

OSAWATOMIE CITY COUNCIL
AGENDA

April 24, 2025

6:00 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. April 24, 2025 Agenda
 - B. April 10, 2025 Meeting Minutes
 - C. Pay Application(s)
 - Killough Construction Pay App #13 - \$117,976.27
 - D. Special Event Permit(s)
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. Proclamation – Arbor Day 2025
 - B. Library Board – Kim Coffelt
9. Unfinished Business
 - A. Resolution 1298 – Authorizing the Closure of roads around City Lake
 - B. Resolution 1299 – Authorizing the Closure of the 500 Block of Main Street
 - C. Resolution 1300 – Award of Temporary Notes for 5th Street Terrace
10. New Business
 - A. Resolution 1301 – Authorizing RFP for Sale of Indian Ridge
 - B. Resolution 1302 – Authorizing RFP for Sale of Hickory Valley
 - C. Ordinance ____ - Codifying Changes to Ch. VII Fire, Article 3. Fireworks – SB 199 (No Action)
11. Executive Session
 - A. Non-Elected Personnel - K.S.A. 75-4319(b)(1)
12. Council Report
13. Mayor's Report
14. City Manager & Staff Report
15. Adjourn

NEXT REGULAR MEETING – May 8, 2025

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7. Public Hearing
8. Presentations, Proclamations, and Appointments
 - A. Appointments to Library Board (need 2)
9. Unfinished Business
10. New Business
 - A. Resolution ____ - Acceptance of FY 2024 Annual Audit
11. Council Report
12. Mayor's Report
13. City Manager & Staff Report
14. Adjourn

NEXT REGULAR MEETING – May 22, 2025

Osawatomie, Kansas. **April 10, 2025.** The Council Meeting was held at Memorial Hall located at 411 11th Street. Mayor Nick Hampson called the meeting to order at 6:00 p.m. Council members present were: Macek, Diehm, Dickinson, Henness, Bratton, Filipin and Caldwell. Council member Schasteen was absent. City Staff present at the meeting were: City Manager Bret Glendening, Deputy City Manager Michele Silsbee and City Clerk Tammy Seamands. Members of the public were: Ricky Daulton and Dustin Brinkerhoff.

INVOCATION. – Pastor Dustin Brinkerhoff, Victory Baptist Church

CONSENT AGENDA. Approval of April 10, 2025 Agenda and March 27, 2025 Council Minutes, Pay Application – BG Consultants – Water Treatment Plant Design - \$32,259.00, Pay Application – BG Consultants – Water Distribution Design - \$13,000.00, Pay Application – BG Consultants – John Brown & South Levee Loop - \$7,801.00, Pay Application – Northland Interceptor Sewer - \$2,774.00, Pay Application – BG Consultants – On Call Engineer - \$4,729.75, Pay Application – BG Consultants – Mill/Overlay - \$2,716.00, Pay Application – BG Consultants – Golf Course Clubhouse Design - \$3,200.00, Special Event Permit – Ultrapalooza-Mile Zero, Special Event Permit – Stereo Competition-City Lake, Special Event Permit – Alumni Parade and Street Dance, Special Event Permit – John Brown Jamboree, Special Event Permit – Lights on the Lake, Special Event Permit – Stomp out Suicide Walk, 2025-02 Council Report. **Motion** made by Dickinson, seconded by Macek to approve the consent agenda as presented. Yeas: All.

COMMENTS FROM THE PUBLIC. – None.

PUBLIC HEARINGS. – None.

PRESENTATIONS, PROCLAMATIONS AND APPOINTMENTS.

2025 JUNIOR POET LAUREATE – JUNIOR WINNER, MARWA RAHRMAN – Lawrence Dickinson read the proclamation – **Motion** made by Dickinson, seconded by Macek to approve the 2025 Junior Poet Laureate winner proclamation as presented. Yeas: All.

2025 ADULT POET LAUREATE – ADULT WINNER, GABRIELLE MARTIN – Lawrence Dickinson read the proclamation – **Motion** made by Henness, seconded by Filipin to approve the 2025 Adult Poet Laureate winner proclamation as presented. Yeas: All.

UNFINISHED BUSINESS. – None.

NEW BUSINESS

RESOLUTION 1292 – AWARDING 5TH STREET TERRACE PUBLIC INFRASTRUCTURE CONTRACT- These are the main points of the development agreement that was approved in November of last year:

1. City Infrastructure Improvements (our obligation): water, sewer, electricity, stormwater, street, sidewalk, and grading to “pad ready” (see Exhibit E). The date infrastructure is complete, becomes the Project Benchmark Date, unless builder applies for permits before

infrastructure is complete, in which case, the date the building permits are submitted to the city becomes the Project Benchmark Date.

2. The Project Benchmark Date is important because it is what defines “performance” of the developer in Exhibit C, the Project Milestones. Failure to meet a milestone date requires developer to report to governing body as to why. Any lots not owned by, and/or developed by the developer after five years from the Project Benchmark Date triggers the city’s right to sell any undeveloped lots to other builders.
3. Developer will provide a letter of credit to the city in the event there is not sufficient “critical mass” to retire the debt when bond payments come due. There is still debate on what that amount should be. The LOC obligation begins four years after the benchmark date and coincides with the maturity of the four-year temporary notes that will be issued to pay for the city infrastructure improvements.
4. Developer has exclusive right to pursue MIH/KHITC for two years. Developer also has the right to sell lots to other builders if there is a benefit to do so. If the builder sells lots, 50% of the proceeds of those lots gets deposited into an escrow fund for use by the city in the event that there are additional funds (above and beyond the LOC) needed to make a bond payment. Anyone who may purchase and plan to build on one of the lots (other than the builder) must have their house plans reviewed and approved by an “Architectural Control Committee”. This is to ensure the character of the neighborhood is maintained throughout all 23 lots.

Now that we have been awarded the MIH and the tax credits, and we have received acceptable bids from construction companies, it is time for the city to perform its obligations under the agreement.

We received 4 bids for this project. The bids, plus the engineer’s estimate are as follows:

Bidder	Base Bid
Engineer’s Estimate	\$1,348,090.00
Koehn Const. Services	\$1,328,212.12
Pro Design Contractors, LLC	\$1,776,371.75
Dirk’s Heavy Contractors	\$1,550,576.00
Killough Construction	\$1,239,237.16

Motion made by Bratton, seconded by Henness to approve Resolution 1292 – Accepting the recommendations of Lamp Rynearson for the award of the 5th Street Terrace Construction project to Killough Construction in the amount of \$1,239,237.16 as presented. Yeas: (6) Macek, Diehm, Dickinson, Henness, Bratton and Filipin. Nays: (1) Caldwell

RESOLUTION 1293 – AWARDING 2025 MILL & OVERLAY CONTRACT– A street assessment that was completed by the Public Works department in 2021 indicated that the

subject streets were candidates for a mill and overlay project. The condition of these streets (curbs and gutters, as well as base asphalt) indicates that the useful life of these streets can be extended with a new surface of clean asphalt and some minor repairs to the base course of asphalt.

The city advertised for bids and received a surprising, nine (9) bids. All but one bid was below the engineer's estimate of \$256,150. The bids are shown below. A completed bid tabulation and recommendation will be brought to the council meeting. If the awarded contractor is agreeable to a change order at their bid rates, we would like the contractor to add the library parking lot as well as a 2" to 3" cap of asphalt on 7th Street from Pacific to the fire station as well as on 9th Street from Chestnut to Pacific.

Engineer's Estimate	\$256,150
All Pro Asphalt	\$134,015
Advanced Asphalt Paving	\$140,300
Phillips Paving	\$166,090
Barkley Asphalt	\$168,625
Killough Construction	\$181,210
McConnell	\$192,326
McAnaney Construction	\$207,000
Sunflower	\$251,213
Bettis	\$262,215

Motion made by Macek, seconded by Henness to approve Resolution 1293 – Accepting the bid for resurfacing of Parker Ave. from 12th Street to the city limits to All Pro Asphalt & Maintenance, LLC in the amount of \$134,014.80 as presented. Yeas: All.

RESOLUTION 1294 – ADOPTING 2026-2030 CAPITAL IMPROVEMENTS PLAN –
The Capital Improvement Plan (CIP) is a multi-year planning tool used to prioritize major infrastructure and facility projects within the City of Osawatomie. The 2026-2030 CIP was developed through a collaborative process involving all city department heads. The CIP outlines planned investments equipment, facilities, infrastructure, and technology.

