transfers in	458,333	373,206	500,000	(126,794)
Total receipts	8,553,342	9,573,040	$ 9,366,779	$ 206,261
Expenditures:				
Bond principal	1,190,000	1,235,000	$ 1,187,400	$ (47,600)
Interest	523,193	1,422,093	371,263	(1,050,830)
Utilities:				
Collection - personal services	310,469	360,441	291,913	(68,528)
Collection - contractual services	152,190	286,126	40,000	(246,126)
Collection - commodities	34,040	31,812	28,000	(3,812)
Collection - capital outlay	16,369	1,269	295,000	293,731
Collection - other	20,008	25,142	25,000	(142)
Treatment - contractual services	3,901,944	4,943,344	4,500,000	(443,344)
Treatment - commodities	82	-	2,500	2,500
Treatment - capital outlay	40,672	100,998	341,000	240,002
Utility administration	-	-	190,000	190,000
Operating transfers out	730,155	1,969,312	898,610	(1,070,702)
Total expenditures	6,919,122	10,375,537	$ 8,170,686	$ (2,204,851)
Receipts over (under) expenditures	1,634,220	(802,497)		
Unencumbered cash, beginning of year	3,483,272	5,117,492	$ 5,508,940	$ (391,448)
Unencumbered cash, end of year	$ 5,117,492	$ 4,314,995	$ 6,705,033	$ (2,390,038)

See Independent Auditor's Report.

CITY OF DODGE CITY, KANSAS

BIOGAS OPERATIONS FUND

SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL AND BUDGET
REGULATORY BASIS

For the Year Ended December 31, 2025
(With Comparative Actual Totals for the Prior Year Ended December 31, 2024)

		2025		
	2024	Actual	Budget	Variance favorable (unfavorable)
Receipts:				
Sale of methane gas - energy credits	$ 4,445,815	$ 2,926,721	$ 7,762,095	$ (4,835,374)
Expenditures:				
Bond principal	726,523	747,229	$ 903,496	$ 156,267
Interest	161,143	142,266	-	(142,266)
Debt service fees	15,615	14,432	-	(14,432)
Contractual services	1,480,327	725,081	2,737,000	2,011,919
Capital outlay	889,567	525,139	800,000	274,861
Operating transfers out	1,649,999	850,000	1,800,000	950,000
Total expenditures	4,923,174	3,004,147	$ 6,240,496	$ 3,236,349
Receipts over (under) expenditures	(477,359)	(77,426)		
Unencumbered cash (deficit), beginning of year	(377,178)	(854,537)	$ 1,721,433	$ (2,575,970)
Unencumbered cash (deficit), end of year	$ (854,537)	$ (931,963)	$ 3,243,032	$ (4,174,995)

See Independent Auditor's Report.

CITY OF DODGE CITY, KANSAS

SOLID WASTE UTILITY FUND

SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL AND BUDGET
REGULATORY BASIS

For the Year Ended December 31, 2025
(With Comparative Actual Totals for the Prior Year Ended December 31, 2024)

		2025		
	2024	Actual	Budget	Variance favorable (unfavorable)
Receipts:				
Service fees - sanitation	$ 2,676,988	$ 2,847,739	$ 2,500,000	$ 347,739
Yard waste	142,713	150,418	135,000	15,418
Container	918	482	1,000	(518)
Interest	62,768	35,318	40,000	(4,682)
Sale of recyclables	70,280	54,032	45,000	9,032
Other	(363)	-	75,400	(75,400)
Total receipts	2,953,304	3,087,989	$ 2,796,400	$ 291,589
Expenditures:				
Utilities:				
Collection - personal services	1,032,300	1,174,173	$ 1,037,503	$ (136,670)
Collection - contractual services	826,188	1,012,076	660,000	(352,076)
Collection - commodities	189,527	241,979	149,300	(92,679)
Collection - capital outlay	586,669	1,302	575,000	573,698
Collection - other	13,493	15,345	14,000	(1,345)
Collection - lease payment	123,781	123,806	123,800	(6)
Recycling - personal services	239,744	271,206	232,710	(38,496)
Recycling - contractual services	60,942	25,427	61,250	35,823
Recycling - commodities	10,498	17,684	20,950	3,266
Recycling - capital outlay	156,040	-	30,000	30,000
Recycling - building lease purchase	80,851	80,851	80,900	49
Utility administration	-	-	90,333	90,333
Operating transfers out	245,041	265,472	263,472	(2,000)
Total expenditures	3,565,074	3,229,321	$ 3,339,218	$ 109,897
Receipts over (under) expenditures	(611,770)	(141,332)		
Unencumbered cash, beginning of year	997,556	385,786	$ 622,839	$ (237,053)
Unencumbered cash, end of year	$ 385,786	$ 244,454	$ 80,021	$ 164,433

See Independent Auditor's Report.

CITY OF DODGE CITY, KANSAS

DRAINAGE UTILITY FUND

SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL AND BUDGET REGULATORY BASIS

For the Year Ended December 31, 2025
(With Comparative Actual Totals for the Prior Year Ended December 31, 2024)

		2025		
	2024	Actual	Budget	Variance favorable (unfavorable)
Receipts:				
Service fees	$ 300,276	$ 312,772	$ 275,000	$ 37,772
Interest	13,237	17,180	-	17,180
Total receipts	313,513	329,952	$ 275,000	$ 54,952
Expenditures:				
Contractual services	17,510	22,409	$ 9,600	$ (12,809)
Commodities	-	-	100	100
Capital outlay	83,553	57,641	175,000	117,359
Other	813	822	1,000	178
Operating transfers out	193,690	223,436	223,436	-
Total expenditures	295,566	304,308	$ 409,136	$ 104,828
Receipts over (under) expenditures	17,947	25,644		
Unencumbered cash, beginning of year	145,124	163,071	$ 115,626	$ 47,445
Unencumbered cash, end of year	$ 163,071	$ 188,715	$ (18,510)	$ 207,225

See Independent Auditor's Report.

CITY OF DODGE CITY, KANSAS

VEHICLE MAINTENANCE FUND

SCHEDULE OF RECEIPTS AND EXPENDITURES - ACTUAL AND BUDGET REGULATORY BASIS

For the Year Ended December 31, 2025
(With Comparative Actual Totals for the Prior Year Ended December 31, 2024)

		2025		
	2024	Actual	Budget	Variance favorable (unfavorable)
Receipts:				
Internal charges	$ 464,003	$ 1,439,204	$ 765,000	$ 674,204
Expenditures:				
Personal services	327,287	357,885	$ 361,771	$ 3,886
Contractual services	88,734	237,908	150,000	(87,908)
Commodities	336,887	367,183	250,000	(117,183)
Capital outlay	20,995	55,909	-	(55,909)
Total expenditures	773,903	1,018,885	$ 761,771	$ (257,114)
Receipts over (under) expenditures	(309,900)	420,319		
Unencumbered cash (deficit), beginning of year	(450,585)	(760,485)	$ (450,568)	$ (309,917)
Unencumbered cash (deficit), end of year	$ (760,485)	$ (340,166)	$ (447,339)	$ 107,173

See Independent Auditor's Report.

CITY OF DODGE CITY, KANSAS

FACILITIES MAINTENANCE FUND

SCHEDULE OF RECEIPTS AND EXPENDITURES
REGULATORY BASIS

For the Year Ended December 31, 2025

	Facilities maintenance
Receipts:	
Sale of labor and materials	$ 2,453,181
Expenditures:	
Personal services	1,037,966
Contractual services	1,346,437
Commodities	182,042
Capital outlay	43,393
Total expenditures	2,609,838
Receipts over (under) expenditures	(156,657)
Unencumbered cash (deficit), beginning of year	(1,211,616)
Unencumbered cash (deficit), end of year	$ (1,368,273)

See Independent Auditor's Report.

CITY OF DODGE CITY, KANSAS

AGENCY FUNDS

SCHEDULE OF RECEIPTS AND DISBURSEMENTS
REGULATORY BASIS

For the Year Ended December 31, 2025

Fund	Beginning cash balance	Receipts	Disbursements	Ending cash balance
Community improvement district fund	$ 415,744	$ 461,227	$ 438,501	$ 438,470
Special obligation debt service 2011	1,135	41,266	42,401	-
Special obligation debt service 2013	812	115,633	114,985	1,460
Special obligation debt service 2014	823	95,491	95,188	1,126
Star bond debt service 2015	1,065,980	2,371,960	2,389,337	1,048,603
Special obligation debt service 2017	694	226,394	225,212	1,876
Special obligation debt service 2018	1,248,754	1,378,965	1,382,406	1,245,313
	$ 2,733,942	$ 4,690,936	$ 4,688,030	$ 2,736,848

See Independent Auditor's Report.

APPENDICES

Kennedy
McKee & Company LLP Certified Public Accountants

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

PATRICK M. FRIESS, CPA
JOHN W. HENDRICKSON, CPA
JEREMY J. APPEL, CPA

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

The Honorable Mayor
and City Commissioners
Dodge City, Kansas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statement of the City of Dodge City, Kansas, as of and for the year ended December 31, 2025, and the related notes to the financial statement and have issued our report thereon dated September 29, 2026. Our report on the financial statement disclosed that, as described in Note A to the financial statement, the City has prepared this financial statement on the basis of the financial reporting provisions of the *Kansas Municipal Audit and Accounting Guide*, which is a basis of accounting other than accounting principles generally accepted in the United States of America.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statement, we considered the City of Dodge City, Kansas' internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statement, but not for the purpose of expressing an opinion on the effectiveness of the City of Dodge City, Kansas' internal control. Accordingly, we do not express an opinion on the effectiveness of the City of Dodge City, Kansas' internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. We identified certain deficiencies in internal control, described in the accompanying schedule of findings and questioned costs as item 2025-001 and 2025-002 that we consider to be significant deficiencies.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City of Dodge City, Kansas' financial statement is free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statement. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

City of Dodge City, Kansas' Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the City of Dodge City, Kansas' response to the findings identified in our audit and described in the accompanying schedule of findings and questioned costs. The City of Dodge City, Kansas' response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Kennedy McKee & Company LLP

September 29, 2026

Kennedy
McKee & Company LLP Certified Public Accountants

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

PATRICK M. FRIESS, CPA
JOHN W. HENDRICKSON, CPA
JEREMY J. APPEL, CPA

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

The Honorable Mayor
and City Commissioners
Dodge City, Kansas

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the City of Dodge City, Kansas' compliance with the types of compliance requirements identified as subject to audit in the *OMB Compliance Supplement* that could have a direct and material effect on each of the City of Dodge City, Kansas' major federal programs for the year ended December 31, 2025. The City of Dodge City, Kansas' major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City of Dodge City, Kansas complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2025.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City of Dodge City, Kansas and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City of Dodge City, Kansas' compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the City of Dodge City, Kansas' federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City of Dodge City, Kansas' compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City of Dodge City, Kansas' compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- exercise professional judgment and maintain professional skepticism throughout the audit.
- identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City of Dodge City, Kansas' compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- obtain an understanding of the City of Dodge City, Kansas' internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City of Dodge City, Kansas' internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Kennedy McKee & Company LLP

September 29, 2026

CITY OF DODGE CITY, KANSAS

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

For the Year Ended December 31, 2025

Federal grantor/ pass-through grantor/ program title	Assistance listing number	Pass-through/ grantor's number	Expenditures
U.S. Department of Commerce			
Passed through Kansas Department of Commerce:			
Community Development Block Grants	14.218	N/A	$ 68,836
U.S. Department of Transportation			
Federal Aviation Administration			
Reconstruct Runway 2-20 - Design	20.106	3-20-0017-037-2023	2,927,471
Terminal Renovations	20.106	3-20-0017-040-2023	2,896,001
Terminal Renovations	20.106	3-20-0017-040-2023	232,781
Passed through Kansas Department of Transportation:			
Formula Grants for other than Urbanized Areas			
Formula Grants for Rural Areas 2024-2023	20.509	N/A	165,644
Formula Grants for Rural Areas 2025-2026	20.509	N/A	202,176
State and Community Highway Safety	20.600	N/A	4,956
National Priority Safety Program	20.616	N/A	10,621
Total U.S. Department of Transportation			6,439,650
U.S. Department of Justice			
Passed through Kansas Attorney General:			
Crime Victims Compensation Board	16.576	N/A	500
Total federal awards			$ 6,508,986

The accompanying Notes to the Schedule of Expenditures of Federal Awards are an integral part of this statement.

CITY OF DODGE CITY, KANSAS

NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

December 31, 2025

A. BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (Schedule) includes the federal award activity of the City of Dodge City, Kansas under programs of the federal government for the year ended December 31, 2025. The information in this Schedule is presented in accordance with the requirement of Title 2 *U.S. Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operation of the City of Dodge City, Kansas, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the City of Dodge City, Kansas. The Schedule is presented using a regulatory basis of accounting prescribed by the *Kansas Municipal Audit and Accounting Guide* (as described in Note A to the financial statement), which is the same basis of accounting as the financial statement accompanying this schedule.

B. BASIS OF ACCOUNTING

Expenditures reported on the Schedule are reported using the regulatory basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Expenditures include disbursements, accounts payable, and encumbrances, with disbursements being adjusted for prior year's accounts payable and encumbrances.

C. INDIRECT COST RATE

The City of Dodge City, Kansas has not elected to use the 15% de minimis cost rate as allowed under the Uniform Guidance.

D. AWARDS TO SUBRECIPIENTS

There were no awards passed through to subrecipients.

CITY OF DODGE CITY, KANSAS

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

Year ended December 31, 2025

A. SUMMARY OF AUDITOR'S RESULTS

1. The auditor's report expresses an adverse opinion on whether the financial statement of the City of Dodge City, Kansas was prepared in accordance with GAAP.

2. Two significant deficiencies relating to the audit of the financial statement are reported in the Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*. No material weaknesses reported.

3. No instances of noncompliance material to the financial statements of the City of Dodge City, Kansas, which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.

4. No significant deficiencies relating to the audit of the major federal award programs is reported in the Independent Auditor's Report on Compliance for Each Major Program and on Internal Control over Compliance Required by the Uniform Guidance.

5. The auditor's report on compliance for the major federal award programs for the City of Dodge City, Kansas expresses an unmodified opinion on all major programs.

