

OSAWATOMIE CITY COUNCIL
AGENDA

July 27, 2023

6:30 p.m. | Memorial Hall | 411 11th Street

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Invocation
5. Consent Agenda
 - Consent Agenda items will be acted upon by one motion unless a Council member requests an item be removed for discussion and separate action.*
 - A. July 27, 2023 Agenda
 - B. July 8, 2023 Meeting Minutes
 - C. Pay Application(s)
 - D. Special Event Permit(s)
 - Stomp Out Suicide Fundraiser Walk
 - E. Register Report – 2023-06
6. Comments from the Public
 - Citizen participation will be limited to 5 minutes. Stand & be recognized by the Mayor.*
7. Public Hearing
8. Presentations, Proclamations, and Appointments
 - A. Eagle Scout Service Project Proposal – Caleb Sampson (Res. 1153)
9. Unfinished Business
 - A. Resolution 1154 Awarding 2023 Temporary Notes to Loop Capital Markets (Kimmel)
 - B. Q & A Session for 2024 Budget
10. New Business
 - A. Ordinance 3831 – Franchise Fees for Commercial Refuse Customers
 - B. Ordinance 3832 – Amending Section 4-105 and 4-202 of Chapter IV of the City Code
 - C. Resolution 1153 - Authorizing the Rehabilitation and Improvements to the Exterior and Landscaping of Memorial Hall as an Eagle Scout Service Project
 - D. Proposed Changes to Food Truck Policy (No Action)
 - E. Pending Main Street Closure (No Action)
 - F. Upcoming Special Use Permits (No Action)
11. Council Report
12. Mayor’s Report
13. City Manager & Staff Report
14. Adjourn

NEXT REGULAR MEETING – August 10, 2023

Osawatomie, Kansas. **July 13, 2023.** The Council Meeting was held at Memorial Hall located at 411 11th Street. Mayor Nick Hampson called the meeting to order at 6:30 p.m. Council members present were: Schasteen, Macek, Diehm, Dickinson, LaDuex, Bratton and Filipin. Council Member Caldwell was absent. City Staff present at the meeting were: City Manager Bret Glendening, City Clerk Tammy Seamands, City Attorney Jeff Deane, Utility Director Terry Upshaw, Public Works Director Michele Silsbee, Assistant to the City Manager Sam Moon and Building Official Keith Myers. Members of the public were: Derek Henness, Dennis Blanton, Brian McCauley, Shay Hanysak, Bradley Wetzal, Hyun Ju Gil, Mary Stephenson and Steve Pepoon.

INVOCATION. – Pastor Hyun Ju Gil, Osawatomie First United Methodist Church

CONSENT AGENDA. Approval of July 13, 2023 Agenda, June 22nd Council Meeting Minutes, Pay Application – BG Consultants – WWTP - \$6,322.00, Pay Application – BG Consultants – KDOT-TA Grant - \$42,840.00, Pay Application – BG Consultants – 2022/2023 Street Design - \$36,864.00, Pay Application – BG Consultants – Water Distribution Project - \$13,900.80, Pay Application – Killough Construction – Brown Ave - \$132,151.89, Special Event Permit – Bikes, BBQ, and John Brown, Register Report 2023-05. **Motion** made by LaDuex, seconded by Dickinson to approve the consent agenda with the addition of a Special Event Permit – Third Saturday. Yeas: All

COMMENTS FROM THE PUBLIC.

Mary Stephenson – In my career as a defense attorney, I was reviewing a video that was created by one of your officers while booking one of my clients. As I was watching the video, I was rather shocked to hear the officer tell my client that he should hire another attorney. Why would this officer defame/slander me when he is acting as an employee with the city?

Dennis Blanton – The street light at East Mill and Retan blew down last December. It has been seven months and its dark there at the intersection. Can we get one put back up? There are utility services like Brightspot and AT&T in the alley. There are several of those lines that have tree limbs in them. Can the city ask the providers to trim some of those limbs?

PUBLIC HEARINGS. – None.

PRESENTATIONS, PROCLAMATIONS AND APPOINTMENTS.

APPOINTMENT OF VOTING DELEGATES TO ANNUAL LKM CONFERENCE - The League of Kansas Municipalities will hold their annual business meeting and policy session of city voting delegates on Monday, October 9, 2023. The governing body of each member city may elect city delegates from among the city’s officers to represent the city in the conduct and management of the affairs of the League of Kansas Municipalities. Based on the population, we need to elect two voting delegates and two alternate voting delegates. **Motion** made by LaDuex, seconded by Dickinson to appoint Bret Glendening and Kevin Schasteen as the voting delegates and Cathy Caldwell and Sam Moon as the alternate voting delegates. Yeas: All.

UNFINISHED BUSINESS. – none.

NEW BUSINESS.

RESOLUTION 1148 – PLACING A QUESTION TO RENEW THE QUARTER CENT SALES TAX FOR PUBLIC SAFETY ON THE NOVEMBER 2023 BALLOT - In May of 2018, the Governing Body at the time authorized a question to be placed on the primary election ballot later that fall for the voters to decide on a .25% sales tax dedicated for public safety equipment. The revenues from this sales tax have been used to purchase the quint for the fire department as well as municipal court software in Incode for the police department. The special purpose sales tax was authorized by the voters as requested, for a period of 8 years. Legally, these special purpose sales taxes may be authorized for up to 10 years.

The court software was paid off last year. The fire truck will be paid off on October 1, 2026. The original .25% sales tax is scheduled to sunset on 12/31/2026. This resolution puts the question on the November 7, 2023 ballot and asks the voters to approve an extension of the sales tax for public safety equipment through 12/31/2036. This “new” special purpose, public safety sales tax will begin on 1/1/2027. **Motion** made by Dickinson, seconded by LaDuex to approve Resolution 1148 – Authorizing the county election official to place a one-quarter of one percent (.25%) city retailers’ sales tax question on the November 7, 2023 general election ballot as presented. Yeas: All.

ORDINANCE 3830 – ANNEXATION OF CITY OWNED PROPERTY (PFALTZGRAFF LAND) – In May of this year, the city council authorized the purchase of a piece of property that is situated (mostly) adjacent to the original Adair homestead, upon which sat the Adair Cabin prior to its move to John Brown Memorial Park, and that currently has the Ghost Cabin on it. The property was paid for with 75% of the purchase price coming from non-city funds.

Now that the city is the owner of this piece of property, we need to annex it into the city and adjoin it to the existing city property that is currently within city limits. State law provides cities seven methods by which it can adjust its boundaries unilaterally. They are found in K.S.A. 12-520. 12-520(a)(2) is the statutory authority we will utilize. It does not require a resolution of intent, a public hearing, or an extension of services plan as the others do. The only other condition that must be met in order to utilize this authority is the property must join existing city limits. Prior to the changes made by the legislature in 2015, so long as the property in question was owned by the city, that city could annex it, regardless of whether it was contiguous or not to existing city limits. **Motion** made by Dickinson, seconded by Diehm to approve Ordinance 3830 – Annexing that part of Section 09, Township 18, Range 22, Beginning 1,000 feet east and 40 feet north of the Southwest corner of said Section, thence North 192.78 feet, thence Northerly 387.4 feet, thence Northeast 278.6 feet, thence South 513.6 feet, thence West 131.1 feet, thence South 37.2 feet, thence West 100.4 feet, thence South 193 feet, thence West 89.1 feet, to the Point of Beginning, in Osawatomie, Miami County, Kansasland to the City of Osawatomie as presented. Yeas: All.

RESOLUTION 1149 – ADDITION OF DECORATIVE STREET LIGHTS TO 6TH STREET PROJECT– The City is currently in the design phase of 6th Street. Once construction starts staff will need to remove existing street lights. With 6th Street. being a main artery into town staff

intends on replacing existing poles and lights with new decorative poles and lights. City staff received four quotes from the request, the bids were from,

1. Anixter Decorative poles and Fixture \$92,602.80, other material \$31,978.89
2. Graybar Decorative poles and Fixture \$109,639.44, other material \$30,146.82
3. Border States Decorative poles and Fixture \$115,391.52, other material \$28,929.82
4. City Electric Supply - Other material \$29,421.55

Motion made by LaDuex, seconded by Filipin to approve Resolution 1149 – Authorizing the purchase of decorative street light poles from Anixter for \$92,602.80 and wire and equipment from Border States for \$28,929.82 for 6th Street. Yeas: All.

RESOLUTION 1150 – AUTHORIZING CHANGE ORDER #2 TO KILLOUGH CONSTRUCTION CONTRACT – Last month council approved change order #1 which was a combination of adding geogrid to Main Street Terrace and a reduction in contract price due to shortening the amount of construction on Walnut Ave. at 6th Street to minimize the amount of new work that would need to be torn out as a result of next years’ construction on 6th Street. Net change to the contract value was \$7,285.61.

We’ve also discussed in the past that we knew of an additional change order that would need to happen at 4th and Walnut in order to correct the stormwater situation. To summarize that situation, the piping is not stormwater pipe. It appears to be several pieces of whatever pipe was available at the time that were dumped into a cured in place box that was then capped with a metal plate. The proposed solution is the addition of 70’ of precast storm pipe. This pipe is sized properly to accept additional stormwater that would be generated in the future as we continue working on fixing our streets.

The original contract price was: \$1,734,521.07. Change order #1 added \$7,285.61 to the contract value. This change order #2 adds \$13,744 to the contract and barring any unforeseen situations, should be our last change order. **Motion** made by Macek, seconded by Schasteen to approve Resolution 1150 – Authorizing a change to the 2023 Street project to add geogrid and additional AB3 for road stabilization on Main Street Terrace as presented. Yeas: All.

RESOLUTION 1151 – AUTHORIZING LAND LEASE WITH EVERGY FOR SOLAR ARRAY - In October of 2021, the city began discussions with KMEA and Evergy Energy Partners (non-regulated subsidiary of Evergy Kansas Central) about the feasibility of constructing a solar array on city owned property across 335th from the Osawatomie State Hospital. From those discussions, it was determined that partnering with Evergy was a more cost-effective way to diversify our electric portfolio into more renewable energy sources.

The intent was to pool our needs with the needs of other KMEA members, which is what we did, albeit not with as many cities as we initially thought, but at no additional cost to the city or its electric customers. So, in January of 2022, the city entered into a solar development agreement and shortly thereafter in February, we entered into a power purchase agreement (PPA) with Evergy.

Since that time, the council has also approved a resolution to purchase the transformers for the small substation that would need to be built as part of our obligation under the development agreement and PPA. You may remember that our obligation started at the high side of transformer(s) and included any support steel, switches, and other materials. Evergy's obligation ended at the low voltage side of the transformer.

As has been mentioned in almost a year's worth of operations reports now is the execution of the land lease with Evergy, which is what this resolution will do. The clean version of that lease is included as a supplement to this action item. The only changes that we requested to be made was a limitation of Evergy's access to city owned property does not extend beyond the limits of the parcel in question, as well as defining the county and the legal description for the parcel in question. Everything else is standard for a solar array agreement. What I wanted to confirm was in the agreement included a definition of the various sound and shade easements, screening requirements, as well as confirmation that if the city never purchases the array, that at the end of the 35-year lease term, Evergy (including any successors or assignees of the lease) is required to remove the array and restore it to its original condition. Any proposed assignees to the lease agreement must also be approved in writing by the City of Osawatomie prior to any assignment being made. Additionally, all city codes (including vegetation management) must be adhered to for the term of the lease. **Motion** made by Schasteen, seconded by Macek to approve Resolution 1151 – Authorizing the execution of a land lease agreement to purchase power from a 5 MW solar array installed Evergy Kansas Central, Inc. as presented. Yeas: All.

RESOLUTION 1152 – MUNICIPAL INVESTMENT POOL UPDATE - The State of Kansas created the Municipal Investment Pool (MIP) to allow cities to have an alternative to local banks to place excess funds. The City currently has two MIP accounts. One account is a temporary account that we are using for the bond proceeds from the generation project. The second account is an investment account for the general fund. The MIP funds is offering a higher return on our investments and allows us to easily access or transfer the money.

Staff is requesting the approval of a new resolution to reauthorize the MIP and to update the authorized users on the account. **Motion** made by Dickinson, seconded by Macek to approve Resolution 1152 – Consenting to the participation of the City of Osawatomie, Kansas in the Municipal Investment Pool, A Kansas Public Funds Investment Pool; and designating whom is authorized to execute documents and make deposits and withdrawals as presented. Yeas: All.

EXECUTIVE SESSION – none.

COUNCIL REPORTS

Kevin Schasteen ~ I want to highlight one of our officers – Nick Gazzano was attending a funeral for a veteran. In the hot sun and all of his gear Gazzano held a salute during the entire parade procession. The respect that he showed was outstanding. It was a simple act but it was extremely well noticed. Good job.

Dan Macek ~ I want to thank everyone that volunteered for Lights on the Lake event. Tomorrow we will have our follow up meeting and discuss the good, bad and ugly. Thank you for your support.

Karen LaDuex ~ Thanked the council for their support of the annexation. We are doing everything that we can to promote getting our National Historic Park status for our park. I think that this will enhance our chances.

Tammy Filipin ~ We did have a good time at Lights on the Lake.

MAYOR'S REPORT

While it should go without saying, we are entering into the hottest part of the year. I want to thank our crews, specifically public works, parks and utilities, and remind them to stay well hydrated.

Speaking of our public works crews, thank you to everyone involved in patching that bad spot in the bricks at 5th and Pacific.

This weekend is Play Street on Main Street from 9 – 11 for our youth. Thank you to the library for putting this on.

Also, this weekend is the July third Saturday. Come out and enjoy some fun with your neighbors. Thank you to Jeff Dorsett, the volunteers and city staff who help to make this a fun event.

Lastly, we are rapidly nearing the end of our budget season. We've had two resolutions presented to us at the last two council meetings. We've also had meetings with the City Manager and certain department heads regarding each department's budget for 2024. I urge the council to follow up with the city manager if there are any lingering questions on the 2024 budget. I believe Bret will have more on that in his staff report.

CITY MANAGER & STAFF REPORTS.

Bret Glendening introduced the new building official Keith Myers to the council.

5th Street Terrace – Before the 4th of July we sent out letters to all of the property owners within 200 feet notifying them of a public hearing with the planning commission that is taking place on August 1st at 6:30 p.m. in Memorial Hall. The notice was also published into the paper on July 5th. At that time the planning commission will take action and make a recommendation to the City Council. Staff is hoping that the planning commission will recommend favorably the final plat and forward it to the City Council for final approval.

The Victory property is almost to the finish line. KDOT is working on drafting their quit claim deeds relinquishing their interest in the property. We are hoping to have those in the next two weeks.

6th Street – We will have some construction easements that we will need to get still. We will not need to get easements from all of the properties along 6th Street but there will be a handful.

Mid-year evaluations are underway.

With the KDOT alternatives grant, the 6th street project and the water project council has passed a series of resolutions authorizing temporary notes funding for those projects. Yesterday I had a rating call with S&P. It went really well. We should have our rating next week.

July 26 & 27th – I will be in Salina. KMEA is hosting a strategic planning review session. I will be back in time for the council meeting.

Sam Moon – Planning Substantiable Places Oz Commons Phase II - “The Hub” is holding a open house on July 18th from 6 -8 p.m. at the Osawatomie Public Library to discuss the current and future pedestrian connections and what you would like to see for the future of the current Main Street Plaza.

OTHER DISCUSSION/MOTIONS.

Motion made by LaDuex, seconded by Schasteen to adjourn. Yeas: All. The mayor declared the meeting adjourned at 07:25 p.m.

/s/ Tammy Seamands
Tammy Seamands, City Clerk

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	INVALID	**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	<u>2,537,693.45</u>
			TOTAL:	2,537,693.45
NON-DEPARTMENTAL	GENERAL OPERATING	MISCELLANEOUS	BATISH PROPERTIES	1,000.00
		PETTY CASH	AUDITORIUM DEPOSIT RETURN	100.00
			AUDITORIUM DEPOSIT RETURN	100.00
			AUDITORIUM DEPOSIT RETURN	100.00
		OSAWATOMIE GOLF COURSE	AUDITORIUM DEPOSIT RETURN	100.00
			JUNE 2023 - M SCANLON MEMB	<u>195.00</u>
			TOTAL:	1,595.00
ADMINISTRATION	GENERAL OPERATING	TYLER TECHNOLOGIES INC	DOCUMENT, COURT, CONTENT	1,021.89
			DOCUMENT, COURT, CONTENT	1,988.05
		CINTAS FIRE PROTECTION	INSPECTION BACKFLOW	753.64
		CITY OF OSAWATOMIE	UTILITY BILLS	3.23
			UTILITY BILLS	58.28
			UTILITY BILLS	167.22
			UTILITY BILLS	13.40
			UTILITY BILLS	1,850.39
		AERIAL FX INC	FIREWORKS - AMENDED INVOIC	48.07
		FIRST OPTION BANK	RIBBONS FOR GRAND OPENING	64.10
			WEBSITE BACKUP	8.95
			WEBSITE HOSTING & BACKUP	45.00
			LIQOUR LICENSE FEE	25.63
			HIGH YEILD TONER	87.58
			FIREWORK SUPPLIES	3,880.33
			LUNCH - WASTE MANAGEMENT	126.09
			FIREWORK SUPPLIES	344.71-
			LUNCH FOR WASTE MANAGEMENT	218.28
		KANSAS GAS SERVICE	GAS SERVICE	193.50
		LEAGUE OF KS MUNICIPALITIES	KGJ ISSUES - MAY 2023	53.45
		MIAMI LUMBER INC.	STD & BTR	981.66
		UNEMPLOYMENT INS. SERVICE	UNEMPLOYMENT INS. SERVICE	200.00
		PAT'S SIGNS	LOGO DETAILS FOR VEHICLES	57.00
		QUILL CORPORATION	TONER RETURN	90.89-
			TONERS & PAPER CLIPS	163.78
			TONERS & PAPER CLIPS	5.78
			INK, POSTIT, BIC, TISSUE,	9.71
			INK, POSTIT, BIC, TISSUE,	235.86
			INK, POSTIT, BIC, TISSUE,	26.81
			TONER	179.89
		ACE PEST CONTROL LLC GARY COOPER	PEST CONTROL - JUNE 2023	105.00
		RESERVE ACCOUNT	POSTAGE	2,500.00
		NPG NEWSPAPERS INC	SENIOR ADS	95.00
		JARRED GILMORE & PHILLIPS PA	2023 AUDIT	11,750.00
		TALLEY, DEBBIE	MEM HALL CUSTODIAN JULY 20	375.00
		OSAWATOMIE ROTARY CLUB	SEMI ANNUAL DUES - 2023 MO	120.00
		WASTE MANAGEMENT	CITY REFUSE SERVICES	18.88
		KSFIBERNET	INTERNET SERVICES JUNE 202	370.23
		RICOH USA, INC.	COPIES	51.06
		RICOH USA, INC.	COPIER LEASE/RENTAL	260.47
		RICOH USA, INC.	COPIER LEASE/RENT	82.66
			COPIER LEASE	128.31
		PETTY CASH	BANK FEES	3.72
			BANK FEES	1.30
			INSURANCE LUNCH MEETING	35.85

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		REDISHRED KANSAS INC.	SHREDDING SERVICES	33.99
		KANSAS DEPARTMENT OF ADMINISTRATION	2023 BUDGET WORKSHOP REGIS	75.00
		EVERGY	UTILITY BILLS	54.10
		NITEL, INC.	MAR-JUN '23 INTERNET SERV	618.02
		NEXTIVA, INC.	PHONE SERVICES	148.15
		PAYCHEX	06/02/23 - PAYROLL SERVICE	90.55
			06/16/23 - PAYROLL SERVICE	95.65
			06/30/23 - PAYROLL	106.94
		SCANLON, MICHAEL (REIMBURSEMENT ONLY)	MILEAGE REIMBURSEMENT	432.78
		HITOMI'S LITTLE FLOWER SHOP LLC	C ATWATER SERVICE	75.00
		BLACK HILLS ENERGY READY	GAS SERVICES	21.56
		LAUBER MUNICIPAL LAW, LLC	MAY 2023 - CITY ATTORNEY	8,610.00
			MAY 2023 - CITY COUNCIL ME	1,190.00
		BRIGHTSPEED	PHONE & INTERNET SERVICES	53.06
		ROUSE FRETS WHITE GOSS GENTILE RHODES,	LEGAL SERVICES	3,520.00
		ENSZ & JESTER, P.C.	EEOC MEDICATION	148.00
		INFINITY TECHNOLOGY SERVICES	FULLY MANAGED IT SERVICES	747.42
		ENTERPRISE FM TRUST	CITY LEASES JUNE 2023	1,082.23
		CITY OF MERRIAM	NEK LUNCH - MANAGER TRAINI	75.00
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	<u>999,056.65</u>
			TOTAL:	1,044,163.55
CODES ENFORCEMENT	GENERAL OPERATING	FIRST OPTION BANK	ELETRICAL INSPECTOR EXAM	234.00
		FAMILY CENTER FARM & HOME	VEG KILLER & SPRAYER	47.98
		TRI-COUNTY ICE CO INC	CAR WASH TOKENS	2.00
		PAT'S SIGNS	LOGO DETAILS FOR VEHICLES	57.00
		VERIZON WIRELESS	PHONE & IPADS	127.69
		DREXEL TECHNOLOGIES INC	LINE DRAWINGS PRINTER	177.04
		KSFIBERNET	INTERNET SERVICES JUNE 202	41.14
		EVERGY	UTILITY BILLS	461.42
		NITEL, INC.	MAR-JUN '23 INTERNET SERV	11.43
		NEXTIVA, INC.	PHONE SERVICES	2.74
		PAYCHEX	06/02/23 - PAYROLL SERVICE	1.67
			06/16/23 - PAYROLL SERVICE	1.77
			06/30/23 - PAYROLL	1.98
		COMMERCIAL CAPITAL LEASING, LLC	HP DESIGNJET T2600PS	195.00
		WEX BANK - ENTERPRISE P66	MAY 2023 FUEL BILL	140.60
		INFINITY TECHNOLOGY SERVICES	FULLY MANAGED IT SERVICES	13.82
		STIFTER, TYLER	NUISANCE MOWING - 06/07/20	570.00
			NUISANCE MOWING - 05/18/23	756.00
			NUISANCE MOWING - 06/12/23	480.00
		ENTERPRISE FM TRUST	CITY LEASES JUNE 2023	1,083.12
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	<u>273,332.05</u>
			TOTAL:	277,738.45
POLICE	GENERAL OPERATING	BREWER'S AUTOMOTIVE REPAIR INC	OIL CHANGE	31.20
			FIRESTONE FIREHAWK PURSUIT	375.75
			TIRE REPAIR	15.00
		CITY OF OSAWATOMIE	UTILITY BILLS	1,277.84
		O'REILLY AUTO PARTS	WIPER BLADES	40.78
			BOOSTER CBL	58.99
		FIRST OPTION BANK	KEY LOCK CABINET	119.98
			WINDSHIELD MOUNTS	54.85
			CASE CONTROL MODULE	210.96
			WALL BAFFLE SPEAKER	99.47
			WATER, COFFEE, CREAMER	27.40

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			AWARDS	156.90
			TAILLIGHTS	148.69
			GUM	5.30
			AIR FRESH, TOWELS, PITCHER	53.50
			WATER	15.30
			EVIDENCE ENVELOPES & BAGS	483.62
		KANSAS GAS SERVICE	GAS SERVICE	27.39
		TRI-COUNTY ICE CO INC	CAR WASH TOKENS	240.00
		WAL-MART CAPITAL ONE	BOTTLED WATER	16.14
			KEY TAGS, 100 CT, 5 TAB DI	19.35
			BOTTLED WATER	23.92
		PAT'S SIGNS	WARNING STICKERS	53.48
			SUV SIDE WRAPS FOR PD	1,580.40
		ACE PEST CONTROL LLC GARY COOPER	PEST CONTROL - JUNE 2023	80.00
		WASTE MANAGEMENT	POLICE DEPT REFUSE	30.18
		REDISHRED KANSAS INC.	SHREDDING SERVICES	33.99
		NITEL, INC.	MAR-JUN '23 INTERNET SERV	1,154.14
		NEXTIVA, INC.	PHONE SERVICES	276.67
		PAYCHEX	06/02/23 - PAYROLL SERVICE	169.11
			06/16/23 - PAYROLL SERVICE	178.62
			06/30/23 - PAYROLL	199.72
		TOSHIBA FINANCIAL SERVICES	COPIER PD	195.64
		TRANSUNION RISK & ALTERNATIVE	MAY 2023 PERSON SEARCHES	108.00
		MULTIPLICITY, LLC	OIL CHANGE & TIRE ROTATION	103.50
		PARKSEITE GERMAN SHEPARDS	UNUKSHUK 30/25 DOG FOOD	156.00
			INUKSHUNK 30/25	104.00
		OPTIMUM	CABLE SERVICES	14.86
		BRIGHTSPEED	PHONE & INTERNET SERVICES	107.84
		WEX BANK - ENTERPRISE P66	MAY 2023 FUEL BILL	3,738.94
		INFINITY TECHNOLOGY SERVICES	FULLY MANAGED IT SERVICES	1,395.79
		ENTERPRISE FM TRUST	CITY LEASES JUNE 2023	22,054.28
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	<u>1,971,570.96</u>
			TOTAL:	2,006,808.45
CABIN	GENERAL OPERATING	CITY OF OSAWATOMIE	UTILITY BILLS	370.77
		KANSAS GAS SERVICE	GAS SERVICE	98.45
		ACE PEST CONTROL LLC GARY COOPER	PEST CONTROL - JUNE 2023	45.00
		PALACE HARDWARE	STAIN & PAINT BRUSHES	30.95
		NITEL, INC.	MAR-JUN '23 INTERNET SERV	11.43
		NEXTIVA, INC.	PHONE SERVICES	2.74
		PAYCHEX	06/02/23 - PAYROLL SERVICE	1.67
			06/16/23 - PAYROLL SERVICE	1.77
			06/30/23 - PAYROLL	1.98
		INFINITY TECHNOLOGY SERVICES	FULLY MANAGED IT SERVICES	13.82
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	<u>68,998.80</u>
			TOTAL:	69,577.38
STREETS & ALLEYS	GENERAL OPERATING	CITY OF OSAWATOMIE	UTILITY BILLS	40.39
			UTILITY BILLS	331.73
			UTILITY BILLS	3.00
			UTILITY BILLS	1,008.27
		FIRST OPTION BANK	MICHELE MEMBERSHIP	115.00
		KC BOBCAT	TUBE, TUBELINE, COUPLERS	286.00
		FAMILY CENTER FARM & HOME	BOOTS & JEANS	275.47
			BOOT - MITCH CLOTHING	139.99
			BARROW 6-CUFT HUB	64.96

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		KANSAS GAS SERVICE	GAS SERVICE	96.75
		MCLEAN AUTO & TRUCK SERVICE	TIRES, MOUNT & BALANCE	1,683.18
		TRI-COUNTY ICE CO INC	CAR WASH TOKENS	60.00
		PAT'S SIGNS	LOGO DETAILS FOR VEHICLES	342.00
		BATTERIES PLUS	RAY6V-HD BATTERY	58.72
		LOGAN CONTRACTORS SUPPLY INC	ALUM CONC PLACER HAND EDGE	124.96
		VERIZON WIRELESS	PHONE & IPADS	121.36
		TOMO DRUG TESTING	DOT DRUG TESTING	93.00
		WASTE MANAGEMENT	CITY REFUSE SERVICES	73.92
		MFA OIL COMPANY	RED DYED DIESEL FUEL	808.57
		PETTY CASH	CDL RENEWAL	36.00
		NITEL, INC.	MAR-JUN '23 INTERNET SERV	426.14
		NEXTIVA, INC.	PHONE SERVICES	102.15
		PAYCHEX	06/02/23 - PAYROLL SERVICE	69.41
			06/16/23 - PAYROLL SERVICE	73.32
			06/30/23 - PAYROLL	81.98
		WEX BANK - ENTERPRISE P66	MAY 2023 FUEL BILL	465.62
		MILLER AUTO SUPPLY	FUEL DISPENSING PUMP	52.12
			HYD HOSE FITTINGS - REEL	406.04
			CONNECTOR - FREIGHT	44.45
		INFINITY TECHNOLOGY SERVICES	FULLY MANAGED IT SERVICES	515.36
		ENTERPRISE FM TRUST	CITY LEASES JUNE 2023	1,082.23
		BLUE CARDINAL CHEMICAL	TARVASOL	255.61
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	<u>291,072.70</u>
			TOTAL:	300,410.40
PARKS & CEMETERIES	GENERAL OPERATING	CITY OF OSAWATOMIE	UTILITY BILLS	40.39
			UTILITY BILLS	331.73
			UTILITY BILLS	196.80
			UTILITY BILLS	15.00
		O'REILLY AUTO PARTS	GROTE	22.01
		FIRST OPTION BANK	OIL FILTER	23.99
			TRASH BAGS	204.71
		FAMILY CENTER FARM & HOME	PANT-M SCOTTS LAWN & WEED	59.98
			PANT-M SCOTTS LAWN & WEED	39.98
			BARROW 6-CUFT HUB	64.99
		MIAMI LUMBER INC.	1G ANTI-RUST OIL SATIN	108.00
			POLY SASH BRUSH - PLASTIC	19.31
		VIKING INDUSTRIAL SUPPLY	VIKING INDUSTRIAL SUPPLY	556.78
		TRI-COUNTY ICE CO INC	CAR WASH TOKENS	14.00
		ZEP SALES & SERVICE	ZEP LINERS FOR PROPERTY	312.03
		MADDEN RENTAL LLOYD MADDEN	PORTABLE TOILET RENTAL	125.00
		VERIZON WIRELESS	PHONE & IPADS	40.01
		SECURITY BANK OF KC	TRACTOR LEASE - PAY OFF	282.74
			TRACTOR LEASE - PAY OFF	10,518.17
		WASTE MANAGEMENT	DUMP HAUL	30.28
			CITY REFUSE SERVICES	73.92
			CEMETERY REFUSE	193.50
		MFA OIL COMPANY	RED DYED DIESEL FUEL	505.77
		EVERGY	UTILITY BILLS	18.58
		NITEL, INC.	MAR-JUN '23 INTERNET SERV	426.14
		NEXTIVA, INC.	PHONE SERVICES	102.15
		PAYCHEX	06/02/23 - PAYROLL SERVICE	69.41
			06/16/23 - PAYROLL SERVICE	73.32
			06/30/23 - PAYROLL	81.98
		WEX BANK - ENTERPRISE P66	MAY 2023 FUEL BILL	423.90