The CIP serves as a planning document and does not constitute an immediate budgetary commitment. Funding sources for CIP projects may include general fund allocations, grants, bonds, and special revenue funds. Annual budget approvals will determine the specific allocation of funds for individual projects. **Motion** made by Dickinson, seconded by Filipin to approve Resolution 1294 – Adopting the 2026-2030 capital improvement plan (CIP) as a guide for future infrastructure and development projects as presented. Yeas: All.

RESOLUTION 1295 – ADOPTING 2025 FEMA HAZARD MITIGATION PLAN – The City of Osawatomie is part of the State of Kansas, Region J Hazard Mitigation Plan area. The purpose of the plan is to help prepare all staff for known hazards and is required in order to receive FEMA funding. Because of its size we have not included it in the packet.

This is a multi-hazard, multi-jurisdictional mitigation plan combination and update covering Kansas Homeland Security Region J. Region J is comprised of seven participating counties and is located in the center of the eastern region of the State. This plan was prepared to meet the requirements of the Disaster Mitigation Act of 2000 (DMA 2000), as defined in regulations set forth by the Interim Final Rule (44 Code of Federal Regulation (CFR) Part 201.6). **Motion** made by Caldwell, seconded by Hennessy to approve Resolution 1295 – Adopting the Kansas Homeland Security Region J Hazard Mitigation Plan as presented. Yeas: All

RESOLUTION 1296 – APPROVE MOWING CONTRACTS FOR BRADFORD LAWNS AND SCARECROW LAWN CARE - City of Osawatomie issued a bid request for the contract mowing of approximately 121 acres of city-owned land. Three bids were received.

Scarecrow Farm Lawn Care	\$160,196.00
Bradford Lawns	\$208,065.00
Asplundh Tree Expert	\$316,291.98

City staff recommends splitting the mowing contract between Scarecrow Farm Lawn Care, Bradford Lawns, and city parks crews to ensure adequate coverage and to maximize cost efficiency. Additionally, City crews will continue to mow parcels that require maintenance but were not originally included in the bid. **Motion** made by Macek, seconded by Caldwell to approve Resolution 1296 – Accepting the 2025 city property mowing bid results and authorizing the division of contract mowing services between Scarecrow Farm Lawn Care and Bradford Lawns with city crews to manage a portion of additional acreage as presented. Yeas: All.

RESOLUTION 1297 – AWARDING NORTHLAND INTERCEPTOR SEWER- In January 2023, we applied for a BASE Grant to help extend sewer to the Northland properties. We were notified in the spring of 2023 that we were successful in receiving a portion of what we had applied for. Since the amount we were awarded was less than the amount we applied for, we worked with our engineer to understand how far the amount of money we were awarded would go and it was determined that we could get sewer underneath US 169. This has been one of the biggest hurdles to getting any development started in this area.

We have completed design and we have bid this project twice. As I communicated a couple of weeks ago, the bids for a gravity sewer were almost twice as much as our engineer's estimate and our budget. We revised the plans slightly to include a lift station on the west side of the highway and rebid the project. Those bids were opened on April 7th and they were more in line with our budget.

Bidder	Base Bid	Alternate
Engineer's Estimate	\$1,826,359.50	\$45,847.50
Timco	\$3,984,297.68	\$143,260.50
Site Rite	\$2,011,575.00	\$39,290.38
Pro Design Contractors	\$1,769,018.88	\$32,897.14
Nowak Construction	\$2,116,680.40	\$48,817.80
Dirks Heavy	\$2,487,389.43	\$34,340.00

Staff recommends awarding to the low bidder, Pro Design Contractors in the amount of \$1,769,017.23. Of the original project budget of \$2,000,000 (\$1.5M BASE Grant, \$250,000 each from the City of Osawatomie and Miami County), we have \$1,880,059 remaining. We will have some inspection expenses as well, and our budget for inspection is approximately \$148,000. We will need to manage that budget to ensure that we do not exceed the amount of available funds. **Motion** made by Macek, seconded by Bratton to approve Resolution 1297 – Accepting the recommendations of BG Consultants for the award of the Northland Interceptor Sewer Project to Pro Design Construction in the amount of \$1,769,018.88 as presented. Yeas: All.

EXECUTIVE SESSION – None.

COUNCIL REPORTS

Dale Bratton ~ I have had some complaints about the train blocking the tracks while the kids are trying to get to school.

MAYOR’S REPORT

Nick Hampson ~ Pride will be doing mulch the 1st Saturday in May.

CITY MANAGER & STAFF REPORTS.

Bret Glendening ~ I have a party interested in looking at consenting to annexation up by Victory Chevrolet. Some of the property would be residential and some commercial.

OTHER DISCUSSION/MOTIONS.

Motion made by Macek, seconded by Henness to adjourn. Yeas: All. The mayor declared the meeting adjourned at 07:01 p.m.

/s/ Tammy Seamands
Tammy Seamands, City Clerk

Contractor's Application for Payment

Owner: <u>City of Osawatomie</u>	Owner's Project No.: <u>22-1139L</u>
Engineer: <u>BG Consultants, Inc.</u>	Engineer's Project No.: <u>22-1139L</u>
Contractor: <u>Killough Construction, Inc.</u>	Contractor's Project No.: <u>22403</u>
Project: <u>2022/2023 Street Improvements 6th St. (Lincoln to Kelly)</u>	
Contract: <u>2022/2023 Street Improvements 6th St. (Lincoln to Kelly)</u>	
Application No.: <u>13</u>	Application Date: <u>3/31/2025</u>
Application Period: <u>From</u> <u>1/18/2025</u> <u>to</u> <u>3/31/2025</u>	

1. Original Contract Price	\$ 6,259,845.33
2. Net change by Change Orders	\$ 5,205.99
3. Current Contract Price (Line 1 + Line 2)	\$ 6,265,051.32
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 6,205,501.58
5. Retainage	
a. <u>5%</u> X <u>\$ 6,205,501.58</u> Work Completed	\$ 310,275.08
b. <u>5%</u> X <u>\$ -</u> Stored Materials	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ 310,275.08
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 5,895,226.50
7. Less previous payments (Line 6 from prior application)	\$ 5,777,250.23
8. Amount due this application	\$ 117,976.27
9. Balance to finish, including retainage (Line 3 - Line 4)	\$ 59,549.74

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: <u>Killough Construction Inc.</u>	
Signature: <u>[Signature]</u>	Date: <u>4-14-25</u>

Recommended by Engineer	Approved by Owner
By: <u>Dane Rosebaugh</u>	By: _____
Title: <u>Project Manager</u>	Title: _____
Date: <u>4/14/25</u>	Date: _____
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Osawatomie
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Contractor:	Killough Construction, Inc.
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Owner's Project No.:	22-1139L
Engineer's Project No.:	22-1139L
Contractor's Project No.:	22403