6. Audit findings required to be reported in accordance with 2 CFR section 200.516(a) are reported in this schedule.

7. The program tested as a major program included:

   Airport Improvement Program CFDA 20.106

8. The threshold for distinguishing Type A and Type B programs was $1,000,000.

9. The City of Dodge City did not qualify as a low-risk auditee.

B. FINDINGS - FINANCIAL STATEMENT AUDIT

SIGNIFICANT DEFICIENCY
2025-001 INTERNAL FUND CHARGES

Condition: The City's vehicle maintenance and building maintenance funds have had negative unencumbered cash balances the past three years. Ideally, internal service funds are intended to operate as close as possible to "break even" – neither undercharging nor overcharging the internal customer receiving services. The City converted accounting software in the prior year resulting in delayed internal service charge reports being submitted to the City Finance Department.

Criteria: Internal controls should be in place that provide reasonable assurance that internal service charge reports are submitted to the City Finance Department in a timely manner.

Cause: Internal service charge reports were not accurate nor submitted to the City Finance Department in a timely manner.

Effect: The lack of accurate and timely internal service charge reports results in underreported cash receipts in the maintenance funds and underreported expenses in the funds receiving services.

Recommendation: The City should implement deadlines for reporting internal service charge reports to the City Finance Department. The reporting deadline will result in timely recording of internal service charges to the funds receiving internal services.

Views of Responsible Officials and Planned Corrective Actions: City Personnel agree with the finding and will implement the recommendation.

SIGNIFICANT DEFICIENCY
2025-002 BANK RECONCILIATIONS

Condition: Bank reconciliations were not performed accurately, completely, or in a timely manner during the year. We noted several large deposits received via automated clearinghouse that were not recorded in the City's accounting system.

Criteria: Bank reconciliations must be accurately and timely completed to properly report cash receipts and disbursements.

Cause: Unreconciled differences between the book and bank balances were not investigated and adjusted to report accurate cash balances.

Effect: We noted three deposits received from the State of Kansas totaling $989,583 that were not recorded in the accounting system.

Recommendation: We recommend that bank accounts be reconciled and all differences between book and bank balances be investigated on a timely basis so errors and adjustments can be quickly identified and corrected. We also recommend the reconciliations be reviewed by a supervisor to verify the reconciliation is accurate and complete.

B. FINDINGS - FINANCIAL STATEMENT AUDIT (CONTINUED)

SIGNIFICANT DEFICIENCY
2025-002 BANK RECONCILIATIONS

Views of Responsible Officials and Planned Corrective Actions: City Personnel agree with the finding and will implement the recommendation.

C. FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT

NONE NOTED

CITY OF Dodge City

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS

Year Ended December 31, 2025

FINDINGS AND QUESTIONED COSTS – Financial Statement Audit

Significant Deficiency
2024-001 Internal Service Funds

Condition: The City's vehicle maintenance and building maintenance funds have had negative unencumbered cash balances the past two years. Ideally, internal service funds are intended to operate as close as possible to "break even" – neither undercharging nor overcharging the internal customer receiving services. The City converted accounting software in the prior year resulting in delayed internal service charge reports being submitted to the City Finance Department.

Recommendation: The City should implement deadlines for reporting internal service charge reports to the City Finance Department. The reporting deadline will result in timely recording of internal service charges to the funds receiving internal services.

Current Status: The condition is still present. A similar finding was noted in the 2025 audit as finding 2025-001.

Sincerely yours,

Nicole May

Nicole May
Finance Director
100 Chaffin Rd.
Dodge City, KS 67801

[THIS PAGE INTENTIONALLY LEFT BLANK]

APPENDIX G

BOND REVENUE STUDY

[THIS PAGE INTENTIONALLY LEFT BLANK]

CITY OF DODGE CITY, KANSAS
SERIES 2026 STAR BOND REVENUE STUDY

PREPARED FOR:
City of Dodge City

DISTRICT LOCATION:
Dodge City, Kansas

November 10, 2026

PGAV PLANNERS
ST. LOUIS, MISSOURI

TABLE OF CONTENTS

SECTION I – OVERVIEW AND SUMMARY OF FINDINGS 3
District Overview 3
Establishment of the District 3
Development Summary 4
Methodology 9
SECTION II – SITE & DEMOGRAPHIC ANALYSIS 10
Heritage Area Location 10
Demographic Trade Area Overview 10
Population and Household Trends 12
Employment 16
Income 18
SECTION III – TRADE AREA ANALYSIS 20
District Context 20
Overview of Visitation Trade Areas 20
Western Kansas Motorsports Museum 21
Comparable Regional Museums 21
Local Retail Market Analysis 28
Local Hotel Market Analysis 30
SECTION IV – REVENUE PROJECTIONS 32
Revenue Sources Overview 32
STAR Bond Considerations 32
Tax Rate Assumptions 33
Original Heritage Area - Existing Sales 35
Original Heritage Area - Estimated New Sales 36
Expanded Heritage Area - Existing Sales 37
Estimated New Sales in Expanded Heritage Area 37
Projected Total Revenue for Bonds 38
SECTION V – CONDITIONS AND ASSUMPTIONS 42

SECTION I – OVERVIEW

District Overview

The Dodge City STAR District (the "**District**") is located in Dodge City, Kansas (the "**City**"). Figure 1 shows a regional overview of the location of the District. The District was established in 2012 and amended three times since its inception. Since 2018 the District has included three non-contiguous geographies totaling approximately 566 acres, as shown in Figure 2. One of the geographies comprises roughly 166 acres in the historic downtown portion of the City (the "**Original Heritage Area**"). The Original Heritage Area, as shown on Figure 3, encompasses much of the development along the main commercial thoroughfares of Front Street and Wyatt Earp Boulevard.

As of April of 2026, the Original Heritage Area includes a mix of attractions including the renovated Boot Hill Museum, the Long Beach Lagoon water park, the Dodge City KOA campground, and a restaurant within the renovated Guymon Petro building. This restaurant space is currently operated by The Cowboy Capital Saloon and Grill. Additional existing uses include a 93-room Holiday Inn Express and Suites hotel (the "**Existing Hotel**"), renovated offices of the Dodge City Convention and Visitors Bureau, improvements to the Lewis Ford automotive dealership, and miscellaneous infrastructure and signage updates. The City also anticipates the construction of the new Western Kansas Motorsports Museum (the "**Motorsports Museum**") within the Original Heritage Area.

In June 2026, an approximately 1.5 block, five-acre expansion (the "**Expanded Heritage Area**") was added to the Original Heritage Area. See Figure 3 for boundary map showing the Expanded Heritage Area and the Original Heritage Area (referred to together herein as the "**Heritage Area**"). Within the Expanded Heritage Area, the City anticipates the construction of a 55-room boutique hotel in the First National Bank building (the "**Hotel**").

The City retained PGAV Planners, LLC ("**PGAV**") to develop an independent analysis of the potential market demand and estimated incremental sales, use, and transient guest taxes projected to be generated from taxable sales within the Heritage Area and pledged to the repayment of debt service bonds or other financial obligations (the "**Study**").

Establishment of the District

The Kansas Statutes Annotated ("**KSA**") 12-17, 160 *et seq*. Sales Tax and Revenue ("**STAR**") Bond Act was established in 1999 (the "**STAR Bond Act**") and was separated from the Tax Increment Financing ("**TIF**") Act in 2007. As an economic development incentive, the STAR Bond Act provides municipalities within the State of Kansas (the "**State**") the opportunity to issue bonds to finance the development of major commercial entertainment and tourism areas ("**STAR Bonds**") and utilize sales, use, and transient guest tax revenues generated within a Sales Tax and Revenue District ("**STAR District**") to pay debt service on the STAR Bonds.

In addition to the Heritage Area—the source of repayment of the Bonds (defined herein)—the District includes the Entertainment Area which consists of roughly 360 acres of undeveloped land near the Boot Hill Casino and Resort in the western portion of the City (the "**Entertainment Area**"). The District also includes the Power Center Area which includes a strip retail center anchored by a Sutherlands home improvement store near Soule Street and North 14th Avenue (the "**Power Center Area**").

The City intends to issue a new series of Heritage Area bonds supported by existing sales tax revenues in the Heritage Area generated by the existing businesses in the Original Heritage area plus the Motorsports Museum within the Original Heritage Area and the Hotel within the Expanded Heritage Area (the "**Bonds**"). The Entertainment Area and Power Center Area revenues are not pledged to the Bonds.

Development Summary

A summary of components within the Heritage Area which are anticipated to be revenue generating is included in Table 1. Additional complementary elements of the Heritage Area will include projection mapping—projected historical displays on the sides of the Boot Hill Museum and Hotel buildings that change regularly—as well as the Wyatt Earp Gateway, Trail of Fame Medallions, and façade, balcony, parking lot, and streetscape improvements throughout the Heritage Area.

Remainder of Page Intentionally Left Blank

Table 1 – Summary of Heritage Area

Source: City, 2026.

Project Component	Year of Completion (Anticipated or Actual)	Square Feet/Units	Unit of Value
Original Heritage Area			
Existing			
Existing Businesses (Various)			
Boot Hill Museum (Renovated)	2018	24,000	SF
Long Branch Lagoon Waterpark	2016	3.6	Acres
Holiday Inn Express	2017	93	Rooms
Dodge City KOA Campground	2017	96	Campsites
Proposed			
Western Kansas Motorsports Museum	2028	12,000	SF
Expanded Heritage Area			
Existing			
Existing Businesses (Various)			
Proposed			
Boutique Hotel	2028	55	Rooms

Remainder of Page Intentionally Left Blank

Figure 1 – Regional Overview and District Location

Source: US Census, ESRI, 2026.

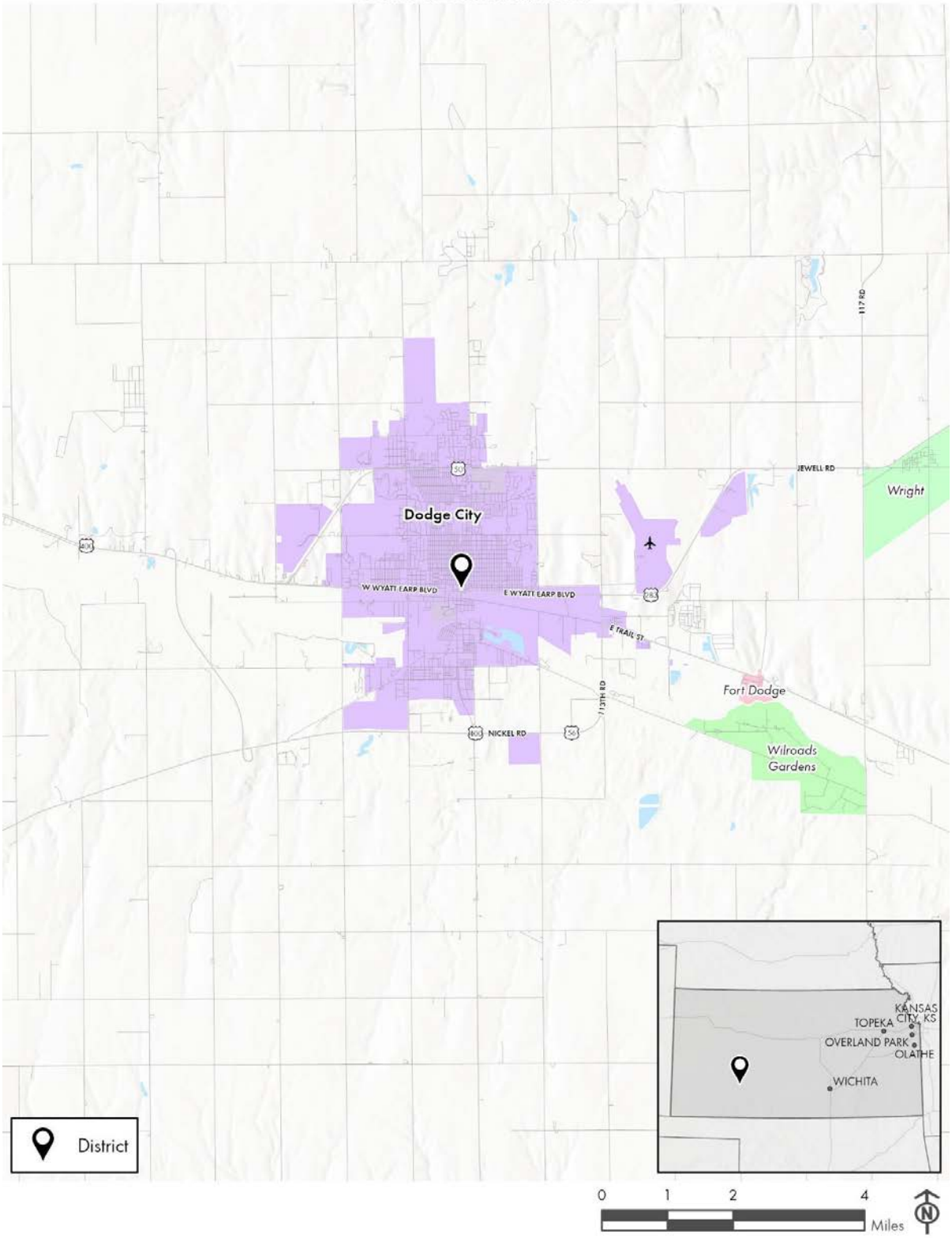
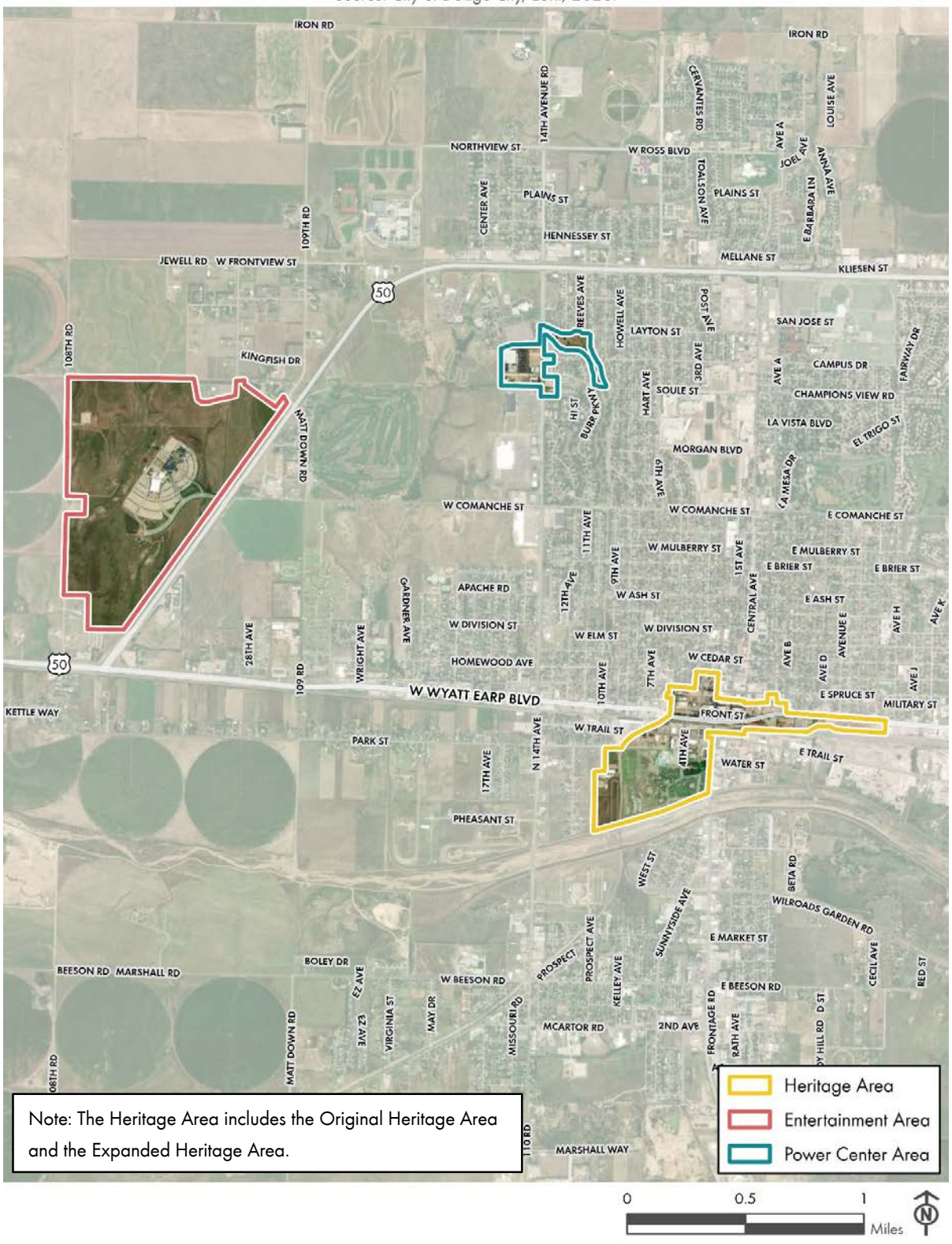