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		INFINITY TECHNOLOGY SERVICES	FULLY MANAGED IT SERVICES	515.36
		ONE SOURCE SAFETY AND TRAINING INC	CRANE INSPECTIONS	264.29
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	<u>446,320.33</u>
			TOTAL:	462,074.55
FIRE	GENERAL OPERATING	CITY OF OSAWATOMIE	UTILITY BILLS	1,060.12
		FIRST OPTION BANK	CHARGER AMPLIFIER	157.50
			FIRE TRAINING	105.00
		KANSAS GAS SERVICE	GAS SERVICE	156.95
		ACE PEST CONTROL LLC GARY COOPER	PEST CONTROL - JUNE 2023	62.50
		WASTE MANAGEMENT	CITY REFUSE SERVICES	22.26
		NITEL, INC.	MAR-JUN '23 INTERNET SERV	352.34
		NEXTIVA, INC.	PHONE SERVICES	84.46
		PAYCHEX	FIRE PAYROLL - 06/16	335.38
			06/02/23 - PAYROLL SERVICE	23.72
			06/16/23 - PAYROLL SERVICE	25.05
			06/30/23 - PAYROLL	28.01
		WEX BANK - ENTERPRISE P66	MAY 2023 FUEL BILL	27.05
		INFINITY TECHNOLOGY SERVICES	FULLY MANAGED IT SERVICES	426.11
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	<u>143,104.20</u>
			TOTAL:	145,970.65
MUNICIPAL COURT	GENERAL OPERATING	TYLER TECHNOLOGIES INC	DOCUMENT, COURT, CONTENT	1,362.53
		FIRST OPTION BANK	COURT MEMBERSHIP	164.51
		LANGUAGE LINE SERVICES	INTERPRETATION SERVICES	37.05
		LAW OFFICE OF SHEILA M.SCHULTZ	MUNICIPAL COURT JUNE 2023	2,727.00
		NITEL, INC.	MAR-JUN '23 INTERNET SERV	11.43
		NEXTIVA, INC.	PHONE SERVICES	2.74
		PAYCHEX	06/02/23 - PAYROLL SERVICE	1.67
			06/16/23 - PAYROLL SERVICE	1.77
			06/30/23 - PAYROLL	1.98
		HARTLEY LAW GROUP, LLC	COURT APPOINTMENT	145.00
		LAUBER MUNICIPAL LAW, LLC	MAY 2023 - CITY PROSECUTOR	12,101.50
		CLYDE & WOOD, LLC	COURT APPOINTMENTS	170.00
			COURT APPOINTMENTS	59.50
			COURT APPOINTMENTS	93.50
			COURT APPOINTMENTS	93.50
			COURT APPOINTMENTS	51.00
			COURT APPOINTMENTS	119.00
			COURT APPOINTMENTS	170.00
			COURT APPOINTMENTS	187.00
			COURT APPOINTMENTS	119.00
			COURT APPOINTMENTS	110.50
		INFINITY TECHNOLOGY SERVICES	FULLY MANAGED IT SERVICES	13.82
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	<u>94,612.29</u>
			TOTAL:	112,356.29
LIBRARY	GENERAL OPERATING	CITY OF OSAWATOMIE	UTILITY BILLS	921.19
		FIRST OPTION BANK	DVD	17.96
			FROGGYS FOG BUBBLE JUICE	24.99
			COPY PAPER	39.99
			BOOKS	15.19
			BOOKS	15.19
			BOOKS	69.00
			POPCORN	24.74
			BOOKS	9.59

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			COPY PRINTER PAPER	37.99
		KANSAS GAS SERVICE	GAS SERVICE	54.93
		BAKER & TAYLOR	BOOKS	39.69
			BOOKS	39.78
			BOOKS	130.41
			BOOKS	11.50
			BOOKS	379.29
			BOOKS	378.17
			BOOKS	27.28
			BOOKS	96.40
		ACE PEST CONTROL LLC GARY COOPER	PEST CONTROL - JUNE 2023	45.00
		GERKEN RENT-ALL INC	FLOOR GRINDER CONCRETE	132.00
		WASTE MANAGEMENT	CITY REFUSE SERVICES	65.44
			RECYCLING SERVICE - LIBRAR	10.61
		MIDWEST TAPE	DIGITAL MEDIA	200.08
			DIGITAL MEDIA	200.01
		KWIKOM COMMUNICATIONS	INTERNET FIBER	95.00
		NITEL, INC.	MAR-JUN '23 INTERNET SERV	35.23
		NEXTIVA, INC.	PHONE SERVICES	8.45
		PAYCHEX	06/02/23 - PAYROLL SERVICE	5.16
			06/16/23 - PAYROLL SERVICE	5.45
			06/30/23 - PAYROLL	6.10
		JUNIOR LIBRARY GUILD	BOOKS	63.00
		INFINITY TECHNOLOGY SERVICES	FULLY MANAGED IT SERVICES	42.61
		MASTALSZ, MITCHELL J	CARPET PULL OUT & DEMO	590.74
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	<u>240,826.47</u>
			TOTAL:	244,664.63
WATER ADMINISTRATION	WATER	WASTE MANAGEMENT	CITY REFUSE SERVICES	73.92
		KPERS	06/02/23 - KPERS & AFTER	498.50
			06/16/23 - KPERS	475.13
			06/30/23 - KPERS	477.15
		VANTAGEPOINT TRANSFER	ICMA - 06/02/23	142.94
			06/16/2023 - ICMA	133.10
			06/30/23 - ICMA	133.10
		EFTPS	06/02/23 - EFTPS	385.93
			06/16/2023 - EFTPS	366.23
			06/30/2023 - EFTPS	397.24
		NITEL, INC.	MAR-JUN '23 INTERNET SERV	85.23
		NEXTIVA, INC.	PHONE SERVICES	20.43
		PAYCHEX	06/02/23 - PAYROLL SERVICE	19.46
			06/16/23 - PAYROLL SERVICE	20.56
			06/30/23 - PAYROLL	22.99
		BLUE CROSS & BLUE SHIELD	JUNE 2023 - BCBS INSURANCE	2,014.83
		PRINCIPLE LIFE INSURANCE COMPANY	JUNE 2023 - LIFE, DENTAL,	91.20
			JUNE 2023 - LIFE, DENTAL,	23.22
		INFINITY TECHNOLOGY SERVICES	FULLY MANAGED IT SERVICES	103.07
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	<u>7,446.94</u>
			TOTAL:	12,931.17
WATER TREATMENT	WATER	CITY OF OSAWATOMIE	UTILITY BILLS	14,402.38
			UTILITY BILLS	312.72
		FIRST OPTION BANK	MOBIL POLYREX MOTOR GREASE	20.20
			HYDRANT REDUCER	67.60
			FLOAT SWITCH	36.99
			HAND SANITIZER GEL	82.59

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			PURELL DISPENSER	10.50
			PRESSURE WASHER ATTACHMENT	65.99
			PRESSURE WASHER	139.50
			HAND SANITIZER GEL	21.00
			SOAP	17.18
			DRAIN PIPE TILE ADAPTER	44.97
			HANDD SANITIZER GEL	9.34
			ARAMID V BELT	31.90
		KANSAS MUNICIPAL UTILITIES INC	ADVERTISING JOB POSTINGS	25.00
		PAT'S SIGNS	LOGO DETAILS FOR VEHICLES	85.50
		USA BLUE BOOK	SPECIAL - CUSTOM S76022	444.40
			BRASS ADAPTER, WILES, CAPS	88.98
			BRASS ADAPTER, WILES, CAPS	430.73
			KIMWIPES DISPOSABLE WIPES	211.90
			MIDKNIGHT GLOVES	963.46
		HAWKINS INC	Ammonia	725.13
			Freight	28.99
			Polymer	3,421.56
			Bleach	2,057.48
		VERIZON WIRELESS	PHONE & IPADS	94.26
		WASTE MANAGEMENT	CITY REFUSE SERVICES	37.65
		KPERS	06/02/23 - KPERS & AFTER	856.68
			06/16/23 - KPERS	946.59
			06/30/23 - KPERS	933.67
		VANTAGEPOINT TRANSFER	ICMA - 06/02/23	27.78
			06/16/2023 - ICMA	28.31
			06/30/23 - ICMA	176.05
		EFTPS	06/02/23 - EFTPS	649.28
			06/16/2023 - EFTPS	722.43
			06/30/2023 - EFTPS	775.62
		NITEL, INC.	MAR-JUN '23 INTERNET SERV	373.29
		NEXTIVA, INC.	PHONE SERVICES	89.48
		PAYCHEX	06/02/23 - PAYROLL SERVICE	54.69
			06/16/23 - PAYROLL SERVICE	57.77
			06/30/23 - PAYROLL	64.60
		WATERS HARDWARE	MALE CONNECTOR & ELBOW	43.72
			3/8 COMPRESSION SLEEVE	6.98
		BLUE CROSS & BLUE SHIELD	JUNE 2023 - BCBS INSURANCE	3,719.00
		PRINCIPLE LIFE INSURANCE COMPANY	JUNE 2023 - LIFE, DENTAL,	25.20
			JUNE 2023 - LIFE, DENTAL,	161.35
			JUNE 2023 - LIFE, DENTAL,	46.58
		INFINITY TECHNOLOGY SERVICES	FULLY MANAGED IT SERVICES	451.44
		ONE SOURCE SAFETY AND TRAINING INC	CRANE INSPECTIONS	1,057.13
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	<u>203,264.92</u>
			TOTAL:	238,410.46
WATER DISTRIBUTION	WATER	CITY OF OSAWATOMIE	UTILITY BILLS	40.39
			UTILITY BILLS	112.51
		TRI-COUNTY ICE CO INC	CAR WASH TOKENS	55.00
		PAT'S SIGNS	LOGO DETAILS FOR VEHICLES	57.00
		VERMEER	4" T-HANDLE V-4	181.50
		KANSAS ONE CALL SYSTEM INC	KANSAS ONE CALL SYSTEM INC	29.20
		VERIZON WIRELESS	PHONE & IPADS	60.68
			PHONE & IPADS	40.01
		CORE & MAIN LP	2194 VLV BOX RING COVERS I	270.00
			TEE TAP SADDLE	619.30

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			CPLG PH KRYLON BLUE MARKIN	444.00
			TST-4 4 TEE TAP SADDLE	247.72
			6 AVK DI HYMAX	1,498.93
			HYMAX GRIP	508.85
			Setters for Brown	8,140.32
		WHISTLE REDI-MIX INC	FLOW FILL 1	1,275.00
			FLOW FILL	828.75
		MFA OIL COMPANY	RED DYED DIESEL FUEL	136.80
		KPERS	06/02/23 - KPERS & AFTER	311.64
			06/16/23 - KPERS	336.02
			06/30/23 - KPERS	306.60
		VANTAGEPOINT TRANSFER	ICMA - 06/02/23	9.38
			06/16/2023 - ICMA	9.38
			06/30/23 - ICMA	84.38
		EFTPS	06/02/23 - EFTPS	243.73
			06/16/2023 - EFTPS	263.53
			06/30/2023 - EFTPS	255.18
		NITEL, INC.	MAR-JUN '23 INTERNET SERV	257.09
		NEXTIVA, INC.	PHONE SERVICES	61.63
		PAYCHEX	06/02/23 - PAYROLL SERVICE	37.70
			06/16/23 - PAYROLL SERVICE	39.78
			06/30/23 - PAYROLL	44.47
		FORTILINE WATERWORKS	4 MJ CAP C153	64.00
		BLUE CROSS & BLUE SHIELD	JUNE 2023 - BCBS INSURANCE	660.13
		PRINCIPLE LIFE INSURANCE COMPANY	JUNE 2023 - LIFE, DENTAL,	16.80
			JUNE 2023 - LIFE, DENTAL,	63.58
			JUNE 2023 - LIFE, DENTAL,	16.36
		WEX BANK - ENTERPRISE P66	MAY 2023 FUEL BILL	359.68
		INFINITY TECHNOLOGY SERVICES	FULLY MANAGED IT SERVICES	310.94
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	<u>269,862.72</u>
			TOTAL:	288,160.68
NON-DEPARTMENTAL	ELECTRIC	KANSAS STATE TREASURER	UNCLAIMED PROPERTY - UTLIT	533.69
		ADCOMP SYSTEMS, INC.	TECHNOLOGY FEE - JUNE 2023	<u>55.00</u>
			TOTAL:	588.69
ELECTRIC ADMINISTRATIO	ELECTRIC	KANSAS DEPT OF REVENUE	MAY 2023 UTILITIES SALES T	1,449.36
			MAY 2023 UTILITIES SALES T	4,054.67
			MAY 2023 UTILITIES SALES T	3,475.43
			MAY 2023 UTILITIES SALES T	4,375.91
			MAY 2023 COMP USE SALES TA	3,156.21
		KANSAS STATE TREASURER	UTILITY LOAN PAYMENT	31,677.15
			UTILITY LOAN PAYMENT	7,518.74
		UNEMPLOYMENT INS. SERVICE	UNEMPLOYMENT INS. SERVICE	200.00
		ACE PEST CONTROL LLC GARY COOPER	PEST CONTROL - JUNE 2023	37.50
		KPERS	06/02/23 - KPERS & AFTER	516.84
			06/16/23 - KPERS	493.54
			06/30/23 - KPERS	495.59
		VANTAGEPOINT TRANSFER	ICMA - 06/02/23	142.69
			06/16/2023 - ICMA	132.84
			06/30/23 - ICMA	134.40
		EFTPS	06/02/23 - EFTPS	397.82
			06/16/2023 - EFTPS	378.18
			06/30/2023 - EFTPS	412.35
		PETTY CASH	DEPOSIT RETURN FROM 1950'S	5.00
			INTEREST RETURN FROM 1950'	26.25

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		NITEL, INC.	MAR-JUN '23 INTERNET SERV	85.23
		NEXTIVA, INC.	PHONE SERVICES	20.43
		PAYCHEX	06/02/23 - PAYROLL SERVICE	12.49
			06/16/23 - PAYROLL SERVICE	13.19
			06/30/23 - PAYROLL	14.75
		BLUE CROSS & BLUE SHIELD	JUNE 2023 - BCBS INSURANCE	2,148.52
		PRINCIPLE LIFE INSURANCE COMPANY	JUNE 2023 - LIFE, DENTAL,	96.24
			JUNE 2023 - LIFE, DENTAL,	23.90
		INFINITY TECHNOLOGY SERVICES	FULLY MANAGED IT SERVICES	103.07
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	<u>11,561.96</u>
			TOTAL:	73,160.25
ELECTRIC PRODUCTION	ELECTRIC	BREWER'S AUTOMOTIVE REPAIR INC	TIRE - MOUNT	52.05
			TIRE & MOUNT	52.05
		FIRST OPTION BANK	MOBIL POLYREX MOTOR GREASE	20.20
			HYDRANT REDUCER	67.60
			FLOAT SWITCH	36.99
			PRESSURE WASHER ATTACHMENT	65.99
			PRESSURE WASHER	139.50
			HAND SANITIZER GEL	21.00
			SOAP	17.19
			HANDD SANITIZER GEL	9.34
			ARAMID V BELT	31.90
		KANSAS MUNICIPAL UTILITIES INC	ADVERTISING JOB POSTINGS	75.00
		KMEA	MAY 2032 - EMP1 MANAGEMENT	20,707.97
			MAY 2032 - EMP1 MANAGEMENT	10,304.41
			GRDA - JUNE 2023	129,396.43
			SPA HYDRO - APRIL 2023	2,576.07
			WAPA HYDRO - MAY 2023	9,121.60
		KANSAS GAS SERVICE	GAS SERVICE	44.56
			GAS SERVICE	246.29
		USA BLUE BOOK	SPECIAL - CUSTOM S76022	444.40
		VERIZON WIRELESS	PHONE & IPADS	94.26
		WASTE MANAGEMENT	CITY REFUSE SERVICES	73.92
			CITY REFUSE SERVICES	37.65
		KPERS	06/02/23 - KPERS & AFTER	102.75
			06/16/23 - KPERS	110.96
			06/30/23 - KPERS	111.20
		VANTAGEPOINT TRANSFER	ICMA - 06/02/23	3.97
			06/16/2023 - ICMA	4.04
			06/30/23 - ICMA	3.72
		EFTPS	06/02/23 - EFTPS	77.55
			06/16/2023 - EFTPS	84.25
			06/30/2023 - EFTPS	91.45
		EVERGY	UTILITY BILLS	43.55
		NITEL, INC.	MAR-JUN '23 INTERNET SERV	373.29
		NEXTIVA, INC.	PHONE SERVICES	89.48
		PAYCHEX	06/02/23 - PAYROLL SERVICE	54.69
			06/16/23 - PAYROLL SERVICE	57.77
			06/30/23 - PAYROLL	64.60
		BLUE CROSS & BLUE SHIELD	JUNE 2023 - BCBS INSURANCE	489.58
		PRINCIPLE LIFE INSURANCE COMPANY	JUNE 2023 - LIFE, DENTAL,	6.24
			JUNE 2023 - LIFE, DENTAL,	21.51
		WEX BANK - ENTERPRISE P66	MAY 2023 FUEL BILL	264.43
		INFINITY TECHNOLOGY SERVICES	FULLY MANAGED IT SERVICES	451.44

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	<u>180,256.80</u>
			TOTAL:	356,399.64
ELECTRIC DISTRIBUTION	ELECTRIC	BREWER'S AUTOMOTIVE REPAIR INC	TIRES MASTERCRAFT STRATUS	173.08
			OIL CHANGE	33.45
		CITY OF OSAWATOMIE	UTILITY BILLS	311.04
			UTILITY BILLS	112.51
		FAMILY CENTER FARM & HOME	SHOVEL, COUPLING, ELBOW	85.29
			FUEL VP 50	47.98
			FUEL, BRIGHT COAT, SNAP, L	60.74
			FUEL, BRIGHT COAT, SNAP, L	95.96
		TRI-COUNTY ICE CO INC	CAR WASH TOKENS	9.00
		PAT'S SIGNS	LOGO DETAILS FOR VEHICLES	114.00
		PROTECTIVE EQUIP. TESTING LAB.	RUBBER GLOVES & SLEEVES	123.40
		KANSAS ONE CALL SYSTEM INC	KANSAS ONE CALL SYSTEM INC	29.20
		CITY ELECTRICAL SUPPLY COMPANY	THHN-8-BLK 19STR-CU-500R	799.56
			TOPAZ ELECTRIC, NM-B CHF24	217.83
			RADIUS, COUPLING, PVC CEME	367.99
			LED40WT8/96/850-FA8	155.58
		VERIZON WIRELESS	PHONE & IPADS	81.35
			PHONE & IPADS	60.68
		TOMO DRUG TESTING	DOT DRUG TESTING	251.00
		ANIXTER INC	CLAMP PARALLEL GROOVE 2/0	750.00
			SHIRTS, JEANS, & BULWARK	359.19
			ARIAT FR JEANS - BULWARK	80.72
			BULWARK FR HI-VIS	278.40
			METER CP3SD	1,081.20
			CLAMP, SLEEVE, POLY	289.65
			6' SECURITY LIGHT BRACKET	231.82-
		KPERS	06/02/23 - KPERS & AFTER	665.53
			06/16/23 - KPERS	724.33
			06/30/23 - KPERS	684.17
		VANTAGEPOINT TRANSFER	ICMA - 06/02/23	45.00
			06/16/2023 - ICMA	45.00
			06/30/23 - ICMA	120.00
		EFTPS	06/02/23 - EFTPS	490.19
			06/16/2023 - EFTPS	537.88
			06/30/2023 - EFTPS	564.21
		NITEL, INC.	MAR-JUN '23 INTERNET SERV	257.11
		NEXTIVA, INC.	PHONE SERVICES	61.63
		PAYCHEX	06/02/23 - PAYROLL SERVICE	44.65
			06/16/23 - PAYROLL SERVICE	47.16
			06/30/23 - PAYROLL	52.73
		KMEA - MID-STATES	LABOR FOR KMEA FIELD SERVI	1,290.00
			OSH Electric Change	3,344.85
		WATERS HARDWARE	90 DEGREE OVC ELBOW	115.96
			CARBIDE SHARPENER CONCRETE	10.99
			CARBIDE SHARPENER CONCRETE	6.15
			80 LB CONCRETE MIX	12.30
			HOR CBR DUP BUSHING BOX OU	25.67
		BLUE CROSS & BLUE SHIELD	JUNE 2023 - BCBS INSURANCE	2,997.52
		PRINCIPLE LIFE INSURANCE COMPANY	JUNE 2023 - LIFE, DENTAL,	12.60
			JUNE 2023 - LIFE, DENTAL,	166.96
			JUNE 2023 - LIFE, DENTAL,	41.22
		WEX BANK - ENTERPRISE P66	MAY 2023 FUEL BILL	440.30
		GRAYBAR ELECTRONIC COMPANY, INC.	ALUMA FORM INC - AF222	221.97

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		INFINITY TECHNOLOGY SERVICES	FULLY MANAGED IT SERVICES	310.94
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	<u>549,628.70</u>
			TOTAL:	568,702.70
SEWER ADMINISTRATION	SEWER	KANSAS ONE CALL SYSTEM INC	KANSAS ONE CALL SYSTEM INC	29.20
		KWIKOM COMMUNICATIONS	INTERNET - FIBER	90.00
		KPERS	06/02/23 - KPERS & AFTER	234.93
			06/16/23 - KPERS	230.19
			06/30/23 - KPERS	231.79
		VANTAGEPOINT TRANSFER	ICMA - 06/02/23	8.25
			06/16/2023 - ICMA	8.25
			06/30/23 - ICMA	9.81
		EFTPS	06/02/23 - EFTPS	173.66
			06/16/2023 - EFTPS	169.82
			06/30/2023 - EFTPS	188.78
		NITEL, INC.	MAR-JUN '23 INTERNET SERV	15.71
		NEXTIVA, INC.	PHONE SERVICES	3.77
		PAYCHEX	06/02/23 - PAYROLL SERVICE	2.30
			06/16/23 - PAYROLL SERVICE	2.43
			06/30/23 - PAYROLL	2.72
		BLUE CROSS & BLUE SHIELD	JUNE 2023 - BCBS INSURANCE	1,036.35
		PRINCIPLE LIFE INSURANCE COMPANY	JUNE 2023 - LIFE, DENTAL,	44.80
			JUNE 2023 - LIFE, DENTAL,	10.98
		INFINITY TECHNOLOGY SERVICES	FULLY MANAGED IT SERVICES	19.00
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	<u>259,946.09</u>
			TOTAL:	262,458.83
WWWTP OPERATIONS	SEWER	CITY OF OSAWATOMIE	UTILITY BILLS	8,448.01
		FAMILY CENTER FARM & HOME	STEEL GREASE PIPE GUN TIPS	17.77
			BRUSH WINDOW, POLE EXT, TI	56.47
		PACE ANALYTICAL SERVICES INC	ANALYTICAL SERVICES COLLIE	287.50
		TG TECHNICAL SERVICES	SEMI ANNUAL CALIBRATION OF	325.00
		WASTE MANAGEMENT	SLUDGE HAUL OFF	1,114.28
			CITY REFUSE SERVICES	75.30
			SLUDGE HAUL OFF	2,147.40
		KPERS	06/02/23 - KPERS & AFTER	248.19
			06/16/23 - KPERS	262.46
			06/30/23 - KPERS	265.40
		EFTPS	06/02/23 - EFTPS	191.90
			06/16/2023 - EFTPS	203.56
			06/30/2023 - EFTPS	217.19
		LLOYD HAROLD	SERVICE CALL - STORM WATER	450.00
			STORM LIFT STATION WWTP	1,130.00
		NITEL, INC.	MAR-JUN '23 INTERNET SERV	63.33
		NEXTIVA, INC.	PHONE SERVICES	15.18
		PAYCHEX	06/02/23 - PAYROLL SERVICE	9.28
			06/16/23 - PAYROLL SERVICE	9.80
			06/30/23 - PAYROLL	10.96
		FORTILINE WATERWORKS	REDUCE, GASKET, BOLTS, NUT	1,939.52
		BLUE CROSS & BLUE SHIELD	JUNE 2023 - BCBS INSURANCE	844.84
		PRINCIPLE LIFE INSURANCE COMPANY	JUNE 2023 - LIFE, DENTAL,	4.20
			JUNE 2023 - LIFE, DENTAL,	53.78
			JUNE 2023 - LIFE, DENTAL,	15.52
		INFINITY TECHNOLOGY SERVICES	FULLY MANAGED IT SERVICES	76.59
		BLUE CARDINAL CHEMICAL	HANGING ODOR ENDER	425.92
		ONE SOURCE SAFETY AND TRAINING INC	CRANE INSPECTIONS	264.29

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	19,173.64
SEWER COLLECTION	SEWER	CITY OF OSAWATOMIE	UTILITY BILLS	40.39
			UTILITY BILLS	112.51
			UTILITY BILLS	49.03
			UTILITY BILLS	1,005.71
		TRI-COUNTY ICE CO INC	CAR WASH TOKENS	20.00
		PAT'S SIGNS	LOGO DETAILS FOR VEHICLES	28.50
		KPERS	06/02/23 - KPERS & AFTER	309.82
			06/16/23 - KPERS	334.01
			06/30/23 - KPERS	304.79
		VANTAGEPOINT TRANSFER	ICMA - 06/02/23	9.38
			06/16/2023 - ICMA	9.37
			06/30/23 - ICMA	9.37
		EFTPS	06/02/23 - EFTPS	242.51
			06/16/2023 - EFTPS	262.14
			06/30/2023 - EFTPS	247.98
		NITEL, INC.	MAR-JUN '23 INTERNET SERV	47.14
		NEXTIVA, INC.	PHONE SERVICES	11.30
		PAYCHEX	06/02/23 - PAYROLL SERVICE	6.91
			06/16/23 - PAYROLL SERVICE	7.30
			06/30/23 - PAYROLL	8.16
		BLUE CROSS & BLUE SHIELD	JUNE 2023 - BCBS INSURANCE	649.05
		PRINCIPLE LIFE INSURANCE COMPANY	JUNE 2023 - LIFE, DENTAL,	63.14
			JUNE 2023 - LIFE, DENTAL,	16.20
		WEX BANK - ENTERPRISE P66	MAY 2023 FUEL BILL	172.98
		INFINITY TECHNOLOGY SERVICES	FULLY MANAGED IT SERVICES	57.01
			TOTAL:	4,024.70
NON-DEPARTMENTAL	REFUSE	WASTE MANAGEMENT	DUMPSTER DAY CLEANUP	34.51
			CURB SERVICE JUNE 2023	31,834.53
			BULK DROP OFF DAY	100.00
			TOTAL:	31,969.04
LIBRARY	LIBRARY	FIRST OPTION BANK	CAMERA & ACCESSORIES	156.98
			PERSONALIZED CUPS	207.43
			PERSONALIZED CUPS	18.43
			NERF ELITE ACE	100.67
			ICECREAM COOKIE CUTTER SET	19.48
			DRIED PRESSED FLOWERS	30.58
			BAKING & ACTIVITY DECORATI	45.28
			BAKING & ACTIVITY DECORATI	162.99
FIRE	RURAL FIRE	**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	102,585.41
			TOTAL:	103,290.39
NON-DEPARTMENTAL	INDUSTRIAL PROMOTI	KANSAS DEPT OF HEALTH & ENVIRO	5TH STREET TERR ADDITION	60.00
		MIAMI COUNTY TREASURER	2022 PROPERTY TAX - 2ND PA	6,585.82
			PROPTERTY TAX	47.10
		MISCELLANEOUS TETWILER, LEE	TETWILER, LEE:INDEMNIFICAT	5,000.00
		PETTY CASH	SURVEY 1312 6TH	21.00
			SURVEY 1312 6TH STREET DEE	38.00
		HERD, STANLEY J	CONTRACT PAYMENT 3 - ART	9,000.00
		LAMP RYNEARSON	5TH STREET TERR	2,040.00
			TOTAL:	22,791.92
PARKS & CEMETERIES	SPECIAL PARK & REC	CITY OF OSAWATOMIE	UTILITY BILLS	70.57