Application No.:		13		Application Period:		From		01/18/25		to		02/24/25		Application Date:		02/24/25	
A	B					C	D	E	F	G	H	I	J	K	L		
Bid Item No.	Description	Item Quantity	Contract Information			Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)						
			Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)										
BASE BID		Original Contract															
1	CONTRACTOR CONSTRUCTION STAKING	1	LUMP SUM	35,000.00	35,000.00	1.00	35,000.00		35,000.00	100%	-						
2	MOBILIZATION	1	LUMP SUM	340,921.00	340,921.00	1.00	340,921.00		340,921.00	100%	-						
3	TRAFFIC CONTROL	1	LUMP SUM	118,000.00	118,000.00	1.00	118,000.00		118,000.00	100%	-						
4	STORM WATER POLLUTION PREVENTION	1	LUMP SUM	6,000.00	6,000.00	1.00	6,000.00		6,000.00	100%	-						
5	TEMPORARY SEEDING	-	LUMP SUM	4,000.00	-	-	-		-		-						
6	SEEDING, FERTILIZING AND MULCHING	1	LUMP SUM	6,000.00	6,000.00	-	-		-	0%	6,000.00						
7	CLEARING AND GRUBBING	1	LUMP SUM	27,540.00	27,540.00	1.00	27,540.00		27,540.00	100%	-						
8	REMOVAL OF EXISTING STRUCTURES	1	LUMP SUM	7,570.00	7,570.00	1.00	7,570.00		7,570.00	100%	-						
9	TRAFFIC SIGNAL WIRING RELOCATION (PACIFIC AND 6TH)	0.35	LUMP SUM	18,700.00	6,545.00	0.35	6,545.00		6,545.00	100%	-						
10	TRAFFIC SIGNAL WIRING RELOCATION (MAIN AND 6TH)	0.35	LUMP SUM	18,700.00	6,545.00	0.35	6,545.00		6,545.00	100%	-						
11	FORCEMAIN RELOCATION (2")	1	EACH	7,420.00	7,420.00	1.00	7,420.00		7,420.00	100%	-						
12	COMMON EXCAVATION (URB)	7,272	CU. YDS.	26.58	193,289.76	7,272.00	193,289.76		193,289.76	100%	-						
13	ROCK EXCAVATION	4,792	CU. YDS.	30.00	143,760.00	4,792.00	143,760.00		143,760.00	100%	-						
14	COMPACTION OF EARTHWORK (TYPE B)(MR-90)	962	CU. YDS.	6.50	6,253.00	962.00	6,253.00		6,253.00	100%	-						
15	AGGREGATE BASE (AB-3)(6")	5,451	SQ. YDS.	12.00	65,412.00	5,451.00	65,412.00		65,412.00	100%	-						
16	CONCRETE PAVEMENT (6" UNIFORM)(AE)(KCMMB 4K MIX)	1,011	SQ. YDS.	77.30	78,150.30	1,011.00	78,150.30		78,150.30	100%	-						
17	CONCRETE PAVEMENT (8" UNIFORM)(AE)(KCMMB 4K MIX)	4,429	SQ. YDS.	85.40	378,236.60	4,429.00	378,236.60		378,236.60	100%	-						
18	CONCRETE PAVEMENT (8" UNIFORM)(AE)(NRDJ)(KCMMB 4K MIX)	641	SQ. YDS.	93.30	59,805.30	641.00	59,805.30		59,805.30	100%	-						
19	CONCRETE PAVEMENT (EXP. AGG.)(6")(AE)(KCMMB 4K MIX)	139	SQ. YDS.	133.90	18,612.10	139.00	18,612.10		18,612.10	100%	-						
20	MILLING (2")	-	SQ. YDS.	15.00	-	-	-		-		-						
21	HMA - COMMERCIAL GRADE (CLASS A)(BASE COURSE)	114	TONS	145.00	16,530.00	114.00	16,530.00		16,530.00	100%	-						
22	HMA - COMMERCIAL GRADE (CLASS A)(SURFACE COURSE)	33	TONS	145.00	4,785.00	33.00	4,785.00		4,785.00	100%	-						
23	FENCE (CHAIN LINK)(REMOVAL AND RESETTING)	-	LIN. FT.	60.00	-	-	-		-		-						
24	SIDEWALK CONSTRUCTION (4")(AE)(KCMMB 4K MIX)	2,971	SQ. YDS.	54.73	162,602.83	2,971.00	162,602.83		162,602.83	100%	-						
25	SIDEWALK CONSTRUCTION (6")(AE)(KCMMB 4K MIX)	2,131	SQ. YDS.	66.78	142,308.18	2,131.00	142,308.18		142,308.18	100%	-						
26	SIDEWALK RAMP (KCMMB 4K MIX)	648	SQ. YDS.	162.41	105,241.68	648.00	105,241.68		105,241.68	100%	-						
27	INTEGRAL SIDEWALK RETAINING WALL (VARIABLE HEIGHT)(AE)(KCMMB 4K MIX)	-	SQ. YDS.	352.00	-	-	-		-		-						
28	INTEGRAL SIDEWALK CURB (VARIABLE HEIGHT)(AE)(KCMMB 4K MIX)	368	LIN. FT.	27.00	9,936.00	368.00	9,936.00		9,936.00	100%	-						
29	CONCRETE (GRADE 3.0)(AE)	2.0	CU. YDS.	1,305.00	2,610.00	2.00	2,610.00		2,610.00	100%	-						
30	REINFORCING STEEL (GRADE 60)	50	LBS.	2.00	100.00	50.00	100.00		100.00	100%	-						
31	HANDRAIL (METAL-GALVANIZED)	-	LIN. FT.	232.00	-	-	-		-		-						
32	ADJUSTMENT OF MANHOLES	3	EACH	1,500.00	4,500.00	3.00	4,500.00		4,500.00	100%	-						
33	INLET (CURB)(SETBACK)(5X4)	16	EACH	6,278.00	100,448.00	16.00	100,448.00		100,448.00	100%	-						
34	INLET (CURB)(SETBACK)(5X5)	8	EACH	6,935.00	55,480.00	8.00	55,480.00		55,480.00	100%	-						
35	INLET (CURB)(SETBACK)(5X6)	7	EACH	7,030.00	49,210.00	7.00	49,210.00		49,210.00	100%	-						
36	INLET (CURB)(SETBACK)(6X4)	1	EACH	14,000.00	14,000.00	1.00	14,000.00		14,000.00	100%	-						
37	INLET (CURB)(SETBACK)(7X6)	1	EACH	7,610.00	7,610.00	1.00	7,610.00		7,610.00	100%	-						
38	INLET (CURB)(SETBACK)(10X4)	18	EACH	8,100.00	145,800.00	18.00	145,800.00		145,800.00	100%	-						
39	MANHOLE (4")(TYPE II)	1	EACH	5,450.00	5,450.00	1.00	5,450.00		5,450.00	100%	-						
40	MANHOLE (5")(TYPE II)	3	EACH	7,110.00	21,330.00	3.00	21,330.00		21,330.00	100%	-						
41	END SECTION (12")(RC)	1	EACH	800.00	800.00	1.00	800.00		800.00	100%	-						
42	END SECTION (4.0 SQ. FT.)(RCHE)	8	EACH	1,400.00	11,200.00	8.00	11,200.00		11,200.00	100%	-						
43	END SECTION (7.0 SQ. FT.)(RCHE)	1	EACH	2,150.00	2,150.00	1.00	2,150.00		2,150.00	100%	-						
44	FLOWABLE FILL (LOW STRENGTH)	617.00	CU. YDS.	150.00	92,550.00	617.00	92,550.00		92,550.00	100%	-						
45	SLOPE PROTECTION (RIPRAP STONE)(LIGHT STONE)(100 LB)	83	CU. YDS.	70.00	5,810.00	83.00	5,810.00		5,810.00	100%	-						
46	STORM SEWER (12")(HDPE,RCP)	143	LIN. FT.	89.20	12,755.60	143.00	12,755.60		12,755.60	100%	-						

Progress Estimate - Unit Price Work
Contractor's Application for Payment

Owner:	City of Osawatomie
Engineer:	BG Consultants, Inc.
Contractor:	Killough Construction, Inc.
Project:	2022/2023 Street Improvements 6th St. (Lincoln to Kelly)
Contract:	2022/2023 Street Improvements 6th St. (Lincoln to Kelly)

Owner's Project No.:	22-1139L
Engineer's Project No.:	22-1139L
Contractor's Project No.:	22403