Figure 2 – District Boundary Map

Source: City of Dodge City, ESRI, 2026.



Note: The Heritage Area includes the Original Heritage Area and the Expanded Heritage Area.

Figure 3 – Heritage Area Boundary Map

Source: City of Dodge City, ESRI, 2026.



Methodology

Taxable Sales Estimation

To determine a reasonable estimate of taxable sales for proposed uses, taxable retail sales per square foot of retail store area were calculated using publicly available data for different types of retailers, such as 10-K annual reports, other annual reports published by companies, franchise disclosure documents, and sales figures reported in reputable news outlets. In addition to these sources, taxable sales estimates and long-term projections were informed by historical collections provided by the Kansas Department of Revenue ("**KDOR**") and the City from existing businesses within the Heritage Area. Museum sales estimates were informed by visitation data.

Visitation Estimates

Foot traffic data from Azira, a vendor of anonymized cell phone data, was used to estimate total visits and visitor origin for existing businesses in the Heritage Area. Visitation estimates were also calculated using publicly available data and annual reports. For components currently under construction or proposed, expected foot traffic was estimated based on the performance of comparable facilities similar to the Heritage Area component in one or more aspects—including facility characteristics, programming, and target demographics—and adjusted to reflect the specific Heritage Area component's characteristics.

Remainder of Page Intentionally Left Blank

SECTION II – SITE & DEMOGRAPHIC ANALYSIS

Heritage Area Location

The Heritage Area of the District is centered around the downtown portion of the City, which is anchored by the historic Front Street district. This historic district includes the reconstructed Old West streetscape that serves as a primary commercial and tourist destination. Wyatt Earp Boulevard is the main east-west route in the Heritage Area and bisects the City, while Second Avenue and Central Avenue serve as the primary north–south corridors that connect downtown to surrounding residential neighborhoods and commercial areas. Surrounding development consists of a mix of historic brick commercial buildings, small professional offices, local restaurants, and retail shops. Development south of Wyatt Earp Boulevard is more industrial in character, including a large rail terminal surrounded by multiple distribution centers and light manufacturing facilities. Residential neighborhoods are generally concentrated to the north and northeast. These consist almost entirely of single-family homes, including a mix of early twentieth century construction and mid-century ranch styles. The City is fairly compact, with the entire community accessible within an approximately 10-minute drive.

The regional surroundings of the District are rural and relatively isolated. The nearest large cities are Wichita, Kansas (165 miles east) and Oklahoma City, Oklahoma (250 miles southeast). A small number of communities of similar size to the City are relatively closer. Garden City, Kansas has a population of just over 27,000 and is 55 miles west. Great Bend, Kansas has a population of 15,000 and is 85 miles east. Much of the surrounding area is agricultural and includes numerous small rural communities of less than 1,000 residents. The District is located in Ford County (the "**County**").

Demographic Trade Area Overview

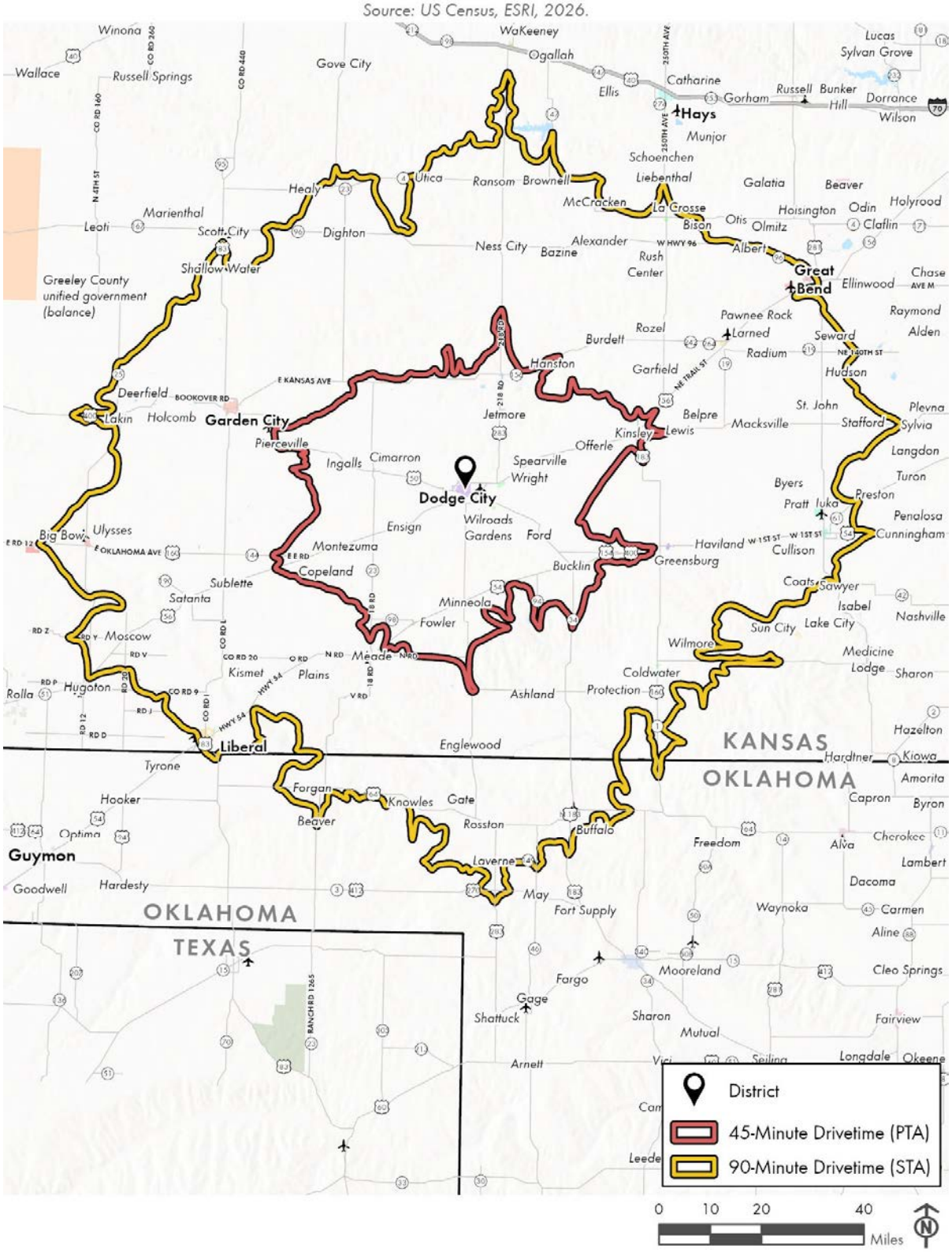
For the purposes of demographic analysis, two trade areas were defined using drive-time data. These trade areas are uniquely large due to the rural environment surrounding the City. Figure 4 shows a map of the PTA and STA.

The Primary Trade Area ("**PTA**") is defined as the area within a 45-minute drive of the Heritage Area. The PTA encompasses the entirety of the County. The PTA stretches to Pierceville, Copeland, Greensburg, and Kinsley—all cities within the State. The Secondary Trade Area ("**STA**") is defined as the area within a 90-minute drive of the Heritage Area. The STA encompasses a large portion of southwest Kansas and extends into northwest Oklahoma. The STA stretches to Great Bend, Pratt, and Liberal in the State as well as Laverne, Oklahoma. The STA also stretches nearly to Interstate 70 in the north.

In addition to the PTA and STA, other geographic areas were analyzed for the purposes of demographic analysis. These other geographies include the City, the County, and the State. The City is located within the Dodge City, Kansas Micropolitan Statistical Area ("**MSA**"). The MSA boundary is coterminous with the County.

Figure 4 – Demographic Analysis PTA and STA

Source: US Census, ESRI, 2026.



Population and Household Trends

In 2025, the PTA had an estimated population of 44,300 residents, while the STA has approximately 167,800 residents, as shown in Table 2. Population trends in the PTA and STA have been relatively flat. Since 2010, the PTA has experienced an annual population decline of -0.1%, while the STA declined at a slightly faster rate of -0.3%. By comparison, the City and County remained relatively stable over the same period, while the State grew modestly at 0.3% annually.

Population decline is expected to continue through 2030. The PTA is projected to decrease by approximately -0.2% annually, while the STA is expected to decline by -0.5% per year, resulting in a loss of approximately 500 and 4,500 residents, respectively. The City and County are also expected to experience slight population declines, while the State is projected to continue growing, though more slowly at a pace of 0.1% annually.

Population density across the PTA and STA is very low, reflecting the rural nature of the region. The PTA averages approximately 20 residents per square mile, while the STA averages just 10 residents per square mile. The City is relatively dense at approximately 1,850 residents per square mile, though this figure is low compared to more urban areas.

Household sizes in the trade areas are relatively large, averaging 2.78 persons per household in the PTA and 2.64 in the STA. These figures are higher than the State average of 2.45 and are more consistent with the City (2.94) and the County (2.89), suggesting a high share of family households.

Remainder of Page Intentionally Left Blank

Table 2 – Population Trends in the PTA, STA, City, County, and State

Source: U.S. Census, ESRI, 2026.

	Primary Trade Area 45-Minute Drive Shed	Secondary Trade Area 90-Minute Drive Shed	Dodge City	Ford County	Kansas
Population Totals					
2010 Total Population	45,200	175,100	27,400	33,800	2,853,100
2020 Total Population	44,900	169,900	27,800	34,300	2,937,900
2025 Total Population	44,300	167,800	27,300	34,000	2,967,300
2030 Total Population (Est.)	43,800	163,300	27,100	33,800	2,979,200
Population Change					
Annual Pop. Change 2010 - 2025	-0.1%	-0.3%	0.0%	0.0%	0.3%
Annual Pop. Change (Est.) 2025 - 2030	-0.2%	-0.5%	-0.1%	-0.1%	0.1%
Population Density					
Area (Square Miles)	2,692	14,537	15	1,099	82,300
2010 Residents per Square Mile	20	10	1,860	30	30
2020 Residents per Square Mile	20	10	1,880	30	40
2025 Residents per Square Mile	20	10	1,850	30	40
Household Size					
2025 Average Household Size	2.78	2.64	2.94	2.89	2.45
Housing Units Needed					
Additional Residents by 2030 (Est.)	-500	-4,500	-200	-200	11,900
Housing Units Needed (Est.)	-180	-1,700	-70	-70	4,860

Figure 5 shows population density within the PTA and STA in 2025, and Figure 6 provides an overview of population change between 2010 and 2025. The densest areas are located near and among the larger towns, including the City, Liberal, Garden City, and Hays. Generally, the City has a similar population density to other cities in the trade areas. The most rural parts of the trade areas have seen the most population decline while there has been some growth close to areas of greater population density.

Remainder of Page Intentionally Left Blank

Figure 5 – Population Distribution in the Primary and Secondary Trade Areas

Source: US Census, ESRI, 2026.