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		BG CONSULTANTS INC	#4 JOHN BROWN LEVEE LOOP	1,606.50
		MADDEN RENTAL LLOYD MADDEN	PORTABLE TOILET RENTAL	<u>125.00</u>
			TOTAL:	1,802.07
STREET AND ALLEYS	STREET IMPROVEMENT	FIRST OPTION BANK	BACKHOE LEASE PAYMENT	19,843.72
			BACKHOE LEASE PAYMENT	1,420.77
		GERKEN RENT-ALL INC	READY MIX 4000 PSI W/AIR P	<u>412.50</u>
			TOTAL:	21,676.99
NON-DEPARTMENTAL	TOURISM	PETTY CASH	OLD STONE CHURCH DEPOSIT	<u>100.00</u>
			TOTAL:	100.00
CABIN	TOURISM	FIRST OPTION BANK	PFAHZGRAFF PROPERTIES	1,318.14
			PFALTZGRAFF PROPERTIES	40,600.00
			MOTEL STAN HERD PROJECT	158.64
		KANSAS GAS SERVICE	GAS SERVICE	44.56
		PAT'S SIGNS	MAIN ST PLAZA SIGNS	121.50
			2 SIDED YARD SIGNS	70.00
		ACE PEST CONTROL LLC GARY COOPER	PEST CONTROL - JUNE 2023	37.50
		WASTE MANAGEMENT	CITY REFUSE SERVICES	57.18
		WINGERT SIGN COMPANY LLC	JUNE 2023 BILLBOARDS	1,650.00
		OZARK READY MIX COMPANY	BLOCKS FOR MAIN ST PLAZA	600.00
		TENPENNY LAW LLC	JUNE 2023 GOVERNMENT AFFAI	4,166.00
		WHITE CAP, LP	8X200 ULTRACURE NCF	2,138.36
		EYE COUGH ART LLC	CONCEPT SKETCH	<u>100.00</u>
			TOTAL:	51,061.88
JOHN BROWN JAMBOREE 2.	TOURISM	C & G MERCHANTS SUPPLY	CANDY - JOHN BROWN JAMBOREE	115.10
		HASTY AWARDS	RIBBONS FOR JAMBOREE	211.16
		GERKEN RENT-ALL INC	LIGHT TOWER PORTABLE	1,155.00
			JBK - PORTABLE TOILET RENT	1,225.84
		PETTY CASH	JAMBOREE PARADE WINNERS	300.00
			JAMBOREE PARADE WINNERS	200.00
			JAMBOREE PARADE WINNERS	<u>100.00</u>
			TOTAL:	3,307.10
LIGHTS ON THE LAKE	TOURISM	KANSAS DEPT OF REVENUE	MAY 2023 LOTL SALES TAX	2.60
			MAY 2023 LOTL SALES TAX	2.23
			MAY 2023 LOTL SALES TAX	9.64
		PAT'S SIGNS	LOTL SPONSER BANNER	256.00
			LOTL BANNER	128.00
		BMI	EVENT LICENSE 2023	421.00
		WE-B-SMOKIN INC	BBQ - LOTL	471.02
		MACEK, DAN	AD REIMBURSEMENT	1,408.27
		PARKIT	VALET PARKING - LOTL 2023	3,128.00
		SA ENTERTAINMENT KC	FACE PAINTERS	1,280.00
		AMAZING BALLOON CREATIONS	BALLOON CREATIONS LOTL 202	600.00
		KC PARTY RENTALS	BOUNCE EQUIPMENT - LOTL 20	5,667.97
		CARNIVAL TIMES, INC.	CARNIVAL RENTAL - LOTL 20	1,340.00
		PEREZ, RICHARD	PERFORMANCE - LOTL 2023	5,000.00
		JONES, JAMES	SOUND SETUP - LOTL 2023	7,000.00
		FENTON, ANDREW A	DREW 6 BAND - LOTL 2023	2,000.00
		SALAZAR, DAMIEN	PERFORMANCE - LOTL	<u>1,000.00</u>
			TOTAL:	29,714.73
COURSE OPERATIONS	GOLF COURSE	FIRST OPTION BANK	POTATO SALAD	95.76

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			PANS TOILET PAPER TRASH BA	26.06
			BEER	141.25
			BUNS	7.00
			DELI LB FOR RESALE	54.21
			DT PEPSI	15.00
			WATER	14.85
			LETTUCE, TOMATO, CHEESE	10.90
			ICEBAGS & STRAWS	112.45
			GOLF CART LOAN: JUNE 2023	3,314.58
			GOLF CART LOAN: JUNE 2023	738.46
		FAMILY CENTER FARM & HOME	PUMP HD 115V TRANSFER	509.99
		KANSAS DEPT OF REVENUE	MAY 2023 GOLF SALES TAX	579.79
			MAY 2023 GOLF SALES TAX	496.96
			MAY 2023 GOLF SALES TAX	2,153.48
		BEACHNER GRAIN INC	GLYSTAR PLUS & SPRAY TRACE	69.50
		MIDWEST DISTRIBUTORS	BEER	191.80
			BEER	261.85
			BEER	284.75
			BEER	238.50
		WAL-MART CAPITAL ONE	FOAM CUPS	71.96
			BUNS, MAYO, VEGGIES	28.88
			PORK BUTT, BUNS, BEANS, CO	144.51
			FOAM PLATES	5.42
			DISH SOAP	8.44
			BUNS & LETTUCE	11.64
			BOTTLED WATER	10.72
			BUNS, PRODUCE,	27.06
		TURFWERKS	WIRE TRACER FOR IRRIGATION	766.86
		ACE PEST CONTROL LLC GARY COOPER	PEST CONTROL - JUNE 2023	62.50
		CRAWFORD SALES COMPANY	BEER	404.90
			BEER	308.50
			BEER	633.75
			CRAWFORD SALES COMPANY	443.30
		DISH NETWORK	CABLE SERVICES	137.09
		MADDEN RENTAL LLOYD MADDEN	PORTABLE TOILET RENTAL	285.00
		FOLEY INDUSTRIES	BOLT HEX	10.08
		REINDERS INC	UREA SPRAY GRADE T-NEX	1,111.78
		CENTRAL STATES BEVERAGE COMPAN	BEER	267.84
			BEER	138.24
		WASTE MANAGEMENT	CITY REFUSE SERVICES	119.42
		GREATLIFE WARSAW LLC	JUNE 2023 MONTHLY CONSULTI	416.00
		MFA OIL COMPANY	FUEL - GOLF COURSE	2,004.65
		HEARTLAND COCA COLA BOTTLING COMPANY	CORE SPA, DR PEP, SPORTS D	316.53
			CORE SPA, RT BEER, COKE, S	373.08
		B & B TECHNOLOGIES INC	200 PSI GAUGE/TI CONTROL	76.49
		FAMILY MEDICINE CLINICS OF MCMC	PRE EMPLOYMENT PHYSICALS	282.00
		KPERS	06/02/23 - KPERS & AFTER	302.62
			06/16/23 - KPERS	309.90
			06/30/23 - KPERS	284.79
		VANTAGEPOINT TRANSFER	ICMA - 06/02/23	12.50
			06/16/2023 - ICMA	12.50
			06/30/23 - ICMA	12.50
		EFTPS	06/02/23 - EFTPS	565.50
			06/16/2023 - EFTPS	596.81
			06/30/2023 - EFTPS	669.30
		SRIXON / CLEVELAND GOLF / XXIO	SRXL PATCH COLLECTION 12PK	160.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		EVERGY	UTILITY BILLS	1,135.39
		SYSCO KANSAS CITY, INC.	CANDY, CHIPS, FRANKS, PATT	1,061.06
			CANDY, PATTY, BRAT, CHICKE	34.45
			CANDY, PATTY, BRAT, CHICKE	978.22
		NITEL, INC.	MAR-JUN '23 INTERNET SERV	157.60
		NEXTIVA, INC.	PHONE SERVICES	37.78
		PAYCHEX	06/02/23 - PAYROLL SERVICE	23.09
			06/16/23 - PAYROLL SERVICE	24.39
			06/30/23 - PAYROLL	27.27
		FOLDS OF HONOR	2023 DONATIONS	800.00
		MIDDLE OF THE MAP, LLC	DECODERS	2,650.00
		BLUE CROSS & BLUE SHIELD	JUNE 2023 - BCBS INSURANCE	1,616.24
		PRINCIPLE LIFE INSURANCE COMPANY	JUNE 2023 - LIFE, DENTAL,	8.40
			JUNE 2023 - LIFE, DENTAL,	97.88
			JUNE 2023 - LIFE, DENTAL,	24.22
		BRIGHTSPEED	PHONE & INTERNET SERVICES	112.50
		INFINITY TECHNOLOGY SERVICES	FULLY MANAGED IT SERVICES	190.60
		ONE SOURCE SAFETY AND TRAINING INC	CRANE INSPECTIONS	264.29
		**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	<u>254,704.35</u>
			TOTAL:	284,657.93
CLUB HOUSE	GOLF COURSE	**PAYROLL EXPENSES	0/00/0000 - 99/99/9999	<u>15,270.00</u>
			TOTAL:	15,270.00
WWTP OPERATIONS	CIP - SEWER	BG CONSULTANTS INC	#31 - WWTP IMPROVEMENTS	28,467.05
		CROSSLAND HEAVY CONTRACTORS	MAY 2023 WWTP IMPROVEMENT	<u>69,349.99</u>
			TOTAL:	97,817.04
STREETS & ALLEYS	CIP - STREET PROJE	BG CONSULTANTS INC	#16 BROWN STREET IMPROVEME	46,977.50
		KILLOUGH CONSTRUCTION INC	PHASE 2 STREET PROJECT	113,995.98
			CHANGE ORDER #1	<u>34,434.56</u>
			TOTAL:	195,408.04
NON-DEPARTMENTAL	EMPLOYEE BENEFITS	CITY OF OSAWATOMIE	FLEX SPENDING - JUNE 2023	489.58
			FLEX SPENDING - JUNE 2023	468.75
		KANSAS DEPT OF REVENUE	06/02/2023 - STATE TAXES	4,841.19
			06/16/23 - STATE TAXES	5,310.51
			06/30/23 - STATE TAXES	5,520.67
		KANSAS PAYMENT CENTER	GARNISHMENT - 06/02/23	1,856.61
			06/16/23 - GARNISHMENT	1,856.61
			06/30/23 - GARNISHMENT	1,812.30
		KPERS	06/02/23 - KPERS & AFTER	4,759.45
			KP & F - 06/02/23	2,388.15
			06/16/23 - KPERS	4,783.78
			06/15/23 - K P & F	2,636.73
			06/30/23 - KPERS	4,692.11
			06/30/23 - K P & F	2,590.72
			KPERS LIFE - JUNE 2023	198.68
		VANTAGEPOINT TRANSFER	ICMA - 06/02/23	1,361.91
			06/16/2023 - ICMA	1,448.54
			06/30/23 - ICMA	1,438.25
		EFTPS	06/02/23 - EFTPS	17,922.81
			06/16/2023 - EFTPS	19,900.99
			06/30/2023 - EFTPS	20,695.44
		IL STATE DISBURSEMENT	06/02/23 - GARNISHMENT	88.15
			06/16/23 - GARNISHMENT	88.15

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			06/30/23 - GARNISHMENT	88.15
		BLUE CROSS & BLUE SHIELD	JUNE 2023 - BCBS INSURANCE	15,939.72
			JUNE 2023 - BCBS INSURANCE	7,719.09
		PRINCIPLE LIFE INSURANCE COMPANY	JUNE 2023 - LIFE, DENTAL,	509.01
			JUNE 2023 - LIFE, DENTAL,	479.77
		AMERICAN PUBLIC LIFE	JUNE ACCIDENT, ILLNESS, DI	<u>1,037.84</u>
			TOTAL:	132,923.66
NON-DEPARTMENTAL	EMPLOYEE BENEFITS	KPERS	06/02/23 - KPERS & AFTER	3,652.65
			KP & F - 06/02/23	7,635.36
			06/16/23 - KPERS	3,518.26
			06/15/23 - K P & F	8,430.12
			06/30/23 - KPERS	3,581.92
			06/30/23 - K P & F	8,283.09
		VANTAGEPOINT TRANSFER	ICMA - 06/02/23	352.00
			06/16/2023 - ICMA	345.45
			06/30/23 - ICMA	368.31
		EFTPS	06/02/23 - EFTPS	5,639.79
			06/16/2023 - EFTPS	6,560.66
			06/30/2023 - EFTPS	6,370.23
		BLUE CROSS & BLUE SHIELD	JUNE 2023 - BCBS INSURANCE	26,253.84
		PRINCIPLE LIFE INSURANCE COMPANY	JUNE 2023 - LIFE, DENTAL,	163.78
			JUNE 2023 - LIFE, DENTAL,	1,508.32
			JUNE 2023 - LIFE, DENTAL,	<u>382.42</u>
			TOTAL:	83,046.20
NON-DEPARTMENTAL	CAFETERIA 125	SURENCY LIFE & HEALTH	JUNE 2023 FSA	<u>54.00</u>
			TOTAL:	54.00

===== FUND TOTALS =====

***	*** INVALID FUND ***	2,537,693.45
01	GENERAL OPERATING	4,665,359.35
02	WATER	539,502.31
03	ELECTRIC	998,851.28
04	SEWER	285,657.17
05	REFUSE	31,969.04
06	LIBRARY	704.98
08	RURAL FIRE	102,585.41
09	INDUSTRIAL PROMOTION	22,791.92
11	SPECIAL PARK & RECREATION	1,802.07
12	STREET IMPROVEMENTS	21,676.99
13	TOURISM	84,183.71
18	GOLF COURSE	299,927.93
24	CIP - SEWER	97,817.04
25	CIP - STREET PROJECT	195,408.04
31	EMPLOYEE BENEFITS	215,969.86
32	CAFETERIA 125	54.00

GRAND TOTAL: 10,101,954.55

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-OSAWATOMIE KS
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 0/00/0000 THRU 99/99/9999
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 6/01/2023 THRU 6/30/2023
CHECK DATE: 0/00/0000 THRU 99/99/9999

PAYROLL SELECTION

PAYROLL EXPENSES: YES
EXPENSE TYPE: GROSS
CHECK DATE: 0/00/0000 THRU 99/99/9999

PRINT OPTIONS

PRINT DATE: None
SEQUENCE: By Department
DESCRIPTION: Distribution
GL ACCTS: NO
REPORT TITLE: C O U N C I L R E P O R T - 2 0 2 3 - 0 6
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO



Osawatomie
KANSAS
439 Main Street | P.O. Box 37
Osawatomie, KS 66064
(913) 755-2146

SPECIAL EVENTS PERMIT APPLICATION for MILE ZERO TRAILHEAD

Office Use Only
Date Record

Submitted _____

Tourism Approved _____

KDWP Approved _____
(If Applicable)

Council Approved _____

1. NAME OF APPLICANT AND/OR ORGANIZATION
Debbie McQuay Stamp Out Suicide

2. CONTACT PHONE NO., ADDRESS, AND EMAIL
913-731-8263 P.O. Box 672 Lacygne, Ks 66040

3. TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR (RACE, FUNDRAISER WALK, BIKE EVENT, ETC.)
Fundraiser Walk

4. REQUESTING ACCESS TO

ELECTRIC HOOKUP

WATER HOOKUP

TABLE/CHAIR/TENT STORAGE BOX

5. WILL EVENT REQUIRE ACCESS TO STATE PORTION OF FLINT HILLS TRAIL? YES NO

IF YES, HAS A STATE PERMIT BEEN COMPLETED AND APPROVED? YES NO

6. DATE(S) AND TIME(S) FOR PERMIT, INCLUDING SET UP AND TEAR DOWN:
Sept. 16, 2023 7:00 - 1:00 pm

7. ENTRY TO EVENT: FEE YES NO
PUBLIC OR PRIVATE

8. TRAFFIC OR POLICE ASSISTANCE REQUESTED? YES NO
IF YES, TIMEFRAME AND NUMBER OF OFFICERS REQUESTED

9. # OF EXPECTED ATTENDEES:
100-150

10. WILL ALCOHOL OR CMB FOR PERSONAL CONSUMPTION BE ALLOWED AT THE EVENT? YES NO
WILL CMB BE SOLD AT THE EVENT? YES NO
WILL THERE BE AN ENTRY FEE TO THE AREA WHERE CMB IS PROVIDED BY A THIRD PARTY? YES NO
IF YES TO ANY OF THE ABOVE, APPLICANT DATE OF BIRTH IS REQUIRED _____

11. APPLICANT AGREES TO ABIDE BY THE ATTACHED RULES OF CONDUCT AND OPERATIONS POLICY FOR THE DURATION OF THEIR EVENT, OR RISKS PENALTY AND FORFEITURE OF ANY DEPOSITS YES NO

12. IS THERE LIABILITY INSURANCE COVERAGE FOR THE EVENT YES NO
IF YES, NAME OF INSURANCE COMPANY, AGENT Philadelphia Ins. Jaclyn St. Gelais
AMOUNT OF COVERAGE: \$100,000

STATEMENT OF APPLICANT

I HAVE REVIEWED THIS APPLICATION COMPLETELY AND EVERYTHING CONTAINED HEREIN IS TRUE AND CORRECT. I AGREE TO HOLD THE CITY OF OSAWATOMIE HARMLESS FROM AND AGAINST ANY LOSS, COST OR DAMAGE OF ANY NATURE ARISING OUT OF ANY ACTION OR CLAIM AGAINST THE CITY OF OSAWATOMIE OR ITS EMPLOYEES, IN CONNECTION WITH THE EVENT. I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF ALL ORDINANCES AND ATTACHMENTS AND I FULLY UNDERSTAND THAT I WILL BE HELD RESPONSIBLE FOR ANY VIOLATIONS OF STATE LAWS, CITY OF OSAWATOMIE ORDINANCES, AND ANY RESTRICTIONS OR REQUIREMENTS ASSOCIATED WITH THIS PERMIT AT THE LOCATION AND TIME SPECIFIED ON THIS PERMIT.

SIGNATURE Debbie McQuay DATE 6-26-23

PERMIT APPLICATION: APPROVED _____ DENIED _____
DECISION BY: _____ DATE OF DECISION: _____

COMMENTS: _____

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF OSAWATOMIE, KANSAS
HELD ON JULY 27, 2023**

The governing body met in regular session at the usual meeting place in the City, at 6:30 P.M., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

The Clerk reported that pursuant to the Notice of Note Sale heretofore duly given, bids for the purchase of General Obligation Temporary Notes, Series 2023-1, dated August 10, 2023, of the City had been received. A tabulation of the bids is set forth as *Exhibit A* hereto.

The governing body reviewed and considered the bids and it was found and determined that the bid of LOOP CAPITAL MARKETS, LLC, CHICAGO, ILLINOIS, was the best bid for the Notes, a copy of which is attached hereto as *Exhibit B*.

There was presented a Resolution entitled:

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2023-1, OF THE CITY OF OSAWATOMIE, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

Councilmember _____ moved that (a) the bid be accepted; and (b) the resolution be adopted. The motion was seconded by Councilmember _____. The motion was carried by a vote of the governing body as follows:

Yea: _____.

Nay: _____.

The Mayor declared the Resolution duly adopted and the Resolution was then duly numbered Resolution No. 1154 and was signed by the Mayor and attested by the Clerk.

* * * * *

(Other Proceedings)

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On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Osawatomie, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

**EXHIBIT A
BID TABULATION**

**\$7,685,000 CITY OF OSAWATOMIE, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES**

Dated: August 10, 2023
Series 2023-1

Sale Date: July 27, 2023
10:00 A.M., Central Time
Max Interest Rate: 6.846%

BIDDERS

**Osawatomie
\$7,685,000 General Obligation Temporary Notes, Series 2023-1**

Bidder Name	TIC
Loop Capital Markets, LLC	3.842137
Robert W. Baird & Co., Inc.	3.848215

EXHIBIT B

(BID OF PURCHASER)

**Osawatomie
\$7,850,000 General Obligation Temporary Notes, Series 2023-1**

For the aggregate principal amount of \$7,850,000.00, we will pay you \$7,825,979.00, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate:

Maturity Date	Amount \$	Coupon %	Yield %	Dollar Price	Bond Insurance
03/01/2027	7,850M	3.7500	3.5000	100.374	
Total Interest Cost:				\$1,047,484.38	
Discount:				\$24,021.00	
Net Interest Cost:				\$1,071,505.38	
TIC:				3.842137	
Total Insurance Premium:				\$0.00	
Time Last Bid Received On:07/27/2023 9:34:53 CDST					

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof. **SEE ATTACHED SCHEDULE FOR FINAL PRICING NUMBERS**

Bidder: Loop Capital Markets, LLC, New York, NY
 Contact: Jim Van Metre
 Title:
 Telephone:312-913-2257
 Fax:

Issuer Name: City of Osawatomie Company Name: _____

Accepted By: _____ Accepted By: _____

Date: _____ Date: _____

City of Osawatomie, Kansas

\$7,685,000 General Obligation Temporary Notes, Series 2023-1
 Issue Summary

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	YTM	Call Date	Call Price	Dollar Price
03/01/2027	Serial Coupon	3.750%	3.500%	7,685,000.00	100.374% c	3.636%	03/01/2025	100.000%	7,713,741.90
Total	-	-	-	\$7,685,000.00	-	-	-	-	\$7,713,741.90

Bid Information

Par Amount of Bonds	\$7,685,000.00
Reoffering Premium or (Discount)	28,741.90
Gross Production	\$7,713,741.90
Total Underwriter's Discount (0.680%)	\$(52,258.00)
Bid (99.694%)	7,661,483.90
Total Purchase Price	\$7,661,483.90
Bond Year Dollars	\$27,345.79
Average Life	3.558 Years
Average Coupon	3.7500000%
Net Interest Cost (NIC)	3.8359954%
True Interest Cost (TIC)	3.8421369%

RESOLUTION NO. 1154

OF

THE CITY OF OSAWATOMIE, KANSAS

ADOPTED

JULY 27, 2023

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

RESOLUTION

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RESOLUTION NO. 1154

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2023-1, OF THE CITY OF OSAWATOMIE, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

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

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

<u>Project Description</u>	<u>Ord./Res. No.</u>	<u>Authority (K.S.A.)</u>	<u>Amount*</u>
Water System Improvements	1111	65-163d <i>et seq.</i>	\$2,500,000
City Trail Project	3824	Kan. Const. Art. 12, § 5;	1,683,847
Main Trafficway Improvements	1136	K.S.A. 12-101	<u>2,500,000</u>
Total:		12-685 <i>et seq.</i>	<u>\$6,683,847</u>

*Exclusive of capitalized interest and costs of issuance

WHEREAS, the governing body of the Issuer is authorized by law to issue general obligation bonds to pay a portion of the costs of the Improvements; and

WHEREAS, it is necessary for the Issuer to provide cash funds (from time to time) to meet its obligations incurred in constructing the Improvements prior to the completion thereof and the issuance of the Issuer's general obligation bonds, and it is desirable and in the interest of the Issuer that such funds be raised by the issuance of temporary notes of the Issuer pursuant to the Act; and

WHEREAS, none of such temporary notes heretofore authorized have been issued and the Issuer proposes to issue its temporary notes to pay a portion of the costs of the Improvements; and

WHEREAS, the governing body of the Issuer has advertised the sale of the Notes and at a meeting held in the City on this date, awarded the sale of such Notes to the best bidder; and

WHEREAS, the governing body of the Issuer hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Notes in the principal amount of \$7,685,000 to pay the costs of the Improvements, including capitalized interest on the Notes, and Costs of Issuance.

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

ARTICLE I

DEFINITIONS

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

“**Act**” means the Constitution, particularly Article 12 § 5 thereof, and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, specifically including K.S.A. 10-123, K.S.A. 10-620 *et seq.*, K.S.A. 12-101, K.S.A. 12-685 *et seq.*, and K.S.A. 65-163d *et seq.*, all as amended and supplemented from time to time.

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

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

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

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

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

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

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

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

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

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

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

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

“Dated Date” means August 10, 2023.

“Debt Service Account” means the Debt Service Account for General Obligation Temporary Notes, Series 2023-1 (within the Bond and Interest Fund) created pursuant to **Section 501** hereof.

“Debt Service Requirements” means the aggregate principal payments and interest payments on the Notes for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

“Defaulted Interest” means interest on any Note which is payable but not paid on any Interest Payment Date.

“Defeasance Obligations” means any of the following obligations:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Federal Tax Certificate” means the Issuer's Federal Tax Certificate dated as of the Issue Date, as the same may be amended or supplemented in accordance with the provisions thereof.

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

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

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

“Improvement Fund” means the Improvement Fund for General Obligation Temporary Notes, Series 2023-1 created pursuant to *Section 501* hereof.

“Improvements” means the improvements referred to in the preamble to this Note Resolution and any Substitute Improvements.

“Independent Accountant” means an independent certified public accountant or firm of independent certified public accountants at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Independent Accountant by this Note Resolution.

“Interest Payment Date(s)” means the Stated Maturity of an installment of interest on any Note which shall be March 1 and September 1 of each year, commencing March 1, 2024.

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

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

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

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

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

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

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

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

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

“Notes” means the General Obligation Temporary Notes, Series 2023-1, authorized and issued by the Issuer pursuant to this Note Resolution.

“Notice Address” means with respect to the following entities:

(a) To the Issuer at:

439 Main St.
Osawatomie, Kansas 66064
Fax: (913) 755-4164

(b) To the Paying Agent at:

State Treasurer of the State of Kansas
Landon Office Building
900 Southwest Jackson, Suite 201
Topeka, Kansas 66612-1235
Fax: (785) 296-6976

(c) To the Purchaser:

Loop Capital Markets, LLC
111 West Jackson Blvd.
Suite 1901
Chicago, Illinois 60604
Fax: (312) 443-7225

“Notice Representative” means:

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

“Official Statement” means Issuer’s Official Statement relating to the Notes.

“Outstanding” means, when used with reference to the Notes, as of a particular date of determination, all Notes theretofore authenticated and delivered, except the following Notes:

- (a) Notes theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Notes deemed to be paid in accordance with the provisions of *Article VII* hereof; and
- (c) Notes in exchange for or in lieu of which other Notes have been authenticated and delivered hereunder.

“Owner” when used with respect to any Note means the Person in whose name such Note is registered on the Note Register. Whenever consent of the Owners is required pursuant to the terms of this Note Resolution, and the Owner of the Notes, as set forth on the Note Register, is Cede & Co., the term Owner shall be deemed to be the Beneficial Owner of the Notes.

“Participants” means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

“Paying Agent” means the State Treasurer, and any successors and assigns.

“Permitted Investments” shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the Issuer's temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the Issuer is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating

categories by Moody's or Standard & Poor's; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f), all as may be further restricted or modified by amendments to applicable State law.

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

“Purchase Price” means the principal amount of the Notes, less an underwriting discount of \$23,516.10.

“Purchaser” means Loop Capital Markets, LLC, Chicago, Illinois, the original purchaser of the Notes, and any successors and assigns.

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

“Rebate Fund” means the Rebate Fund for General Obligation Temporary Notes, Series 2023-1 created pursuant to *Section 501* hereof.

“Record Dates” for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

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

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

“Replacement Notes” means Notes issued to the Beneficial Owners of the Notes in accordance with *Article II* hereof.

“SEC Rule” means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

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

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

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

“**State**” means the state of Kansas.

“**State Treasurer**” means the duly elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

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

“**Substitute Improvements**” means the substitute or additional improvements of the Issuer described in *Article V* hereof.

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

“**United States Government Obligations**” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the Issuer.

ARTICLE II

AUTHORIZATION AND DETAILS OF THE NOTES

Section 201. Authorization of the Notes. There shall be issued and hereby are authorized and directed to be issued the General Obligation Temporary Notes, Series 2023-1, of the Issuer in the principal amount of \$7,685,000, for the purpose of providing funds to: (a) pay the costs of the Improvements; and (b) pay Costs of Issuance.

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

Stated Maturity	Principal	Annual Rate
<u>March 1</u>	<u>Amount</u>	<u>of Interest</u>
2027	\$7,685,000	3.750%

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

Each of the Notes, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be

substantially in the form attached hereto as **EXHIBIT A** or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq.*

Section 203. Designation of Paying Agent and Note Registrar. The State Treasurer is hereby designated as the Paying Agent for the payment of principal of and interest on the Note and Note Registrar with respect to the registration, transfer and exchange of Notes. The Mayor of the Issuer is hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Note Registrar and Paying Agent for the Notes.

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

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

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

The principal or Redemption Price of each Note shall be paid at Maturity to the Person in whose name such Note is registered on the Note Register at the Maturity thereof, upon presentation and surrender of such Note at the principal office of the Paying Agent. The interest payable on each Note on any Interest Payment Date shall be paid to the Owner of such Note as shown on the Note Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Note Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Notes, by electronic transfer to such Owner upon written notice given to the Note Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Note shall cease to be payable to the Owner of such Note on the relevant Record Date and shall be payable to the Owner in whose name such Note is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Note and the date of the proposed payment (which date shall be at least 45 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed

payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Owner of a Note entitled to such notice at the address of such Owner as it appears on the Note Register not less than 10 days prior to such Special Record Date.

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

Section 205. Payments Due on Saturdays, Sundays and Holidays. In any case where a Note Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Note Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Note Payment Date, and no interest shall accrue for the period after such Note Payment Date.

Section 206. Registration, Transfer and Exchange of Notes. The Issuer covenants that, as long as any of the Notes remain Outstanding, it will cause the Note Register to be kept at the office of the Note Registrar as herein provided. Each Note when issued shall be registered in the name of the Owner thereof on the Note Register.

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

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

In all cases in which the privilege of transferring or exchanging Notes is exercised, the Note Registrar shall authenticate and deliver Notes in accordance with the provisions of this Note Resolution. The Issuer shall pay the fees and expenses of the Note Registrar for the registration, transfer and exchange of Notes provided for by this Note Resolution and the cost of printing a reasonable supply of registered note blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Note Registrar, are the responsibility of the Owners of the Notes. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Notes.

The Issuer and the Note Registrar shall not be required (a) to register the transfer or exchange of any Note that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to *Article III* hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Note during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to this *Article II*.

The Issuer and the Paying Agent may deem and treat the Person in whose name any Note is registered on the Note Register as the absolute Owner of such Note, whether such Note is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Note and for all other purposes. All payments so made to any such Owner or upon the Owner's

order shall be valid and effective to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

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

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

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

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

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

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

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

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

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

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

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

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

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

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Note. Upon the issuance of Replacement

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

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

Section 211. Nonpresentment of Notes. If any Note is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Note have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Note shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Note, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Note Resolution or on, or with respect to, said Note. If any Note is not presented for payment within four (4) years following the date when such Note becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Note, and such Note shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 212. Preliminary and Final Official Statement. The Preliminary Official Statement relating to the Notes, is hereby ratified and approved. For the purpose of enabling the Purchaser to comply with the requirements of Section (b)(1) of the SEC Rule, the Issuer hereby deems the information regarding the Issuer contained in the Preliminary Official Statement to be “final” as of its date, except for the omission of such information as is permitted by Section (b)(1) of the SEC Rule, and the Mayor or chief financial officer of the Issuer are hereby authorized, if requested, to provide the Purchaser a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of the SEC Rule.