Application No.: 13		Application Period: From 01/18/25 to 02/24/25		Application Date: 02/24/25							
A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
47	STORM SEWER (12")(RCP)	43	LIN. FT.	109.00	4,687.00	43.00	4,687.00		4,687.00	100%	-
48	STORM SEWER (18")(HDPE,RCP)	26	LIN. FT.	104.19	2,708.94	26.00	2,708.94		2,708.94	100%	-
49	STORM SEWER (18")(RCP)	487	LIN. FT.	104.35	50,818.45	487.00	50,818.45		50,818.45	100%	-
50	STORM SEWER (24")(HDPE,RCP)	445	LIN. FT.	104.68	46,582.60	445.00	46,582.60		46,582.60	100%	-
51	STORM SEWER (24")(RCP)	211	LIN. FT.	113.83	24,018.13	211.00	24,018.13		24,018.13	100%	-
52	STORM SEWER (1.5 SQ. FT.)(RCPHE)	645	LIN. FT.	126.61	81,663.45	645.00	81,663.45		81,663.45	100%	-
53	STORM SEWER (2.0 SQ. FT.)(RCPHE)	759	LIN. FT.	145.38	110,343.42	759.00	110,343.42		110,343.42	100%	-
54	STORM SEWER (4.0 SQ. FT.)(RCPHE)	1,249	LIN. FT.	165.95	207,271.55	1,249.00	207,271.55		207,271.55	100%	-
55	STORM SEWER (5.0 SQ. FT.)(RCPHE)	152	LIN. FT.	164.15	24,950.80	152.00	24,950.80		24,950.80	100%	-
56	STORM SEWER (6.0 SQ. FT.)(RCPHE)	285	LIN. FT.	200.65	57,185.25	285.00	57,185.25		57,185.25	100%	-
57	STORM SEWER (7.0 SQ. FT.)(RCPHE)	588	LIN. FT.	200.21	117,723.48	588.00	117,723.48		117,723.48	100%	-
58	CROSS ROAD PIPE (4.0 SQ. FT.)(RCPHE)	220	LIN. FT.	165.95	36,509.00	220.00	36,509.00		36,509.00	100%	-
59	MANHOLE (SANITARY SEWER)(4')	1	EACH	12,200.00	12,200.00	1.00	12,200.00		12,200.00	100%	-
60	SANITARY SEWER (8")(PVC)	24	LIN. FT.	210.00	5,040.00	24.00	5,040.00		5,040.00	100%	-
61	PAVEMENT MARKING (MULTI-COMPONENT)(WHITE)(4")	101	LIN. FT.	1.55	156.55	-	-		-	0%	156.55
62	PAVEMENT MARKING (MULTI-COMPONENT)(WHITE)(6")	517	LIN. FT.	2.00	1,034.00	-	-		-	0%	1,034.00
63	PAVEMENT MARKING (MULTI-COMPONENT)(YELLOW)(4")	7,663	LIN. FT.	1.50	11,494.50	-	-		-	0%	11,494.50
64	PAVEMENT MARKING (INTERSECTION GRADE)(WHITE)(24")	1,010	LIN. FT.	22.00	22,220.00	-	-		-	0%	22,220.00
65	PAVEMENT MARKING SYMBOL (INTERSECTION GRADE)(WHITE)(LEFT ARROW)	8	EACH	250.00	2,000.00	-	-		-	0%	2,000.00
66	PAVEMENT MARKING SYMBOL (INTERSECTION GRADE)(WHITE)(SHARROW)	17	EACH	350.00	5,950.00	-	-		-	0%	5,950.00
67	SIGN (FLAT SHEET)(HIGH PERFORMANCE)	138	SQ. FT.	30.00	4,154.70	-	-		-	0%	4,154.70
68	SIGN POST (1-3/4" PERFORATED SQUARE STEEL TUBE)	290	LIN. FT.	13.50	3,915.00	-	-		-	0%	3,915.00
69	SIGN POST FOOTING (1-3/4" PERFORATED SQUARE STEEL TUBE)	35	EACH	75.00	2,625.00	-	-		-	0%	2,625.00
70	12" C-900 (IN PLACE)	1,829	LIN. FT.	220.00	402,380.00	1,829.00	402,380.00		402,380.00	100%	-
71	8" C-900 (IN PLACE)	2,770	LIN. FT.	135.00	373,950.00	2,770.00	373,950.00	-	373,950.00	100%	-
72	6" C-900 (IN PLACE)	101	LIN. FT.	130.00	13,130.00	101.00	13,130.00		13,130.00	100%	-
73	4" C-900 (IN PLACE)	110	LIN. FT.	75.00	8,250.00	110.00	8,250.00		8,250.00	100%	-
74	2" RJ WATERLINE (DIRECTIONAL BORE)	462	LIN. FT.	45.00	20,790.00	462.00	20,790.00		20,790.00	100%	-
75	2" RJ YELOMINE (DIRECTIONAL BORE)	55	LIN. FT.	80.00	4,400.00	55.00	4,400.00		4,400.00	100%	-
76	2" SERVICE LINE (IN PLACE)	109	LIN. FT.	80.00	8,720.00	109.00	8,720.00		8,720.00	100%	-
77	1" SERVICE LINE (IN PLACE)	29	LIN. FT.	75.00	2,175.00	29.00	2,175.00		2,175.00	100%	-
78	3/4" SERVICE LINE (IN PLACE)	713	LIN. FT.	49.00	34,937.00	713.00	34,937.00		34,937.00	100%	-
79	3/4" SERVICE LINE (DIRECTIONAL BORE)	664	LIN. FT.	52.00	34,528.00	664.00	34,528.00		34,528.00	100%	-
80	2" STANDARD SERVICE ASSEMBLY	2	EACH	2,900.00	5,800.00	2.00	5,800.00		5,800.00	100%	-
81	1" STANDARD SERVICE ASSEMBLY	4	EACH	1,040.00	4,160.00	4.00	4,160.00		4,160.00	100%	-
82	5/8" STANDARD SERVICE ASSEMBLY	52	EACH	1,020.00	53,040.00	52.00	53,040.00		53,040.00	100%	-
83	2" TAP	3	EACH	1,540.00	4,620.00	3.00	4,620.00		4,620.00	100%	-
84	12" GATE VALVE W/ BOX	6	EACH	4,320.00	25,920.00	6.00	25,920.00		25,920.00	100%	-
85	8" GATE VALVE W/ BOX	11	EACH	2,250.00	24,750.00	11.00	24,750.00		24,750.00	100%	-
86	6" GATE VALVE W/ BOX	3	EACH	1,900.00	5,700.00	3.00	5,700.00	-	5,700.00	100%	-
87	4" GATE VALVE W/ BOX	2	EACH	1,650.00	3,300.00	2.00	3,300.00		3,300.00	100%	-
88	2" GATE VALVE W/ BOX	3	EACH	1,220.00	3,660.00	3.00	3,660.00		3,660.00	100%	-
89	CONNECT TO EXISTING WATERLINE	11	EACH	3,630.00	39,930.00	11.00	39,930.00		39,930.00	100%	-
90	CONNECT TO EXISTING WATERLINE FIRELINE	3	EACH	6,280.00	18,840.00	3.00	18,840.00		18,840.00	100%	-
91	5 1/4" FIRE HYDRANT SETTING	10	EACH	4,210.00	42,100.00	10.00	42,100.00	-	42,100.00	100%	-
92	TEMPORARY BOLLARD SET	-	EACH	2,000.00	-	-	-		-		-
93	REMOVE AND REPLACE SURFACING (CONCRETE)	256	SQ. YDS.	105.00	26,880.00	256.00	26,880.00		26,880.00	100%	-
94	REMOVE AND REPLACE SURFACING (FLOWABLE FILL)	462	CU. YDS.	180.00	83,160.00	462.00	83,160.00		83,160.00	100%	-

Progress Estimate - Unit Price Work
Contractor's Application for Payment

Owner:	City of Osawatomie	Owner's Project No.:	22-1139L
Engineer:	BG Consultants, Inc.	Engineer's Project No.:	22-1139L
Contractor:	Killough Construction, Inc.	Contractor's Project No.:	22403
Project:	2022/2023 Street Improvements 6th St. (Lincoln to Kelly)		
Contract:	2022/2023 Street Improvements 6th St. (Lincoln to Kelly)		

Application No.:	13	Application Period:	From 01/18/25 to 02/24/25	Application Date:	02/24/25
-------------------------	----	----------------------------	---------------------------	--------------------------	----------

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
95	REMOVE AND REPLACE CURB AND GUTTER	17	LIN. FT.	55.00	935.00	17.00	935.00		935.00	100%	-
96	REMOVE AND REPLACE SURFACING (GRAVEL)	9	SQ. YDS.	100.00	900.00	9.00	900.00		900.00	100%	-
97	REMOVE AND REPLACE SURFACING (TEMPORARY SURFACING)	1,575	SQ. YDS.	35.00	55,125.00	1,575.00	55,125.00		55,125.00	100%	-
BID ALTERNATE NO. 1											
1	CONCRETE PAVEMENT (8" UNIFORM)(AE)(NRD)(KCMMB 4K MIX)	13,446	SQ. YDS.	81.60	1,097,193.60	13,446.00	1,097,193.60		1,097,193.60	100%	-
2	CURB AND GUTTER, COMBINED (AE)(8")	9,334.5	LIN. FT.	22.35	208,626.08	9,334.50	208,626.08		208,626.08	100%	-
3	CURB AND GUTTER, COMBINED (AE)(SPECIAL)(8")	108	LIN. FT.	22.35	2,413.80	108.00	2,413.80		2,413.80	100%	-
4	AGGREGATE BASE (AB-3)(6")	16,564	SQ. YDS.	11.00	182,204.00	16,564.00	182,204.00		182,204.00	100%	-
5	COMPACTION OF EARTHWORK (TYPE AA)(MR-0-5)	3,654	CU. YDS.	6.50	23,751.00	3,654.00	23,751.00		23,751.00	100%	-
ADD ALTERNATE NO. 1											
1	6TH STREET DRAINAGE DITCH	1,740	LIN. FT.	30.00	52,200.00	1,740.00	52,200.00		52,200.00	100%	-
ADD ALTERNATE NO. 2											
1	CONCRETE (GRADE 3.0)(AE)	-	CU. YDS.	6,500.00	-	-	-		-		-
2	REINFORCING STEEL (GRADE 60)	-	LBS.	2.00	-	-	-		-		-
3	HANDRAIL (METAL-GALVANIZED)	-	LIN. FT.	232.00	-	-	-		-		-
Original Contract Totals					\$ 6,181,987.65		\$ 6,122,437.90	\$ -	\$ 6,122,437.90	99%	\$ 59,549.75