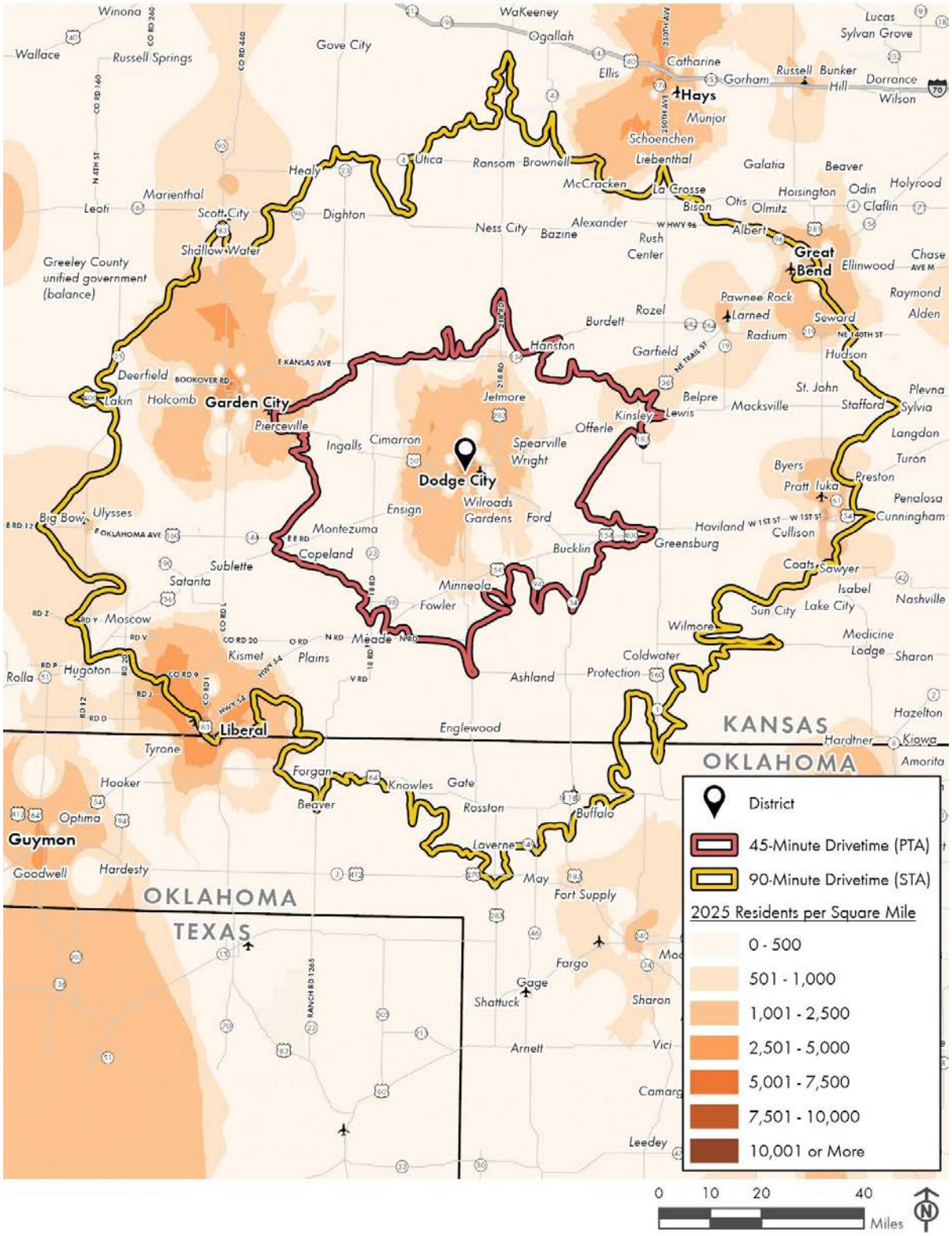
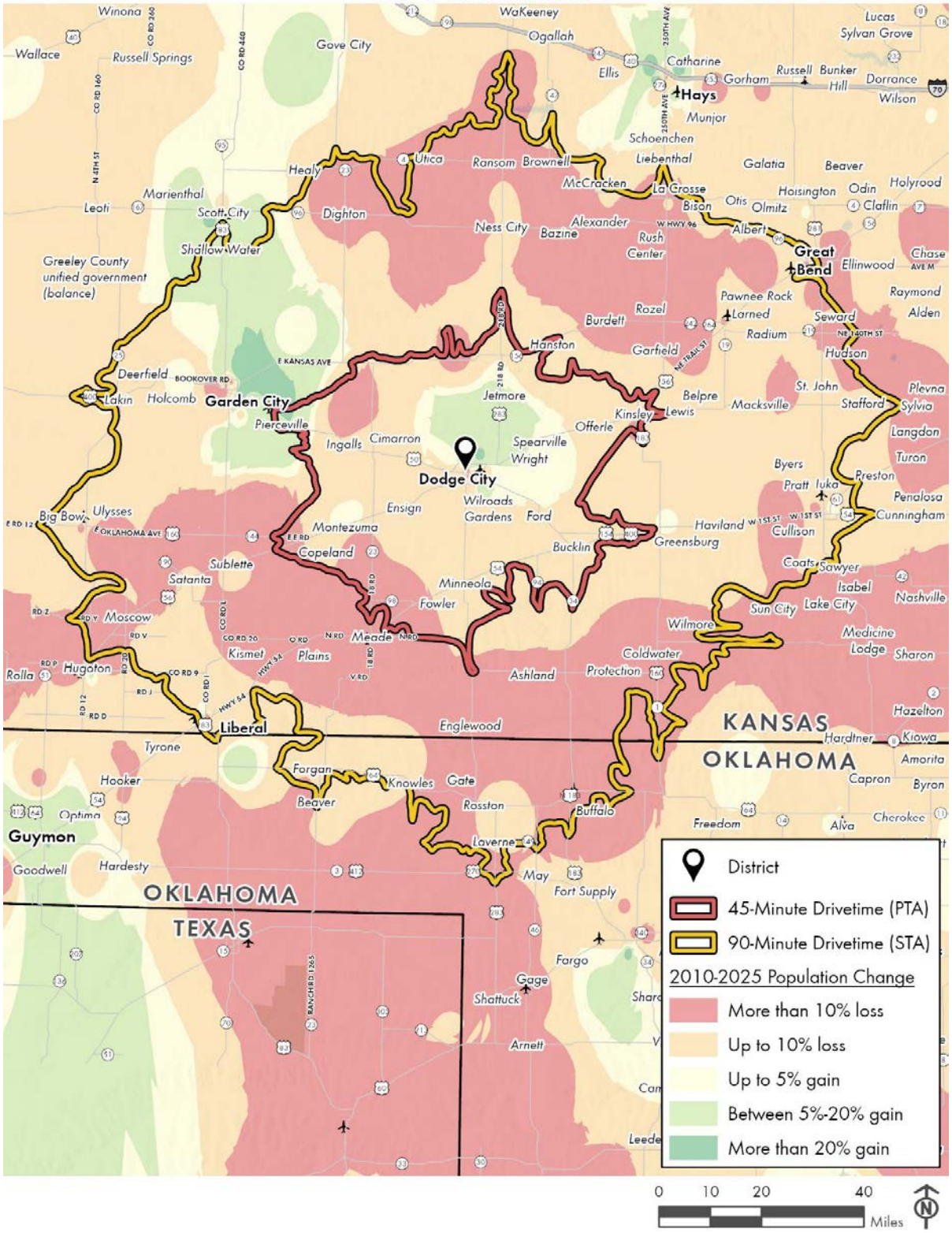


Figure 6 - Population Change

Source: US Census, ESRI, 2026.



Employment

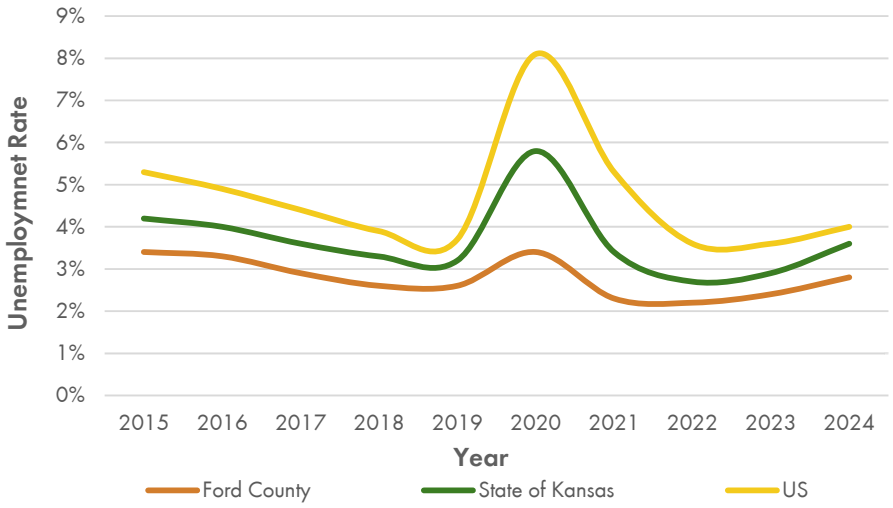
Over the past decade, unemployment in the County has generally tracked below both State and national averages. From 2015 through 2019, unemployment in the County declined from 3.4% to 2.6%. This reflects relatively stable economic conditions and a tight labor market leading up to the COVID-19 pandemic.

In 2020, unemployment in the County rose to 3.4% as a result of the pandemic. However, this increase was notably less severe than at the State (5.8%) and national (8.1%) levels. This is likely due to the local economy being somewhat insulated from broader economic disruptions, particularly given the high concentration of food processing firms in town.

Unemployment began improving in 2021 following the pandemic, and has since increased modestly, rising to 2.8% in 2024. This represents only a slight uptick, and the rate remains below the State (3.6%) and the U.S. (4.0%). The County has maintained a consistently low unemployment level. While this points to a stable local economy, it may also indicate limited labor availability. Unemployment rate trends are summarized in Chart 1.

Chart 1 – Local, State, and National Unemployment Rate Comparison

Source: Bureau of Labor Statistics, 2026.

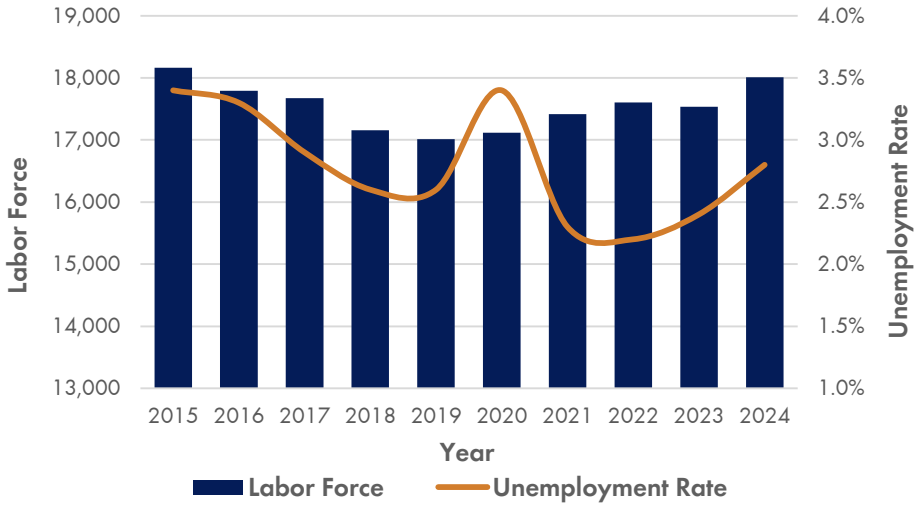


The largest private employers in the County include National Beef (3,000 employees), Cargill Meat Solutions (2,000 employees), Walmart (320 employees), St. Catherine's Hospital (190 employees), and Boot Hill Casino & Resort (250 employees), each of which is located in the City. There are very few areas with significant employment concentrations. The few areas with employment concentrations are small and are not particularly dense. These areas are found within the City, Garden City, Great Bend, Ulysses, Liberal, and Pratt—all cities in the State.

As shown in Chart 2, the County has been adding jobs and employees over the past decade, signaling economic growth. In 2024, just over 18,000 people worked in the County. While unemployment has been increasing slightly since 2022, it remains very low (2.8%).

Chart 2 – Ford County Labor Force & Unemployment Rate Trends

Source: Bureau of Labor Statistics, 2026.



Remainder of Page Intentionally Left Blank

Income

The median household incomes in 2025 in the PTA, City, and County are nearly identical. In the PTA, this figure is approximately $69,100, which is slightly lower than the median household income for the City (approximately $69,300) and the County (approximately $70,000). The STA has the lowest median household income at approximately $66,600. The State has a median household income that exceeds each of the other analyzed geographies at nearly $73,000. Approximately 31% of households in the PTA, City, and County earn more than $100,000 annually, compared to 35.4% in the State. Income growth is anticipated to continue at between 2.0% and 2.5% annually through 2030 in all geographies, slightly lower than inflation. Household income trends are shown in Table 3.

Table 3 – Household Income Trends

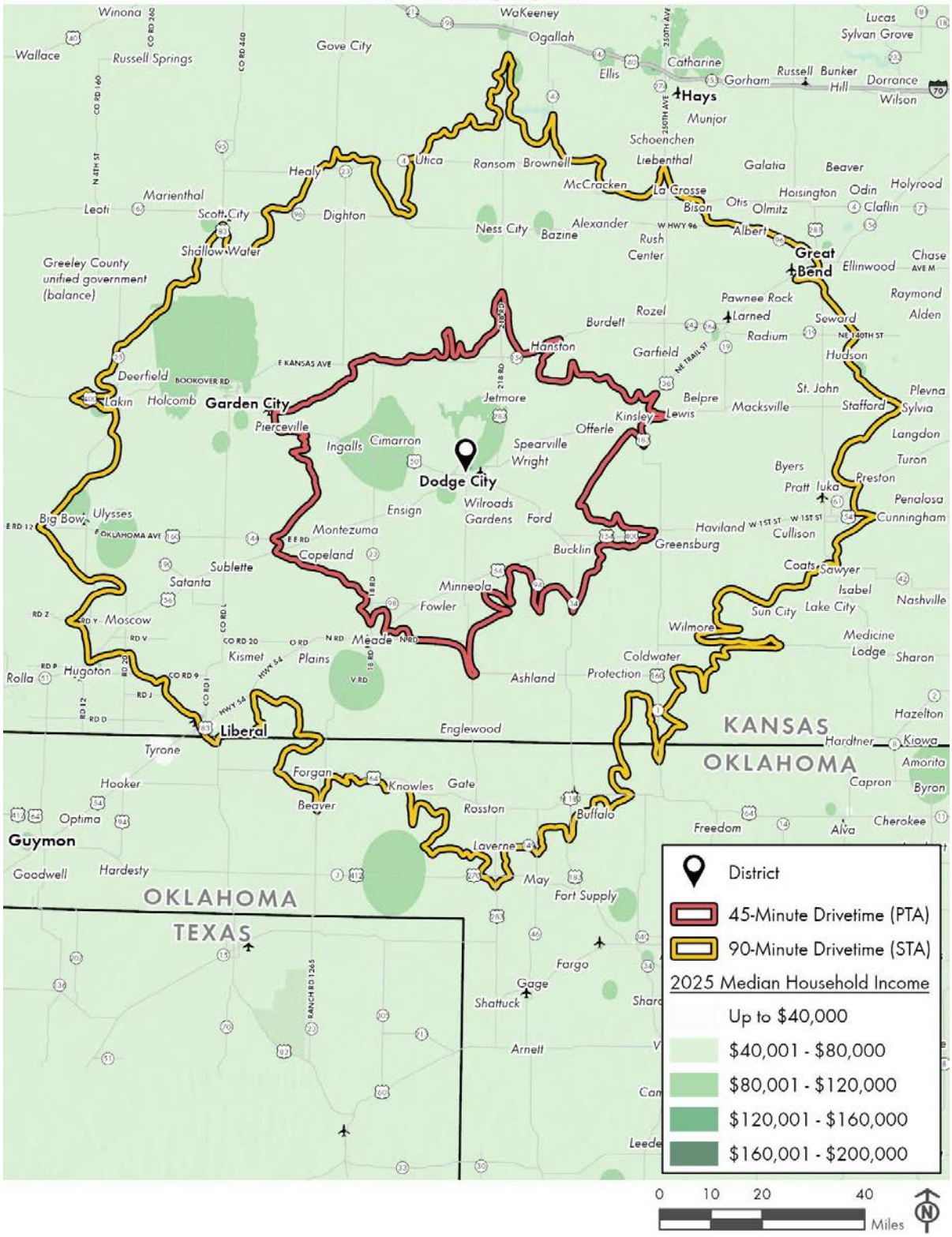
Source: U.S. Census, ESRI, 2026.