The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor or chief financial officer of the Issuer are hereby authorized to execute the final Official Statement as so supplemented, amended and completed, and the use and public distribution of the final Official Statement by the Purchaser in connection with the reoffering of the Notes is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

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

Section 213. Sale of the Notes. The sale of the Notes to the Purchaser is hereby ratified and confirmed. The Mayor and Clerk are hereby authorized to execute the official bid form submitted by the Purchaser. Delivery of the Notes shall be made to the Purchaser on the Issue Date (which shall be as soon as practicable after the adoption of this Note Resolution), upon payment of the Purchase Price.

ARTICLE III

REDEMPTION OF NOTES

Section 301. Redemption by Issuer.

Optional Redemption. At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity on March 1, 2025, and thereafter, as a whole or in part (selection of maturities and the amount of Notes of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

Section 302. Selection of Notes to be Redeemed. Notes shall be redeemed only in an Authorized Denomination. When less than all of the Notes are to be redeemed and paid prior to their Stated Maturity, such Notes shall be redeemed in such manner as the Issuer shall determine. Notes of less than a full Stated Maturity shall be selected by the Note Registrar in a minimum Authorized Denomination of principal amount in such equitable manner as the Note Registrar may determine.

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

Section 303. Notice and Effect of Call for Redemption. In the event the Issuer desires to call the Notes for redemption prior to maturity, written notice of such intent shall be provided to the Note Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Note Registrar shall call Notes for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Note Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption

Date and Redemption Prices of the Notes to be called for redemption. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in this Section are met.

Unless waived by any Owner of Notes to be redeemed, if the Issuer shall call any Notes for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its intention to call and pay said Notes to the Note Registrar and the Purchaser. In addition, the Issuer shall cause the Note Registrar to give written notice of redemption to the Owners of said Notes. Each of said written notices shall be deposited in the United States first class mail not less than 30 days prior to the Redemption Date.

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

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

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

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

For so long as the Securities Depository is effecting book-entry transfers of the Notes, the Note Registrar shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Note (having been mailed notice from the Note Registrar, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Note so affected, shall not affect the validity of the redemption of such Note.

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

In addition to the foregoing notice, the Issuer shall provide such notices of redemption as are required by the Disclosure Undertaking. Further notice may be given by the Issuer or the Note Registrar on behalf of the Issuer as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed:

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the CUSIP numbers of all Notes being redeemed; (2) the date of issue of the Notes as originally issued; (3) the rate of interest borne by each Note being redeemed; (4) the maturity date of each Note being redeemed; and (5) any other descriptive information needed to identify accurately the Notes being redeemed.

(b) Each further notice of redemption shall be sent at least one day before the mailing of notice to Owners by first class, registered or certified mail or overnight delivery, as determined by the Note Registrar, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Notes and to one or more national information services that disseminate notices of redemption of obligations such as the Notes.

(c) Each check or other transfer of funds issued for the payment of the Redemption Price of Notes being redeemed shall bear or have enclosed the CUSIP number of the Notes being redeemed with the proceeds of such check or other transfer.

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

ARTICLE IV

SECURITY FOR NOTES

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

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

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

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

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF NOTE PROCEEDS

Section 501. Creation of Funds and Accounts. Simultaneously with the issuance of the Notes, there shall be created within the Treasury of the Issuer the following funds and accounts:

- (a) Improvement Fund for General Obligation Temporary Notes, Series 2023-1.
- (b) Debt Service Account for General Obligation Temporary Notes, Series 2023-1.
- (c) Rebate Fund for General Obligation Temporary Notes, Series 2023-1.
- (d) Costs of Issuance Account for General Obligation Temporary Notes, Series 2023-1.

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

Section 502. Deposit of Note Proceeds. The net proceeds received from the sale of the Notes shall be deposited simultaneously with the delivery of the Notes as follows:

- (a) An amount necessary to pay the Costs of Issuance shall be deposited in the Costs of Issuance Account.
- (b) The remaining balance of the proceeds derived from the sale of the Notes shall be deposited in the Improvement Fund.

Section 503. Application of Moneys in the Improvement Fund. Moneys in the Improvement Fund shall be used for the sole purpose of: (a) paying the costs of the Improvements, in accordance with the plans and specifications therefor prepared by the Consulting Engineer heretofore approved by the governing body of the Issuer and on file in the office of the Clerk, including any alterations in or amendments to said plans and specifications deemed advisable by the Consulting Engineer and approved by the governing body of the Issuer; (b) paying interest on the Notes during construction of the Improvements; (c) paying Costs of Issuance; and (d) transferring any amounts to the Rebate Fund required by this *Article V*.

Withdrawals from the Improvement Fund shall be made only when authorized by the governing body of the Issuer and only on duly authorized and executed warrants therefor accompanied by a certificate executed by the Clerk (or designate) that such payment is being made for a purpose within the scope of this Note Resolution and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof. Authorizations for withdrawals for other authorized purposes shall be supported by a certificate executed by the Clerk (or

designate) stating that such payment is being made for a purpose within the scope of this Note Resolution. Upon completion of the Improvements, any surplus remaining in the Improvement Fund shall be deposited in the Debt Service Account.

Section 504. Substitution of Improvements; Reallocation of Proceeds.

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

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

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

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

Section 506. Application of Moneys in the Rebate Fund.

(a) There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Federal Tax Certificate. All money at any time deposited in the Rebate Fund shall be held in trust, to the extent required to satisfy the Rebate Amount (as defined in the Federal Tax Certificate), for payment to the United States of America, and neither the Issuer nor the Owner of any Notes shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and the Federal Tax Certificate.

(b) The Issuer shall periodically determine the arbitrage rebate, if any, under Code § 148(f) of the Code in accordance with the Federal Tax Certificate, and the Issuer shall make payments to the United States of America at the times and in the amounts determined under the Federal Tax Certificate. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Notes and payment and satisfaction of any Rebate Amount, or provision made therefor, shall be deposited into the Bond and Interest Fund.

(c) Notwithstanding any other provision of this Note Resolution, including in particular *Article VII* hereof, the obligation to pay arbitrage rebate to the United States of America and to comply with all other requirements of this Section and the Federal Tax Certificate shall survive the defeasance or payment in full of the Notes.

Section 507. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such depositories shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

Moneys held in any Fund or Account may be invested in accordance with this Note Resolution and the Federal Tax Certificate in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account; provided that, during the period of construction of the Improvements, earnings on the investment of such funds may be credited to the Debt Service Account.

Section 508. Application of Moneys in the Costs of Issuance Account. Moneys in the Costs of Issuance Account shall be used by the Issuer to pay the Costs of Issuance. Any funds remaining in the Costs of Issuance Account, after payment of all Costs of Issuance, but not later than the later of 90 days after the issuance of the Notes, shall be transferred to the Improvement Fund until completion of the Improvements and thereafter to the Debt Service Account.

ARTICLE VI

DEFAULT AND REMEDIES

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

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the Issuer and its officers, agents and employees, and to require and

compel duties and obligations required by the provisions of the Note Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the Issuer, its officers, agents and employees to account as if they were the trustees of an express trust; and

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

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

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

ARTICLE VII

DEFEASANCE

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

of or Redemption Price of said Notes and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Notes, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Notes, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Note Registrar to give such notice of redemption in compliance with *Article III*. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Notes, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Notes, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Note Resolution.

ARTICLE VIII

TAX COVENANTS

Section 801. General Covenants. The Issuer covenants and agrees that: it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Notes; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor and Clerk are hereby authorized and directed to execute the Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. The Issuer will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Notes will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

Section 802. Survival of Covenants. The covenants contained in this Article and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Notes pursuant to *Article VII* hereof or any other provision of this Note Resolution until such time as is set forth in the Federal Tax Certificate.

ARTICLE IX

CONTINUING DISCLOSURE REQUIREMENTS

Section 901. Disclosure Requirements. The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, the provisions of which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

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

equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1001. Annual Audit. Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Notes, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the governing body of the Issuer shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Note Resolution, the Issuer shall promptly cure such deficiency.

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

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

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

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

Every amendment or modification of the provisions of the Notes or of this Note Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution or

ordinance adopted by the governing body of the Issuer amending or supplementing the provisions of this Note Resolution and shall be deemed to be a part of this Note Resolution. A certified copy of every such amendatory or supplemental resolution or ordinance, if any, and a certified copy of this Note Resolution shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the Owner of any Note or a prospective purchaser or owner of any Note authorized by this Note Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or ordinance or of this Note Resolution will be sent by the Clerk to any such Owner or prospective Owner.

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

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

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

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

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

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

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

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

Section 1005. Electronic Transactions. The transactions described in this Note Resolution may be conducted, and documents related to the Notes may be sent, received, executed, and stored, by electronic means or transmissions. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

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

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

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

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

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ADOPTED by the governing body of the Issuer on July 27, 2023.

(SEAL)

Mayor

ATTEST:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Note Resolution of the Issuer adopted by the governing body on July 27, 2023, as the same appears of record in my office.

DATED: July 27, 2023.

Clerk

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EXHIBIT A
(FORM OF NOTES)

**REGISTERED
NUMBER _____**

**REGISTERED
\$**

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation (“DTC”), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

**UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF MIAMI
CITY OF OSAWATOMIE
GENERAL OBLIGATION TEMPORARY NOTE
SERIES 2023-1**

**Interest
Rate:**

**Maturity
Date:**

**Dated
Date: August 10, 2023**

CUSIP:

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Osawatomie, in the County of Miami, State of Kansas (the “Issuer”), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on March 1 and September 1 of each year, commencing March 1, 2024 (the “Interest Payment Dates”), until the Principal Amount has been paid.

Method and Place of Payment. The principal or redemption price of this Note shall be paid at maturity or upon earlier redemption to the person in whose name this Note is registered at the maturity or redemption date thereof, upon presentation and surrender of this Note at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent” and “Note Registrar”). The interest payable on this Note on any Interest Payment Date shall be paid to the person in whose name this Note is registered on the registration books maintained by the Note Registrar at the close of business on the Record Date(s) for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next

preceding the Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Note Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Notes, by electronic transfer to such Owner upon written notice given to the Note Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Notes shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Note Resolution.

Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Note Resolution.

Authorization of Notes. This Note is one of an authorized series of Notes of the Issuer designated “General Obligation Temporary Notes, Series 2023-1,” aggregating the principal amount of \$7,685,000 (the “Notes”) issued for the purposes set forth in the Resolution of the Issuer authorizing the issuance of the Notes (the “Note Resolution”). The Notes are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution, particularly Art. 12 § 5 thereof, and laws of the State of Kansas, including K.S.A. 10-123, K.S.A. 12-101, K.S.A. 12-685 *et seq.*, and K.S.A. 65-163d *et seq.*, as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

General Obligations. The Notes constitute general obligations of the Issuer payable as to both principal and interest from the proceeds of general obligation bonds of the Issuer, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby pledged for the payment of the principal of and interest on this Note and the issue of which it is a part as the same respectively become due.

Redemption Prior to Maturity. The Notes are subject to redemption prior to maturity as set forth in the Note Resolution.

Book-Entry System. The Notes are being issued by means of a book-entry system with no physical distribution of note certificates to be made except as provided in the Note Resolution. One Note certificate with respect to each date on which the Notes are stated to mature or with respect to each form of Notes, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Notes by the Securities Depository's participants, beneficial ownership of the Notes in Authorized Denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Note Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Note, as the owner of this Note for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Note, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Notes by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Note Registrar will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities

Depository nominee is the owner of this Note, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Note shall be made in accordance with existing arrangements among the Issuer, the Note Registrar and the Securities Depository.

Transfer and Exchange. EXCEPT AS OTHERWISE PROVIDED IN THE NOTE RESOLUTION, THIS GLOBAL NOTE MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. This Note may be transferred or exchanged, as provided in the Note Resolution, only on the Note Register kept for that purpose at the principal office of the Note Registrar, upon surrender of this Note together with a written instrument of transfer or authorization for exchange satisfactory to the Note Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Note or Notes in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Note Resolution and upon payment of the charges therein prescribed. The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Notes and the cost of a reasonable supply of note blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Note is registered on the Note Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Notes are issued in fully registered form in Authorized Denominations.

Authentication. This Note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Note Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Note Registrar.

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

IN WITNESS WHEREOF, the Issuer has caused this Note to be executed by the manual, electronic or facsimile signature of its Mayor and attested by the manual, electronic or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

CITY OF OSAWATOMIE, KANSAS

(Facsimile Seal)

By: _____ (manual or facsimile)
Mayor

ATTEST:

By: _____ (manual or facsimile)
Clerk

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

(Facsimile Seal)

By: _____ (manual or facsimile)
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

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

Registration Date: _____

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

By: _____

Registration Number: 0213-061-081023-____

LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of such Notes:

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

(PRINTED LEGAL OPINION)

NOTE ASSIGNMENT

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

(Name and Address)

(Social Security or Taxpayer Identification No.)

the Note to which this assignment is affixed in the outstanding principal amount of \$_____, standing in the name of the undersigned on the books of the Note Registrar. The undersigned do(es) hereby

irrevocably constitute and appoint _____ as agent to transfer said Note on the books of said Note Registrar with full power of substitution in the premises.

Dated _____

Name

Social Security or
Taxpayer Identification No.

Signature (Sign here exactly as name(s)
appear on the face of Certificate)

Signature guarantee:

By _____

CERTIFICATE OF CLERK

STATE OF KANSAS)
) SS.
COUNTY OF MIAMI)

The undersigned, Clerk of the City of Osawatimie, Kansas, does hereby certify that the within Note has been duly registered in my office according to law as of August 10, 2023.

WITNESS my hand and official seal.

(Facsimile Seal)

(facsimile)
Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

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

WITNESS my hand and official seal.

(Facsimile Seal)

By: _____
(facsimile)
Treasurer of the State of Kansas

Loop Capital Markets, LLC - New York , NY's Bid



**Osawatomie
\$7,850,000 General Obligation Temporary Notes, Series 2023-1**

For the aggregate principal amount of \$7,850,000.00, we will pay you \$7,825,979.00, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate:

Maturity Date	Amount \$	Coupon %	Yield %	Dollar Price	Bond Insurance
03/01/2027	7,850M	3.7500	3.5000	100.374	

Total Interest Cost: \$1,047,484.38
 Discount: \$24,021.00
 Net Interest Cost: \$1,071,505.38
 TIC: 3.842137
 Total Insurance Premium: \$0.00
 Time Last Bid Received On: 07/27/2023 9:34:53 CDST

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof. SEE ATTACHED SCHEDULE FOR FINAL PRICING NUMBERS

Bidder: Loop Capital Markets, LLC, New York , NY
 Contact: Jim Van Metre
 Title:
 Telephone: 312-913-2257
 Fax:

Issuer Name: City of Osawatomie Company Name: Loop Capital
 Accepted By: _____ Accepted By: Jim Van Metre
 Date: _____ Date: 7/27/23

* Subsequent to bid opening the issue size was decreased to \$7,685,000.
 Adjusted Price - \$7,661,483.90 Adjusted Net Interest Cost - \$1,048,983.30

TRANSCRIPT OF PROCEEDINGS

AUTHORIZING THE ISSUANCE

OF

\$7,685,000

CITY OF OSAWATOMIE, KANSAS

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

DATED AUGUST 10, 2023

Legal Opinion

**Gilmore & Bell, P.C.
Wichita, Kansas**

\$7,685,000
CITY OF OSAWATOMIE, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2023-1
DATED AUGUST 10, 2023

CLOSING LIST

The transcript of proceedings will be prepared in electronic format unless otherwise noted, for the above referenced issue (the “Notes”), and distributed as follows:

1. City of Osawatomie, Kansas (the “Issuer”)
2. Attorney General of the State of Kansas [*Original*]
3. State Treasurer, Topeka, Kansas (the “Paying Agent”)
4. Loop Capital Markets, LLC, Chicago, Illinois (the “Original Purchaser”)
5. Ehlers Municipal Advisors, Roseville, Minnesota (the “Financial Advisor”)
6. Gilmore & Bell, P.C., Wichita, Kansas (“Bond Counsel”)

Document
Number

PROCEEDINGS AUTHORIZING THE IMPROVEMENTS

1. **Water System Improvements**
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 1111
 - Resolution No. 1111 authorizing public water supply system improvements
2. **City Trail Project**
 - Excerpt of Minutes of the governing body meeting evidencing passage of Ordinance No. 3824
 - Ordinance No. 3824 authorizing city trail project
 - Summary of Ordinance No. 3824
 - Affidavit of publication of summary of Ordinance No. 3824

3. **Main Trafficway Improvements**
 - Minutes of the governing body meeting evidencing passage of Ordinance No. 3817
 - Ordinance No. 3817 designating certain streets main trafficways
 - Affidavit of publication of Ordinance No. 3817
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 1136
 - Resolution No. 1136 authorizing certain main trafficway improvements

**PROCEEDINGS AUTHORIZING THE SALE
AND ISSUANCE OF THE NOTES**

4. Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 1139
5. Resolution No. 1139 authorizing the offering for sale of the Notes
6. Notice of Note Sale, Preliminary Official Statement and Certificate Deeming Preliminary Official Statement
7. Official Statement
8. Continuing Disclosure Undertaking
9. Excerpt of Minutes of the governing body meeting evidencing acceptance of the best bid of the Original Purchaser and adoption of Resolution No. 1154
10. Resolution No. 1154 authorizing the issuance of the Notes and prescribing the form and details of the Notes

CLOSING DOCUMENTS

11. Transcript Certificate
 - Exhibit A* – Statement of Costs
 - Exhibit B* – Schedule of Outstanding General Obligation Indebtedness
12. Uniform Facsimile of Signature Certificate
13. Authorization of State Treasurer to use facsimile signature and seal
14. Specimen Note and Printer's Certificate
15. Agreement Between Issuer and Agent
16. DTC Blanket Letter of Representations
17. Closing Certificate
18. Federal Tax Certificate with attachments as follows:

- Exhibit A* – Internal Revenue Service Form 8038-G and evidence of filing
- Exhibit B* – Receipt for Purchase Price
- Exhibit C* – Receipt and Representation
- Exhibit D* – Description of Property Comprising the Financed Improvements [and List of Reimbursement Expenditures]
- Exhibit E* – Sample Annual Compliance Checklist
- Exhibit F* – Sample Final Written Allocation
- Schedule 1* – Debt Service Schedule & Proof of Yield

LEGAL OPINIONS

- 19. Approving legal opinion of Gilmore & Bell, P.C.
- 20. Approval letter of Attorney General

MISCELLANEOUS DOCUMENTS

- 21. Closing Letter

* * * * *

TRANSCRIPT CERTIFICATE

\$7,685,000
CITY OF OSAWATOMIE, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2023-1
DATED AUGUST 10, 2023

The undersigned Mayor and Clerk of the City of Osawatomie, Kansas (the “Issuer”), do hereby make this certificate for inclusion in the transcript of and as a part of the proceedings authorizing and providing for the issuance of the above described notes (the “Notes”); and do hereby certify as of July 27, 2023, as follows:

1. Meaning of Words and Terms. Capitalized words and terms used herein, unless otherwise defined herein or the context requires otherwise, shall have the same meanings ascribed to such words and terms in the hereinafter defined Note Resolution authorizing the Notes.

2. Organization. The Issuer is a legally constituted city of the second organized and existing under the laws of the State of Kansas.

3. Transcript of Proceedings. The transcript of proceedings (the “Transcript”) relating to the authorization and issuance of the Notes is to the best of our knowledge, information and belief full and complete; none of such proceedings have been modified, amended or repealed, except as might be shown in the Transcript, and the facts stated in the Transcript still exist. In each and every instance where copies appear in the Transcript, such copies are true and correct duplicates of the original instruments now on file with the Clerk.

4. Newspaper. The *Miami County Republic* was the official newspaper of the Issuer at all times during these proceedings.

5. Meetings. All of the meetings of the governing body of the Issuer at which action was taken as shown in the Transcript were either regular meetings or duly adjourned regular meetings or special meetings duly called and held in accordance with law and the ordinances and rules of the Issuer.

6. Incumbency of Officers. The following named persons were and are the duly qualified and acting officers of the Issuer at and during all the times when action was taken as indicated in the Transcript as follows:

<u>Name</u>	<u>Title</u>	<u>Term of Office</u>
Nick Hampson	Mayor	01/2022 to 01/2024
	Councilmember	10/2012 to 01/2022
Kevin Schasteen	Councilmember	02/2023 to 01/2026
Kenny Diehm	Councilmember	01/2018 to 01/2026
Daniel Macek	Councilmember	02/2017 to 01/2024
Lawrence Dickinson	Councilmember	04/2010 to 01/2024
Karen LaDuex	Councilmember	04/2010 to 01/2024
Dale Bratton	Councilmember	01/2022 to 01/2026

Tammy Filipin	Councilmember	01/2022 to 01/2026
Cathy Caldwell	Councilmember	03/2019 to 01/2024
Tammy Seamands	Clerk	12/2015 to Date
	Prior	
Kirk Wright	Councilmember	02/2014 to 01/2023

7. Execution of Notes. The Notes have been executed with manual or facsimile signatures; and the manual or facsimile signatures appearing on the Notes are manual or facsimiles of the true and genuine signatures of the Mayor and Clerk of the Issuer. Each signature has either been duly filed in the office of the Secretary of State of Kansas pursuant to K.S.A. 75-4001 *et seq.* or executed in accordance with K.S.A. 16-1601 *et seq.* A facsimile of the seal of the Issuer is affixed to or imprinted on each of the Notes and at the place where the Clerk has executed by facsimile signature the Certificate of Registration; and each Note bears a Certificate of Registration evidencing the fact that it has been registered in the office of the Clerk. A true impression of the seal is set forth adjacent to the signature of the Clerk below. The specimen note included in the Transcript is in the form adopted by the governing body of the Issuer for the Notes.

8. Authorization and Purpose of the Notes. The Notes are being issued pursuant to Resolution No. 1154 (the “Note Resolution”) of the Issuer pursuant to K.S.A. 10-123 for the purpose of paying costs of issuance and paying the costs of certain capital improvements (the “Improvements”) authorized by the governing body of the Issuer pursuant to the Constitution, particularly Article 12 § 5 thereof, and statutes of the state of Kansas, including K.S.A. 12-101, K.S.A. 12-685 *et seq.*, and K.S.A. 65-163d *et seq.*, as amended, and all other applicable provisions of the laws of the State of Kansas.

The total principal amount of the Notes does not exceed the cost of the Improvements for which the Notes are issued. A Statement of Cost is attached hereto as **Exhibit A** and made a part hereof by reference as though fully set out herein.

The interest rates on the Notes on the date of the sale of the Notes were within the maximum legal limit for interest rates under K.S.A. 10-1009, as amended.

9. Indebtedness. The currently outstanding applicable indebtedness of the Issuer, including the Notes, does not exceed any applicable constitutional or statutory limitations. A Schedule of Bonded Indebtedness, which sets forth all currently outstanding general obligation indebtedness of the Issuer, is attached hereto as **Exhibit B** and made a part hereof by reference as though fully set out herein.

10. Valuation. The total assessed valuation of the taxable tangible property within the Issuer for the year 2022, is as follows:

Equalized Assessed Valuation of	
Taxable Tangible Property	\$32,351,356
Tangible Valuation of Motor Vehicles.....	<u>3,538,351</u>
Equalized Assessed Tangible Valuation	
for Computation of Bonded Debt Limitations	\$35,889,707

11. Non-litigation. There is no controversy, suit or other proceedings of any kind pending or threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way: (a) the legal organization of the Issuer or its boundaries; (b) the right or title of any of its officers to their respective offices; (c) the legality of any official act shown to have been done in the

Transcript; (d) the constitutionality or validity of the indebtedness represented by the Notes shown to be authorized in the Transcript; (e) the validity of the Notes, or any of the proceedings had in relation to the authorization, issuance or sale thereof; or (f) the levy and collection of a tax to pay the principal of and interest on the Notes.

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WITNESS our true and genuine manual signatures and the seal of the Issuer.

Mayor

(SEAL)

Clerk

EXHIBIT A

STATEMENT OF COST

Re: General Obligation Temporary Notes, Series 2023-1, Dated August 10, 2023, of the City of Osawatomie, Kansas

Sources of Funds:

Principal Amount of the Notes	\$7,685,000.00
Underwriter's Discount	-52,258.00
Original Issue Premium	<u>28,741.90</u>
Total	<u>\$7,661,483.90</u>

Uses of Funds:

Deposit to Improvement Fund	\$6,704,080.45
Capitalized Interest	881,373.45
Costs of Issuance	<u>76,030.00</u>
Total	<u>\$7,661,483.90</u>

EXHIBIT B

CITY OF OSAWATOMIE, KANSAS

**SCHEDULE OF OUTSTANDING GENERAL OBLIGATION INDEBTEDNESS
(as of August 10, 2023)**

GENERAL OBLIGATION BONDS

Description of <u>Indebtedness</u>	Dated <u>Date</u>	Final <u>Maturity</u>	Original Principal <u>Amount</u>	Amount <u>Outstanding</u>	Exempt From <u>Debt Limit</u>
G.O. Bonds, Series 2012A	05/01/2012	09/01/2027	\$2,810,000	\$ 230,000	\$ 208,127
G.O. Bonds, Series 2016A	05/19/2016	09/01/2045	8,145,000	6,195,000	2,515,291
G.O. Bonds, Series 2019A	05/23/2019	09/01/2038	1,135,000	1,015,000	0
G.O. Bonds, Series 2022A	03/15/2022	03/01/2032	6,175,000	<u>5,575,000</u>	<u>5,575,000</u>
	Total			<u>\$13,015,000</u>	<u>\$8,298,418</u>

TEMPORARY NOTES

Description of <u>Indebtedness</u>	Dated <u>Date</u>	Final <u>Maturity</u>	Original Principal <u>Amount</u>	Amount <u>Outstanding</u>	Exempt From <u>Debt Limit</u>
G.O. Temporary Notes, Series 2022-1	08/30/2022	09/01/2024	\$ 346,000	\$ 346,000	\$346,000
G.O. Temporary Notes, Series 2023-1	07/12/2023	03/01/2027	7,685,000	<u>7,685,000</u>	<u>2,870,000</u>
	Total			<u>\$8,031,000</u>	<u>\$3,216,000</u>

AGREEMENT BETWEEN ISSUER AND AGENT

\$7,685,000
CITY OF OSAWATOMIE, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2023-1
DATED AUGUST 10, 2023

THIS AGREEMENT, dated as of August 10, 2023, between the City of Osawatomie, Kansas, a municipality (the “Issuer”), and the State Treasurer of Kansas, as Agent (the “Agent”).

WHEREAS, for its lawful purposes, the Issuer has duly authorized the issue of the above-captioned notes (the “Securities”), and the Issuer wishes the Agent to act as its Paying Agent, Note Registrar, and Transfer Agent for the Securities:

Now, therefore, it is hereby agreed as follows:

I. APPOINTMENT

Issuer hereby appoints or has heretofore appointed the State Treasurer of Kansas to act as Paying Agent, Note Registrar and Transfer Agent for the Securities. The State Treasurer of Kansas hereby accepts its appointment as the Paying Agent, Note Registrar and Transfer Agent.

II. BASIC DUTIES

- A. Issuer or its duly authorized representative agrees to furnish Agent the name(s) and address(es) of the initial registered owner(s) of the Securities together with such registered owners' tax identification (social security) number(s), the maturity date(s), denomination(s) and interest rate(s) for each Security.
- B. Agent shall manually authenticate the originally issued Securities upon the written order of one or more authorized officers of Issuer. Thereafter, Agent shall manually authenticate all Securities resulting from transfer or exchange of Securities.
- C. Agent shall maintain an office in the City of Topeka, Kansas, where Securities may be presented for registration, transfer and exchange; and shall also maintain an office in the City of Topeka, Kansas, where Securities may be presented for payment. Agent shall keep a register of the Securities and their transfer and exchange.
- D. Agent may rely upon any document believed by it to be genuine and to have been signed or presented by the proper person. Agent need not investigate any fact or matter stated in the document. Agent undertakes to perform such duties and only such duties set forth in K.S.A. 10-620 *et seq.*, except as specifically provided in this Agreement.

Agent shall notify the owners of the Securities upon default in payment of principal or interest on the Securities and the Agent shall have no duties or responsibilities thereafter.

III. COMPENSATION

Issuer covenants and agrees to pay to Agent, as reasonable compensation for the services provided as Agent, a registration fee of \$30, plus a fee of \$600.

This amount will be due at the time of registration unless such fee is to be paid from the proceeds of the note issue in which case Issuer agrees to pay such fee within two (2) business days of the closing of the note issue. In addition to the aforementioned fee, Issuer covenants and agrees to pay to Agent the fee as stated and required by K.S.A. 10-505 for performing the duties of paying the principal of the Securities.

IV. STANDARD OF PERFORMANCE

Issuer shall provide, or shall cause to be provided to Agent, a designation of whether its Securities are to be issued in certificated or uncertificated form, or both.

A. STATEMENTS OF OWNERSHIP

Agent agrees to provide Statements of Ownership to the owner of uncertificated Securities. Such Statements shall be in accordance with the standards set forth by the Attorney General. All Statements shall be issued in the denominations of \$1,000 or \$5,000 or integral multiples thereof except for one additional Security in another denomination, which additional Security shall mature in the initial maturity year of the series of the Securities. Interest is computed on the basis of \$1,000 or \$5,000 units and in all transactions involving the payment of interest, fractions of a cent equalling or exceeding five mills shall be regarded as one cent; fractions of a cent less than five mills shall be disregarded. Agent shall at all times maintain an adequate supply of Statements of Ownership for any anticipated transfers or exchanges of the Statements.

B. CERTIFICATED SECURITIES

All certificated Securities issued by Issuer under this Agreement shall be in accordance with the standards set forth by the Attorney General and unless otherwise authorized by Agent, the principal thereof shall be payable only upon surrender of the Security to Agent. All certificates shall be issued in the denomination of \$1,000 or \$5,000 or integral multiples thereof except one authorized Security in another denomination which additional Security shall mature in the initial maturity year of the series of Securities. Interest is computed on the basis of \$1,000 or \$5,000 units and in all transactions involving the payment of interest, fractions of a cent equaling or exceeding five mills shall be regarded as one cent; fractions of a cent less than five mills shall be disregarded. Issuer shall at Issuer's cost provide Agent with an adequate supply of certificates for any anticipated transfers or exchanges of the certificates. Issuer shall be responsible for the payment of the printing or other expenses for such certificates. Issuer shall be responsible for obtaining appropriate "CUSIP" number(s) and shall notify Agent of each number(s) prior to the issuance of the applicable Securities.