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Osawatomie	Owner's Project No.:	22-1139L
Engineer:	BG Consultants, Inc.	Engineer's Project No.:	22-1139L
Contractor:	Killough Construction, Inc.	Contractor's Project No.:	22403
Project:	2022/2023 Street Improvements 6th St. (Lincoln to Kelly)		
Contract:	2022/2023 Street Improvements 6th St. (Lincoln to Kelly)		

Application No.: 13		Application Period: From 01/18/25 to 02/24/25		Application Date: 02/24/25							
A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Change Orders											
	FENCE (EQUIPBID)(REMOVAL AND INSTALL)	760	L.F.	30.00	22,800.00	760.00	22,800.00		22,800.00	100%	-
	FENCE (REMOVE AND REPLACE)	1	LUMP SUM	8,630.00	8,630.00	1.00	8,630.00		8,630.00	100%	-
	6TH STREET DRAINAGE	1	LUMP SUM	27,475.00	27,475.00	1.00	27,475.00		27,475.00	100%	-
	3" ROCK FOR STABILIZATION	237.46	TON	35.00	8,311.10	237.46	8,311.10		8,311.10	100%	-
	HANDRAIL (METAL-GALVANIZED)	1	LUMP SUM	3,584.00	3,584.00	1.00	3,584.00		3,584.00	100%	-
	TEMPORARY PAVEMENT MARKINGS	1	LUMP SUM	5,303.58	5,303.58	1.00	5,303.58		5,303.58	100%	-
	EXTRA TRAFFIC CONTROL SIGNS (US-169)	1	LUMP SUM	2,400.00	2,400.00	1.00	2,400.00		2,400.00	100%	-
	EXTRA STRUCTURE REMOVAL	1	LUMP SUM	4,560.00	4,560.00	1.00	4,560.00		4,560.00	100%	-
Change Order Totals					\$ 83,063.68		\$ 83,063.68	\$ -	\$ 83,063.68	100%	\$ -
Original Contract and Change Orders											
Project Totals					\$ 6,265,051.33		\$ 6,205,501.58	\$ -	\$ 6,205,501.58	99%	\$ 59,549.75

Contractor's Application for Payment

Stored Materials



PROCLAMATION

ISSUED BY THE MAYOR AND CITY COUNCIL

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day is now observed throughout the nation and the world, and


WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and beautify our community, and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal, and

NOW, THEREFORE, I, Nick Hampson, Mayor of the City of Osawatomie, do hereby proclaim

April 25, 2025
 **Arbor Day**

in the City of Osawatomie, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Proclaimed this 24th day of April, 2025.

Nick Hampson, Mayor
City of Osawatomie

RESOLUTION NO. 1298

A RESOLUTION AUTHORIZING TEMPORARY CLOSING OF PORTIONS OF CERTAIN STREETS IN OSAWATOMIE ON JUNE 28, 2025, TO PERMIT THE CONSUMPTION OF ALCOHOLIC BEVERAGES IN DESIGNATED AREAS DURING THE OSAWATOMIE LIGHTS ON THE LAKE CELEBRATION.

WHEREAS, the 2025 Osawatomie Lights on the Lake Celebration will be held at the Osawatomie City Lake within the City of Osawatomie and the governing body of the City of Osawatomie having approved the Special Event Permit for the Osawatomie Lights on the Lake Celebration at its April 10, 2025 meeting, which would allow the possession and consumption of alcoholic liquor in the areas designated in the permit.

WHEREAS, pursuant to state law, alcoholic liquor may be consumed at a special event to be held on designated public streets, alleys, and sidewalks when a temporary permit has been issued by the Kansas Division of Alcohol Beverage Control (ABC) and the governing body has approved the event as required by K.S.A. 41-719 and 41-2645 and amendments thereto; and

WHEREAS, the Kansas Division of ABC has requested a formal resolution approved by the governing body to affirm the permit that was issued;

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

SECTION ONE: The City Council hereby approves the event to be held on June 28, 2025, from 4:30 p.m. to 11:00 p.m. provided the Osawatomie Lights on the Lake Celebration complies with all state laws and ordinances regulating alcoholic liquor.

SECTION TWO: A portion or all of the following streets/alleys shall be closed to motor vehicle traffic during the dates and times identified in Section One: Osawatomie City Lake. Pursuant to K.S.A. 41-719 and 41-2645, the sponsor shall ensure that the area in which alcoholic liquor is possessed or consumed is clearly marked by signs, a posted map or other means ("Designated Barricaded Area").

SECTION THREE: Event attendees may possess and consume alcoholic beverages within the Designated Barricaded Area. Pursuant to K.S.A. 41-719, no alcoholic liquor may be removed from Designated Barricaded Area or consumed inside vehicles while on public streets or alleys at the event.

SECTION FOUR: This Resolution shall be in full force and effect from and after its adoption.

Resolution No. 1298, cont.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas
this 24th day of April, 2025, a majority being in favor thereof.

APPROVED AND SIGNED by the Mayor.

Nick Hampson
Mayor

(SEAL)

ATTEST:

Tammy Seamands
City Clerk

RESOLUTION NO. 1299

A RESOLUTION AUTHORIZING TEMPORARY CLOSING OF PORTIONS OF CERTAIN STREETS IN OSAWATOMIE ON MAY 24, 2025, TO PERMIT THE CONSUMPTION OF ALCOHOLIC BEVERAGES IN DESIGNATED AREAS DURING THE OSAWATOMIE ALUMNI CELEBRATION.

WHEREAS, the 2025 Osawatomie Alumni Celebration will be held at various locations within the City of Osawatomie and the governing body of the City of Osawatomie having approved the Special Event Permit for the Osawatomie Alumni Street Dance at its April 10, 2025 meeting, which would allow the possession and consumption of alcoholic liquor in the areas designated in the permit.

WHEREAS, pursuant to state law, alcoholic liquor may be consumed at a special event to be held on designated public streets, alleys, and sidewalks when a temporary permit has been issued by the Kansas Division of Alcohol Beverage Control (ABC) and the governing body has approved the event as required by K.S.A. 41-719 and 41-2645 and amendments thereto; and

WHEREAS, the Kansas Division of ABC has requested a formal resolution approved by the governing body to affirm the permit that was issued;

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

SECTION ONE: The City Council hereby approves the event to be held on May 24, 2025, from 9:00 p.m. to 12:00 a.m. provided the Osawatomie Alumni Association complies with all state laws and ordinances regulating alcoholic liquor.

SECTION TWO: A portion or all of the following streets/alleys shall be closed to motor vehicle traffic during the dates and times identified in Section One: Main Street from 5th to 6th Streets. Pursuant to K.S.A. 41-719 and 41-2645, the sponsor shall ensure that the area in which alcoholic liquor is possessed or consumed is clearly marked by signs, a posted map or other means ("Designated Barricaded Area").

SECTION THREE: Event attendees may possess and consume alcoholic beverages within the Designated Barricaded Area. Pursuant to K.S.A. 41-719, no alcoholic liquor may be removed from Designated Barricaded Area or consumed inside vehicles while on public streets or alleys at the event.

SECTION FOUR: This Resolution shall be in full force and effect from and after its adoption.

Resolution No. 1299

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas this 24th day of April, 2025, a majority being in favor thereof.

APPROVED AND SIGNED by the Mayor.

Nick Hampson
Mayor

(SEAL)

ATTEST:

Tammy Seamands
City Clerk

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF OSAWATOMIE, KANSAS
HELD ON APRIL 24, 2025**

The governing body met in regular session at the usual meeting place in the City, at 6:00, 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 Request for Proposals heretofore duly given, proposals for the purchase of General Obligation Temporary Notes, Series 2025-1, dated May 15, 2025, of the City had been received.

The governing body reviewed and considered the proposals, and it was found and determined that the proposal of [PURCHASER], [PURCHASER CITY, STATE], (the "Purchaser") was the best proposal for the Notes.

Councilmember _____ moved that the Purchaser's proposal be accepted and that the Mayor and Clerk be authorized and directed to award the sale of the Notes to the Purchaser, subject to the terms of the Note Purchase Agreement. The motion was seconded by Councilmember _____. The motion was carried by a vote of the governing body as follows:

Yea: _____.

Nay: _____.]