	Primary Trade Area 45-Minute Drive Shed	Secondary Trade Area 90-Minute Drive Shed	Dodge City	Ford County	Kansas
2025 Households by Income Range					
Less than $25,000	12.3%	13.9%	13.2%	12.9%	13.7%
$25,000 to $49,999	23.6%	21.9%	23.9%	23.5%	20.0%
$50,000 to $74,999	17.5%	20.2%	16.0%	16.3%	17.5%
$75,000 to $99,999	15.1%	14.4%	16.2%	15.7%	13.4%
$100,000 to $149,999	19.0%	18.1%	17.3%	19.1%	17.8%
$150,000 or more	12.4%	11.7%	13.5%	12.5%	17.6%
Per Capita Income Trends					
2025 Per Capita Income	$ 30,610	$ 31,390	$ 28,440	$ 28,990	$ 39,480
2030 Per Capita Income (Est.)	$ 33,420	$ 34,090	$ 31,250	$ 31,800	$ 43,390
Annual Increase (Est.) 2025 - 2030	1.8%	1.7%	1.9%	1.9%	1.9%
Household Income Trends					
2025 Median Household Income	$ 69,120	$ 66,620	$ 69,320	$ 70,090	$ 72,980
2030 Median Household Income (Est.)	$ 77,280	$ 73,470	$ 78,300	$ 78,440	$ 80,490
Annual Increase (Est.) 2025 - 2030	2.3%	2.0%	2.5%	2.3%	2.0%

Figure 7 shows the median household income throughout the PTA and STA. The vast majority of households in the trade areas fall into the $40,001–$80,000 and $80,001–$120,000 ranges. Households in the latter range can largely be found on the outskirts of the City, as well as in Cimarron, Garden City, Ulysses, and Meade to the west and southwest of the City. Smaller pockets can be found around Ness City and Bazine to the north.

Figure 7 – Median Household Income in the Primary and Secondary Trade Areas

Source: US Census, ESRI, 2026.



SECTION III – TRADE AREA ANALYSIS

District Context

The new development in the Heritage Area is intended to further enhance the City's appeal as a tourist destination. The addition of the Hotel will expand the limited number of hospitality options available in the immediate area, while the Motorsports Museum will diversify attractions in the downtown area of the City and leverage the success of previous STAR improvements including the renovated Boot Hill Museum, water park, and campground.

Overview of Visitation Trade Areas

The STAR Bond Act requires that visitor destinations demonstrate the potential to pull in visitors from distances greater than 100 miles (at least 30% of visitors) and visitors from other states (more than 20% of visitors). Therefore, the trade area for visitor attractions is much larger than that for retail establishments. For these visitor attractions, which are intended to support visitors as well as the local population, the conventional PTA and STA were used to analyze local retail trends, with the understanding that these businesses will also receive additional support from out-of-town visitors.

Remainder of Page Intentionally Left Blank

Western Kansas Motorsports Museum

The proposed Motorsports Museum will be a complementary addition to existing tourism destinations in the City. In order to provide context for visitation and annual revenue assumptions, PGAV assessed visitation trends for five other regional museum destinations, with a particular emphasis on motorsports-centric locations.

Comparable Regional Museums

Table 4 shows a summary of the analyzed comparable regional museums. Figure 8 shows the location of these comparable regional museums.

Table 4 – Summary of Visitation of Comparable Regional Museums

Source: PGAV, 2026.

Venue	Est. Annual Visitors	Admission	Main Attractions
Comparable Museum Properties			
Boot Hill Museum Dodge City, KS	85,000	$20 (Adults) $14 (Children)	Recreated 1870s Front Street highlighting Dodge City's Old West history; Historic exhibits and artifacts; Seasonal reenactments, staged gunfights, saloon performances
The Garage Automotive Museum Salina, KS	23,700	$16 (Adults) $12 (Children)	Classic and custom car gallery; Driving and pit stop simulators; Themed car shows
National Sprint Car Hall of Fame and Museum Knoxville, IA	7,500 to 15,000	$10 (Adults)	Restored classiic sprint cars and modified sprint cars; Racing memorabilia; Viewing areas of the Knoxville Raceway; Facility rentals
High Banks Hall of Fame National Midget Auto Racing Museum Belleville, KS	4,000	Free	Museum exhibits focusing on the history of the High Banks track; Trophies and memorabilia from notable drivers, cars, and races
Big Well Museum Greensburg, KS	40,000	$8 (Adults) $6 (Children)	Access to the world's largest hand dug water well; Interpretive museum of the well's construction and historical impact, the rebuilding of Greenburg following a 2007 tornado, and regional pioneer life.

Boot Hill Museum (Dodge City, Kansas)

The Boot Hill Museum is located within the Heritage Area and was renovated and expanded following the original establishment of the District in 2015. It is one of the primary tourist attractions in the City and is located on the site of the original Boot Hill Cemetery. It is centered on the City's Old West history and includes a recreated 1870s "Front Street" with saloon, jail, church, blacksmith shop, and interactive exhibits telling the story of the City's frontier past. The museum displays more than 20,000 artifacts, including a historic firearms collection and memorabilia, and hosts seasonal reenactments such as staged gunfights and saloon performances. The Kansas Cowboy Hall of Fame is also located within the complex.

The Boot Hill Museum operates as a not-for-profit with an educational mission to preserve and interpret Old West heritage. It is open year-round, typically daily, with extended summer hours and special programming in warmer months. Adult admission is $20 with children's admission of $14. Discounted family, senior, and veteran rates are also available.

The museum is one of the primary tourist attractions in the City and hosts approximately 85,000 annual visitors[1]. Visits occur relatively evenly throughout the week, with about 30% occurring on weekends and 70% on weekdays. Key areas for visitation origination include the County and the surrounding counties as well as Wichita, Kansas City, and Oklahoma City. Smaller clusters are concentrated around Denver, Omaha, and Dallas.

Remainder of Page Intentionally Left Blank

[1] https://www.visitdodgecity.org/382/Impact-Statements

The Garage Automotive Museum (Salina, Kansas)

The Garage Automotive Museum is an automotive museum and interactive experience that caters especially to families. Its exhibits include a large gallery of classic, custom and vintage automobiles, interactive elements such as driving and pit stop simulators, and themed shows highlighting specific types of vehicles. The attraction also hosts car-themed events and educational opportunities focusing on automotive culture and design, rotating exhibits, and on-site food and drink. The Garage Automotive Museum is open year-round Thursdays through Sundays. Adult general admission is $16 and children's admission is $12. Additional senior and military discounts are available.

Visitation is heavily weekend-oriented, with more than half (56%) of visits to the venue occurring between Thursday and Saturday. The large majority of visits are local. While most originate within Salina, smaller clusters are located in Wichita and Topeka as well as smaller communities along the Interstate 70 and Interstate 135 corridors. Relatively little visitation originates from outside the State.

A 2025 report to the Salina City Commission by Salina Arts and Humanities indicated total attendance of 17,800 visitors between January and September of that year (1,977 visitors per month)[2]. This would indicate estimated annual attendance of roughly 23,700 for the entire calendar year.

Remainder of Page Intentionally Left Blank

[2] https://www.salinaarts.com/wp-content/uploads/2025/10/2025-State-of-the-ArtsFINAL.pdf?

National Sprint Car Hall of Fame and Museum (Knoxville, Iowa)

The National Sprint Car Hall of Fame and Museum is a small facility operated by a 501(c)(3) focused on preserving sprint car heritage—a subset of racing featuring open wheel cars on short dirt or paved tracks. It is located adjacent to the Knoxville Raceway track, and exhibits feature restored modified and classic sprint cars alongside trophies, driver helmets, photographs, plaques, and memorabilia tracing the sport's evolution. The facility also includes an event space, race and rotating exhibits. Its mission focuses on the preservation and education of sprint car heritage. Admission is $10 for adults with discounted rates for students and seniors. The museum is open year-round with limited hours in fall and winter.

Visitation patterns skew heavily towards the weekend, with a large proportion of visits occurring after seven o'clock in the evening (51%), suggesting that the majority of visits coincide with races at the adjacent Knoxville Raceway. Approximately a quarter (24%) of visitors are under the age of 18, while a relatively large proportion are 65 or older (19%). In contrast to several other comparable facilities, this indicates a smaller proportion of family visits. The Sprint Car Hall of Fame operates as a complementary venue to the adjacent racetrack, with almost all visitation originating within the State of Iowa and the large majority from Knoxville, Des Moines, and the surrounding suburbs.

While overall visitation numbers to the museum were not available, a 2025 economic impact report by the United Sates Motorsports Association estimated total annual visitation to the adjacent Knoxville Raceway of about 150,000[3]. Assuming a conservative number of these visitors also pay admission to the museum—5% to 10%--would suggest overall annual attendance between 7,500 and 15,000.

Remainder of Page Intentionally Left Blank

[3] https://www.unitedstatesmotorsports.com/post/usma-concludes-comprehensive-study-of-knoxville-raceway

High Banks Hall of Fame and National Midget Auto Racing Museum (Belleville, Kansas)

The High Banks Hall of Fame and National Midget Auto Racing Museum in Belleville honors the history of midget and sprint auto racing associated with the historic Belleville High Banks track. The half-mile dirt oval racetrack is located at the North Central Kansas Fairgrounds and is one of the oldest continuously used automotive racing venues in the United States. It features steep banking —giving it its name—and has hosted a wide variety of racing series, including International Motor Contest Association and National Championship Racing Association sprint cars as well as World of Outlaws and United States Auto Club Silver Crown events. Exhibits in the museum focus on notable cars, drivers, trophies, and artifacts from the region's racing heritage, set within the context of the annual Belleville racing events such as the Belleville Midget Nationals and 305 Sprint Nationals. The facility operates year-round with limited winter hours. Admission is free, though donations are encouraged.

The museum is not adjacent to the raceway itself—which is approximately a half-mile northeast—and overall visitation is somewhat irregular, with just over 30% of visits occurring between Friday and Sunday. Visitation generally peaks in the early to mid-afternoon, likely due to the volunteer nature of the facility's operation.

Most visits are local and originate from Belleville and the surrounding rural communities within approximately 20 miles. Smaller clusters of visitors are concentrated in Omaha and Lincoln, Nebraska, as well as Salina and Wichita, Kansas. According to a 2023 Form 990 filing by the non-profit that operates the museum, annual attendance totaled approximately 4,000 visitors[4].

Remainder of Page Intentionally Left Blank

[4] https://www.causeiq.com/organizations/view_990/742822042/b0bc7405817e51001dea349edefccc4c

Big Well Museum (Greensburg, Kansas)

Though not motorsports-focused, the Big Well Museum is a regional attraction located in Greensburg, Kansas, approximately 45 miles east of the City. It centers on the historic Big Well—the world's largest hand-dug water well, standing more than 100 feet deep and 30 feet wide—originally constructed in 1888 to supply water for railroads and later serving as the city's municipal well. It was converted to a tourist attraction in the 1930s, and today the well is housed and interpreted within a museum complex that allows visitors to descend into the well via spiral stairways while learning about its construction and role in local history. Exhibits include historical displays about the impact of the 2007 tornado on Greenburg, the rebuilding of the town, and regional pioneer life. The museum is open year-round. Adult admission is $8, while admission for seniors and children is $6.

The Big Well Museum is a well-established regional tourist attraction. Though approximately 20% of all weekly visitation occurs on Saturdays, there is significant foot traffic throughout the middle of the week. Visits originate almost entirely from within Kansas, with notable concentrations in greater Kiowa, Edwards, Ford, and Pratt counties, as well as Wichita, Kansas and its suburbs. A smaller portion of visits originate on the western side of the Kansas City Metropolitan Statistical Area.

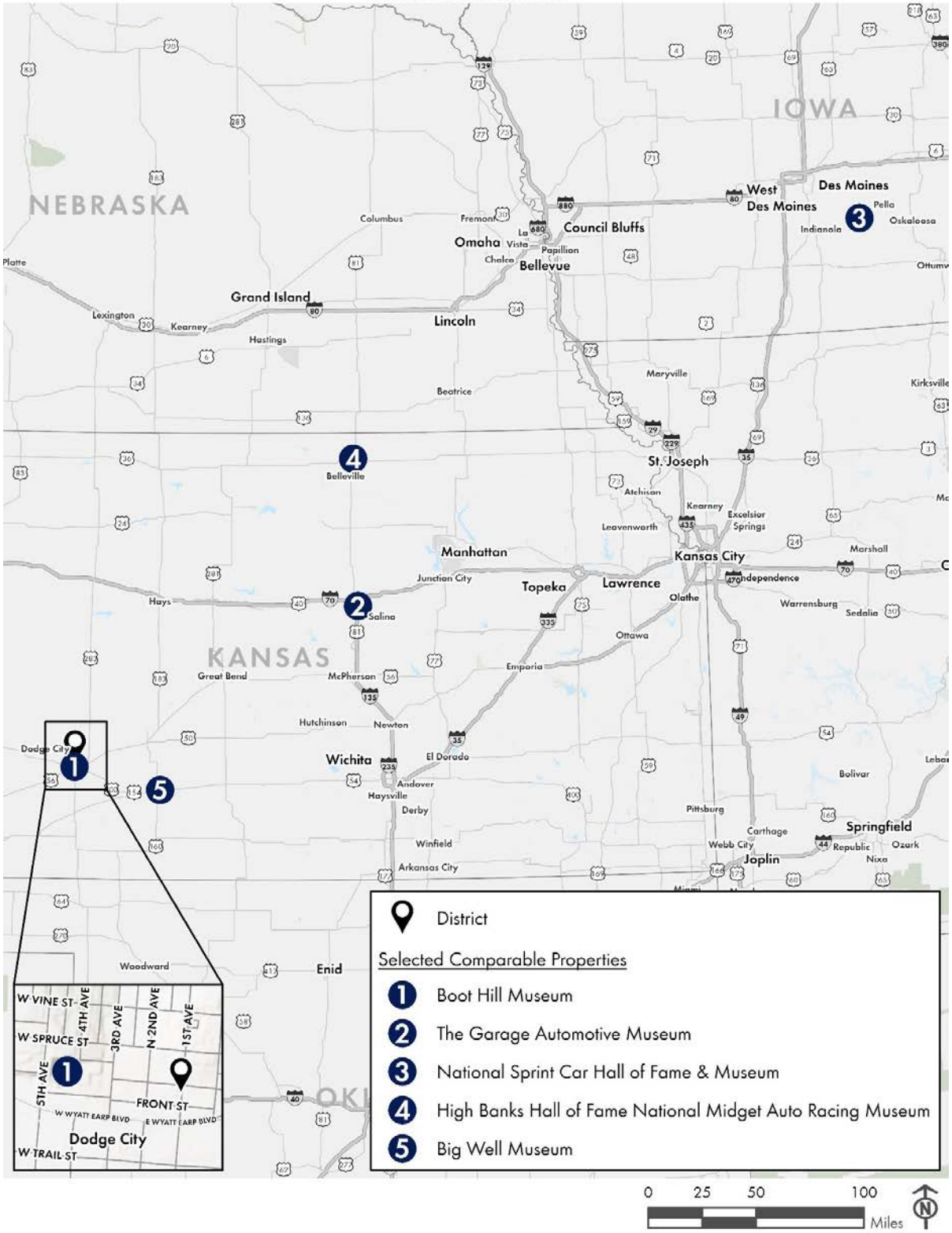
Recent annual attendance figures for the museum were not readily available. While a 2008 comprehensive plan for the City of Greensburg indicated annual attendance of about 40,000, this figure predates the 2007 tornado that caused significant damage to the community and resulted in the closure of the museum for a period lasting until 2012[5].