C. INTEREST CALCULATIONS

Agent shall calculate interest on the basis of \$1,000 and \$5,000 units, or in the case of one odd denomination, calculate the unit separately. Each intermediate unit calculation is first determined, then rounded to the sixth decimal position; i.e. whenever the seventh decimal

place is equal to or greater than five the sixth decimal place is increased by one. The final per unit calculation is subsequently rounded to two decimal positions. (See Attachment "A" for sample calculation.)

D. *SURRENDER*

Securities surrendered for payment, cancellation or partial redemption shall be cancelled by Agent and returned to Issuer in accordance with K.S.A. 10-111.

E. *TRANSFERS AND EXCHANGES*

1. When Securities are presented to Agent for transfer or exchange, Agent shall so transfer or exchange such Securities if the requirements of Section 8-401(1) of the Uniform Commercial Code are met.
2. In accordance with the authorizing Resolution of the Issuer (the "Note Resolution"), payments of interest shall be made to the owner of record of each Security as of the close of business on the fifteenth day of the month preceding each interest payment date. The Agent shall make such payments to the record owner of each Security as set forth on the registration books maintained by Agent as of such date.
3. Agent shall not be required to transfer or exchange any Security during a period beginning on the day following the fifteenth day of the month preceding any interest payment date for such Securities and ending at the close of business on the interest payment date, or to transfer or exchange any Security selected or called for redemption in whole or in part subsequent to the date notice of such redemption is given in accordance with the Note Resolution authorizing the Securities.

F. *REGISTRATION DATES AND FUNDS FOR PAYMENTS*

Date of Registration shall be affixed on the initial Securities. Subsequent transfers or exchanges shall bear a Date of Registration as of the date that all the required documentation is received at the Agent's official place of business. Issuer will provide funds to make any interest or principal payments in accordance with K.S.A. 10-130 and amendments thereto. Agent is hereby authorized to effect any semiannual payment of interest or any principal by charging the Issuer's Fiscal Agency account with Agent.

G. *REPLACEMENT OF SECURITIES*

If the owner of a Security claims that a Security has been lost, destroyed or wrongfully taken, Issuer shall issue and Agent shall authenticate a replacement Security if the requirements of Section 8-405 of the Uniform Commercial Code are met. Only Agent shall perform this function. An indemnity bond and affidavit of loss shall be provided to Agent and Issuer at the expense of the owner of the Security. Such indemnity bond and affidavit of loss must be sufficient in the judgment of Issuer and Agent to protect Issuer and Agent from any loss which any of them may suffer if the Security is replaced. Issuer may charge the Security owner for its expenses in the replacement of a Security.

H. *REDEMPTIONS*

Optional Redemption. If any Securities are to be redeemed pursuant to an optional redemption in accordance with their terms, Issuer agrees to give Agent at least fifteen (15) days written notice thereof prior to the notice to be given the Security owners. If there is no provision for notice to the Security owners, Issuer agrees to give at least thirty (30) days written notice to Agent.

Notice of Redemption. Agent shall then notify, by ordinary mail, the owner of such Securities to be so redeemed. Agent shall select the Securities to be so redeemed. Agent shall not be required to exchange or register a transfer of any Security for a period of fifteen (15) days preceding the date notice is to be provided to the Security owners for the purpose of selecting Securities on a partial redemption. Further, in the event notice is given to Agent for a complete redemption of the Issue according to the terms of the Note Resolution, Agent shall not be required to transfer or exchange any Security beginning on the day following the 15th day preceding the date set for redemption.

I. ***MISCELLANEOUS***

Agent hereby acknowledges receipt of numbered Securities of Issuer (in a number equal to one Security for each maturity) for registration and exchange, and shall safeguard any “blank” Securities held for purpose of exchange or transfer.

J. ***REPORTS***

Agent shall provide Issuer an annual report of the activity with respect to the issuance of Securities upon written request of Issuer.

K. ***CONSTRUCTION***

This Agreement shall be construed in accordance with the laws of the State of Kansas and also the Note Resolution.

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CITY OF OSAWATOMIE, KANSAS

(SEAL)

By _____
Mayor

ATTEST:

By _____
Clerk

**OFFICE OF THE TREASURER
OF THE STATE OF KANSAS**

(SEAL)

By _____
Director of Fiscal Services

ATTACHMENT "A"

SAMPLE

$$\begin{array}{r} \$5,000.00000 \dots\dots\dots \text{Bond Unit} \\ \times \quad \underline{.06875} \dots\dots\dots \text{Interest Rate} \\ = \quad 343.750000 \quad \text{Rounded to six decimal places} \\ \\ / \quad \underline{360} \dots\dots\dots \text{Days per year} \\ = \quad .954861 \quad \text{Rounded to six decimal places} \\ \\ \times \quad \underline{180} \dots\dots\dots \text{Day in interest period} \\ = \quad 171.874980 \quad (\text{Rounded to second decimal} = \$171.87) \end{array}$$

Unit interest is then multiplied by the number of units in the maturity.

**UNDERWRITING SAFEKEEPING AGREEMENT
BY AND BETWEEN
DEPOSITORY TRUST COMPANY
AND
THE CITY OF OSAWATOMIE, KANSAS
AND
THE OFFICE OF THE KANSAS STATE TREASURER**

**\$7,685,000
CITY OF OSAWATOMIE, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2023-1
DATED AUGUST 10, 2023**

In order to induce the Depository Trust Company (the “DTC”) to accept delivery of the above captioned notes (the “Notes”) for safekeeping prior to the delivery of the Notes on August 10, 2023 (the “Closing Date”), the City of Osawatomie, Kansas (the “Issuer”), and the Treasurer of the State of Kansas (the “Agent”) hereby agree to place the entire principal amount of the Notes, in the custody, control and possession of DTC at least one day prior to the Closing Date. The Issuer further agrees that by copy of this letter appropriately executed, it will notify DTC to follow the instructions of Loop Capital Markets, LLC, Chicago, Illinois, as the Underwriter (the “Underwriter”) in distributing the Notes.

By executing this agreement in the appropriate place DTC acknowledges upon receipt from the Agent of possession, custody and control of the Notes, and agrees to safekeep and hold in escrow the Notes until it shall have received notification from one of the following authorized representatives of the Issuer to release or return the Notes: Tammy Seamands, Clerk or Gilmore & Bell, P.C., Bond Counsel. Notification may be made by telephone or by receipt of an executed notice, delivered or telecopied to DTC; provided, however, that if the notification is made by telephone, written notice must be sent within 24 hours of the original notification. In the event the Issuer executes the release of the Notes, DTC will distribute the Notes pursuant to written instructions provided by the Underwriter; however, in the event a demand for the return of the Notes is received, DTC shall return the Notes as soon as practicable, but in any event, no later than the following business day.

DTC agrees to hold the Issuer and the Agent, as their interests may appear, and any of their officers or employees, harmless from any liability, loss, damage or reasonable expense in connection with the loss, theft, destruction or other disappearance of the Notes while they are in the possession, custody or control of DTC, prior to concluding the Closing with respect to the Notes and prior to distributing the Notes in accordance with the instructions furnished by the Underwriter.

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CITY OF OSAWATOMIE, KANSAS

Dated: July 27, 2023

By: _____
Clerk

**OFFICE OF THE TREASURER OF
THE STATE OF KANSAS, As Agent**

Dated: _____

By: _____
Title: _____

DEPOSITORY TRUST COMPANY

Dated: _____

By: _____
Title: _____

CLOSING CERTIFICATE

\$7,685,000
CITY OF OSAWATOMIE, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2023-1
DATED AUGUST 10, 2023

The undersigned Mayor and Clerk of the City of Osawatomie, Kansas (the “Issuer”), make this Certificate for inclusion in the transcript of and as a part of the proceedings authorizing and providing for the issuance of the above described notes (the “Notes”); and certify as of August 10, 2023 (the “Issue Date”), as follows:

1. Meaning of Words and Terms. Capitalized words and terms used in this Certificate, unless otherwise defined in this Certificate or the context requires otherwise, have the same meanings ascribed to such words and terms in the Note Resolution (defined below) authorizing the Notes.

2. Transcript of Proceedings. The transcript of proceedings relating to the authorization and issuance of the Notes (the “Transcript”), furnished to the Purchaser of the Notes, is to the best of our knowledge, information and belief full and complete; none of such proceedings have been modified, amended or repealed, except as might be shown in the Transcript; and the facts stated in the Transcript still exist. In each instance where copies appear in the Transcript, such copies are true and correct duplicates of the original instruments now on file with the Clerk. All certifications made by the Issuer in the Transcript Certificate dated July 27, 2023 are true and correct as of this date and are incorporated in this Certificate by reference.

3. Authorization and Purpose of the Notes. The Issuer is issuing and delivering the Notes simultaneously with the delivery of this Certificate, pursuant to and in full compliance with the Constitution and statutes of the State, including particularly K.S.A. 10-123, K.S.A. particularly Art. 12 Section 5 thereof, K.S.A. 12-101, K.S.A. 12-685 *et seq.*, and K.S.A. 65-163d *et seq.*, as amended, and Resolution No. 1154 of the Issuer duly adopted by the governing body of the Issuer on July 27, 2023 (the “Note Resolution”) for the purpose of paying costs of issuance and paying the costs of certain capital improvements (the “Improvements”).

4. Security for the Notes. The Notes are general obligations of the Issuer payable from the proceeds of general obligation bonds of the Issuer and, if not so paid, to the extent necessary, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are pledged under the Note Resolution to the payment of the principal of and interest on the Notes.

5. Sale of Notes. The Notes have been sold at rates not in excess of the limitations set forth in K.S.A. 10-1009. The Notice of Note Sale dated May 25, 2023 and included in the Transcript constitutes a full true and correct copy thereof. A copy of such Notice of Note Sale and Preliminary Official Statement was sent to prospective purchasers of the Notes, and to all other persons and firms requesting copies of such Notice of Note Sale and Preliminary Official Statement.

6. Official Statement. The Official Statement contained in the Transcript constitutes a full, true and correct copy of the Official Statement relating to the Notes. To the best of our knowledge, the Official Statement, other than the sections entitled “The Depository Trust Company,” “Ratings,” “Legal Matters,” “Tax Matters” and *Appendices B* and *C*, about which the Issuer expresses no opinion, is true in all material respects, and does not contain any untrue statement of a material fact or does not omit to state a material fact, necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. As of this date there has been no material adverse change in the financial condition or the financial affairs of the Issuer since the date of the Official Statement. No other event has occurred which is necessary to be disclosed in the Official Statement in order to make the statements therein not misleading in any material respect as of the date of this Certificate. The Issuer has previously caused to be delivered to the Purchaser copies of the Official Statement.

7. Continuing Disclosure Undertaking. The Issuer has heretofore executed a Continuing Disclosure Undertaking (the “Disclosure Undertaking”), wherein the Issuer has covenanted to disseminate such information as is required in accordance with the provisions of the SEC Rule and the Disclosure Undertaking. In the Note Resolution, the Issuer has covenanted to apply the provisions of the Disclosure Undertaking to the Notes. A copy of the Disclosure Undertaking is contained in the Transcript.

8. Non-Litigation. There is no controversy, action, suit, proceeding, or to the best of our knowledge, any inquiry or investigation at law or in equity or before or by any public board or body pending or, to the best of our knowledge, threatened against or affecting the Issuer, its officers or its property, or, to the best of our knowledge, any basis therefor questioning, disputing or affecting in any way: (a) the legal organization of the Issuer or its boundaries; (b) the right or title of any of its officers to their respective offices; (c) the legality of any official act shown to have been done in the Transcript; (d) the constitutionality or validity of the indebtedness represented by the Notes shown to be authorized in the Transcript; (e) the validity of the Notes, or any of the proceedings had in relation to the authorization, issuance or sale thereof; (f) the levy and collection of an ad valorem property tax to pay the principal of and interest on the Notes; or (g) the federal or state tax-exempt status of the interest on the Notes; wherein any unfavorable decision, ruling or finding would adversely affect the Issuer, the transactions contemplated by the Note Resolution or the Official Statement or the validity or enforceability of the Notes, which are not disclosed in the final Official Statement.

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WITNESS our hands and the seal of the Issuer.

Signature

Official Title

Mayor

(SEAL)

Clerk

[FORM OF BOND COUNSEL OPINION]

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

[August 10, 2023]

Governing Body
City of Osawatomie, Kansas

Loop Capital Markets, LLC
Chicago, Illinois

Re: \$7,685,000 General Obligation Temporary Notes, Series 2023-1, of the City of Osawatomie, Kansas, Dated August 10, 2023

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

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

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

1. The Notes have been duly authorized, executed and delivered by the Issuer and are valid and legally binding general obligations of the Issuer.

2. The Notes are payable as to both principal and interest from general obligation bonds of the Issuer and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The Issuer is required by law to include in its annual tax levy the principal and interest coming due on the Notes to the extent that necessary funds are not provided from other sources.

3. The interest on the Notes (including any original issue discount properly allocable to an owner of a Note) is: (a) excludable from gross income for federal income tax purposes; and (b) not an item of tax preference for purposes of 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 Notes 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 interest on the Notes to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Notes. The Notes are “qualified tax-exempt

obligations” within the meaning of Code § 265(b)(3). We express no opinion regarding other federal tax consequences arising with respect to the Notes.

4. The interest on the Notes is exempt from income taxation by the State of Kansas.

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

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

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

GILMORE & BELL, P.C.

MLW:paj

FEDERAL TAX CERTIFICATE

Dated as of July 12, 2023

OF

THE CITY OF OSAWATOMIE, KANSAS

\$7,380,000*
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2023-1

FEDERAL TAX CERTIFICATE

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* * *

FEDERAL TAX CERTIFICATE

THIS FEDERAL TAX CERTIFICATE (the “Tax Certificate”) is executed as of July 12, 2023 (the “Issue Date”), by the City of Osawatomie, Kansas (the “Issuer”).

RECITALS

1. This Tax Certificate is being executed and delivered in connection with the issuance by the Issuer of \$7,380,000* principal amount of General Obligation Temporary Notes, Series 2023-1 (the “Notes”), under the Note Resolution (as defined herein), for the purposes described in this Tax Certificate and in the Note Resolution.

2. The Internal Revenue Code of 1986, as amended (the “Code”), and the applicable Regulations and rulings issued by the U.S. Treasury Department (the “Regulations”), impose certain limitations on the uses and investment of the Note proceeds and of certain other money relating to the Notes and set forth the conditions under which the interest on the Notes will be excluded from gross income for federal income tax purposes.

3. The Issuer is executing this Tax Certificate in order to set forth certain facts, covenants, representations, and expectations relating to the use of Note proceeds and the property financed or refinanced with those proceeds and the investment of the Note proceeds and of certain other related money, in order to establish and maintain the exclusion of the interest on the Notes from gross income for federal income tax purposes and to provide guidance for complying with the arbitrage rebate provisions of Code § 148(f).

4. The Issuer adopted a Tax Compliance Procedure (as defined below) for the purpose of setting out general procedures for the Issuer to continuously monitor and comply with the federal income tax requirements set out in the Code and the Regulations.

5. This Tax Certificate is entered into as required by the Tax Compliance Procedure to set out specific tax compliance procedures applicable to the Notes.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, covenants and agreements set forth in this Tax Certificate, the Issuer represents, covenants and agrees as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Definitions of Words and Terms. Except as otherwise provided in this Tax Certificate or unless the context otherwise requires, capitalized words and terms used in this Tax Certificate have the same meanings as set forth in the Note Resolution, and certain other words and phrases have the meanings assigned in Code §§ 103, 141-150 and the Regulations. The following words and terms used in this Tax Certificate have the following meanings:

“Adjusted Gross Proceeds” means the Gross Proceeds of the Notes reduced by amounts: (a) in a Bona Fide Debt Service Fund or a reasonably required reserve or replacement fund; (b) that as of the Issue Date, are not expected to be Gross Proceeds, but which arise after the end of the applicable spending period; and (c) representing grant repayments or sale or Investment proceeds of any purpose Investment.

“Annual Compliance Checklist” means a checklist for each of the Financed Improvements designed to measure compliance with the requirements of this Tax Certificate and the Tax Compliance Procedure after the Issue Date as further described in *Section 4.02* and substantially in the form attached as *Exhibit E*.

“Available Construction Proceeds” means the sale proceeds of the Notes, increased by: (a) Investment earnings on the sale proceeds; (b) earnings on amounts in a reasonably required reserve or replacement fund allocable to the Notes but not funded from the Notes; and (c) earnings on such earnings, reduced by sale proceeds (1) in any reasonably required reserve fund or (2) used to pay issuance costs of the Notes. But Available Construction Proceeds do not include Investment earnings on amounts in a reasonably required reserve or replacement fund after the earlier of: (a) the second anniversary of the Issue Date; or (b) the date the Financed Improvement are substantially completed.

“Bona Fide Debt Service Fund” means a fund, which may include Note proceeds, that: (a) is used primarily to achieve a proper matching of revenues with principal and interest payments within each Bond Year; and (b) is depleted at least once each Bond Year, except for a reasonable carryover amount not to exceed the greater of (1) the earnings on the fund for the immediately preceding Bond Year, or (2) one-twelfth of the principal and interest payments on the Notes for the immediately preceding Bond Year.

“Bond Compliance Officer” means the Issuer’s Clerk or other person named in the Tax Compliance Procedure.

“Bond Counsel” means Gilmore & Bell, P.C., or other firm of nationally recognized bond counsel acceptable to the Issuer.

“Bond Year” means each one-year period (or shorter period for the first Bond Year) ending March 1 or another one-year period selected by the Issuer.

“Code” means the Internal Revenue Code of 1986, as amended.

“Computation Date” means each date on which arbitrage rebate for the Notes is computed. The Issuer may treat any date as a Computation Date, subject to the following limits:

- (a) the first rebate installment payment must be made for a Computation Date not later than 5 years after the Issue Date; and
- (b) the date the last Note is discharged is the final Computation Date.

The Issuer selects the date the last Note is discharged as the Computation Date but reserves the right to select a different date consistent with the Regulations.

“Final Written Allocation” means the Final Written Allocation of expenditures prepared by the Bond Compliance Officer in accordance with the Tax Compliance Procedure and *Section 4.02(b)* of this Tax Certificate.

“Financed Improvements” means the portion of the Improvements being financed or refinanced with the proceeds of the Notes as described in the Note Resolution and on *Exhibit D*.

“Gross Proceeds” means (a) sale proceeds (any amounts actually or constructively received by the Issuer from the sale of the Notes, including amounts used to pay underwriting discount or fees, but excluding

pre-issuance accrued interest), (b) Investment proceeds (any amounts received from investing sale proceeds or other Investment proceeds), (c) any amounts held in a sinking fund for the Notes, (d) any amounts held in a pledged fund or reserve fund for the Notes, and (e) any other replacement proceeds.

Specifically, the term Gross Proceeds includes (but is not limited to) amounts held in the following funds and accounts:

- (1) Improvement Fund.
- (2) Debt Service Account.
- (3) Costs of Issuance Account.

“Guaranteed Investment Contract” is any Investment with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate, including any agreement to supply Investments on two or more future dates (*e.g.*, a forward supply contract).

“Improvements” means all of the property being acquired, developed, constructed, renovated, and equipped by the Issuer using Note proceeds and Qualified Equity, as described on *Exhibit D*.

“Investment” means any security, obligation, annuity contract or other investment-type property that is purchased directly with, or otherwise allocated to, Gross Proceeds. This term does not include a tax-exempt bond, except for “specified private activity bonds” as defined in Code § 57(a)(5)(C), but does include the investment element of most interest rate caps.

“IRS” means the United States Internal Revenue Service.

“Issue Date” means July 12, 2023.

“Issuer” means the City of Osawatimie, Kansas, and its successors and assigns, or any body, agency or instrumentality of the State succeeding to or charged with the powers, duties and functions of the Issuer.

“Management Agreement” means a legal agreement defined in Regulations § 1.141-3(b) as a management, service, or incentive payment contract with an entity that provides services involving all or a portion of any function of the Financed Improvements, such as a contract to manage the entire Financed Improvements or a portion of the Financed Improvements. However, contracts for services that are solely incidental to the primary governmental function of the Financed Improvements (for example, contracts for janitorial, office equipment repair, billing, or similar services) are not treated as Management Agreements.

“Measurement Period” means, with respect to each item of property financed as part of the Financed Improvements, the period beginning on the later of: (a) the Issue Date or (b) the date the property is placed in service and ending on or the earlier of (1) the final maturity date of the Notes or (2) the expected economic useful life of the property.

“Minor Portion” means the lesser of \$100,000 or 5% of the sale proceeds of the Notes.

“Municipal Advisor” means Ehlers Municipal Advisors, Roseville, Minnesota.

“Net Proceeds” means, when used in reference to the Notes, the sale proceeds of the Notes (excluding pre-issuance accrued interest), less any proceeds deposited in a reasonably required reserve or replacement fund, plus all Investment earnings on such sale proceeds.

“Non-Qualified Use” means use of Note proceeds or the Financed Improvements in a trade or business carried on by any Non-Qualified User. The rules set out in Regulations § 1.141-3 determine whether Note proceeds or the Financed Improvements are “used” in a trade or business. Generally, ownership, a lease, or any other use that grants a Non-Qualified User a special legal right or entitlement with respect to the Financed Improvements, will constitute use under Regulations § 1.141-3.

“Non-Qualified User” means any person or entity other than a Qualified User.

“Note” or **“Notes”** means any note or notes described in the recitals, authenticated and delivered under the Note Resolution.

“Note Resolution” means Resolution No. [] of the Issuer duly adopted by the governing body of the Issuer on July 27, 2023, as originally executed by the Issuer as amended and supplemented in accordance with the provisions of the Note Resolution.

“Post-Issuance Tax Requirements” means those requirements related to the use of proceeds of the Notes, the use of the Financed Improvements and the investment of Gross Proceeds after the Issue Date of the Notes.

“Preliminary Expenditures” means: (a) costs incurred for architectural, engineering, surveying, soil testing, costs of issuance, and similar costs prior to commencement of acquisition, construction, or rehabilitation of the Financed Improvements, other than land acquisition, site preparation, and similar costs incident to commencement of construction of the Financed Improvements up to an amount not in excess of 20 percent of the issue price of the Notes; and (b) costs incurred in an amount not in excess of the lesser of \$100,000 or 5% of the sale proceeds of the Notes.

“Purchaser” means [Purchaser], [Purchaser City, State], the original purchaser of the Notes, and any successor and assigns.

“Qualified Equity” means funds (but excluding an existing equity ownership interest in real property or tangible personal property) that are not derived from proceeds of a tax-exempt financing that are spent on the Improvements on a date that is no earlier than a date on which such expenditures would be eligible for reimbursement by proceeds of the Notes under Regulations § 1.150-2(d)(2) and ending not later than the date the Improvements are capable of and actually used at substantially their designed level.

“Qualified Use Agreement” means any of the following:

(a) A lease or other short-term use by members of the general public who occupy the Financed Improvements on a short-term basis in the ordinary course of the Issuer’s governmental purposes.

(b) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Improvements for a period up to 200 days in length pursuant to an arrangement whereby (1) the use of the Financed Improvements under the same or similar arrangements is predominantly by natural persons who are not engaged in a trade or business and (2) the compensation for the use is determined based on generally applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed. Any Qualified User or Non-Qualified User using all or any portion of the Financed Improvements under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(c) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Improvements for a period up to 100 days in length pursuant to arrangements whereby (1) the use of the property by the person would be general public use but for the fact that generally applicable and uniformly applied rates are not reasonably available to natural persons not engaged in a trade or business, (2) the compensation for the use under the arrangement is determined based on applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed, and (3) the Financed Improvements was not constructed for a principal purpose of providing the property for use by that Qualified User or Non-Qualified User. Any Qualified User or Non-Qualified User using all or any portion of the Financed Improvements under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(d) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Improvements for a period up to 50 days in length pursuant to a negotiated arm's-length arrangement at fair market value so long as the Financed Improvements was not constructed for a principal purpose of providing the property for use by that person.

“Qualified User” means a state, territory, possession of the United States, the District of Columbia, or any political subdivision thereof, or any instrumentality of such entity, but it does not include the United States or any agency or instrumentality of the United States.

“Reasonable Retainage” means Gross Proceeds retained by the Issuer for reasonable business purposes, such as to ensure or promote compliance with a construction contract; provided that such amount may not exceed: (a) for purposes of the 18-month spending test, 5% of Net Proceeds of the Notes on the date 18 months after the Issue Date, or (b) for purposes of the 2-year spending test, 5% of the Available Construction Proceeds as of the end of the 2-year spending period.

“Rebate Analyst” means Gilmore & Bell, P.C. or any successor rebate analyst selected pursuant to this Tax Certificate.

“Regulations” means all Regulations issued by the U.S. Treasury Department to implement the provisions of Code §§ 103 and 141 through 150 and applicable to the Notes.

“State” means the State of Kansas.

“Tax Certificate” means this Federal Tax Certificate as it may from time to time be amended and supplemented in accordance with its terms.

“Tax Compliance Procedure” means the Issuer’s Tax-Exempt Financing Compliance Policy and Procedure, dated April 12, 2012.

“Tax-Exempt Bond File” means documents and records for the Notes, maintained by the Bond Compliance Officer pursuant to the Tax Compliance Procedure.

“Transcript” means the Transcript of Proceedings relating to the authorization and issuance of the Notes.

“Yield” means yield on the Notes, computed under Regulations § 1.148-4, and yield on an Investment, computed under Regulations § 1.148-5.

ARTICLE II

GENERAL REPRESENTATIONS AND COVENANTS

Section 2.01 Representations and Covenants of the Issuer. The Issuer represents and covenants as follows:

(a) **Organization and Authority.** The Issuer: (1) is a municipal organization, duly created, organized and existing under the Constitution and laws of the State, (2) has lawful power and authority to issue the Notes for the purposes set forth in the Note Resolution, to enter into, execute and deliver the Note Resolution, the Notes, and this Tax Certificate and to carry out its obligations under this Tax Certificate and under such documents, and (3) by all necessary action has been duly authorized to execute and deliver the Note Resolution, the Notes, and this Tax Certificate, acting by and through its duly authorized officials.

(b) **Tax-Exempt Status of Notes—General Covenant.** The Issuer (to the extent within its power or direction) will not use any money on deposit in any fund or account maintained in connection with the Notes, whether or not such money was derived from the proceeds of the sale of the Notes or from any other source, in a manner that would cause the Notes to be “arbitrage bonds,” within the meaning of Code § 148, and will not (to the extent within its power or direction) otherwise use or permit the use of any Note proceeds or Qualified Equity, directly or indirectly, in any manner, or take or permit to be taken any other action or actions, that would cause interest on the Notes to be included in gross income for federal income tax purposes.

(c) **Governmental Obligations—Use of Proceeds.** Throughout the Measurement Period: (1) all of the Financed Improvements are expected to be owned by the Issuer or another Qualified User; (2) no portion of the Financed Improvements are expected to be used in a Non-Qualified Use; and (3) the Issuer will not permit any Non-Qualified Use of the Financed Improvements without first consulting with Bond Counsel. The Issuer will monitor the usage of all portions of the Financed Improvements during the Measurement Period. If the Non-Qualified Use of the Financed Improvements exceeds 10% of the total use over the Measurement Period, then the Issuer will take “remedial action” in accordance with Regulations § 1.141-12, as specified in advice from Bond Counsel, as necessary to maintain the exclusion of the interest on the Notes from gross income for federal income tax purposes. The Issuer understands that remedial action could include redemption or defeasance of all or a portion of the Notes.

(d) **Governmental Obligations—Private Security or Payment.** As of the Issue Date the Issuer expects that none of the principal and interest on the Notes will be (under the terms of the Notes or any underlying arrangement) directly or indirectly:

(1) secured by (i) any interest in property used or to be used for a Non-Qualified Use, or (ii) any interest in payments in respect of such property; or

(2) derived from payments (whether or not such payments are made to the Issuer) in respect of property, or borrowed money, used or to be used for a Non-Qualified Use.

For purposes of the foregoing, taxes of general application, including payments in lieu of taxes, are not treated as private payments or as private security. The Issuer will not permit any private security or payment with respect to the Notes without first consulting with Bond Counsel.

(e) **No Private Loan.** Not more than 5% of the net proceeds of the Notes will be loaned directly or indirectly to any Non-Qualified User.

(f) **Management Agreements.** As of the Issue Date, the Issuer has no Management Agreements with Non-Qualified Users. During the Measurement Period, the Issuer will not enter into or renew any Management Agreement with any Non-Qualified User without first consulting with Bond Counsel.

(g) **Leases.** As of the Issue Date, the Issuer has not entered into any leases of any portion of the Financed Improvements other than Qualified Use Agreements. During the Measurement Period, the Issuer will not enter into or renew any lease or similar agreement or arrangement other than a Qualified Use Agreement without first consulting with Bond Counsel.

(h) **Intentionally Omitted.**

(i) **Limit on Maturity of Notes.** A list of the assets included in the Financed Improvements and a computation of the “average reasonably expected economic life” is attached to this Tax Certificate as **Exhibit D**. Based on this computation, the “average maturity” of the Notes of [_____] years, as computed by Bond Counsel, does not exceed 120% of the average reasonably expected economic life of the Financed Improvements.

(j) **Expenditure of Note Proceeds.**

(1) **Reimbursement of Expenditures; Official Intent.** The governing body of the Issuer adopted one or more resolutions declaring the intent of the Issuer to finance the Financed Improvements with tax-exempt bonds and to reimburse the Issuer for expenditures made for the Financed Improvements prior to the issuance of those bonds. The resolutions are contained in the Transcript. No portion of the Net Proceeds of the Notes will be used to reimburse an expenditure paid by the Issuer more than 60 days prior to the date the respective resolution was adopted, except for Preliminary Expenditures. No reimbursement allocation will be made for an expenditure made more than 3 years before the date of the reimbursement allocation. In addition, no reimbursement allocation will be made more than 18 months following the later of (A) the date of the expenditure or (B) the date the Financed Improvements was placed in service.