There was presented a Resolution entitled:

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2025-1, 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 the Resolution be adopted. The motion was seconded by Councilmember _____. The Resolution was duly read and considered, and upon being put, the motion for the adoption of the Resolution was carried by the 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. _____, 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

RESOLUTION NO. [____]

OF

THE CITY OF OSAWATOMIE, KANSAS

ADOPTED

APRIL 24, 2025

**GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2025-1**

RESOLUTION

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RESOLUTION NO. [____]

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2025-1, 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 caused 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>
City Infrastructure Improvements (5 th Street Terrace Project)	Res. No. 1280	12-617 <i>et seq.</i> Ch. Ord. 19 12-685 <i>et seq.</i> 65-163d <i>et seq.</i>	\$967,078
Stormwater Drainage Improvements (5 th Street Terrace Project)	Ord. No. 3870	12-631r	365,000
Total:			<i>\$1,332,078</i>

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

WHEREAS, 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 general obligation bonds heretofore authorized have been issued and the Issuer proposes to issue its temporary notes to pay the costs of the Improvements; and

WHEREAS, the Issuer proposes to issue its temporary notes to pay the costs of the Improvements.

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 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. 12-617, as amended by Charter Ordinance No. 19, K.S.A. 12-631r, 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 \$100,000 or any integral multiples of \$5,000 in excess thereof.

“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.

“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.

“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 2025-1 created pursuant to **Section 501** hereof.

“Dated Date” means May 15, 2025.

“Debt Service Account” means the Debt Service Account for General Obligation Temporary Notes, Series 2025-1 (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.

“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 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 2025-1 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, 2026.

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

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

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

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

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

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

“Note Purchase Agreement” means the Note Purchase Agreement dated as of April 24, 2025 between the Issuer and the Purchaser.

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

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

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

“Notes” means the General Obligation Temporary Notes, Series 2025-1, authorized and issued by the Issuer pursuant to this Note Resolution.

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

(a) To the Issuer at:

City of Osawatomie
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:

[Purchaser]
[Purchaser Address]
Fax: [Purchaser Fax]

(d) To the Rating Agency(ies):

Moody's Municipal Rating Desk
7 World Trade Center
250 Greenwich Street
23rd Floor
New York, New York 10007

S&P Global Ratings, a division of S&P Global Inc.
55 Water Street, 38th Floor
New York, New York 10004

“Notice Representative” means:

(a) With respect to the Issuer, the Clerk.

(b) With respect to the Note Registrar and Paying Agent, the Director of Fiscal Services.

- (c) With respect to any Purchaser, the manager of its Municipal Bond Department.
- (d) With respect to any Rating Agency, any Vice President thereof.

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

- (a) Notes theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Notes deemed to be paid in accordance with the provisions of **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.

“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 amount set forth in the Note Purchase Agreement.

“Purchaser” means [Purchaser], [Purchaser City, State], 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.

“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.

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

“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 2025-1, of the Issuer in the principal amount of \$1,585,000*, 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, without option of prior redemption and payment, 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>
2029	[\$1,585,000*]	_____ %

The Notes shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in **Section 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 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. An Owner shall only have the authority to transfer and exchange Notes in an aggregate principal amount of \$100,000 or more unless such transfer and exchange is made through a primary offering (as defined in the SEC Rule). 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 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. 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 211. Sale of the Notes – Note Purchase Agreement. The Mayor is hereby authorized to enter into the Note Purchase Agreement between the Issuer and the Purchaser in substantially the form submitted to the governing body concurrently with the adoption of this Note Resolution, with such changes therein as shall be approved by the Mayor, such officer's signature thereon being conclusive evidence of the approval thereof. Pursuant to the Note Purchase Agreement, the Issuer agrees to sell the Notes to the Purchaser for the Purchase Price, upon the terms and conditions set forth therein.

ARTICLE III

REDEMPTION OF NOTES

Section 301. No Redemption of Notes. The Notes shall not be subject to optional redemption and payment prior to their Stated Maturity.

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 2025-1.
- (b) Debt Service Account for General Obligation Temporary Notes, Series 2025-1.
- (c) Costs of Issuance Account for General Obligation Temporary Notes, Series 2025-1.

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 representing interest on the Notes during construction of the Improvements shall be deposited in the Debt Service Account.
- (b) An amount necessary to pay the Costs of Issuance shall be deposited in the Costs of Issuance Account.
- (c) 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 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 and approved by the governing body of the Issuer; (b) paying interest on the Notes during construction of the Improvements, if necessary; and (c) paying Costs of Issuance.

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; and (3) 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. 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 507. 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. 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

Section 901. Exempt from Disclosure. The Issuer has not prepared an official statement or other offering document relating to the Notes and is relying on exemption to provide and disseminate such information contained in Section (d)(1) of the SEC Rule. In furtherance of such exemption, the Issuer certifies that: (a) the Purchaser has certified that the Notes are being issued in denominations of \$100,000 or more; and (b) the Notes are being sold to no more than thirty-five persons, each of whom the Purchaser reasonably believes: (1) has the knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the prospective investment and (2) is not purchasing for more than one account or with a view to distributing the Notes.

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 April 24, 2025.

(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 April 24, 2025, as the same appears of record in my office.

DATED: April 24, 2025.

Clerk

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**EXHIBIT A
(FORM OF NOTES)**

**REGISTERED
NUMBER _____**

**REGISTERED
\$ _____**

**UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF MIAMI
CITY OF OSAWATOMIE
GENERAL OBLIGATION NOTE
SERIES 2025-1**

**Interest
Rate:**

**Maturity
Date:**

**Dated
Date: May 15, 2025**

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, 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, 2026 (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 to the person in whose name this Note is registered at the maturity 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 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 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 2025-1,” aggregating the principal amount of \$1,585,000* (the “Notes”) issued for the purposes set forth in the Resolution of the Issuer authorizing the issuance of the Notes (the “Note Resolution”). The Notes are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 10-123, K.S.A. 12-617, as amended by Charter Ordinance No. 19, K.S.A. 12-631r, 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 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 **not** subject to redemption prior to maturity.

Transfer and Exchange. 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. A Registered Owner shall only have the authority to transfer and exchange Notes in an aggregate principal amount of \$100,000 or more unless such transfer and exchange is made through a primary offering (as defined in the SEC Rule). 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 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 2025-1, 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: 0213-061-051525-____

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 Osawatomie, Kansas, does hereby certify that the within Note has been duly registered in my office according to law as of May 15, 2025.

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

TRANSCRIPT OF PROCEEDINGS

AUTHORIZING THE ISSUANCE

OF

\$1,585,000*

CITY OF OSAWATOMIE, KANSAS

**GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2025-1**

DATED MAY 15, 2025

Legal Opinion

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

\$1,585,000*
CITY OF OSAWATOMIE, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2025-1
DATED MAY 15, 2025

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. [Purchaser], [Purchaser City, State] (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. **Charter Ordinance No. 19**
 - Excerpt of Minutes of the governing body meeting evidencing passage of Charter Ordinance No. 19
 - Charter Ordinance No. 19
 - Affidavit of Publication of Charter Ordinance No. 19
 - Certificate of No Protest
2. **5th Street Terrace Project - Infrastructure Improvements**
 - Excerpt of Minutes of the governing body meeting evidencing passage of Resolution No. 1280
 - Resolution No. 1280 authorizing certain infrastructure improvements
3. **5th Street Terrace Project – Stormwater Drainage Improvements**
 - Excerpt of Minutes of the governing body meeting evidencing passage of Ordinance No. 3870
 - Ordinance No. 3870 authorizing stormwater drainage improvements
 - Affidavit of Publication of Ordinance No. 3870

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

4. Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 1281
5. Resolution No. 1281 authorizing the offering for sale of the Notes
6. Note Purchase Agreement
7. Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. [____]
8. Resolution No. [____] authorizing the issuance of the Notes and prescribing the form and details of the Notes

CLOSING DOCUMENTS

9. Transcript Certificate
 - Exhibit A*** – Statement of Costs
 - Exhibit B*** – Schedule of Outstanding General Obligation Indebtedness
10. Uniform Facsimile of Signature Certificates
11. Authorization of State Treasurer to use facsimile signature and seal
12. Specimen Note and Printer's Certificate
13. Agreement Between Issuer and Agent
14. Closing Certificate
15. Federal Tax Certificate
 - 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
 - Schedule 1*** – Debt Service Schedule & Proof of Yield

LEGAL OPINIONS

16. Approving legal opinion of Gilmore & Bell, P.C.
17. Approval letter of Attorney General

MISCELLANEOUS DOCUMENTS

18. Closing Letter

* * * * *

TRANSCRIPT CERTIFICATE

\$1,585,000*
CITY OF OSAWATOMIE, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2025-1
DATED MAY 15, 2025

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 April 24, 2025, 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 class 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 01/2026
	Councilmember	10/2012 to 01/2022
Tammy Filipin	Councilmember	01/2022 to 01/2026
Kenny Diehm	Councilmember	01/2018 to 01/2026
Dale Bratton	Councilmember	01/2022 to 01/2026
Lawrence Dickinson	Councilmember	04/2010 to 01/2028
Daniel Macek	Councilmember	02/2017 to 01/2028
Cathy Caldwell	Councilmember	03/2019 to 01/2028

Kevin Schasteen
Derek Henness
Tammy Seamands

Councilmember
Councilmember
Clerk

02/2023 to 01/2026
01/2024 to 01/2028
12/2015 to Date

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. [____] (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 K.S.A. 12-617, as amended by Charter Ordinance No. 19, K.S.A. 12-631r, K.S.A. 12-685 *et seq.*, and K.S.A. 65-163d *et seq.*, all 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 2024, is \$39,024,042, exclusive of motor vehicle valuation.