Remainder of Page Intentionally Left Blank

[5] https://www.greensburgks.org/sites/g/files/vyhlif8346/f/uploads/sustainable_comprehensive_plan.pdf

Figure 8 – Comparable Regional Museums

Source: PGAV, ESRI, 2026.



Local Retail Market Analysis

The City's retail market has been shaped by its role as a regional trade hub for the rural areas of the southwest portion of the State and as a tourist destination. Given the lack of competitive retail development in the immediate vicinity—Garden City, Kansas is the nearest community of comparable size, and it is located more than 50 miles west—the retail market was compared in context to the overall retail supply within the PTA and STA.

There are just over 2.1 million square feet of retail space within the PTA. Of this, approximately 1.89 million square feet (88%) are located within the City itself. The annual growth in square footage across the City, PTA, and STA ranged from 0.6% to 0.9%, though no new construction has occurred in any geography since 2024.

Occupancy rates remain very strong, ranging from 98.2% to 99.2%, indicating that retail space is essentially fully-occupied. The City includes a Walmart, a Sutherland's home improvement store, and several large-format grocery stores including Dillon's and Farmer's Country Market. These properties serve a very large geographic trade area that includes all of the County as well as large portions of neighboring Gray and Hodgeman counties.

Remaining retail is targeted almost entirely at tourists. Several small shops and restaurants are concentrated in the downtown area of the City, with modest retail rents in the City averaging $11.55 per square foot. This represents an annual increase of just over 1% since 2016. The overall lease rate is generally similar to the STA ($11.23 per square foot), though commercial lease rates have increased more dramatically in recent years after being well below the City average for most of the past decade.

Table 5 provides a summary of retail market indicators, including supply and demand trends, and an estimate of future demand.

Remainder of Page Intentionally Left Blank

Table 5 – Retail Market Indicators in the City, PTA, and STA

Source: CoStar, ESRI, PGAV, 2026.

	Dodge City	PTA 45-Minute Drive Shed	STA 90-Minute Drive Shed
Historic Square Footage ("SF")			
2015 Square Footage	1,779,600	1,973,800	7,567,200
2025 Square Footage	1,890,300	2,156,700	7,989,700
2026 YTD Square Footage	1,890,300	2,156,700	7,989,700
Avg. Annual Net New SF 2015 - 2025	11,100	18,300	42,300
Avg. Annual Growth Rate 2015 - 2025	0.6%	0.9%	0.5%
SF Under Construction			
2023	63,300	63,300	68,600
2024	-	-	700
2025	-	-	-
2026 YTD	-	-	-
Occupancy Rates			
2023	99.2%	99.3%	98.4%
2024	99.2%	99.3%	98.1%
2025	98.5%	98.7%	98.3%
2026 YTD	98.6%	99.2%	98.2%
Average Lease Rate per Square Foot			
2015	$10.01	$10.01	$6.01
2025	$11.19	$11.19	$10.37
2026 YTD	$11.55	$11.55	$11.23
Avg. Annual Change 2015 - 2025	1.1%	1.1%	5.6%
Projected Annual Demand & Growth Rate			
Proj. Annual Growth Rate 2026 - 2031	1.0%	1.0%	0.5%
2031 Total Square Footage (Est.)	1,986,700	2,266,700	8,191,400
Total Five-Year Demand	96,400	110,000	201,700
Annual Demand at Estimated Growth Rate	**19,280**	**22,000**	**40,340**

Notes:
(1) 2026 YTD data available through March 17, 2026.

Local Hotel Market Analysis

Similar to the retail market analysis, the large majority of the existing supply of hotel rooms within the PTA are located within the City. There are currently 1,231 rooms in the City, which comprise 97% of rooms in the PTA (1,263 rooms total) and 29% of rooms in the STA (4,274 rooms total).

Since 2016, the City has added less than 100 rooms overall, consisting entirely of rooms added by the construction of the Holiday Inn Express during the initial phase of the District. Occupancy rates across the geographies have fluctuated between 52% and 63% over the past three years, though occupancy within the City is consistently slightly higher than the PTA and STA. Year-to-date figures in 2026 are slightly lower—49% to 55%--though rates generally increase during the summer months when tourism in the region peaks. Average Daily Rate ("**ADR**") trends are also similar, with rooms within the City averaging $116 per night, which is a slight premium over rooms in the STA ($105 per night). Rates have increased steadily at just under 4% annually since 2016 in the City and PTA and 3.3% annually in the STA.

If built as planned, the Hotel will add an additional 55 upper-midscale hotel rooms, accounting for approximately three to four years of hotel room demand within the City and the PTA based on recent absorption trends. However, currently 35% of all rooms within this geography are more than 30 years old, have not been significantly renovated, and will likely not be competitive with a new hospitality product. Further, the Hotel rooms will be a unique addition to the market given their historic character, new construction, and close proximity to tourism destinations in and around the downtown area of the City.

Table 6 provides a summary of hotel market indicators, including supply and demand trends, and an estimate of future demand.

Remainder of Page Intentionally Left Blank

Table 6 – Hotel Market Indicators in the City, PTA, and STA

Source: CoStar, ESRI, PGAV, 2026.

	Dodge City	PTA 45-Minute Drive Shed	STA 90-Minute Drive Shed
Historic Hotel Room Count			
2016	1,135	1,183	3,996
2026 Year to Date ("YTD")	1,231	1,263	4,274
Historic Inventory Change			
Avg. Annual Net New Units 2010 - 2026 YTD	10	10	30
Avg. Annual % Change 2010 - 2026 YTD	0.8%	0.7%	0.7%
Occupancy Rates			
2023	59.5%	59.1%	54.1%
2024	63.0%	62.4%	54.4%
2025	59.8%	59.3%	52.2%
2026 YTD	55.3%	55.1%	49.4%
Average Daily Rate			
2016	$80	$79	$76
2026 YTD	$116	$116	$105
Avg. Annual % Change 2016 - 2026 YTD	3.9%	3.9%	3.3%
Projected Annual Demand & Growth Rate			
Proj. Annual % Change 2026 - 2031	1.0%	1.0%	1.0%
Est. Total Hotel Rooms 2031	1,300	1,300	4,500
Total Five-Year Demand	69	37	226
Annual Demand at Estimated Growth Rate	**14**	**7**	**45**

Remainder of Page Intentionally Left Blank

SECTION IV – REVENUE PROJECTIONS

Revenue Sources Overview

The Bonds are expected to be supported by incremental sales tax revenues generated from taxable sales within the Heritage Area. For the purposes of this Study, Original Heritage Area revenues pledged to the Bonds are estimated starting January 1, 2026. Original Heritage Area collections are anticipated to end April 30, 2035. For the purposes of this Study, the Expanded Heritage Area is anticipated to begin collections January 1, 2027 and end collections December 31, 2046.

Flow of Available Local Tax Funds

The Bond Trust Indenture (the "**Indenture**") between the City and Security Bank of Kansas City (the "**Trustee**") provides that City staff intends to annually include a budget request for appropriating "**Available Local Tax Funds**" in an amount sufficient to pay all the debt service requirements on the Bonds for the next succeeding Fiscal Year.

Subsequently, the Trustee shall credit to the applicable account of the debt service fund (the "**Fund**"), as and when received, certain amounts including the incremental tax revenues transferred under the development agreement and Available Local Tax Funds. These amounts will be used to make principal and interest payments on the Bonds.

STAR Bond Considerations

As an economic development incentive, the State adopted STAR Bond Act that affords bond financing for eligible development projects. The STAR Bond Act provides municipalities within the State with the opportunity to issue STAR Bonds and use sales tax revenue generated by the development to pay off the STAR Bonds. In order to be considered a major commercial entertainment and tourism area, a proposed project must be capable of being characterized as a statewide and regional destination. It must also include a high-quality innovative entertainment and tourism attraction, which contains unique features that will increase tourism, generate significant positive and diverse economic and fiscal impacts, and be capable of sustainable development over time.

Financing facilitated by STAR Bonds allows eligible projects to capture local portions of incremental sales taxes generated within the established district for use in reimbursing such project costs as land acquisition, infrastructure improvements, certain soft costs, and certain vertical construction costs. The State may also agree to contribute all, or a portion of, the State sales tax revenue generated within the District.

Tax Rate Assumptions

Certain State and local sales taxes are available for capture for the payment of debt service on any financial obligations issued to support the payment of certain eligible costs. These State and local sales taxes are shown in Table 7 and are used to estimate the amount of sales tax revenue that may be generated from taxable sales within the Heritage Area.

Over the period that the Bonds are anticipated to be outstanding, these sales tax rates are subject to change from what is shown in Table 7. Future actions of governmental legislative bodies (at the State, County, or municipal level) may change tax rates and/or eliminate certain taxes in the future and these changes may be material. Changes in tax rates in the future cannot be predicted with any certainty, so the tax rates in Table 7 are used throughout this Study.

Table 7 – State and Local Sales Tax Rates

Source: City, County, State 2026.

	Rate
Sales Tax Rates	
State Sales Tax (1)	6.5000000%
Eligible City Portion of County Sales Tax (50% of 0.5564094%) (2)	0.2782047%
Eligible City Sales Tax (2/3 of 1.5%) (3)	1.0000000%
Total Available for STAR Bond Repayment	**7.7782047%**
Hotel Guest Tax Rates	
City Transient Guest Tax	8.0000000%
State Administrative Fee (2% of Tax Rate)	-0.1600000%
Total Available for STAR Bond Repayment (4)	**7.8400000%**

Notes:

(1) KSA 12-17,169(a)(1)(F) provides that for any STAR bond project district established after July 1, 2021, with existing sales tax revenue at the time the district was established, only 90% of the incremental State sales tax is able to be pledged to the STAR Bonds. In this instance, the remaining 10% of incremental State sales tax will be kept by the State. The full State sales tax rate will count towards satisfying the base existing sales tax revenue. For the Original Heritage Area, the full State sales tax rate is anticipated to be pledged to the Bonds. For the Expanded Heritage Area, a total of 90% of the 6.5% sales tax rate (5.85%) is anticipated to be pledged to the Bonds.

(2) The percentage of Ford County sales tax remitted to the City (and other municipalities within the County) is recalculated annually based on municipal population and assessed property value. As of January 2026, the City's share was 55.64094% of the 1% Ford County sales tax. The City will pledge half of the City's share to the Bonds (0.2782047%). The remaining portion of the City's share of the County sales tax is pledged to other outstanding financial obligations.

(3) The City will pledge two-thirds of the 1.5% City sales tax rate to the Bonds (1%). The remaining portion of the City sales tax is pledged to other outstanding financial obligations.

(4) The City Transient Guest Tax rate (8%) is net of the State administrative fee (2% of Tax Rate).

Base Sales Taxes

The base State sales tax collections for the Original Heritage Area were confirmed by KDOR to be $1,073,016. The base local tax collections for the Original Heritage Area were confirmed by KDOR to be $138,977.

The base State sales tax collections for the Expanded Heritage Area were confirmed by KDOR to be $7,747. The base local tax collections for the Expanded Heritage Area were confirmed by KDOR to be $1,523.

Remainder of Page Intentionally Left Blank

Original Heritage Area - Existing Sales

Taxable sales estimates and long-term projections were informed by historical collections provided by KDOR from existing businesses within the Original Heritage Area. Historical State sales tax collections are summarized in Table 8.

Transient guest tax eligible sales generated by the existing hotel within the Original Heritage Area were estimated from a review of the hotel market. Estimated room night sales within the Original Heritage Area are summarized in Table 9.

Table 8 – Historic State Sales Tax Collections (Original Heritage Area)

	Base State Sales and Use Tax Collections (1)	Incremental State Sales and Use Tax Collections (1)	Total State Sales and Use Tax Collections	Imputed Sales
Historic State Sales and Use Tax Collections (Heritage Area)				
2026 (2)	$1,073,016	$1,111,084	$2,184,100	$33,601,546
2025	$1,073,016	$1,707,719	$2,780,735	$42,780,538
2024	$1,073,016	$1,652,533	$2,725,549	$41,931,524
2023	$1,073,016	$1,347,898	$2,420,915	$37,244,839
2022	$1,073,016	$1,238,910	$2,311,927	$35,568,101
2021	$1,073,016	$1,133,598	$2,206,614	$33,947,910

Notes:
(1) Sales and use tax collections provided by KDOR.
(2) Includes January 2026 to September 2026 collections.

Table 9 – Estimated Existing Room Night Sales (Original Heritage Area)

Room Nights		
Rooms		93
Average Stabilized Occupancy		70.00%
Annual Room Nights at Stablization		23,762
Room Night Sales		
Average Daily Rate Per Room Night (ADR)	$	128
Estimated 2025 Room Night Sales	**$**	**3,041,472**

Original Heritage Area - Estimated New Sales

The proposed Motorsports Museum will generate new taxable sales within the Original Heritage Area. Anticipated taxable sales to be generated by the Motorsports Museum are included in Table 10 and are informed by comparable regional attractions as summarized in Section III – Trade Area Analysis.