(2) **Final Allocation of Note Proceeds to Expenditures.** The Issuer understands that, under Regulations § 1.148-6(d), the Issuer is required to account for the allocation of Note proceeds and Qualified Equity to Improvement expenditures (including expenditures made before and after the Issue Date of the Note) within 18 months after the later of (A) the date the expenditure is made, or (B) the date the Improvements are placed in service, and in any event not later than the date that is 60 days after the fifth anniversary of the Issue Date or the date the Notes are retired, if earlier (a “Final Allocation”). The Issuer will maintain accurate records of all expenditures made for the Improvements, including the amount, the date paid, a description of the purpose, and the source of funds (whether Note proceeds or Qualified Equity) initially allocated to each Improvement expenditure. Not later than the time limit set forth above, the Issuer will prepare a Final Allocation, showing the allocation of Note proceeds and Qualified Equity to all Improvement costs and identifying the Financed Improvement, and will maintain the Final Allocation in its books and records in accordance with **Section 4.02** hereof. The Issuer reserves the right to make modifications to the expected allocation of Note proceeds and Qualified Equity for purposes of compliance with the limitations on Non-Qualified Use following completion of the Financed Improvement in accordance with, and within the time limits prescribed in, the Regulations. In the absence of such subsequent allocation, the Note proceeds will be deemed allocated as shown on **Exhibit D**.

(k) **Registered Notes.** The Note Resolution requires that all of the Notes will be issued and held in registered form within the meaning of Code § 149(a).

(l) **Notes Not Federally Guaranteed.** The Issuer will not take any action or permit any action to be taken which would cause any Note to be “federally guaranteed” within the meaning of Code § 149(b).

(m) **IRS Form 8038-G.** Bond Counsel will prepare IRS Form 8038-G (Information Return for Tax-Exempt Governmental Obligations) based on the representations and covenants of the Issuer contained in this Tax Certificate or otherwise provided by the Issuer. Bond Counsel will sign the return as a paid preparer following completion and will then deliver copies to the Issuer for execution and for the Issuer’s records. The Issuer agrees to timely execute and return to Bond Counsel the execution copy of Form 8038-G for filing with the IRS. A copy of the IRS Form 8038-G as filed with the IRS with proof of filing will be included in *Exhibit A* of Tax Certificate.

(n) **Hedge Bonds.** At least 85% of the Net Proceeds of the Notes will be used to carry out the governmental purpose of the Notes within 3 years after the Issue Date, and not more than 50% of the proceeds of the Notes will be invested in Investments having a substantially guaranteed Yield for four years or more.

(o) **Single Issue; No Other Issues.** The Notes constitute a single “issue” under Regulations § 1.150-1(c). No other debt obligations of the Issuer: (1) are being sold within 15 days of the sale of the Notes, (2) are being sold under the same plan of financing as the Notes, and (3) are expected to be paid from substantially the same source of funds as the Notes (disregarding guarantees from unrelated parties, such as bond insurance).

(p) **Interest Rate Swap.** As of the Issue Date, the Issuer has not entered into an interest rate swap agreement or any other similar arrangement designed to modify its interest rate risk with respect to the Notes. The Issuer will not enter into any such arrangement in the future without consulting with Bond Counsel.

(q) **Guaranteed Investment Contract.** As of the Issue Date, the Issuer does not expect to enter into a Guaranteed Investment Contract for any Gross Proceeds of the Notes. The Issuer will be responsible for complying with *Section 4.04(d)* hereof if it decides to enter into a Guaranteed Investment Contract at a later date.

(r) **Bank Qualified Tax-Exempt Obligation.** The Issuer designates the Notes as “qualified tax-exempt obligations” under Code § 265(b)(3), and with respect to this designation certifies as follows:

(1) The Issuer reasonably anticipates that the amount of tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) that will be issued by or on behalf of the Issuer (and all subordinate entities of the Issuer) during the calendar year that the Notes are issued, including the Notes, will not exceed \$10,000,000; and

(2) the Issuer (including all subordinate entities of the Issuer) will not issue tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) during the calendar year that the Notes are issued, including the Notes, in an aggregate principal amount or aggregate issue price in excess of \$10,000,000, without first consulting with Bond Counsel that the designation of the Notes as “qualified tax-exempt obligations” will not be adversely affected.

(s) **General Allocation and Accounting.** The portion of the Improvements being financed by the Notes may be financed in part with Qualified Equity. The portion of the Improvements financed with proceeds of the Notes is referred to as the Financed Improvements. Attached as **Exhibit D** is a schedule showing the Improvements financed, in whole or in part, with proceeds of the Notes. For purposes of determining Non-Qualified Use, if any, of the Financed Improvements during the Measurement Period, the Issuer will allocate Non-Qualified Use first to the portion of the applicable Improvements financed with Qualified Equity and second to the Financed Improvements. During the Measurement Period, the Issuer will, on an annual basis, determine the extent to which Non-Qualified Use exceeds the portion of the applicable Improvements financed with Qualified Equity and determine the extent to which the proceeds of the Notes and the Financed Improvements are used in a Non-Qualified Use.

(t) **Compliance with Future Tax Requirements.** The Issuer understands that the Code and the Regulations may impose new or different restrictions and requirements on the Issuer in the future. The Issuer will comply with such future restrictions that are necessary to maintain the exclusion of the interest on the Notes from gross income for federal income tax purposes.

Section 2.02 Continuing Application of Representations and Covenants. All representations, covenants and certifications contained in this Tax Certificate or in any certificate or other instrument delivered by the Issuer under this Tax Certificate, will survive the execution and delivery of such documents and the issuance of the Notes, as representations of facts existing as of the date of execution and delivery of the instruments containing such representations. The foregoing covenants of this Section will remain in full force and effect notwithstanding the defeasance of the Notes.

ARTICLE III

ARBITRAGE CERTIFICATIONS AND COVENANTS

Section 3.01 General. The purpose of this Article is to certify, under Regulations § 1.148-2(b), the Issuer's expectations as to the sources, uses and investment of Note proceeds and Qualified Equity, in order to support the Issuer's conclusion that the Notes are not arbitrage bonds. The person executing this Tax Certificate on behalf of the Issuer is an officer of the Issuer responsible for issuing the Notes.

Section 3.02 Reasonable Expectations. The facts, estimates and expectations set forth in this Article are based upon and in reliance upon the Issuer's understanding of the documents and certificates that comprise the Transcript, and the representations, covenants and certifications of the parties contained therein. To the Issuer's knowledge, the facts and estimates set forth in this Tax Certificate are accurate, and the expectations of the Issuer set forth in this Tax Certificate are reasonable. The Issuer has no knowledge that would cause it to believe that the representations, warranties and certifications described in this Tax Certificate are unreasonable or inaccurate or may not be relied upon.

Section 3.03 Purpose of Financing. The Notes are being issued for the purpose of providing funds to pay: (a) a portion of the costs of the Financed Improvements; and (b) Costs of Issuance.

Section 3.04 Funds and Accounts. The following funds and accounts have been established under the Note Resolution:

- (a) Improvement Fund.
- (b) Debt Service Account.
- (c) Rebate Fund.

(d) Costs of Issuance Account.

Section 3.05 Amount and Use of Note Proceeds and Qualified Equity.

(a) **Amount of Note Proceeds.** The total proceeds to be received by the Issuer from the sale of the Notes are as evidenced in *Exhibit B* attached to this Tax Certificate and calculated as follows:

Principal Amount	\$7,380,000*.00
Less Underwriter's Discount	-
[Plus Original Issue Premium]
[Less Original Issue Discount	-]
Total Purchase Price	J

(b) **Use of Note Proceeds.** The Note proceeds are expected to be allocated to expenditures as follows:

(1) The sum of \$[] will be deposited in the Costs of Issuance Account and used to pay the Costs of Issuance of the Notes.

(2) The remaining Note proceeds in the amount of \$[], with \$[] of such amount used to reimburse the Issuer for costs of the Financed Improvements paid before the Issue Date and the balance will be and used to pay future costs of the Financed Improvements.

Section 3.06 Multipurpose Issue. The Issuer is applying the arbitrage rules to separate financing purposes of the issue as if they constitute separate issues pursuant to Regulations § 1.148-9(h)(2). Under Regulations § 1.148-9(h), each separate capital project (i.e., capital projects that are not integrated or functionally related) financed or refinanced with proceeds of the Notes will be treated as a separate issue for purposes of applying certain of the arbitrage restrictions under Code § 148. The sale proceeds of the Notes allocable to each purpose are set forth on *Exhibit D* hereto.

Section 3.07 No Refunding. No proceeds of the Notes will be used to pay principal or interest on any other debt obligation.

Section 3.08 Completion of Financed Improvements. The Issuer has incurred, or will incur within 6 months after the Issue Date, a substantial binding obligation to a third party to spend at least 5% of the Net Proceeds of the Notes on the Financed Improvements. The completion of the Financed Improvements and the allocation of the Net Proceeds of the Notes to expenditures will proceed with due diligence. At least 85% of the Net Proceeds of the Notes will be allocated to expenditures on the Financed Improvements within 3 years after the Issue Date.

Section 3.09 Sinking Funds. The Issuer is required to make periodic payments in amounts sufficient to pay the principal of and interest on the Notes. Such payments will be deposited into the Debt Service Account. Except for the Debt Service Account, no sinking fund or other similar fund that is expected to be used to pay principal of or interest on the Notes has been established or is expected to be established. The Debt Service Account is used primarily to achieve a proper matching of revenues with principal and interest payments on the Notes within each Bond Year, and the Issuer expects that the Debt Service Account will qualify as a Bona Fide Debt Service Fund.

Section 3.10 Reserve, Replacement and Pledged Funds.

(a) **No Reserve Fund.** No reserve fund has been or will be established for the Notes.

(b) **No Replacement or Pledged Funds.** None of the Note proceeds will be used as a substitute for other funds that were intended or earmarked to pay costs of the Financed Improvements, and that instead has been or will be used to acquire higher yielding Investments. Except for the Debt Service Account, there are no other funds pledged or committed in a manner that provides a reasonable assurance that such funds would be available for payment of the principal of or interest on the Notes if the Issuer encounters financial difficulty.

Section 3.11 Purpose Investment Yield. The proceeds of the Notes will not be used to purchase an Investment for the purpose of carrying out the governmental purpose of the financing.

Section 3.12 Issue Price and Yield on Notes.

(a) **Issue Price.** Based on the Purchaser's certifications in *Exhibit C* and the Financial Advisor's certifications in *Exhibit C-1*, the Issuer hereby elects to establish the issue prices of the Notes pursuant to Regulations § 1.148-1(f)(2)(iii) (relating to the so-called "competitive sales rule"). Therefore, the aggregate issue price of the Notes for such purpose is \$[_____], without accrued interest.

(b) **Note Yield.** Based on the aggregate issue price of the Notes set forth in (a), the Yield on the Notes is [_____]%, as computed by Bond Counsel and shown on *Schedule 1* attached to this Tax Certificate. The Issuer has not entered into an interest rate swap agreement with respect to any portion of the proceeds of the Notes.

Section 3.13 Miscellaneous Arbitrage Matters.

(a) **No Abusive Arbitrage Device.** The Notes are not and will not be part of a transaction or series of transactions that has the effect of (1) enabling the Issuer to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (2) overburdening the tax-exempt bond market.

(b) **No Over-Issuance.** The sale proceeds of the Notes, together with expected Investment earnings thereon and Qualified Equity, do not exceed the cost of the governmental purpose of the Notes as described above.

Section 3.14 Conclusion. On the basis of the facts, estimates and circumstances set forth in this Tax Certificate, the Issuer does not expect that the Note proceeds will be used in a manner that would cause any Note to be an "arbitrage bond" within the meaning of Code § 148 and the Regulations.

ARTICLE IV

TAX COMPLIANCE POLICIES AND PROCEDURES

Section 4.01 General.

(a) **Purpose of Article.** The purpose of this Article is to supplement the Tax Compliance Procedure and to set out specific policies and procedures governing compliance with the federal income tax requirements that apply after the Notes are issued. The Issuer recognizes that interest on the Notes will remain excludable from gross income only if the Post-Issuance Tax Requirements are followed after the Issue Date. The Issuer further acknowledges that written evidence substantiating compliance with the Post-

Issuance Tax Requirements must be retained in order to permit the Notes to be refinanced with tax-exempt obligations and substantiate the position that interest on the Notes is exempt from gross income in the event of an audit of the Notes by the IRS.

(b) ***Written Policies and Procedures of the Issuer.*** The Issuer intends for the Tax Compliance Procedure, as supplemented by this Tax Certificate, to be its primary written policies and procedures for monitoring compliance with the Post-Issuance Tax Requirements for the Notes and to supplement any other formal policies and procedures related to the Post-Issuance Requirements that the Issuer has established or establishes in the future. The provisions of this Tax Certificate are intended to be consistent with the Tax Compliance Procedure. In the event of any inconsistency between the Tax Compliance Procedure and this Tax Certificate, the terms of this Tax Certificate will govern.

(c) ***Bond Compliance Officer.*** The Issuer when necessary to fulfill the Post-Issuance Tax Requirements will, through its Bond Compliance Officer, sign Form 8038-T in connection with the payment of arbitrage rebate participate in any federal income tax audit of the Notes or related proceedings under a voluntary compliance agreement procedures (VCAP) or undertake a remedial action procedure pursuant to Regulations § 1.141-12. In each case, all costs and expenses incurred by the Issuer shall be treated as a reasonable cost of administering the Notes and the Issuer shall be entitled to reimbursement and recovery of its costs to the same extent as provided in the Note Resolution or State law.

Section 4.02 Record Keeping; Use of Note Proceeds and Use of Financed Improvements.

(a) ***Record Keeping.*** The Bond Compliance Officer will maintain the Tax-Exempt Bond File for the Notes in accordance with the Tax Compliance Procedure. Unless otherwise specifically instructed in writing by Bond Counsel or to the extent otherwise provided in this Tax Certificate, the Bond Compliance Officer shall retain records related to the Post-Issuance Tax Requirements until 3 years following the final maturity of (1) the Notes or (2) any obligation issued to refund the Notes. Any records maintained electronically must comply with Section 4.01 of Revenue Procedure 97-22, which generally provides that an electronic storage system must (A) ensure an accurate and complete transfer of the hardcopy records which indexes, stores, preserves, retrieves and reproduces the electronic records, (B) include reasonable controls to ensure integrity, accuracy and reliability of the electronic storage system and to prevent unauthorized alteration or deterioration of electronic records, (C) exhibit a high degree of legibility and readability both electronically and in hardcopy, (D) provide support for other books and records of the Issuer and (5) not be subject to any agreement that would limit the ability of the IRS to access and use the electronic storage system on the Issuer's premises.

(b) ***Accounting and Allocation of Note Proceeds and Qualified Equity to Expenditures.*** The Bond Compliance Officer will account for the investment and expenditure of Note proceeds in the level of detail required by the Tax Compliance Procedure. The Bond Compliance Officer will supplement the expected allocation of Note proceeds to expenditures with a Final Written Allocation as required by the Tax Compliance Procedure.

(c) ***Annual Compliance Checklist.*** Attached as ***Exhibit E*** is a sample Annual Compliance Checklist for the Notes. The Bond Compliance Officer will prepare and complete an Annual Compliance Checklist for the Financed Improvements at least annually in accordance with the Tax Compliance Procedure. In the event the Annual Compliance Checklist identifies a deficiency in compliance with the requirements of this Tax Certificate, the Bond Compliance Officer will take the actions identified in advice from Bond Counsel or the Tax Compliance Procedure to correct any deficiency.

(d) **Advice from Bond Counsel.** The Bond Compliance Officer is responsible for obtaining and delivering to the Issuer any advice received from Bond Counsel required under the provisions of this Tax Certificate or the Annual Compliance Checklist.

Section 4.03 Restrictions on Investment Yield. Except as described below, Gross Proceeds must not be invested at a Yield greater than the Yield on the Notes:

(a) **Improvement Fund and Cost of Issuance Account.** Note proceeds deposited in the Improvement Fund and the Cost of Issuance Account and Investment earnings on those proceeds may be invested without Yield restriction for up to 3 years following the Issue Date. If any unspent proceeds remain in such fund and account after 3 years, those amounts may continue to be invested without Yield restriction so long as the Issuer pays to the IRS all Yield reduction payments in accordance with Regulations § 1.148-5(c). These payments are required whether or not the Notes are exempt from the arbitrage rebate requirements of Code § 148.

(b) **Debt Service Account.** To the extent that the Debt Service Account qualifies as a Bona Fide Debt Service Fund, money in such account may be invested without Yield restriction for 13 months after the date of deposit. Earnings on such amounts may be invested without Yield restriction for 1 year after the date of receipt of such earnings.

(c) **Minor Portion.** In addition to the amounts described above, Gross Proceeds not exceeding the Minor Portion may be invested without Yield restriction.

Section 4.04 Procedures for Establishing Fair Market Value of Investments.

(a) **General.** No Investment may be acquired with Gross Proceeds for an amount (including transaction costs) in excess of the fair market value of such Investment, or sold or otherwise disposed of for an amount (including transaction costs) less than the fair market value of the Investment. The fair market value of any Investment is the price a willing buyer would pay to a willing seller to acquire the Investment in a bona fide, arm's-length transaction. Fair market value will be determined in accordance with Regulations § 1.148-5.

(b) **Established Securities Market.** Except for Investments purchased for a yield-restricted defeasance escrow, if an Investment is purchased or sold in an arm's-length transaction on an established securities market (within the meaning of Code § 1273), the purchase or sale price constitutes the fair market value. Where there is no established securities market for an Investment, market value must be established using one of the paragraphs below. The fair market value of Investments purchased for a Yield-restricted defeasance escrow must be determined in a bona fide solicitation for bids that complies with Regulations § 1.148-5.

(c) **Certificates of Deposit.** The purchase price of a certificate of deposit (a "CD") is treated as its fair market value on the purchase date if (1) the CD has a fixed interest rate, a fixed payment schedule, and a substantial penalty for early withdrawal, (2) the Yield on the CD is not less than the Yield on reasonably comparable direct obligations of the United States, and (3) the Yield is not less than the highest Yield published or posted by the CD issuer to be currently available on reasonably comparable CDs offered to the public.

(d) **Guaranteed Investment Contracts.** The Issuer is applying Regulations § 1.148-5(d)(6)(iii)(A) (relating to electronic bidding of Guaranteed Investment Contracts) to the Notes. The purchase price of a Guaranteed Investment Contract is treated as its fair market value on the purchase date if all of the following requirements are met:

(1) *Bona Fide Solicitation for Bids.* The Issuer makes a bona fide solicitation for the Guaranteed Investment Contract, using the following procedures:

(A) The bid specifications are in writing and are timely forwarded to potential providers, or are made available on an internet website or other similar electronic media that is regularly used to post bid specifications to potential bidders. A writing includes a hard copy, a fax, or an electronic e-mail copy.

(B) The bid specifications include all “material” terms of the bid. A term is material if it may directly or indirectly affect the yield or the cost of the Guaranteed Investment Contract.

(C) The bid specifications include a statement notifying potential providers that submission of a bid is a representation (i) that the potential provider did not consult with any other potential provider about its bid, (ii) that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the Issuer, or any other person (whether or not in connection with the bond issue), and (iii) that the bid is not being submitted solely as a courtesy to the Issuer, or any other person, for purposes of satisfying the requirements of the Regulations.

(D) The terms of the bid specifications are “commercially reasonable.” A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the yield of the Guaranteed Investment Contract.

(E) The terms of the solicitation take into account the Issuer’s reasonably expected deposit and draw-down schedule for the amounts to be invested.

(F) All potential providers have an equal opportunity to bid. If the bidding process affords any opportunity for a potential provider to review other bids before providing a bid, then providers have an equal opportunity to bid only if all potential providers have an equal opportunity to review other bids. Thus, no potential provider may be given an opportunity to review other bids that is not equally given to all potential providers (that is no exclusive “last look”).

(G) At least 3 “reasonably competitive providers” are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of investments being purchased.

(2) *Bids Received.* The bids received by the Issuer must meet all of the following requirements:

(A) The Issuer receives at least 3 bids from providers that were solicited as described above and that do not have a “material financial interest” in the issue. For this purpose, (i) a lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the issue date of the issue, (ii) any entity acting as a financial advisor with respect to the purchase of the Guaranteed Investment Contract at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue, and (iii) a provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(B) At least 1 of the 3 bids received is from a reasonably competitive provider, as defined above.

(C) If the Issuer uses an agent or broker to conduct the bidding process, the agent or broker did not bid to provide the Guaranteed Investment Contract.

(3) *Winning Bid.* The winning bid is the highest yielding bona fide bid (determined net of any broker's fees).

(4) *Fees Paid.* The obligor on the Guaranteed Investment Contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the Guaranteed Investment Contract.

(5) *Records.* The Issuer retains the following records with the bond documents until 3 years after the last outstanding Note is redeemed:

(A) A copy of the Guaranteed Investment Contract.

(B) The receipt or other record of the amount actually paid by the Issuer for the Guaranteed Investment Contract, including a record of any administrative costs paid by the Issuer, and the certification as to fees paid, described in paragraph (d)(4) above.

(C) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.

(D) The bid solicitation form and, if the terms of the Guaranteed Investment Contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

(e) *Other Investments.* If an Investment is not described above, the fair market value may be established through a competitive bidding process, as follows:

(1) At least 3 bids on the Investment must be received from persons with no financial interest in the Notes (e.g., as underwriters or brokers); and

(2) the Yield on the Investment must be equal to or greater than the Yield offered under the highest bid.

Section 4.05 Certain Gross Proceeds Exempt from the Rebate Requirement.

(a) *General.* A portion of the Gross Proceeds of the Notes may be exempt from rebate pursuant to one or more of the following exceptions. The exceptions typically will not apply with respect to all Gross Proceeds of the Notes and will not otherwise affect the application of the Investment limitations described in **Section 4.03**. Unless specifically noted, the obligation to compute, and if necessary, to pay rebate as set forth in **Section 4.06** applies even if a portion of the Gross Proceeds of the Notes is exempt from the rebate requirement. To the extent all or a portion of the Notes is exempt from rebate the Rebate Analyst may account for such fact in connection with its preparation of a rebate report described in **Section 4.06**. The Issuer may defer the final rebate Computation Date and the payment of rebate for the Notes to the extent permitted by Regulations §§ 1.148-7(b)(1) and 1.148-3(e)(2) but only in accordance with specific written instructions provided by the Rebate Analyst.

(b) ***Applicable Spending Exceptions.***

(1) The Issuer expects that at least 75% of the Available Construction Proceeds will be used for construction or rehabilitation expenditures for property owned by the Issuer.

(2) The following optional rebate spending exceptions can apply to the Notes:

- 6-month spending exception (Code § 148(f)(4)(B) and Regulations § 1.148-7(c)).
- 18-month spending exception (Regulations § 1.148-7(d)).
- 2-year spending exception (Code § 148(f)(4)(C) and Regulations § 1.148-7(e)).

(c) ***Special Elections Made with Respect to Spending Exception Elections.*** No special elections are being made in connection with the application of the spending exceptions.

(d) ***Bona Fide Debt Service Fund.*** To the extent that the Debt Service Account qualifies as a Bona Fide Debt Service Fund, Investment earnings in the Debt Service Account cannot be taken into account in computing arbitrage rebate: (1) with respect to such portion that meets the 6-month, or (2) for a given Bond Year, if the gross earnings on the Debt Service Account for such Bond Year are less than \$100,000. If the average annual debt service on the Notes does not exceed \$2,500,000, the \$100,000 earnings test may be treated as satisfied in every Bond Year.

(e) ***Documenting Application of Spending Exception.*** At any time prior to the first Computation Date, the Issuer may engage the Rebate Analyst to determine whether one or more spending exceptions has been satisfied, and the extent to which the Issuer must continue to comply with **Section 4.06**.

(f) ***General Requirements for Spending Exception.*** The following general requirements apply in determining whether a spending exception is met:

(1) Using Adjusted Gross Proceeds or Available Construction Proceeds to pay principal of any Note is not taken into account as an expenditure for purposes of meeting any of the spending tests.

(2) The six-month spending exception generally is met if all Adjusted Gross Proceeds of the Notes are spent within 6 months following the Issue Date. The test may still be satisfied even if up to 5% of the sale proceeds remain at the end of the initial six-month period, so long as this amount is spent within one year of the Issue Date.

(3) The 18-month spending exception generally is met if all Adjusted Gross Proceeds of the Notes are spent in accordance with the following schedule:

Time Period After the Issue Date	Minimum Percentage of Adjusted Gross Proceeds Spent
6 months	15%
12 months	60%
18 months (Final)	100%

(4) The 2-year spending exception generally is met if all Available Construction Proceeds are spent in accordance with the following schedule:

Time Period After the Issue Date	Minimum Percentage of Available Construction Proceeds Spent
6 months	10%
12 months	45%
18 months	75%
24 months (Final)	100%

(5) For purposes of applying the 18-month and 2 year spending exceptions only, the failure to satisfy the **final** spending requirement is disregarded if the Issuer uses due diligence to complete the Financed Improvements and the failure does not exceed the lesser of 3% of the aggregate issue price the Notes or \$250,000. **No such exception applies for any other spending period.**

(6) For purposes of applying the 18-month and 2 year spending exceptions only, the Notes meet the applicable spending test even if, at the end of the **final** spending period, proceeds not exceeding a Reasonable Retainage remain unspent, so long as such Reasonable Retainage is spent within 30 months (in the case of the 18-month exception) or 3 years (in the case of the 2 year spending test) after the Issue Date.

Section 4.06 Computation and Payment of Arbitrage Rebate.

(a) **Computation of Rebate Amount.** The Issuer will provide the Rebate Analyst Investment reports relating to each fund held by it that contains Gross Proceeds of the Notes together with copies of Investment reports for any funds containing Gross Proceeds that are held by a party other than the Issuer annually as of the end of each Bond Year and not later than 10 days following each Computation Date. Each Investment report provided to the Rebate Analyst will contain a record of each Investment, including (1) purchase date, (2) purchase price, (3) information establishing the fair market value on the date such Investment was allocated to the Notes, (4) any accrued interest paid, (5) face amount, (6) coupon rate, (7) frequency of interest payments, (8) disposition price, (9) any accrued interest received, and (10) disposition date. Such records may be supplied in electronic form. The Rebate Analyst will compute rebate following each Computation Date and deliver a written report to the Issuer together with an opinion or certificate of the Rebate Analyst stating that arbitrage rebate was determined in accordance with the Regulations. Each report and opinion will be provided not later than 45 days following the Computation Date to which it relates. In performing its duties, the Rebate Analyst may rely, in its discretion, on the correctness of financial analysis reports prepared by other professionals. If the sum of the amount on deposit in the Rebate Fund and the value of prior rebate payments is less than the arbitrage rebate due, the Issuer will, within 55 days after such Computation Date, pay the amount of the deficiency for deposit into the Rebate Fund. If the sum of the amount on deposit in the Rebate Fund and the value of prior rebate payments is greater than the Rebate Amount the Issuer will transfer such surplus in the Rebate Fund to the Debt Service Fund. After the final Computation Date or at any other time if the Rebate Analyst has advised the Issuer, any money left in the Rebate Fund will be paid to the Issuer and may be used for any purpose not prohibited by law.

(c) **Rebate Payments.** Within 60 days after each Computation Date, the Issuer will pay to the United States the rebate amount then due, determined in accordance with the Regulations. Each payment must be (1) accompanied by IRS Form 8038-T and such other forms, documents or certificates as may be

required by the Regulations, and (2) mailed or delivered to the IRS at the address shown below, or to such other location as the IRS may direct:

Internal Revenue Service Center
Ogden, UT 84201

(d) **Successor Rebate Analyst.** If the firm acting as the Rebate Analyst resigns or becomes incapable of acting for any reason, or if the Issuer desires that a different firm act as the Rebate Analyst, then the Issuer by an instrument or concurrent instruments in writing delivered to the firm then serving as the Rebate Analyst and any other party to this Tax Certificate, will name a successor Rebate Analyst. In each case the successor Rebate Analyst must be a firm of nationally recognized bond counsel or a firm of independent certified public accountants and such firm must expressly agree to undertake the responsibilities assigned to the Rebate Analyst hereunder.

(e) **Filing Requirements.** The Issuer will file or cause to be filed with the IRS such reports or other documents as are required by the Code in accordance with advice from Bond Counsel.

(f) **Survival after Defeasance.** Notwithstanding anything in the Note Resolution to the contrary, the obligation to pay arbitrage rebate to the United States will survive the payment or defeasance of the Notes.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 5.01 Term of Tax Certificate. This Tax Certificate will be effective concurrently with the issuance and delivery of the Notes and will continue in force and effect until the principal of, redemption premium, if any, and interest on all Notes have been fully paid and all such Notes are cancelled; provided that the provisions of *Article IV* of this Tax Certificate regarding payment of arbitrage rebate and all related penalties and interest will remain in effect until all such amounts are paid to the United States and the provisions in *Section 4.02* relating to record keeping shall continue in force for the period described therein for records to be retained.

Section 5.02 Amendments. This Tax Certificate may be amended from time to time by the Issuer without notice to or the consent of any of the Note Owners, but only if such amendment is in writing and is accompanied by advice from Bond Counsel to the effect that, under then-existing law, assuming compliance with this Tax Certificate as so amended and the Note Resolution, such amendment will not cause any Note to be an arbitrage bond under Code § 148 or otherwise cause interest on any Note to be included in gross income for federal income tax purposes. No amendment will become effective until the Issuer receives advice from Bond Counsel, addressed to the Issuer, that the amendment will not adversely affect the exclusion of the interest on the Notes from gross income for federal income tax purposes.