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.

(SEAL)

Mayor

Clerk

EXHIBIT A

STATEMENT OF COST

Re: General Obligation Temporary Notes, Series 2025-1, Dated May 15, 2025, of the
City of Osawatomie, Kansas

Sources of Funds:

Principal Amount of the Notes	\$1,585,000*.00
<i>Total</i>	<i>\$</i>

Uses of Funds:

Deposit to Improvement Fund	\$
Costs of Issuance	
<i>Total</i>	<i>\$</i>

EXHIBIT B

CITY OF OSAWATOMIE, KANSAS

SCHEDULE OF OUTSTANDING GENERAL OBLIGATION INDEBTEDNESS
(as of May 15, 2025)

GENERAL OBLIGATION BONDS

Description of Indebtedness	Dated Date	Final Maturity	Original Principal Amount	Amount Outstanding	Exempt From Debt Limit
G.O. Bonds, Series 2012A	05/01/2012	09/01/2027	\$2,810,000	\$ 125,000	\$ 113,113
G.O. Bonds, Series 2016A	05/19/2016	09/01/2045	8,145,000	5,405,000	2,194,536
G.O. Bonds, Series 2019A	05/23/2019	09/01/2038	1,135,000	915,000	0
G.O. Bonds, Series 2022A	03/15/2022	03/01/2032	6,175,000	<u>4,970,000</u>	<u>4,970,000</u>
	Total			\$11,415,000	\$7,277,649

TEMPORARY NOTES

Description of Indebtedness	Dated Date	Final Maturity	Original Principal Amount	Amount Outstanding	Exempt From Debt Limit
G.O. Temporary Notes, Series 2023-1	08/10/2023	03/01/2027	\$7,685,000	\$7,685,000	\$2,868,414
G.O. Temporary Notes, Series 2024-1	08/01/2024	08/01/2028	250,000	250,000	250,000
G.O. Temporary Notes, Series 2025-1	05/15/2025	03/01/2029	1,585,000	<u>1,585,000</u>	<u>665,951</u>
	Total			\$9,520,000	\$3,784,365

AGREEMENT BETWEEN ISSUER AND AGENT

\$1,585,000*
CITY OF OSAWATOMIE, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2025-1
DATED MAY 15, 2025

THIS AGREEMENT, dated as of May 15, 2025, 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 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

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

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

**SAFEKEEPING AGREEMENT
BY AND BETWEEN
[PURCHASER]
AND
CITY OF OSAWATOMIE, KANSAS
AND
THE OFFICE OF THE KANSAS STATE TREASURER**

**\$1,585,000*
CITY OF OSAWATOMIE, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2025-1
DATED MAY 15, 2025**

In order to induce [Purchaser], [Purchaser City, State] (the “Purchaser”) to accept delivery of the above captioned notes (the “Note”) for safekeeping prior to the delivery of the Note on May 15, 2025 (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 Note, in the custody, control and possession of the Purchaser at least one day prior to the Closing Date.

By executing this agreement in the appropriate place Purchaser acknowledges upon receipt from the Agent of possession, custody and control of the Note, and agrees to safekeep and hold in escrow the Note until it shall have received notification from one of the following authorized representatives of the Issuer to release or return the Note: 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 Purchaser; 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 a demand for the return of the Note is received, Purchaser shall return the Note as soon as practicable, but in any event, no later than the following business day.

Purchaser 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 Note while they are in the possession, custody or control of Purchaser, prior to concluding the Closing with respect to the Note.

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CITY OF OSAWATOMIE, KANSAS

Dated: April 24, 2025

By: _____
Clerk

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

Dated: _____

By: _____
Title: Director of Fiscal Services

[PURCHASER]

Dated: _____

By: _____
Title: _____
]*

CLOSING CERTIFICATE

\$1,585,000*
CITY OF OSAWATOMIE, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2025-1
DATED MAY 15, 2025

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 May 15, 2025 (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 April 24, 2025 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. 12-617, as amended by Charter Ordinance No. 19, K.S.A. 12-631r, K.S.A. 12-685 *et seq.*, and K.S.A. 65-163d *et seq.*, all as amended, and Resolution No. [____] of the Issuer duly adopted by the governing body of the Issuer on April 24, 2025 (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 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.

6. 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 Purchase Agreement, or by the Note Resolution, or the validity or enforceability of the Notes or the Note Purchase Agreement.

7. Representations and Warranties Required by the Note Purchase Agreement. The Issuer has duly performed all of its obligations required to be performed at or prior to the date of this Closing Certificate by the Note Purchase Agreement and each of the Issuer's representations and warranties contained in the Note Purchase Agreement are true as of the date of this Certificate.

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WITNESS our signatures and the seal of the Issuer.

(SEAL)

Mayor

Clerk

NOTE PURCHASE AGREEMENT

BETWEEN

CITY OF OSAWATOMIE, KANSAS

AND

**[PURCHASER]
[PURCHASER CITY, STATE]**

\$1,585,000*

GENERAL OBLIGATION TEMPORARY NOTES

SERIES 2025-1

DATED AS OF MAY 15, 2025

\$1,585,000*
CITY OF OSAWATOMIE, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2025-1

April 24, 2025

Mayor and
City Council
City of Osawatomie, Kansas

NOTE PURCHASE AGREEMENT

On the basis of the representations, warranties and covenants and upon the terms and conditions contained in this Note Purchase Agreement, [Purchaser], [Purchaser City, State] (the “Purchaser”), hereby offers to purchase all (but not less than all) of the above-described notes (the “Notes”), to be issued by the City of Osawatomie, Kansas (the “Issuer”), under and pursuant to a Resolution to be adopted by the City Council of the Issuer (the “Governing Body”) on this date (the “Note Resolution”). All capitalized terms not specifically defined herein shall have the same meaning as defined in the Note Resolution, unless some other meaning is plainly indicated.

This offer is made subject to acceptance of this Note Purchase Agreement by or on behalf of the Governing Body on or before 11:59 p.m., applicable Central time, on this date (the “Sale Date”).

SECTION 1. PURCHASE, SALE AND DELIVERY OF THE NOTES

(a) On the basis of the representations, warranties and covenants contained herein and in the other agreements and documents referred to herein, and subject to the terms and conditions herein set forth, the Purchaser agrees to purchase from the Issuer and the Issuer agrees to sell to the Purchaser the Notes not later than 12:00 Noon, applicable Central time on May 15, 2025, or such other place, time or date as shall be mutually agreed upon by the Issuer and the Purchaser at the purchase price set forth on **Exhibit A** attached hereto, without accrued interest (the “Purchase Price”). The date of such delivery and payment is herein called the “Closing Date,” the hour and date of such delivery and payment is herein called the “Closing Time” and the transactions to be accomplished for delivery of the Notes on the Closing Date shall be herein called the “Closing.” The Notes shall be issued under and secured as provided in the Note Resolution and the Notes shall have the maturities and interest rates as set forth therein and on **Exhibit A** attached hereto, which also contains a summary of the redemption provisions of the Notes. The Notes shall contain such other provisions as are described in the Note Resolution.

(b) The Issuer acknowledges and agrees that: (1) the purchase and sale of the Notes pursuant to this Note Purchase Agreement is an arm’s-length commercial transaction between the Issuer and the Purchaser; (2) in connection with such transaction, the Purchaser is acting solely as a principal and not as an agent or a fiduciary of the Issuer; (3) the Purchaser has not assumed (individually or collectively) a fiduciary responsibility in favor of the Issuer with respect to the offering of the Notes or the process leading thereto (whether or not the Purchaser, or any affiliate of the Purchaser, has advised or is currently advising the Issuer on other matters) or any other obligation to the Issuer except with respect to the obligations expressly set forth in this Note Purchase Agreement; and (4) the Issuer has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Notes.