Table 10 – Estimated Taxable Sales – Motorsports Museum (Original Heritage Area)

Visitation		
Total Annual Visitation		35,000
Adult Visitation (70%)		24,500
Other Visitation (Children, Seniors, Veterans) (30%)		10,500
Admission Sales		
Adult Admission ($18)		441,000
Discounted Admission (Children, Seniors, Veterans) ($12)		126,000
Annual Estimated Stabilized Admission Sales	**$**	**567,000**
Food, Beverage, and Retail Sales		
Average Weighted Spend per Visitor	$	15
Annual Estimated Stabilized Non-Admission Sales	**$**	**525,000**
Annual Estimated Stabilized Sales	**$**	**1,092,000**

Remainder of Page Intentionally Left Blank

Expanded Heritage Area - Existing Sales

There are existing businesses in the Expanded Heritage Area generating a nominal amount of retail sales. Existing combined retail sales for calendar year 2025, as provided by the City, were utilized to project future collections and are summarized in Table 11.

Table 11 – Existing Taxable Sales (Expanded Heritage Area)

	Approximate Annual Sales (2025)
Expansion Area Taxable Sales	
Existing Businesses	$46,000

Estimated New Sales in Expanded Heritage Area

Upon completion, the Hotel within the Expanded Heritage Area will generate taxable sales in addition to the existing businesses. Anticipated Hotel operations were informed by the broader regional hospitality market. Given its location in the central portion of the City, proximity to tourist attractions, expectation of boutique flag, and newly renovated condition, PGAV anticipates the Hotel will achieve an ADR of $145 and occupancy of 70% at stabilization.

Table 12 – Estimated Stabilized Hotel Sales (Expanded Heritage Area)

Room Nights		
Rooms		55
Average Stabilized Occupancy		70.00%
Annual Room Nights at Stablization		14,053
Room Night Sales		
Average Daily Rate Per Room Night (ADR)	$	145
Annual Estimated Stabilized Room Night Sales	**$**	**2,037,613**

Remainder of Page Intentionally Left Blank

Projected Total Revenue for Bonds

Table 13 and Table 14 shows estimated taxable sales, STAR Bond eligible sales tax revenues, and transient guest tax revenues for businesses located within the Original Heritage Area and Expanded Heritage Area. Estimated incremental taxable sales are projected to grow at an annual rate of 2.0% after stabilization. Table 15 shows a summary of estimated revenues anticipated to be available to support repayment of the Bonds.

Remainder of Page Intentionally Left Blank

Table 13 – Estimated Taxable Sales, Sales Tax Revenues, and Transient Guest Tax Revenues (Table 1 of 2)

Calendar Year	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Original Heritage Area - Program Year	11	12	13	14	15	16	17	18	19	20
Expanded Heritage Area - Program Year	-	1	2	3	4	5	6	7	8	9
Estimated Taxable Sales (1, 2, 3, 4)										
Original Heritage Area - Existing	$ 43,636,149	$ 44,508,872	$ 45,399,049	$ 46,307,030	$ 47,233,171	$ 48,177,835	$ 49,141,391	$ 50,124,219	$ 51,126,703	$ 52,149,237
Original Heritage Area - Proposed (Motorsports Museum)	$ -	$ -	$ 637,000	$ 982,800	$ 1,092,000	$ 1,113,840	$ 1,136,117	$ 1,158,839	$ 1,182,016	$ 1,205,656
Expanded Heritage Area - Existing	$ 46,920	$ 47,858	$ 48,816	$ 49,792	$ 50,788	$ 51,803	$ 52,840	$ 53,896	$ 54,974	$ 56,074
Expanded Heritage Area - Proposed (Hotel)	$ -	$ -	$ 1,069,747	$ 1,833,851	$ 2,037,613	$ 2,078,365	$ 2,119,932	$ 2,162,331	$ 2,205,577	$ 2,249,689
Totals Sales within Heritage Area	**$ 43,683,069**	**$ 44,556,730**	**$ 47,154,612**	**$ 49,173,474**	**$ 50,413,571**	**$ 51,421,843**	**$ 52,450,280**	**$ 53,499,285**	**$ 54,569,271**	**$ 55,660,656**
Original Heritage Area Hotel Room Sales Subject to Transient Guest Tax	$ 3,102,301	$ 3,164,347	$ 3,227,634	$ 3,292,187	$ 3,358,031	$ 3,425,191	$ 3,493,695	$ 3,563,569	$ 3,634,841	$ 3,707,537
Expanded Heritage Area Hotel Room Sales Subject to Transient Guest Tax	$ -	$ -	$ 1,069,747	$ 1,833,851	$ 2,037,613	$ 2,078,365	$ 2,119,932	$ 2,162,331	$ 2,205,577	$ 2,249,689
Total Hotel Room Sales Subject To Transient Guest Tax	$ 3,102,301	$ 3,164,347	$ 4,297,381	$ 5,126,038	$ 5,395,643	$ 5,503,556	$ 5,613,627	$ 5,725,900	$ 5,840,418	$ 5,957,226
Original Heritage Area - Existing Sales Tax Revenues										
Sales Taxes / **Rates**	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
	11	12	13	14	15	16	17	18	19	20
State Sales Tax 6.5000000%	$ 2,836,350	$ 2,893,077	$ 2,950,938	$ 3,009,957	$ 3,070,156	$ 3,131,559	$ 3,194,190	$ 3,258,074	$ 3,323,236	$ 1,129,900
City Portion of County Sales Tax 0.2782047%	$ 121,398	$ 123,826	$ 126,302	$ 128,828	$ 131,405	$ 134,033	$ 136,714	$ 139,448	$ 142,237	$ 48,361
City Sales Tax 1.0000000%	$ 436,361	$ 445,089	$ 453,990	$ 463,070	$ 472,332	$ 481,778	$ 491,414	$ 501,242	$ 511,267	$ 173,831
Original Heritage Area - Existing Sales Tax Revenues	**$ 3,394,109**	**$ 3,461,991**	**$ 3,531,231**	**$ 3,601,856**	**$ 3,673,893**	**$ 3,747,371**	**$ 3,822,318**	**$ 3,898,764**	**$ 3,976,740**	**$ 1,352,091**
Original Heritage Area - Estimated New Sales Tax Revenues										
Sales Taxes / **Rates**	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
	11	12	13	14	15	16	17	18	19	20
State Sales Tax 6.5000000%	$ -	$ -	$ 41,405	$ 63,882	$ 70,980	$ 72,400	$ 73,848	$ 75,325	$ 76,831	$ 26,123
City Portion of County Sales Tax 0.2782047%	$ -	$ -	$ 1,772	$ 2,734	$ 3,038	$ 3,099	$ 3,161	$ 3,224	$ 3,288	$ 1,118
City Sales Tax 1.0000000%	$ -	$ -	$ 6,370	$ 9,828	$ 10,920	$ 11,138	$ 11,361	$ 11,588	$ 11,820	$ 4,019
Original Heritage Area - Estimated New Sales Tax Revenues	**$ -**	**$ -**	**$ 49,547**	**$ 76,444**	**$ 84,938**	**$ 86,637**	**$ 88,369**	**$ 90,137**	**$ 91,940**	**$ 31,259**
Expanded Heritage Area - Existing Sales Tax Revenue										
Sales Taxes / **Rates**	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
	-	1	2	3	4	5	6	7	8	9
State Sales Tax 5.8500000%	$ -	$ -	$ 2,856	$ 2,913	$ 2,971	$ 3,031	$ 3,091	$ 3,153	$ 3,216	$ 3,280
City Portion of County Sales Tax 0.2782047%	$ -	$ -	$ 136	$ 139	$ 141	$ 144	$ 147	$ 150	$ 153	$ 156
City Sales Tax 1.0000000%	$ -	$ -	$ 488	$ 498	$ 508	$ 518	$ 528	$ 539	$ 550	$ 561
Expanded Heritage Area - Existing Sales Tax Revenue	**$ -**	**$ -**	**$ 3,480**	**$ 3,549**	**$ 3,620**	**$ 3,693**	**$ 3,767**	**$ 3,842**	**$ 3,919**	**$ 3,997**
Expanded Heritage Area - Estimated New Sales Tax Revenues										
Sales Taxes / **Rates**	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
	-	1	2	3	4	5	6	7	8	9
State Sales Tax 5.8500000%	$ -	$ -	$ 62,580	$ 107,280	$ 119,200	$ 121,584	$ 124,016	$ 126,496	$ 129,026	$ 131,607
City Portion of County Sales Tax 0.2782047%	$ -	$ -	$ 2,976	$ 5,102	$ 5,669	$ 5,782	$ 5,898	$ 6,016	$ 6,136	$ 6,259
City Sales Tax 1.0000000%	$ -	$ -	$ 10,697	$ 18,339	$ 20,376	$ 20,784	$ 21,199	$ 21,623	$ 22,056	$ 22,497
Expanded Heritage Area - Estimated New Sales Tax Revenues	**$ -**	**$ -**	**$ 76,254**	**$ 130,721**	**$ 145,245**	**$ 148,150**	**$ 151,113**	**$ 154,135**	**$ 157,218**	**$ 160,362**
Estimated Additional Pledged Tax Revenues										
Original Heritage Area - Transient Guest Tax Revenue 7.8400000%	$ 243,220	$ 248,085	$ 253,047	$ 258,107	$ 263,270	$ 268,535	$ 273,906	$ 279,384	$ 284,972	$ 96,890
Expanded Heritage Area - Transient Guest Tax Revenue 7.8400000%	$ -	$ -	$ 83,868	$ 143,774	$ 159,749	$ 162,944	$ 166,203	$ 169,527	$ 172,917	$ 176,376
Total Estimated Transient Guest Tax Revenue	**$ 243,220**	**$ 248,085**	**$ 336,915**	**$ 401,881**	**$ 423,018**	**$ 431,479**	**$ 440,108**	**$ 448,911**	**$ 457,889**	**$ 273,266**

Notes:

(1) Original Heritage Area revenues pledged to the Bonds are estimated starting January 1, 2026. Original Heritage Area collections are anticipated to end April 30, 2035.

(2) Expanded Heritage Area anticipated to begin collections January 1, 2027 and end December 31, 2046. It is anticipated the projected existing sales tax revenue in 2027 will be applied to the base existing sales tax revenue for 2027 and will not be available for the Bonds. Therefore, the projected existing sales tax revenue in 2027 is zero, and the base existing sales tax revenue in 2027 is zero.

(3) The projected taxable sales growth rate after stabilization is 2.0% annually.

(4) The Motorsports Museum is anticipated to open in May 2028.

(5) The Hotel is anticipated to open in April 2028.

Table 14 - Estimated Taxable Sales, Sales Tax Revenues, and Transient Guest Tax Revenues (Table 2 of 2)

Calendar Year	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046
Original Heritage Area - Program Year	21	22	23	24	25	26	27	28	29	30	31
Expanded Heritage Area - Program Year	10	11	12	13	14	15	16	17	18	19	20
Estimated Taxable Sales (1, 2, 3, 4)											
Original Heritage Area - Existing	$ 53,192,222	$ 54,256,067	$ 55,341,188	$ 56,448,012	$ 57,576,972	$ 58,728,511	$ 59,903,082	$ 61,101,143	$ 62,323,166	$ 63,569,629	$ 64,841,022
Original Heritage Area - Proposed (Motorsports Museum)	$ 1,229,769	$ 1,254,365	$ 1,279,452	$ 1,305,041	$ 1,331,142	$ 1,357,765	$ 1,384,920	$ 1,412,618	$ 1,440,871	$ 1,469,688	$ 1,499,082
Expanded Heritage Area - Existing	$ 57,195	$ 58,339	$ 59,506	$ 60,696	$ 61,910	$ 63,148	$ 64,411	$ 65,699	$ 67,013	$ 68,354	$ 69,721
Expanded Heritage Area - Proposed (Hotel)	$ 2,294,683	$ 2,340,576	$ 2,387,388	$ 2,435,136	$ 2,483,838	$ 2,533,515	$ 2,584,185	$ 2,635,869	$ 2,688,586	$ 2,742,358	$ 2,797,205
Totals Sales within Heritage Area	**$ 56,773,869**	**$ 3,594,941**	**$ 3,666,840**	**$ 3,740,177**	**$ 3,814,980**	**$ 3,891,280**	**$ 3,969,105**	**$ 4,048,487**	**$ 4,129,457**	**$ 4,212,046**	**$ 4,296,287**
Original Heritage Area Hotel Room Sales Subject to Transient Guest Tax	$ 3,781,688	$ 3,857,322	$ 3,934,468	$ 4,013,158	$ 4,093,421	$ 4,175,289	$ 4,258,795	$ 4,343,971	$ 4,430,850	$ 4,519,467	$ 4,609,857
Expanded Heritage Area Hotel Room Sales Subject to Transient Guest Tax	$ 2,294,683	$ 2,340,576	$ 2,387,388	$ 2,435,136	$ 2,483,838	$ 2,533,515	$ 2,584,185	$ 2,635,869	$ 2,688,586	$ 2,742,358	$ 2,797,205
Total Hotel Room Sales Subject To Transient Guest Tax	$ 6,076,371	$ 6,197,898	$ 6,321,856	$ 6,448,293	$ 6,577,259	$ 6,708,804	$ 6,842,980	$ 6,979,840	$ 7,119,437	$ 7,261,826	$ 7,407,062

Original Heritage Area - Existing Sales Tax Revenues

Sales Taxes	Rates	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046
		21	22	23	24	25	26	27	28	29	30	31
State Sales Tax	6.5000000%	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
City Portion of County Sales Tax	0.2782047%	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
City Sales Tax	1.0000000%	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Original Heritage Area - Existing Sales Tax Revenues		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Original Heritage Area - Estimated New Sales Tax Revenues

Sales Taxes	Rates	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046
		21	22	23	24	25	26	27	28	29	30	31
State Sales Tax	6.5000000%	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
City Portion of County Sales Tax	0.2782047%	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
City Sales Tax	1.0000000%	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Original Heritage Area - Estimated New Sales Tax Revenues		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Expanded Heritage Area - Existing Sales Tax Revenue