Section 5.03 Advice from Bond Counsel. The Issuer may deviate from the provisions of this Tax Certificate if furnished with advice from Bond Counsel to the effect that the proposed deviation will not adversely affect the exclusion of interest on the Notes from gross income for federal income tax purposes. The Issuer further agrees to comply with any further or different instructions provided in advice from Bond Counsel to the effect that the further or different instructions need to be complied with in order to maintain the validity of the Notes or the exclusion from gross income of interest on the Notes.

Section 5.04 Reliance. In delivering this Tax Certificate the Issuer is making only those certifications, representations and agreements as are specifically attributed to them in this Tax Certificate. The Issuer is not aware of any facts or circumstances which would cause it to question the accuracy of the facts, circumstances, estimates or expectations of any other party providing certifications as part of this Tax Certificate and, to the best of its knowledge, those facts, circumstances, estimates and expectations are reasonable. The Issuer understands that its certifications will be relied upon by Bond Counsel in rendering its opinion as to the validity of the Notes and the exclusion from federal gross income of the interest on the Notes.

Section 5.05 Severability. If any provision in this Tax Certificate or in the Notes is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired.

Section 5.06 Benefit of Certificate. This Tax Certificate is binding upon the Issuer, its respective successors and assigns, and inures to the benefit of the Issuer and the owners of the Notes. Nothing in this Tax Certificate, the Note Resolution or the Notes, express or implied, gives to any person, other than the Issuer, its successors and assigns, and the owners of the Notes, any benefit or any legal or equitable right, remedy or claim under this Tax Certificate.

Section 5.07 Default, Breach and Enforcement. Any misrepresentation of a party contained herein or any breach of a covenant or agreement contained in this Tax Certificate may be pursued by the Note Owners pursuant to the terms of the Note Resolution or any other document which references this Tax Certificate and gives remedies for a misrepresentation or breach thereof.

Section 5.08 Governing Law. This Tax Certificate will be governed by and construed in accordance with the laws of the State.

Section 5.09 Electronic Transactions. The transactions described herein may be conducted, and related documents may be sent, received, executed, and stored, by electronic means. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means) 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.

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THE UNDERSIGNED, Mayor and Clerk of the Issuer, by their execution of this Tax Certificate hereby make the foregoing certifications, representations, and agreements contained in this Tax Certificate on behalf of the Issuer, as of the Issue Date.

CITY OF OSAWATOMIE, KANSAS

By: _____
Mayor

By: _____
Clerk

EXHIBIT A

IRS FORM 8038-G

(EVIDENCE OF FILING OF FORM 8038-G)

EXHIBIT B

RECEIPT FOR PURCHASE PRICE

\$7,380,000*

**CITY OF OSAWATOMIE, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2023-1
DATED JULY 12, 2023**

The undersigned Clerk of the City of Osawatomeie, Kansas, this day received from [Purchaser], [Purchaser City, State], the original purchaser of the above-described notes (the "Notes"), the full purchase price of the Notes, said purchase price and net amount received by the Issuer being calculated as follows:

Principal Amount.....	\$7,380,000*.00
Plus Reoffering Premium	_____
[Less Underwriting [Discount] [Compensation]	- _____]
[Plus Original Issue Premium.....	_____]
[Less Original Issue Discount.....	- _____]
Total Purchase Price.....	\$ _____
Net Amount Received	\$ _____

DATED: July 12, 2023.

CITY OF OSAWATOMIE, KANSAS

By: _____
Clerk

EXHIBIT C

RECEIPT AND REPRESENTATION

\$7,380,000*

**CITY OF OSAWATOMIE, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2023-1
DATED JULY 12, 2023**

This Receipt and Representation (the “Certificate”) is being delivered by [Purchaser], [Purchaser City, State] (the “Purchaser”) as original purchaser of the above-described notes (the “Notes”), being issued on the date of this Receipt (the “Issue Date”) by the City of Osawatomie, Kansas (the “Issuer”), certifies and represents as follows:

1. Authorized Representative. The undersigned is the duly authorized representative of the Purchaser.

2. Receipt for Notes. The Purchaser acknowledges receipt by the Depository Trust Company on behalf of the Purchaser on the Issue Date, consisting of fully registered “book-entry-only” notes in Authorized Denominations in a form acceptable to the Purchaser.

3. Issue Price.

(a) **Public Offering.** The Purchaser offered all of the Notes to the Public in a *bona fide* initial offering.

(b) **Expected Initial Offering Prices.** As of the sale date of the Notes (July 27, 2023), the reasonably expected initial offering prices of the Notes to the Public by the Purchaser are the prices listed in *Schedule 1* attached to this Certificate (the “Expected Offering Prices”). The Expected Offering Prices are the prices for the Maturities used by the Purchaser in formulating its bid to purchase the Notes.

(c) **Defined Terms.**

(i) The term “Maturity” means Notes with the same credit and payment terms. Notes with different maturity dates, or Notes with the same maturity date but different stated interest rates, are treated as separate maturities.

(ii) The term “Public” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” is defined in U.S. Treasury Regulation § 1.150-1(b) which generally provides that the term related party means any two or more persons who have a greater than 50 percent common ownership, directly or indirectly.

(iii) The term “Underwriter” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Notes to the Public, and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) of this paragraph to participate in the initial sale of the Notes to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Notes to the Public).

4. Reliance. The representations set forth in this Certificate are limited to factual matters only. Nothing in this Certificate represents the Purchaser's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the certifications contained herein will be relied upon by the Issuer in executing and delivering its Federal Tax Certificate and with respect to compliance with the federal income tax rules affecting the Notes, and by Gilmore & Bell, P.C., Bond Counsel, in rendering its opinion relating to the exclusion from federal gross income of the interest on the Notes and other federal income tax advice that it may give to the Issuer from time to time relating to the Notes.

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Dated: July 12, 2023.

[PURCHASER]
[PURCHASER CITY, STATE]

By: _____
Title: _____

SCHEDULE I

EXPECTED OFFERING PRICES

Stated Maturity		Principal	Annual Rate	Initial Offering
<u>March 1</u>		<u>Amount</u>	<u>of Interest</u>	<u>Price</u>
2027	\$		%	%

EXHIBIT C-1

CERTIFICATE OF FINANCIAL ADVISOR

\$7,380,000*

**CITY OF OSAWATOMIE, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2023-1
DATED JULY 12, 2023**

The undersigned, on behalf of Ehlers Municipal Advisors, Roseville, Minnesota (the “Financial Advisor”), as municipal advisor to the City of Osawatomie, Kansas (the “Issuer”) in connection with the issuance of the above-described notes (the “Notes”), has assisted the Issuer in soliciting and receiving bids from potential underwriters in connection with the sale of the Notes in a competitive bidding process in which bids were requested for the purchase of the Notes at specified written terms, and hereby certifies as set forth below with respect to the bidding process and award of the Notes:

1. The Notes were offered for sale at specified written terms more particularly described in the Notice of Note Sale, which was distributed to potential bidders, a copy of which is attached to this Certificate as ***Attachment 1***.

2. The Notice of Note Sale was disseminated electronically and information regarding the sale of the Notes was provided to PARITY® prior to the sale date. The method of distribution of the Notice of Note Sale is regularly used for purposes of disseminating notices of sale of new issuances of municipal bonds, and notices disseminated in such manner are widely available to potential bidders.

3. To the knowledge of the Financial Advisor, all bidders were offered an equal opportunity to bid to purchase the Notes, and the bidding process did not afford any opportunity for bidders to review other bids before providing a bid (that is, no “last-look”).

4. The Issuer received bids from at least three bidders who represented that each has an established industry reputation for underwriting new issuances of municipal bonds. Based upon the Financial Advisor’s knowledge and experience in acting as the municipal advisor for other municipal issues, the Financial Advisor believes those representations to be accurate. Copies of the bids received are attached to this Certificate as ***Attachment 2***.

5. The winning bidder was [Purchaser], [Purchaser City, State] (the “Purchaser”), whose bid was determined to be the best conforming bid in accordance with the terms set forth in the Notice of Note Sale, as shown in the bid comparison attached to this Certificate as ***Attachment 3***. The Issuer awarded the Notes to the Purchaser.

The representations set forth in this certificate are limited to factual matters only. Nothing in this Certificate represents the Financial Advisor’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the certifications contained herein will be relied upon by the Issuer in executing and delivering its Federal Tax Certificate and with respect to compliance with the federal income tax rules affecting the Notes, and by Gilmore & Bell, P.C., Bond Counsel, in rendering its opinion relating to the exclusion from federal gross income of the interest on the Notes and other federal income tax advice that it may give to the Issuer from time to time relating to the Notes.

Dated: July 12, 2023.

EHLERS MUNICIPAL ADVISORS

By: _____
Title: _____

ATTACHMENT 1

NOTICE OF NOTE SALE

ATTACHMENT 2
BIDS RECEIVED

ATTACHMENT 3
BID COMPARISON

EXHIBIT D

**DESCRIPTION OF PROPERTY COMPRISING THE FINANCED IMPROVEMENTS
[AND LIST OF REIMBURSEMENT EXPENDITURES]**

\$7,380,000*

**CITY OF OSAWATOMIE, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2023-1
DATED JULY 12, 2023**

Description	Estimated Date Placed in Service	Estimated Useful Life	Estimated Total Cost
Water System Improvements	[month/year]	30 years	\$2,500,000
City Trail Project	[month/year]	20 years	1,900,000
Main Trafficway Improvements	[month/year]	20 years	2,500,000
Total			

<i>Estimated Amount Financed from Notes</i>			\$ / /
<i>Estimated Amount Financed from Other Sources</i>			\$ / /

EXHIBIT E

FORM OF ANNUAL COMPLIANCE CHECKLIST

\$7,380,000*

**CITY OF OSAWATOMIE, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2023-1
DATED JULY 12, 2023**

The Bond Compliance Officer is the person that the Issuer has identified in the Tax Compliance Procedure who is primarily responsible for working with other Issuer officials, departments and administrators and for consulting with Bond Counsel, other legal counsel and outside experts to the extent necessary to carry out the Post-Issuance Tax Requirements for the Notes. On the Issue Date, the Issuer identified certain assets financed in whole or in part by the Notes (the “Financed Improvements”), as evidenced on *Exhibit D* to the Federal Tax Certificate. Please complete this checklist within 90 days after the conclusion of the Issuer’s Fiscal Year. Should you have questions or need assistance in completing the checklist, please contact Bond Counsel at the address below. A completed copy of this annual checklist should be placed in the Tax-Exempt Bond File and retained in the Issuer’s permanent records for at least 3 years after the final maturity of (1) the Notes or (2) any obligation issued to refund the Notes.

Bond Compliance Officer Name: [_____]
Bond Compliance Officer Signature: [_____]
Date of Report: [_____]
Annual Period Covered by Report: [_____]

****If the answers to any of the following questions identify any compliance deficiencies, the Bond Compliance Officer should immediately contact Bond Counsel and take actions required in the Tax Compliance Procedure.****

Item	Question	Response
1 Ownership	Were all of the Financed Improvements owned by the Issuer during the entire Annual Period?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer above was “No,” was advice of Bond Counsel obtained prior to the transfer? If Yes, include a description of the advice in the Tax-Exempt Bond File. If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2 Leases & Other Rights to Possession	During the Annual Period, was any part of the Financed Improvements leased at any time pursuant to a lease or similar agreement for more than 50 days?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer above was “Yes,” was advice of Bond Counsel obtained prior to entering into the lease or other arrangement? If Yes, include a description of the advice in the Tax-Exempt Bond File. If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	<input type="checkbox"/> Yes <input type="checkbox"/> No

Item	Question	Response
3 Management or Service Agreements	During the Annual Period, has the management of all or any part of the operations of the Financed Improvements (e.g., cafeteria, gift shop, etc.) been assumed by or transferred to another entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer above was “Yes,” was advice of Bond Counsel obtained prior to entering into the Management Agreement? If Yes, include a description of the advice in the Tax-Exempt Bond File. If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	<input type="checkbox"/> Yes <input type="checkbox"/> No
4 Other Use	Was any other agreement entered into with an individual or entity that grants special legal rights to the Financed Improvements?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer above was “Yes,” was advice from Bond Counsel obtained prior to entering into the agreement? If Yes, include a description of the advice in the Tax-Exempt Bond File. If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	<input type="checkbox"/> Yes <input type="checkbox"/> No
5 Proceeds & Investments	Have any Gross Proceeds of the Notes been invested in a Guaranteed Investment Contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Has the Issuer entered into an Interest Rate Swap Agreement with respect to the Notes?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Has any sinking or reserve fund for the payment of the Notes been established (other than funds and accounts created in the Note Resolution)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Have any of the Notes been redeemed or refunded in advance of their scheduled maturities?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer to any of the above questions was “Yes,” notify Bond Counsel with such information and place a copy of documentation in the Tax-Exempt Bond File.	
6 Arbitrage & Yield Restriction	Has the Issuer set aside money in any fund or account in excess of an amount needed to pay debt service on the Notes within the next 12 months (i.e. is more than one year of debt service pre-funded)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Were any Note proceeds on deposit in the Improvement Fund more than three years after the Issue Date?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If Yes to either, contact Bond Counsel and incorporate report or include description of resolution in the Tax-Exempt Bond File.	

Bond Counsel:

Gilmore & Bell, P.C.
 100 N. Main, Suite 800
 Wichita, Kansas 67202
 Phone: (316) 267-2091
 Attn: Mitch Walter
 Email: mwalter@gilmorebell.com

DEBT SERVICE SCHEDULE AND PROOF OF YIELD

July 27, 2023

SALE DAY REPORT FOR:

City of Osawatomie, Kansas

**\$7,685,000 General Obligation Temporary Notes,
Series 2023-1**



Prepared by:

Ehlers
3060 Centre Pointe Drive
Roseville, MN 55113

Bruce Kimmel,
Senior Municipal Advisor

Nick Anhut,
Senior Municipal Advisor

Dan Tienter,
Municipal Advisor

BUILDING COMMUNITIES. IT'S WHAT WE DO.

Competitive Sale Results

PURPOSE: For the purposes of construction financing for City street, trail, and water utility system improvements.

RATING: S&P Global Ratings "A"

NUMBER OF BIDS: 2

LOW BIDDER: Loop Capital Markets, Chicago, Illinois

COMPARISON FROM LOWEST TO HIGHEST BID: (TIC as bid)

LOW BID:* 3.8421%

HIGH BID: 3.8482%

Summary of Sale Results	
Principal Amount:*	\$7,685,000
Underwriter's Discount:	\$52,258
Reoffering Premium:	\$28,742
True Interest Cost:	3.8421%
Capitalized Interest:	\$881,373
Costs of Issuance:	\$76,030
Yield:	3.50%
Total Net P&I	\$7,829,094

NOTES: State of Kansas - Office of the State Treasurer, Topeka, Kansas will serve as Paying Agent on the Notes.

The Notes maturing March 1, 2027 and thereafter are callable March 1, 2025 or any date thereafter.

*Subsequent to bid opening, the issue size was decrease to \$7,685,000.00.

CLOSING DATE: August 10, 2023

CITY COUNCIL ACTION: Adopt a resolution awarding the sale of \$7,685,000 General Obligation Temporary Notes, Series 2023-1.

SUPPLEMENTARY ATTACHMENTS

- Bid Tabulation
- Sources and Uses of Funds
- Updated Debt Service Schedules
- Rating Report

BID TABULATION

\$7,850,000* General Obligation Temporary Notes, Series 2023-1

City of Osawatomie, Kansas

SALE: July 27, 2023

AWARD: LOOP CAPITAL MARKETS

Rating: S&P Global Ratings "A"

Tax Exempt - Bank Qualified

NAME OF BIDDER	MATURITY (March 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	TRUE INTEREST RATE
LOOP CAPITAL MARKETS Chicago, Illinois	2027	3.750%	3.500%	\$7,825,979.00	\$1,071,505.38	3.8421%
BAIRD Milwaukee, Wisconsin						3.8482%

* Subsequent to bid opening the issue size was decreased to \$7,685,000.
Adjusted Price - \$7,661,483.90 Adjusted Net Interest Cost - \$1,048,983.30

City of Osawatomie, Kansas

\$7,685,000 General Obligation Temporary Notes, Series 2023-1
Issue Summary

Total Issue Sources And Uses

Dated 08/10/2023 | Delivered 08/10/2023

	6th Street	Trails	Water	Issue Summary
Sources Of Funds				
Par Amount of Bonds	\$2,870,000.00	\$1,945,000.00	\$2,870,000.00	\$7,685,000.00
Reoffering Premium	10,733.80	7,274.30	10,733.80	28,741.90
Total Sources	\$2,880,733.80	\$1,952,274.30	\$2,880,733.80	\$7,713,741.90
Uses Of Funds				
Total Underwriter's Discount (0.680%)	19,516.00	13,226.00	19,516.00	52,258.00
Costs of Issuance	31,655.13	15,981.11	28,393.76	76,030.00
Deposit to Capitalized Interest (CIF) Fund	329,153.13	223,067.19	329,153.13	881,373.45
Deposit to Project Construction Fund	2,500,409.54	1,700,000.00	2,503,670.91	6,704,080.45
Total Uses	\$2,880,733.80	\$1,952,274.30	\$2,880,733.80	\$7,713,741.90

City of Osawatomie, Kansas

\$7,685,000 General Obligation Temporary Notes, Series 2023-1 Issue Summary

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
08/10/2023	-	-	-	-	-
03/01/2024	-	-	160,904.70	160,904.70	160,904.70
09/01/2024	-	-	144,093.75	144,093.75	-
03/01/2025	-	-	144,093.75	144,093.75	288,187.50
09/01/2025	-	-	144,093.75	144,093.75	-
03/01/2026	-	-	144,093.75	144,093.75	288,187.50
09/01/2026	-	-	144,093.75	144,093.75	-
03/01/2027	7,685,000.00	3.750%	144,093.75	7,829,093.75	7,973,187.50
Total	\$7,685,000.00	-	\$1,025,467.20	\$8,710,467.20	-

Yield Statistics

Bond Year Dollars	\$27,345.79
Average Life	3.558 Years
Average Coupon	3.7500000%
Net Interest Cost (NIC)	3.8359954%
True Interest Cost (TIC)	3.8421369%
Bond Yield for Arbitrage Purposes	3.4999155%
All Inclusive Cost (AIC)	4.1445313%

IRS Form 8038

Net Interest Cost	3.6313135%
Weighted Average Maturity	3.558 Years

City of Osawatomie, Kansas

\$7,685,000 General Obligation Temporary Notes, Series 2023-1 Issue Summary

Net Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	Fiscal Total
08/10/2023	-	-	-	-	-	-	-
03/01/2024	-	-	160,904.70	160,904.70	(160,904.70)	-	-
09/01/2024	-	-	144,093.75	144,093.75	(144,093.75)	-	-
03/01/2025	-	-	144,093.75	144,093.75	(144,093.75)	-	-
09/01/2025	-	-	144,093.75	144,093.75	(144,093.75)	-	-
03/01/2026	-	-	144,093.75	144,093.75	(144,093.75)	-	-
09/01/2026	-	-	144,093.75	144,093.75	(144,093.75)	-	-
03/01/2027	7,685,000.00	3.750%	144,093.75	7,829,093.75	-	7,829,093.75	7,829,093.75
Total	\$7,685,000.00	-	\$1,025,467.20	\$8,710,467.20	(881,373.45)	\$7,829,093.75	-

Significant Dates

Dated	8/10/2023
First available call date	3/01/2025

City of Osawatomie, Kansas

\$2,870,000 General Obligation Temporary Notes, Series 2023-1

6th Street

Net Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	Fiscal Total
08/10/2023	-	-	-	-	-	-	-
03/01/2024	-	-	60,090.63	60,090.63	(60,090.63)	-	-
09/01/2024	-	-	53,812.50	53,812.50	(53,812.50)	-	-
03/01/2025	-	-	53,812.50	53,812.50	(53,812.50)	-	-
09/01/2025	-	-	53,812.50	53,812.50	(53,812.50)	-	-
03/01/2026	-	-	53,812.50	53,812.50	(53,812.50)	-	-
09/01/2026	-	-	53,812.50	53,812.50	(53,812.50)	-	-
03/01/2027	2,870,000.00	3.750%	53,812.50	2,923,812.50	-	2,923,812.50	2,923,812.50
Total	\$2,870,000.00	-	\$382,965.63	\$3,252,965.63	(329,153.13)	\$2,923,812.50	-

Significant Dates

Dated	8/10/2023
First available call date	3/01/2025

City of Osawatomie, Kansas

\$1,945,000 General Obligation Temporary Notes, Series 2023-1
Trails

Net Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	Fiscal Total
08/10/2023	-	-	-	-	-	-	-
03/01/2024	-	-	40,723.44	40,723.44	(40,723.44)	-	-
09/01/2024	-	-	36,468.75	36,468.75	(36,468.75)	-	-
03/01/2025	-	-	36,468.75	36,468.75	(36,468.75)	-	-
09/01/2025	-	-	36,468.75	36,468.75	(36,468.75)	-	-
03/01/2026	-	-	36,468.75	36,468.75	(36,468.75)	-	-
09/01/2026	-	-	36,468.75	36,468.75	(36,468.75)	-	-
03/01/2027	1,945,000.00	3.750%	36,468.75	1,981,468.75	-	1,981,468.75	1,981,468.75
Total	\$1,945,000.00	-	\$259,535.94	\$2,204,535.94	(223,067.19)	\$1,981,468.75	-

Significant Dates

Dated	8/10/2023
First available call date	3/01/2025



City of Osawatomie, Kansas

\$2,870,000 General Obligation Temporary Notes, Series 2023-1
Water

Net Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	Fiscal Total
08/10/2023	-	-	-	-	-	-	-
03/01/2024	-	-	60,090.63	60,090.63	(60,090.63)	-	-
09/01/2024	-	-	53,812.50	53,812.50	(53,812.50)	-	-
03/01/2025	-	-	53,812.50	53,812.50	(53,812.50)	-	-
09/01/2025	-	-	53,812.50	53,812.50	(53,812.50)	-	-
03/01/2026	-	-	53,812.50	53,812.50	(53,812.50)	-	-
09/01/2026	-	-	53,812.50	53,812.50	(53,812.50)	-	-
03/01/2027	2,870,000.00	3.750%	53,812.50	2,923,812.50	-	2,923,812.50	2,923,812.50
Total	\$2,870,000.00	-	\$382,965.63	\$3,252,965.63	(329,153.13)	\$2,923,812.50	-

Significant Dates

Dated	8/10/2023
First available call date	3/01/2025



RatingsDirect®

Summary:

Osawatomie, Kansas; General Obligation

Primary Credit Analyst:

Misty L Newland, Seattle + 1 (415) 371 5073; misty.newland@spglobal.com

Secondary Contact:

Joshua Travis, Dallas + 1 (972) 367 3340; joshua.travis@spglobal.com

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Credit Highlights

Outlook

Related Research

Summary:

Osawatomie, Kansas; General Obligation

Credit Profile

US\$7.85 mil GO temp nts ser 2023-1 due 03/01/2027

Long Term Rating A/Stable New

Osawatomie GO bnds

Long Term Rating A/Stable Downgraded

Credit Highlights

- S&P Global Ratings lowered its long-term rating to 'A' from 'A+' on Osawatomie, Kan.'s general obligation bonds outstanding.
- At the same time, we assigned our 'A' long-term rating to the city's approximately \$7.9 million series 2023-1 temporary notes.
- The outlook is stable.
- The lowered rating reflects the recent deterioration in available reserves below both the city's informal target and a level we consider nominally low, combined with additional debt beyond the city's previous projection that further increases an already elevated debt burden.

Security

The bonds are secured by the city's full faith and credit and are payable from ad valorem tax proceeds, which are levied without limitation as to rate or amount on all taxable tangible property within the territorial limits of the city. The note proceeds will fund street, trail, and water system improvements.

Credit overview

The city has historically been rooted in agribusiness and supported by the railroad industry, and currently derives some economic activity from tourism and recreation, owing to the nearby rivers and trails. The recent strong real estate market has been driven by out-migration from Kansas City. Few available residential lots limit new construction primarily to infill development. Management reports a few vacant commercial lots are also available for development, including 240 acres the state recently turned over to the city.

We had previously included capital improvement fund balances in our calculation of available reserves. With drawdowns in these funds for capital, combined with general fund deficit spending, available reserves were significantly reduced in fiscal 2022. Management attributes the general fund deficit to a delay in the anticipated annexation of a car dealership into the city, which was expected to increase sales tax revenue. We understand the city has reduced revenue expectations related to the car dealership annexation in the budget, and actual sales tax is performing better than budgeted for fiscal 2023, contributing to management's expectation for a general fund surplus by fiscal year-end Dec. 31. Management reports compensation is competitive for the region, with a recent pay evaluation resulting in salary increases during fiscal 2022.

The series 2023-1 notes principal will be capitalized through 2027 and will be refinanced with long-term debt. The approximately \$2.5 million portion intended for water system improvements will be refinanced with a state revolving loan through the utility. Management currently has no plans for additional debt because the city is nearing buildout. We do not view pension and other postemployment benefits liabilities as an immediate credit pressure, because required contributions currently make up a small portion of total governmental expenditures. However, Kansas Public Employees' Retirement System plan is not well funded and includes some assumptions that could lead to contribution volatility.

The 'A' rating reflects our assessment of the city's:

- Somewhat limited local economy that benefits from its position at the outer reaches of the Kansas City metro area;
- Projected positive general fund results for fiscal 2023, improving reserves to adequate levels, on a cash basis;
- Adequate policies and practices under our Financial Management Assessment methodology, including quarterly budget-to-actual comparisons presented to the council, long-term planning includes a five-year capital plan and financial forecast, and an informal reserves target equal to at least three months of general fund expenditures, which it is not currently meeting; combined with a strong institutional framework score; and
- Very weak debt profile and minimal pension pressures.

Environmental, social, and governance

The rating incorporates our view of the city's environmental, social, and governance (ESG) risks relative to its economy, management, financial measures, and debt and liability profile, which we view as neutral to our credit analysis. While this area may be exposed to tornados and inland flooding, we do not view environmental risk as heightened because damage is usually limited and covered by insurance or Federal Emergency Management Agency reimbursement.

Outlook

The stable outlook reflects our expectation that reserves and liquidity will not deteriorate further and future additional debt, if any, will not significantly increase an already elevated debt profile.

Downside scenario

We could lower the rating if the city were unable to restore balanced operations, resulting in further deterioration of liquidity or reserves.

Upside scenario

Although unlikely during the two-year outlook period, we could raise the rating if general fund reserves were restored and consistently maintained at the reserve target of 25%, all else being equal.

Osawatomie, Kansas--key credit metrics	Most recent	Historical information		
		2022	2021	2020
Weak economy				
Projected per capita EBI % of U.S.	66			
Market value per capita (\$)	42,473			
Population		4,394	4,320	
County unemployment rate(%)		2.6		
Market value (\$000)	186,628	159,212	175,864	
Ten largest taxpayers % of taxable value	25.4			
Adequate budgetary performance				
Operating fund result % of expenditures		(7.4)	0.8	4.6
Total governmental fund result % of expenditures		17.3	(11.6)	(5.5)
Adequate budgetary flexibility				
Available reserves % of operating expenditures		6.7	30.8	43.3
Total available reserves (\$000)		198	1,019	1,234
Very strong liquidity				
Total government cash % of governmental fund expenditures		13	47	60
Total government cash % of governmental fund debt service		134	384	403
Adequate management				
Financial Management Assessment	Standard			
Very weak debt & long-term liabilities				
Debt service % of governmental fund expenditures		9.4	12.3	14.9
Net direct debt % of governmental fund revenue	191			
Overall net debt % of market value	15.6			
Direct debt 10-year amortization (%)	81			
Required pension contribution % of governmental fund expenditures		2.8		
OPEB actual contribution % of governmental fund expenditures		0.0		
Strong institutional framework				

EBI--Effective buying income. OPEB--Other postemployment benefits. Data points and ratios may reflect analytical adjustments.

Related Research

- Through The ESG Lens 3.0: The Intersection Of ESG Credit Factors And U.S. Public Finance Credit Factors, March 2, 2022
- 2022 Update Of Institutional Framework For U.S. Local Governments

Certain terms used in this report, particularly certain adjectives used to express our view on rating relevant factors, have specific meanings ascribed to them in our criteria, and should therefore be read in conjunction with such criteria. Please see Ratings Criteria at www.standardandpoors.com for further information. Complete ratings information is available to subscribers of RatingsDirect at www.capitaliq.com. All ratings affected by this rating action can be found on S&P Global Ratings' public website at www.standardandpoors.com. Use the Ratings search box located in the left column.

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ACTION ITEM SUMMARY	Item Number:	10.A.
	Date:	June 26, 2023
Building Official	From:	Keith Myers

RE: Ordinance 3832 – Amending Chapter IV Section 4-105 and 4-202 of the 2018 Building Codes

RECOMMENDATION: That the City Council approve Ordinance 3832

DETAILS:

In June of 2022, the city council adopted Ordinance 3811 which incorporated the 2018 IBC and 2017 NEC and replaced the 2006 IBC and 2005 NEC. That ordinance adopted certain appendices deemed beneficial to the city as well as deleted certain sections of those codes that present undue burdens, including additional cost on remodels and new home construction. One of those areas deals with Arc Fault Circuit Interrupters (AFCI’s). In section 4-202 (b), Ordinance 3811 deleted the sections pertaining to AFCI’s in their entirety. However, when you get down into section 4-202 (c), Ordinance 3811 amended certain “exceptions” into the code which creates a great deal of ambiguity.

Additionally, there is a requirement in the code that states new construction with unfinished basements shall require the basement of the ceiling to be enclosed with ½” sheetrock. We are proposing that this be removed.

The code as adopted also identified several areas of work that were “exempt from permit”. These exceptions should have been removed when the code was adopted last summer but were overlooked. Everything that is stricken in Ordinance 3832 has always required permits in the past and we should continue to do so.