Sales Taxes	Rates	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046
		10	11	12	13	14	15	16	17	18	19	20
State Sales Tax	5.8500000%	$ 3,346	$ 3,413	$ 3,481	$ 3,551	$ 3,622	$ 3,694	$ 3,768	$ 3,843	$ 3,920	$ 3,999	$ 4,079
City Portion of County Sales Tax	0.2782047%	$ 159	$ 162	$ 166	$ 169	$ 172	$ 176	$ 179	$ 183	$ 186	$ 190	$ 194
City Sales Tax	1.0000000%	$ 572	$ 583	$ 595	$ 607	$ 619	$ 631	$ 644	$ 657	$ 670	$ 684	$ 697
Expanded Heritage Area - Existing Sales Tax Revenue		**$ 4,077**	**$ 4,159**	**$ 4,242**	**$ 4,327**	**$ 4,413**	**$ 4,501**	**$ 4,591**	**$ 4,683**	**$ 4,777**	**$ 4,872**	**$ 4,970**

Expanded Heritage Area - Estimated New Sales Tax Revenues

Sales Taxes	Rates	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046
		10	11	12	13	14	15	16	17	18	19	20
State Sales Tax	5.8500000%	$ 134,239	$ 136,924	$ 139,662	$ 142,455	$ 145,305	$ 148,211	$ 151,175	$ 154,198	$ 157,282	$ 160,428	$ 163,637
City Portion of County Sales Tax	0.2782047%	$ 6,384	$ 6,512	$ 6,642	$ 6,775	$ 6,910	$ 7,048	$ 7,189	$ 7,333	$ 7,480	$ 7,629	$ 7,782
City Sales Tax	1.0000000%	$ 22,947	$ 23,406	$ 23,874	$ 24,351	$ 24,838	$ 25,335	$ 25,842	$ 26,359	$ 26,886	$ 27,424	$ 27,972
Expanded Heritage Area - Estimated New Sales Tax Revenues		**$ 163,570**	**$ 166,841**	**$ 170,178**	**$ 173,581**	**$ 177,053**	**$ 180,594**	**$ 184,206**	**$ 187,890**	**$ 191,648**	**$ 195,481**	**$ 199,391**

Estimated Additional Pledged Tax Revenues												
Original Heritage Area - Transient Guest Tax Revenue	7.8400000%	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Expanded Heritage Area - Transient Guest Tax Revenue	7.8400000%	$ 179,903	$ 183,501	$ 187,171	$ 190,915	$ 194,733	$ 198,628	$ 202,600	$ 206,652	$ 210,785	$ 215,001	$ 219,301
Total Estimated Transient Guest Tax Revenue		**$ 179,903**	**$ 183,501**	**$ 187,171**	**$ 190,915**	**$ 194,733**	**$ 198,628**	**$ 202,600**	**$ 206,652**	**$ 210,785**	**$ 215,001**	**$ 219,301**

Notes:

(1) Original Heritage Area revenues pledged to the Bonds are estimated starting January 1, 2026. Original Heritage Area collections are anticipated to end April 30, 2035.

(2) Expanded Heritage Area anticipated to begin collections January 1, 2027 and end December 31, 2046. It is anticipated the projected existing sales tax revenue in 2027 will be applied to the base existing sales tax revenue for 2027 and will not be available for the Bonds. Therefore, the projected existing sales tax revenue in 2027 is zero, and the base existing sales tax revenue in 2027 is zero.

(3) The projected taxable sales growth rate after stabilization is 2.0% annually.

(4) The Motorsports Museum is anticipated to open in May 2028.

(5) The Hotel is anticipated to open in April 2028.

Table 15 - Summary of Estimated Revenues Available for Debt Service

Year	Original Heritage Area - Program Year	Expanded Heritage Area - Program Year	Estimated Sales Tax Revenues				Estimated Transient Guest Tax Revenues		Original Heritage Area - Base State Tax Collections (Source: KDOR)	Original Heritage Area - Base Local Sales Tax Collections (Source: KDOR)	Expanded Heritage Area - Base State Tax Collections (Source: KDOR)	Expanded Heritage Area - Base Local Sales Tax Collections (Source: KDOR)	Total Estimated Incremental Tax Revenue (1, 2)
			Original Heritage Area - Existing Sales Tax Revenues	Original Heritage Area - Estimated New Sales Tax Revenues	Expanded Heritage Area - Existing Sales Tax Revenue	Expanded Heritage Area - Estimated New Sales Tax Revenues	Original Heritage Area - Existing Transient Guest Tax Revenue	Expanded Heritage Area - Estimated New Transient Guest Tax Revenue					
2026	11	-	$ 3,394,109	$ -	$ -	$ -	$ 243,220	$ -	$ (1,073,016)	$ (138,977)	$ -	$ -	**$ 2,425,336**
2027	12	1	$ 3,461,991	$ -	$ -	$ -	$ 248,085	$ -	$ (1,073,016)	$ (138,977)	$ -	$ -	**$ 2,498,082**
2028	13	2	$ 3,531,231	$ 49,547	$ 3,480	$ 76,254	$ 253,047	$ 83,868	$ (1,073,016)	$ (138,977)	$ (7,747)	$ (1,523)	**$ 2,776,163**
2029	14	3	$ 3,601,856	$ 76,444	$ 3,549	$ 130,721	$ 258,107	$ 143,774	$ (1,073,016)	$ (138,977)	$ (7,747)	$ (1,523)	**$ 2,993,188**
2030	15	4	$ 3,673,893	$ 84,938	$ 3,620	$ 145,245	$ 263,270	$ 159,749	$ (1,073,016)	$ (138,977)	$ (7,747)	$ (1,523)	**$ 3,109,451**
2031	16	5	$ 3,747,371	$ 86,637	$ 3,693	$ 148,150	$ 268,535	$ 162,944	$ (1,073,016)	$ (138,977)	$ (7,747)	$ (1,523)	**$ 3,196,065**
2032	17	6	$ 3,822,318	$ 88,369	$ 3,767	$ 151,113	$ 273,906	$ 166,203	$ (1,073,016)	$ (138,977)	$ (7,747)	$ (1,523)	**$ 3,284,412**
2033	18	7	$ 3,898,764	$ 90,137	$ 3,842	$ 154,135	$ 279,384	$ 169,527	$ (1,073,016)	$ (138,977)	$ (7,747)	$ (1,523)	**$ 3,374,525**
2034	19	8	$ 3,976,740	$ 91,940	$ 3,919	$ 157,218	$ 284,972	$ 172,917	$ (1,073,016)	$ (138,977)	$ (7,747)	$ (1,523)	**$ 3,466,441**
2035	20	9	$ 1,352,091	$ 31,259	$ 3,997	$ 160,362	$ 96,890	$ 176,376	$ (1,073,016)	$ (138,977)	$ (7,747)	$ (1,523)	**$ 599,713**
2036	21	10	$ -	$ -	$ 4,077	$ 163,570	$ -	$ 179,903	$ -	$ -	$ (7,747)	$ (1,523)	**$ 338,280**
2037	22	11	$ -	$ -	$ 4,159	$ 166,841	$ -	$ 183,501	$ -	$ -	$ (7,747)	$ (1,523)	**$ 345,231**
2038	23	12	$ -	$ -	$ 4,242	$ 170,178	$ -	$ 187,171	$ -	$ -	$ (7,747)	$ (1,523)	**$ 352,321**
2039	24	13	$ -	$ -	$ 4,327	$ 173,581	$ -	$ 190,915	$ -	$ -	$ (7,747)	$ (1,523)	**$ 359,553**
2040	25	14	$ -	$ -	$ 4,413	$ 177,053	$ -	$ 194,733	$ -	$ -	$ (7,747)	$ (1,523)	**$ 366,929**
2041	26	15	$ -	$ -	$ 4,501	$ 180,594	$ -	$ 198,628	$ -	$ -	$ (7,747)	$ (1,523)	**$ 374,453**
2042	27	16	$ -	$ -	$ 4,591	$ 184,206	$ -	$ 202,600	$ -	$ -	$ (7,747)	$ (1,523)	**$ 382,128**
2043	28	17	$ -	$ -	$ 4,683	$ 187,890	$ -	$ 206,652	$ -	$ -	$ (7,747)	$ (1,523)	**$ 389,955**
2044	29	18	$ -	$ -	$ 4,777	$ 191,648	$ -	$ 210,785	$ -	$ -	$ (7,747)	$ (1,523)	**$ 397,940**
2045	30	19	$ -	$ -	$ 4,872	$ 195,481	$ -	$ 215,001	$ -	$ -	$ (7,747)	$ (1,523)	**$ 406,084**
2046	31	20	$ -	$ -	$ 4,970	$ 199,391	$ -	$ 219,301	$ -	$ -	$ (7,747)	$ (1,523)	**$ 414,391**
TOTALS			**$ 34,460,364**	**$ 599,272**	**$ 79,478**	**$ 3,113,631**	**$ 2,469,415**	**$ 3,424,547**					**$ 31,850,640**

Notes:

(1) Original Heritage Area revenues pledged to the Bonds are estimated starting January 1, 2026. Original Heritage Area collections are anticipated to end April 30, 2035.

(2) Expanded Heritage Area anticipated to begin collections January 1, 2027 and end December 31, 2046. It is anticipated the projected existing sales tax revenue in 2027 will be applied to the base existing sales tax revenue for 2027 and will not be available for the Bonds. Therefore, the projected existing sales tax revenue in 2027 is zero, and the base existing sales tax revenue in 2027 is zero.

SECTION V – CONDITIONS AND ASSUMPTIONS

This Study is intended solely for the internal use of the City, the District, or the District's legal counsel, Underwriter, and bond counsel. Neither this Study nor its contents may be referred to or quoted, in whole or in part, for any purpose including, but not limited to, any official statement for a bond issue and consummation of a bond sale, any registration statement, prospectus, loan, or other agreement or document, without prior review and written approval by PGAV regarding any representations therein, with respect to PGAV's organization and work product. Included in any offering statement must be a document signed by a representative of PGAV which document constitutes PGAV's written consent to this Study's use in such offering statement.

The conditions and assumptions that apply to the development and revenue projections in this document are stated throughout. A negative change in the conditions that form the basis of the assumptions used in developing the projections contained in this Study could adversely affect the estimates of the revenues available to support the Bonds. In order to project future revenues that may be generated within the Heritage Area certain assumptions must be made with regard to actions by private businesses and landowners, national and local economic conditions, public support, and legislative changes. The contents of this document are forward-looking and involve certain assumptions and judgments regarding uncertainties in the future.

No professional standards or guidance relevant to the preparation of this Study exist, but PGAV has prepared this Study based on standards and methodology the firm has developed over the course of preparing dozens of similar analyses of historical trends and projections associated with various types of special taxing districts in support of bond financings throughout the country over the past 25 years.

PGAV's methodology for preparing this Study includes the review of economic and demographic data, both current and historic, in order to develop assumptions about future growth. In light of this information, PGAV develops reasonable and conservative assumptions about future growth and applies those assumptions to the projections of future revenue in this Study. The terms of PGAV's engagement for this Study do not provide for reporting on events subsequent to the date of this Study. Therefore, PGAV accepts no responsibility to either update or revise this Study subsequent to its issuance.

This Study and the projections contained herein are based on estimates, assumptions, and information provided by the City, the District, and various other sources considered to be reliable. PGAV neither verified nor audited the information that was provided by others. Information provided by others is assumed to be reliable, but PGAV assumes no responsibility for its accuracy or certainty. The analysis is based, in part, on assumptions and conditions provided by these various sources. PGAV believes that the assumptions used in this analysis constitute a reasonable basis for its preparation.

Although the projections formulated in this Study are based on currently available information, they are also based on assumptions about the future state of the national and regional economy and the local real estate markets, as well as assumptions about future actions by various parties, which cannot be

assured or guaranteed. The ability to achieve the results described herein is contingent upon the timing and probability of a number of complex conditions being met in the future and certain assumptions holding true. PGAV makes no assertions as to the degree of impact that changes in any of these conditions would have upon the development and revenue projections included herein.

These projections are not provided as predictions or assurances that a certain level of performance will be achieved or that certain events will occur. The actual results will vary from the projections described herein, and the variations may be material. Because the future is uncertain, there is risk associated with achieving the results projected. PGAV assumes no responsibility for any degree of risk involved. PGAV assumes no liability should market conditions change. Accordingly, PGAV does not express an opinion as to whether or not the Heritage Area will achieve the results projected herein if economic, environmental, legislative, or physical events or conditions occur that would significantly affect the projected revenue streams. Any event or action that alters an assumed event, assumption, or condition used to achieve the projections contained herein shall be considered a cause to void all financial projections contained in this Study. These assumptions include such conditions as listed below.

Development District

It is assumed that the Heritage Area will be developed as described and will be achieved by the City.

Sales Tax Rates

Sales tax rates are set by multiple independent taxing districts. Changes in rates in the future cannot be predicted with any certainty, so the sales tax rates as of January 2026 are used throughout this Study.

Failure to Pay

Any failure to pay the sales taxes owed on the taxable sales within the District will have a negative impact on the amount of sales tax revenues collected therein.

Continued Public Support

The success of the Heritage Area, successful ongoing administration of the statutory mechanisms generating revenues associated with the District, and the successful ongoing maintenance of the Fund holding the revenues pledged to the Bonds will require the commitment of the City, the County, and the State, without which many essential tasks of administering the Fund and allocating monies toward the retirement of the Bonds would be hindered or brought to a halt. Likewise, it is assumed that the Kansas legislature will not make any changes to the STAR Bond Act—or related statutes—or pass other legislation that will negatively affect the Heritage Area or District.

Court Action

The results of future court decisions, unknown at this time, could impact, either positively or negatively, the implementation of the Heritage Area as envisioned.

Competent Staff Support

The future success of the administration of the District will depend to a great degree on the presence of competent support of a number of entities to execute the administrative duties required by the cooperative agreement and adopted procedures on the part of the City, County, and State. These entities include, without limitation, City management, staff, and consultants as well as KDOR.

Natural Disasters

Future success of the Heritage Area could be affected by pandemics, fires, floods, storms, or other "Acts of God" which could interrupt, halt, or otherwise disturb development and operational activity as described herein. Additionally, these "Acts of God" could alter the value of physical improvements in the Heritage Area and have a negative impact on the revenue stream.

Economic and Market Stability

National, regional, and local economic stability will need to prevail over the timeline of development described herein and the life of the District as well as continue to support economic activity in the City, the District, and the Heritage Area. In addition, prolonged labor strikes, pandemics, or terrorist attacks at the national, regional, or local level could adversely affect the business environment or business productivity within the District.

CITY OF DODGE CITY, KANSAS • SALES TAX SPECIAL OBLIGATION REVENUE BONDS (HERITAGE PROJECT AREA), SERIES 2026



Mixed Sources
Product group from well managed forests, controlled sources and recycled wood or fiber.

Printed by: ImageMaster, LLC
www.imagemaster.com