Related Statute / City Ordinances	3811
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Line Item Code/Description	N/A
Available Budget:	N/A

ORDINANCE NO. 3832

AN ORDINANCE AMENDING CHAPTER IV. BUILDINGS AND CONSTRUCTION, 4-105, 4-202 OF THE CODE OF THE CITY OF OSAWATOMIE, KANSAS

WHEREAS, on June 23, 2022 the Osawatome City Council adopted the 2018 series of building codes as published by the International Code Council; and

WHEREAS, certain modifications were made to those model codes to fit the needs of the City of Osawatome; and

WHEREAS, the city's Building Official has identified items that should be modified and it is the desire of the city council to make further modifications to those codes.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF OSAWATOMIE KANSAS, as follows:

SECTION ONE: The following changes are made to Chapter IV, Article 1 Section 4-105 and renumbered according:

SECTION 4.105 - PERMITS

(a) Required. Any owner or owner's authorized agent who intends to construct, enlarge, alter, repair, move, demolish or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be performed, shall first make application to the building official and obtain the required permit.

(b) Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

Building:

- ~~1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided that the floor area is not greater than 120 square feet (11 m²).~~
- ~~2. Fences not over 7 feet (2134 mm) high.~~
- ~~3. Oil derricks.~~
1. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or IIIA liquids.
- ~~1. Water tanks supported directly on grade if the capacity is not greater than 5,000 gallons (18 925 L) and the ratio of height to diameter or width is not greater than 2:1.~~

- ~~2. Decks not exceeding 200 square feet (18.58 m²) in area, that are not more than 30 inches (762 mm) above grade at any point, are not attached to a building and do not serve as part of a required means of egress.~~
2. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
3. Temporary motion picture, television and theater stage sets and scenery.
4. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches (610 mm) deep, are not greater than 5,000 gallons (18 925 L) and are installed entirely above ground.
- ~~5. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.~~
5. Swings and other playground equipment accessory to detached one- and two-family dwellings.
- ~~6. Window awnings in Group R-3 and U occupancies, supported by an exterior wall that do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.~~
6. Nonfixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1753 mm) in height.

SECTION 2. The following changes are made to Chapter IV, Article 1 Section 4-202:

4.202. INTERNATIONAL RESIDENTIAL CODE.

(b) The following sections of the International ~~Building~~ Residential Code are hereby deleted:

1. Chapter 1 of the International Residential Code is deleted in its entirety.
2. Sections **R302.13 (Fire protection of floors)** and R312.2, R312.2.1 and R312.2.2 Window Fall Protection **are** is deleted in **their** its entirety.
3. Delete Chapter 11 in its entirety.
4. Section M1411.8 Locking Access Caps is deleted in its entirety.
5. Section E3902.16 Arc Fault Circuit Interrupter Protection is deleted in its entirety.
6. Section E3902.17 Arc-fault circuit-interrupter protection for branch circuit extensions or modifications are deleted in its entirety.
7. Section **E4002.14** Tamper resistant receptacles are deleted in their entirety.

(c) The following sections of the International Residential are amended to read as follows:

- (11). ~~**E3902.16 Arc-fault circuit-interrupter protection.** Branch circuits that supply 120-volt, single-phase, 15- and 20-ampere outlets installed in bedrooms shall be protected by any of the following: [210.12(A)]~~

~~Exceptions:-~~

- ~~1. Circuits supplying ceiling outlets that are terminated in a fan-rated box and that do not supply power to any receptacle outlets within 5 feet 5 inches of the floor.~~
- ~~2. Circuits supplying smoke detectors outlets and that do not supply power to any receptacle outlets within 5 feet 5 inches of the floor.~~

~~Items 1 through 6 of Section 3902.16 remain unchanged.~~ **NOT USED**

(12). ~~E4002.14 Tamper-resistant receptacles. In areas specified in Section E3901.1, 15- and 20-ampere, 125- and 250-volt nonlocking-type receptacles shall be listed tamper-resistant receptacles. [406.12(A)]~~

~~Exception: Receptacles in the following locations shall not be required to be tamper resistant:~~

- ~~1. Receptacles located more than 5.5 feet (1676 mm) above the floor.~~
- ~~2. Receptacles that are part of a luminaire or appliance.~~
- ~~3. A single receptacle for a single appliance or a duplex receptacle for two appliances where such receptacles are located in spaces dedicated for the appliances served and, under conditions of normal use, the appliances are not easily moved from one place to another. The appliances shall be cord and plug connected to such receptacles in accordance with Section E3909.4. [406.12(A) Exception]~~
4. ~~Receptacles that serve kitchen countertops.~~ **NOT USED**

SECTION THREE: EFFECTIVE DATE. This Ordinance shall take effect upon its publication in the Miami County Republic.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas, this 27th day of July, 2023.

APPROVED AND SIGNED by the Mayor.

Nick Hampson,
Mayor

(SEAL)

ATTEST:

Tammy Seamands,
City Clerk



ACTION ITEM SUMMARY	Item Number:	10.C
	Date:	7/27/2023
Asst. to the City Manager	From:	Sam Moon

RE: Resolution 1153 – Authorizing the Rehabilitation and Improvements to the Exterior and Landscaping of Memorial Hall as an Eagle Scout Service Project

RECOMMENDATION: That the City Council approve Resolution 1153 – Authorizing the Rehabilitation and Improvements to the Exterior and Landscaping of Memorial Hall as an Eagle Scout Service Project

DETAILS: Mr. Caleb Sampson met with City staff in regards to making repairs and improvements to the exterior of and landscaping surrounding Memorial Hall as his Eagle Scout service project. Mr. Sampson has completed a walkthrough of the facility grounds with City staff and prepared a project plan for the proposed improvements. Part of his project includes a presentation of the project proposal to City Council with a vote by the City Council.

**RESOLUTION NO. 1153
BY THE CITY OF OSAWATOMIE, KANSAS**

**A RESOLUTION AUTHORIZING THE REHABILITATION AND
IMPROVEMENTS TO THE EXTERIOR AND LANDSCAPING OF
MEMORIAL HALL AS AN EAGLE SCOUT SERVICE PROJECT**

WHEREAS, Mr. Caleb Sampson approached the City requesting to rehabilitate and improve a community facility as an Eagle Scout service project; and

WHEREAS, Mr. Sampson has been a student within the Osawatome School District and a member of Boy Scout Troop 0106; and,

WHEREAS, the rehabilitation and improvements to Memorial Hall is one of many requirements that will earn Mr. Sampson an Eagle Scout rank; and

WHEREAS, the rehabilitation and improvements recommended by Mr. Sampson will help to instill a greater sense of community pride surrounding this historic facility and promote the surrounding parkland; and

WHEREAS, the rehabilitation and improvements were presented to the Osawatome City Council for consideration.

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

SECTION ONE: That the Osawatome City Council does hereby approve the rehabilitation and improvements to Memorial Hall according to the plans presented by Mr. Sampson.

SECTION TWO: The appropriate City staff will work with Mr. Sampson on finalizing the calendar that has been presented as part of this resolution and presentation.

SECTION THREE: Upon completion of this project the City will host a ribbon cutting commemorating the work done by Mr. Sampson as his Eagle Scout service project.

PASSED AND APPROVED by the Governing Body of the City of Osawatome, Kansas, this 27th day of July, 2023, a majority voting in favor of.

APPROVED and signed by the Mayor.

Nick Hampson, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk

CITY OF OSAWATOMIE
 YTD TREASURERS REPORT
 AS OF: JUNE 30TH, 2023

FUND	BEGINNING CASH BALANCE	Y-T-D REVENUES W/ACCRUAL	Y-T-D EXPENSES W/ACCRUAL	ACCRUAL ENDING CASH BALANCE	NET CHANGE OTHER ASSETS	NET CHANGE LIABILITIES	ENDING CASH BALANCE
01 -GENERAL OPERATING	201,195.68	1,962,574.36	1,748,349.53	415,420.51	0.00	2,165.15	417,585.66
02 -WATER	43,089.94	672,015.24	604,380.02	110,725.16	0.00	(0.02)	110,725.14
03 -ELECTRIC	786,908.70	2,069,329.36	2,087,465.83	768,772.23	0.00	2,690.32	771,462.55
04 -SEWER	201,863.77	611,413.37	476,060.29	337,216.85	0.00	0.01	337,216.86
05 -REFUSE	175.97	371,263.80	162,168.48	209,271.29	0.00	0.00	209,271.29
06 -LIBRARY	121,432.39	15,743.20	8,084.13	129,091.46	0.00	(0.01)	129,091.45
07 -RECREATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
08 -RURAL FIRE	(7,421.70)	0.00	955.00	(8,376.70)	0.00	0.00	(8,376.70)
09 -INDUSTRIAL PROMOTION	2,827.30	97,542.12	98,984.40	1,385.02	0.00	0.00	1,385.02
10 -REVOLVING LOAN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11 -SPECIAL PARK & RECREATION	17,819.78	28,191.97	27,954.61	18,057.14	0.00	0.00	18,057.14
12 -STREET IMPROVEMENTS	205,628.74	169,882.17	39,182.76	336,328.15	0.00	0.00	336,328.15
13 -TOURISM	47,238.36	185,643.52	227,701.45	5,180.43	0.00	0.00	5,180.43
14 -PUBLIC SAFETY EQUIPMENT	97,540.50	84,572.91	19,982.54	162,130.87	0.00	0.00	162,130.87
15 -POLICE SEIZURES	1,019.00	0.00	0.00	1,019.00	0.00	0.00	1,019.00
17 -OPIOID SETTLEMENT	1,037.79	9,787.17	0.00	10,824.96	0.00	0.00	10,824.96
18 -GOLF COURSE	243,160.87	311,073.91	237,420.31	316,814.47	0.00	(1,344.44)	315,470.03
21 -CIP - GENERAL	8.08	0.00	0.00	8.08	0.00	0.00	8.08
22 -CIP -WATER	(956,777.17)	0.00	207,608.20	(1,164,385.37)	0.00	0.00	(1,164,385.37)
23 -CIP - ELECTRIC	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24 -CIP - SEWER	(446,288.87)	2,454,376.55	1,920,879.42	87,208.26	0.00	0.00	87,208.26
25 -CIP - STREET PROJECT	4,142,082.93	0.00	822,943.93	3,319,139.00	0.00	0.00	3,319,139.00
27 -CIP - GRANTS	3,556.79	0.00	0.00	3,556.79	0.00	0.00	3,556.79
29 -CIP - SPECIAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
31 -EMPLOYEE BENEFITS	27,112.75	833,240.32	569,294.67	291,058.40	0.00	(8,078.86)	282,979.54
32 -CAFETERIA 125	82,348.77	7,239.54	7,018.89	82,569.42	0.00	0.00	82,569.42
35 -TECHNOLOGY FUND - CIP	23,707.49	19,036.00	0.00	42,743.49	0.00	0.00	42,743.49
41 -BOND & INTEREST	479,643.47	1,073,289.34	850,842.44	702,090.37	0.00	0.00	702,090.37
43 -ELECTRIC DEBT SERVICE	261,508.48	225,000.00	78,400.00	408,108.48	0.00	0.00	408,108.48
51 -COURT ADSAP	7,401.00	0.00	0.00	7,401.00	0.00	0.00	7,401.00
52 -COURT BONDS	24,275.08	23,117.00	20,517.00	26,875.08	0.00	0.00	26,875.08
53 -FORFEITURES	22,665.58	0.00	3,140.98	19,524.60	0.00	0.00	19,524.60
54 -EVIDENCE LIABILITY	12,899.79	0.00	0.00	12,899.79	0.00	0.00	12,899.79
57 -FIRE INSURANCE PROCEEDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
58 -MAYOR'S CHRISTMAS TREE FU	430.01	(236.81)	0.00	193.20	0.00	0.00	193.20
93 -CREDIT CARD CLEARING FUND	29,064.67	17,006.54	0.00	46,071.21	0.00	0.00	46,071.21
95 -CLEARING ACCOUNT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
GRAND TOTAL	5,677,155.94	11,241,101.58	10,219,334.88	6,698,922.64	0.00	(4,567.85)	6,694,354.79

*** END OF REPORT ***

01 -GENERAL OPERATING

% OF YEAR COMPLETED: 50.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>01 -GENERAL OPERATING</u>						
TOTAL REVENUES	2,934,199	611,357.63	1,962,574.36	0.00	971,624.64	66.89
TOTAL EXPENSES	<u>3,462,251</u>	<u>377,573.02</u>	<u>1,748,349.53</u>	<u>0.00</u>	<u>1,713,901.47</u>	<u>50.50</u>
REVENUE OVER/ (UNDER) EXPENSES	(528,052)	233,784.61	214,224.83	0.00	(742,276.83)	40.57-
<u>02 -WATER</u>						
TOTAL REVENUES	1,428,106	115,123.52	672,015.24	0.00	756,090.76	47.06
TOTAL EXPENSES	<u>1,431,404</u>	<u>162,144.42</u>	<u>604,380.02</u>	<u>77,389.05</u>	<u>749,634.93</u>	<u>47.63</u>
REVENUE OVER/ (UNDER) EXPENSES	(3,298)	(47,020.90)	67,635.22	(77,389.05)	6,455.83	295.75
<u>03 -ELECTRIC</u>						
TOTAL REVENUES	4,164,975	331,101.65	2,069,329.36	0.00	2,095,645.64	49.68
TOTAL EXPENSES	<u>4,555,588</u>	<u>435,840.18</u>	<u>2,087,465.83</u>	<u>409,504.00</u>	<u>2,058,618.17</u>	<u>54.81</u>
REVENUE OVER/ (UNDER) EXPENSES	(390,613)	(104,738.53)	(18,136.47)	(409,504.00)	37,027.47	109.48
<u>04 -SEWER</u>						
TOTAL REVENUES	990,000	105,251.25	611,413.37	0.00	378,586.63	61.76
TOTAL EXPENSES	<u>1,044,838</u>	<u>286,855.37</u>	<u>476,060.29</u>	<u>35,740.00</u>	<u>533,037.71</u>	<u>48.98</u>
REVENUE OVER/ (UNDER) EXPENSES	(54,838)	(181,604.12)	135,353.08	(35,740.00)	(154,451.08)	181.65-
<u>05 -REFUSE</u>						
TOTAL REVENUES	480,000	141,221.63	371,263.80	0.00	108,736.20	77.35
TOTAL EXPENSES	<u>481,222</u>	<u>31,969.04</u>	<u>162,168.48</u>	<u>0.00</u>	<u>319,053.52</u>	<u>33.70</u>
REVENUE OVER/ (UNDER) EXPENSES	(1,222)	109,252.59	209,095.32	0.00	(210,317.32)	7,110.91-
<u>06 -LIBRARY</u>						
TOTAL REVENUES	22,500	2,190.85	15,743.20	0.00	6,756.80	69.97
TOTAL EXPENSES	<u>101,332</u>	<u>699.21</u>	<u>8,084.13</u>	<u>0.00</u>	<u>93,247.87</u>	<u>7.98</u>
REVENUE OVER/ (UNDER) EXPENSES	(78,832)	1,491.64	7,659.07	0.00	(86,491.07)	9.72-
<u>08 -RURAL FIRE</u>						
TOTAL EXPENSES	<u>0</u>	<u>1,878.35</u>	<u>955.00</u>	<u>0.00</u>	<u>(955.00)</u>	<u>0.00</u>
REVENUE OVER/ (UNDER) EXPENSES	0	(1,878.35)	(955.00)	0.00	955.00	0.00
<u>09 -INDUSTRIAL PROMOTION</u>						
TOTAL REVENUES	35,612	4,943.08	97,542.12	0.00	(61,930.12)	273.90
TOTAL EXPENSES	<u>47,021</u>	<u>(13,608.08)</u>	<u>98,984.40</u>	<u>0.00</u>	<u>(51,963.40)</u>	<u>210.51</u>
REVENUE OVER/ (UNDER) EXPENSES	(11,409)	18,551.16	(1,442.28)	0.00	(9,966.72)	12.64
<u>11 -SPECIAL PARK & RECREATION</u>						
TOTAL REVENUES	25,000	970.03	28,191.97	0.00	(3,191.97)	112.77
TOTAL EXPENSES	<u>5,160</u>	<u>1,802.07</u>	<u>27,954.61</u>	<u>0.00</u>	<u>(22,794.61)</u>	<u>541.76</u>
REVENUE OVER/ (UNDER) EXPENSES	19,840	(832.04)	237.36	0.00	19,602.64	1.20

01 -GENERAL OPERATING

% OF YEAR COMPLETED: 50.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>12 -STREET IMPROVEMENTS</u>						
TOTAL REVENUES	124,210	40,552.62	169,882.17	0.00 (	45,672.17)	136.77
TOTAL EXPENSES	<u>226,073</u>	<u>21,676.99</u>	<u>39,182.76</u>	<u>0.00</u>	<u>186,890.24</u>	<u>17.33</u>
REVENUE OVER/ (UNDER) EXPENSES	(101,863)	18,875.63	130,699.41	0.00 (	232,562.41)	128.31-
<u>13 -TOURISM</u>						
TOTAL REVENUES	135,750	125,479.09	185,643.52	0.00 (	49,893.52)	136.75
TOTAL EXPENSES	<u>164,871</u>	<u>121,482.41</u>	<u>227,701.45</u>	<u>0.00</u>	<u>(62,830.45)</u>	<u>138.11</u>
REVENUE OVER/ (UNDER) EXPENSES	(29,121)	3,996.68	(42,057.93)	0.00	12,936.93	144.42
<u>14 -PUBLIC SAFETY EQUIPMENT</u>						
TOTAL REVENUES	101,961	29,827.87	84,572.91	0.00	17,388.09	82.95
TOTAL EXPENSES	<u>101,961</u>	<u>0.00</u>	<u>19,982.54</u>	<u>0.00</u>	<u>81,978.46</u>	<u>19.60</u>
REVENUE OVER/ (UNDER) EXPENSES	0	29,827.87	64,590.37	0.00 (	64,590.37)	0.00
<u>15 -POLICE SEIZURES</u>						
<u>17 -OPIOID SETTLEMENT</u>						
TOTAL REVENUES	<u>0</u>	<u>0.00</u>	<u>9,787.17</u>	<u>0.00</u>	<u>(9,787.17)</u>	<u>0.00</u>
REVENUE OVER/ (UNDER) EXPENSES	0	0.00	9,787.17	0.00 (	9,787.17)	0.00
<u>18 -GOLF COURSE</u>						
TOTAL REVENUES	347,000	80,730.09	311,073.91	0.00	35,926.09	89.65
TOTAL EXPENSES	<u>455,426</u>	<u>56,166.82</u>	<u>237,420.31</u>	<u>0.00</u>	<u>218,005.69</u>	<u>52.13</u>
REVENUE OVER/ (UNDER) EXPENSES	(108,426)	24,563.27	73,653.60	0.00 (	182,079.60)	67.93-
<u>21 -CIP - GENERAL</u>						
<u>22 -CIP -WATER</u>						
TOTAL EXPENSES	<u>0</u>	<u>0.00</u>	<u>207,608.20</u>	<u>0.00</u>	<u>(207,608.20)</u>	<u>0.00</u>
REVENUE OVER/ (UNDER) EXPENSES	0	0.00	(207,608.20)	0.00	207,608.20	0.00
<u>23 -CIP - ELECTRIC</u>						
<u>24 -CIP - SEWER</u>						
TOTAL REVENUES	0	193,815.70	2,454,376.55	0.00 (	2,454,376.55)	0.00
TOTAL EXPENSES	<u>0</u>	<u>97,817.04</u>	<u>1,920,879.42</u>	<u>0.00</u>	<u>(1,920,879.42)</u>	<u>0.00</u>
REVENUE OVER/ (UNDER) EXPENSES	0	95,998.66	533,497.13	0.00 (	533,497.13)	0.00
<u>25 -CIP - STREET PROJECT</u>						
TOTAL EXPENSES	<u>0</u>	<u>195,408.04</u>	<u>822,943.93</u>	<u>0.00</u>	<u>(822,943.93)</u>	<u>0.00</u>
REVENUE OVER/ (UNDER) EXPENSES	0	(195,408.04)	(822,943.93)	0.00	822,943.93	0.00

01 -GENERAL OPERATING

% OF YEAR COMPLETED: 50.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>27 -CIP - GRANTS</u>						
<u>29 -CIP - SPECIAL PROJECTS</u>						
<u>31 -EMPLOYEE BENEFITS</u>						
TOTAL REVENUES	884,500	330,669.68	833,240.32	0.00	51,259.68	94.20
TOTAL EXPENSES	<u>891,901</u>	<u>89,750.77</u>	<u>569,294.67</u>	<u>0.00</u>	<u>322,606.33</u>	<u>63.83</u>
REVENUE OVER/(UNDER) EXPENSES	(7,401)	240,918.91	263,945.65	0.00	(271,346.65)	3,566.35-
<u>32 -CAFETERIA 125</u>						
TOTAL REVENUES	0	1,958.32	7,239.54	0.00	(7,239.54)	0.00
TOTAL EXPENSES	<u>0</u>	<u>2,198.27</u>	<u>7,018.89</u>	<u>0.00</u>	<u>(7,018.89)</u>	<u>0.00</u>
REVENUE OVER/(UNDER) EXPENSES	0	(239.95)	220.65	0.00	(220.65)	0.00
<u>35 -TECHNOLOGY FUND - CIP</u>						
TOTAL REVENUES	<u>0</u>	<u>3,302.66</u>	<u>19,036.00</u>	<u>0.00</u>	<u>(19,036.00)</u>	<u>0.00</u>
REVENUE OVER/(UNDER) EXPENSES	0	3,302.66	19,036.00	0.00	(19,036.00)	0.00
<u>41 -BOND & INTEREST</u>						
TOTAL REVENUES	1,415,773	599,160.39	1,073,289.34	0.00	342,483.66	75.81
TOTAL EXPENSES	<u>1,732,201</u>	<u>0.00</u>	<u>850,842.44</u>	<u>0.00</u>	<u>881,358.56</u>	<u>49.12</u>
REVENUE OVER/(UNDER) EXPENSES	(316,428)	599,160.39	222,446.90	0.00	(538,874.90)	70.30-
<u>43 -ELECTRIC DEBT SERVICE</u>						
TOTAL REVENUES	450,000	37,500.00	225,000.00	0.00	225,000.00	50.00
TOTAL EXPENSES	<u>436,800</u>	<u>0.00</u>	<u>78,400.00</u>	<u>0.00</u>	<u>358,400.00</u>	<u>17.95</u>
REVENUE OVER/(UNDER) EXPENSES	13,200	37,500.00	146,600.00	0.00	(133,400.00)	1,110.61
<u>51 -COURT ADSAP</u>						
<u>52 -COURT BONDS</u>						
TOTAL REVENUES	0	3,350.00	23,117.00	0.00	(23,117.00)	0.00
TOTAL EXPENSES	<u>0</u>	<u>3,850.00</u>	<u>20,517.00</u>	<u>0.00</u>	<u>(20,517.00)</u>	<u>0.00</u>
REVENUE OVER/(UNDER) EXPENSES	0	(500.00)	2,600.00	0.00	(2,600.00)	0.00
<u>53 -FORFEITURES</u>						
TOTAL EXPENSES	<u>0</u>	<u>0.00</u>	<u>3,140.98</u>	<u>0.00</u>	<u>(3,140.98)</u>	<u>0.00</u>
REVENUE OVER/(UNDER) EXPENSES	0	0.00	(3,140.98)	0.00	3,140.98	0.00
<u>54 -EVIDENCE LIABILITY</u>						

CITY OF OSAWATOMIE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2023

01 -GENERAL OPERATING

% OF YEAR COMPLETED: 50.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<hr/>						
57 -FIRE INSURANCE PROCEEDS						
<hr/>						
58 -MAYOR'S CHRISTMAS TREE FU						
TOTAL REVENUES	<u>0</u>	<u>0.00</u>	<u>(236.81)</u>	<u>0.00</u>	<u>236.81</u>	<u>0.00</u>
REVENUE OVER/(UNDER) EXPENSES	0	0.00	(236.81)	0.00	236.81	0.00
<hr/>						
93 -CREDIT CARD CLEARING FUND						
TOTAL REVENUES	<u>0</u>	<u>2,558.92</u>	<u>17,006.54</u>	<u>0.00</u>	<u>(17,006.54)</u>	<u>0.00</u>
REVENUE OVER/(UNDER) EXPENSES	0	2,558.92	17,006.54	0.00	(17,006.54)	0.00
<hr/>						
GRAND TOTAL REVENUES	13,539,586	2,761,064.98	11,241,101.58	0.00	2,298,484.42	83.02
GRAND TOTAL EXPENSES	<u>15,138,049</u>	<u>1,873,503.92</u>	<u>10,219,334.88</u>	<u>522,633.05</u>	<u>4,396,081.07</u>	<u>70.96</u>
REVENUE OVER/(UNDER) EXPENSES	(1,598,463)	887,561.06	1,021,766.70	(522,633.05)	(2,097,596.65)	31.23-

*** END OF REPORT ***



CITY OF OSAWATOMIE

DEPUTY CITY MANAGER'S REPORT ON OPERATIONS

June 22, 2023

Water Treatment Plant Status:

The FONSI was published on June 2, 2023. The 30-day comment period has begun. We are still working towards securing the letter of conditions from USDA as well. KDHE is preparing a loan agreement for the Osawatomie water treatment plant and waterline replacement project that will use special Infrastructure Investment and Jobs Act funding and receive \$1,000,000 of loan forgiveness. With this special funding there is a requirement that all iron and steel, manufactured goods, and construction materials be produced in the USA (Build America Buy America or BABA). There is a waiver that can be applied to the project that would exempt the requirements for manufactured goods and construction materials - if certain conditions are met. We have confirmed with KDHE that because we started this project prior to the BABA requirements, we are exempted from them.

Wastewater Treatment Plant Status:

The UV System has been moved and rechecked by the manufacturer. After having exposed the source of the leak. This tank has a double wall (tank within a tank). The exterior tank is what was leaking and based on where the leak is located, the only way we discovered it was the contractor overfilled the inner tank. In consultation with our engineers, they do agree that a field repair would be acceptable in this instance. If you're curious, ferric chloride is used to remove impurities in the water and can also help in reducing odors. The contractor has submitted pay application #9 in the amount of roughly \$69,000. They are 97% billed out and we are still holding retainage in the amount of 5% of earned value (97%). Additionally, they have provided us with a schedule and according to that schedule, we have provided Crossland Heavy Contractors with a list of items that we need in order to process the substantial certificate, which as of June 14th, we are still waiting on a response to. Once that is issued, and all punch list items have been completed, we will issue the final completion certificates.

Our next issue will be to finish solving the inflow and infiltration (I&I) issue. BG Consultants issued an RFP for CCVT companies to bid to in order to identify sewer lines in the city that have not been part of the previous sewer main rehabilitation phases 1, 2 or 3. Unfortunately, we only received one bid, but they are the most reputable firm that provides this kind of service. Their price was \$110,250. This covers approximately 60,000 LF (<11 miles) of sewer mains. Once the Sewer Rate study is complete, we will be in a better position to make a recommendation as to what the best path forward is to address the balance of the collections system.

Evergy Solar Array Development:

We are having monthly progress meetings with Evergy for the engineering and construction progress. Construction is set to begin late this year with energization occurring in 2024. By August

16th, Everygy plans to submit their application for a special use permit for the solar array. Notice and publication need to be made 20 days prior to the SUP hearing. That hearing is planned for September 5th. Once the hearing is complete, the planning commission has 30 days to forward its recommendation to the city council for council action. That action can occur as soon as October 12th, which is the same day as the groundbreaking and this is the schedule we are working towards.

Levee Certification / Flood Insurance Rate Map Revisions – Status Update:

The flood hazard determination notice was published in the Federal Register on April 3. Pending FEMA approval, the local notices will be published in the Miami County Republic on May 31 and June 7, which starts the 90-day appeal period **and we received word via email from the Kansas Department of Agriculture that we are now in that 90-day appeal period.**

Anyone who would like to view the current flood insurance rate maps can view them here:

<https://gis2.kda.ks.gov/gis/osawatomie/>

August 8, 2022	Kickoff Meeting
September 8, 2022	Provide Review Comments to Certification Data
November 29, 2022	Distribute Preliminary Flood Insurance Rate Maps (FIRMs)
January/February 2023	Community Coordination & Outreach (CCO) meetings
February 2023	End CCO Meetings
Spring 2023	Appeals Period (90 days from date of last publication)
Winter 2023	Letter of Final Determination
Summer 2024	Final FIRMs established and effective

2023 Street Improvements:

Work has all but been completed on Main Street Terrace and 18th Street. Additionally, demolition of Walnut is complete and concrete has started. Once Killough Construction is finished with concrete work on Walnut, they will lay the new asphalt and put the final lift on Main St. Terrace and 18th Street. They will move over to Brown and work from east to west. iSolutions, which is the contractor installing the new water main on Brown Avenue, has finished installing the main and is now working service lines.

Stormwater design on 6th Street continues as well, and as you are aware, we have held our second of four meetings earlier this evening on the project. The next meeting is scheduled for June 22nd. A fourth meeting will be held at the public library on a date that does not coincide with a council meeting. That meeting will be held at the Osawatomie Public Library and be from 6 to 7 pm.

As a reminder, in 2024, the only street that will get reconstructed will be 6th Street and we will need to design the streets around Osawatomie Middle School.

AMI Meter Update:

On July 21st Terry Upshaw and I met with the Tantalus/Itron to ensure that the programming of our meters was accurate. We continue to seek grant opportunities to help offset the cost and the meter supplier is assisting in this effort as well. The lead time on meters is one year so we will be moving forward with paperwork in order to get the meters ordered.

2023 Temporary Notes:

We will touch on this during the council meeting, but as a result of somewhat lowered fund balances (primarily in the CIP funds) as well as this new bond issue, our rating has been slightly lowered from an A+ to an A. An “A” rating is still an excellent rating and as we discussed during our budget presentations, our goals are always aimed at improving fund balances to 25% of the annual fund expenditure(s) and continuing to reduce our debt obligations.

2023 Mid-Year Evaluations:

Over the 3-4 weeks, each department head and each employee will receive a mid-year evaluation.