(c) Payment of the Purchase Price for the Notes shall be made by federal wire transfer or certified or official bank check or draft in immediately available federal funds, payable to the order of a financial institution to be designated by the Issuer for the account of the Issuer on or before the Closing Time on the Closing Date. Upon such payment, the Notes shall be delivered and released upon the instructions of the Purchaser.

(d) The delivery of the Notes shall be made in definitive form, as fully registered bonds (in such denominations as the Purchaser shall specify in writing at least 48 hours prior to the Closing Time) duly executed and authenticated; provided, however, that the Notes may be delivered in temporary form. The Notes shall be available for examination and packaging by the Purchaser at least 24 hours prior to the Closing Time.

SECTION 2. ESTABLISHMENT OF ISSUE PRICE

The Purchaser agrees to assist the Issuer in establishing the issue price of the Notes and shall execute and deliver to the Issuer at the Closing Time an “issue price” or similar certificate to accurately reflect, as applicable, the sales price of the Notes. The Purchaser is not acting as an Underwriter with respect to the Notes. The Purchaser has no present intention to sell, reoffer, or otherwise dispose of the Notes (or any portion of the Notes or any interest in the Notes). The Purchaser has not contracted with any person pursuant to a written agreement to have such person participate in the initial sale of the Notes, and the Purchaser has not agreed with the Issuer pursuant to a written agreement to sell the Notes to persons other than the Purchaser or a related party to the Purchaser. 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. 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).

SECTION 3. NO OFFICIAL STATEMENT

No official statement or other offering document has been prepared in connection with the sale of the Notes.

SECTION 4. REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS OF THE PURCHASER

By the execution hereof the Purchaser hereby represents, warrants and agrees with the Issuer that as of the date hereof and at the Closing Time:

(a) Purchaser is a [banking corporation organized and existing under the laws of the State of Kansas] [national banking association] with its principal corporate offices located in [City, State], and, pursuant to all necessary corporate action, is authorized to purchase the Notes and to execute and perform this Note Purchase Agreement.

(b) Purchaser is knowledgeable and experienced in financial and business matters and is capable of evaluating investment merit and risks associated with its purchase of the Notes. The Purchaser has been furnished and has reviewed the provisions of the Note Resolution relating to the authorization of and security for payment of the Notes. Prior to the execution hereof Purchaser also obtained and examined

such financial records and information necessary in order to enable itself to fully evaluate the terms and provisions of the Notes and of the Note Resolution authorizing their issuance and providing for the payment thereof and the financial and investment merits and risks associated with the purchase of the Notes. On the basis of such information materials and Purchaser's investigation, Purchaser has made the decision to purchase the Notes and has not relied upon any representations of the Issuer or any of its officers or employees with respect to the Notes.

(c) Purchaser is purchasing the Notes as an investment for its own account and not with a view to the sale, redistribution or other disposition thereof in the ordinary course of business.

SECTION 5. ISSUER'S REPRESENTATIONS AND WARRANTIES

By the Issuer's acceptance hereof the Issuer hereby represents and warrants to, and agrees with, the Purchaser that as of the date hereof and at the Closing Time:

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

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

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

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

(e) The Notes have been duly authorized by the Issuer, and when issued, delivered and paid for as provided for herein and in the Note Resolution, will have been duly executed, authenticated, issued and delivered and will constitute valid and binding general obligations of the Issuer enforceable in accordance with their terms and entitled to the benefits and security of the Note Resolution (subject to any applicable bankruptcy, reorganization, insolvency, moratorium or other law or laws affecting the enforcement of creditors' rights generally or against entities such as the Issuer and further subject to the availability of equitable remedies). The Notes are general obligations of the Issuer, payable as to both principal and interest, if 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.

(f) The execution and delivery of the Note Resolution, this Note Purchase Agreement, the Notes and compliance with the provisions thereof, will not conflict with or constitute on the part of the Issuer a violation or breach of, or a default under, any existing law, regulation, court or administrative decree

or order, or any agreement, ordinance, resolution, mortgage, lease or other instrument to which it is subject or by which it is or may be bound.

(g) The Issuer is not, or with the giving of notice or lapse of time or both would not be, in violation of or in default under its organizational documents or any indenture, mortgage, deed of trust, loan agreement, notes or other agreement or instrument to which the Issuer is a party or by which it is or may be bound, except for violations and defaults which individually and in the aggregate are not material to the Issuer and will not be material to the beneficial owners of the Notes. As of the Closing Time, no event will have occurred and be continuing which with the lapse of time or the giving of notice, or both, would constitute an event of default under the Note Resolution or the Notes.

(h) The financial statements of the Issuer presented to the Purchaser, except as noted therein, present fairly and accurately the financial condition of the Issuer as of the dates indicated and the results of its operations for the periods specified, and such financial statements are prepared in conformity with generally accepted accounting principles consistently applied in all material respects for the periods involved. The Issuer has not, since the date of such financial statements, incurred any material liabilities and there has been no material adverse change in the condition of the Issuer, financial or otherwise, other than as set forth in such financial statements.

(i) There is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending or, to the knowledge of the Issuer, threatened against or affecting the Issuer (or, to its knowledge, any basis therefor) wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or by the Note Resolution or the validity of the Notes, the Note Resolution, this Note Purchase Agreement or any agreement or instrument to which the Issuer is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or by the Note Resolution.

Any certificate signed by any of the authorized officials of the Issuer and delivered to the Purchaser in connection with the Closing shall be deemed a representation and warranty by the Issuer to the Purchaser as to the statements made therein.

SECTION 6. COVENANTS AND AGREEMENTS OF THE ISSUER

The Issuer covenants and agrees with the Purchaser for the time period specified, and if no period is specified, for so long as any of the Notes remain Outstanding, as follows:

(a) The proceeds of the Notes will be used as provided in the Note Resolution in accordance with the laws of the State.

(b) The proceeds of the Notes shall not be used in a manner which would jeopardize the exclusion of interest on the Notes from gross income for federal income tax purposes.

SECTION 7. CONDITIONS TO THE PURCHASER'S OBLIGATIONS

The Purchaser's obligations hereunder shall be subject to the due performance by the Issuer of the Issuer's obligations and agreements to be performed hereunder at or prior to the Closing Time and to the accuracy of and compliance with the Issuer's representations and warranties contained herein, as of the date hereof and as of the Closing Time, and are also subject to the following conditions:

(a) The Note Resolution and the Notes shall have been duly authorized, executed and delivered in the form heretofore approved by the Purchaser with only such changes therein as shall be mutually agreed upon by the Issuer and the Purchaser.

(b) At the Closing Time, the Purchaser shall receive:

(1) An opinion dated as of the Closing Date of Gilmore & Bell, P.C. ("Bond Counsel"), substantially in the form attached hereto as ***Exhibit B***.

(2) A certificate of the Issuer, satisfactory in form and substance to the Purchaser, dated as of the Closing Date, to the effect that: (A) since the date of the financial statements provided to the Purchaser, there has not been any material adverse change in the business, properties, financial condition or results of operations of the Issuer, whether or not arising from transactions in the ordinary course of business, from that set forth in such financial statements, and except in the ordinary course of business or as set forth in such financial statements, the Issuer has not incurred any material liability; (B) there is no action, suit, proceeding or, to the knowledge of the Issuer, any inquiry or investigation at law or in equity or before or by any public board or body pending or, to the knowledge of the Issuer, threatened against or affecting the Issuer, its officers or its property or, to the best of the knowledge of the Issuer, any basis therefor, wherein an unfavorable decision, ruling or finding would adversely affect the Issuer, the transactions contemplated hereby or by the Note Resolution, the validity or enforceability of the Notes or the Note Purchase Agreement, or the levy and collection of ad valorem taxation in amounts necessary to provide for payment of the principal of and interest on the Notes which are not disclosed herein or in such financial statements; (C) the Issuer has duly authorized, by all necessary action, the execution, delivery and due performance by the Issuer of this Note Purchase Agreement; and (D) the representations and warranties of the Issuer set forth in this Note Purchase Agreement were accurate and complete as of the date hereof and are accurate and complete as of the Closing Time.

(3) An executed Federal Tax Certificate, satisfactory in form and substance to the Purchaser, dated as of the Closing Date, with an attached completed and executed IRS Form 8038-G.

(4) Such additional certificates, legal and other documents, listed on a closing agenda to be approved by Bond Counsel and counsel to the Purchaser, as the Purchaser may reasonably request to evidence performance or compliance with the provisions hereof and the transactions contemplated hereby and by the Note Resolution, or as Bond Counsel shall require in order to render its opinion, all such certificates and other documents to be satisfactory in form and substance to the Purchaser.

Subsequent to Closing, the Purchaser shall receive a complete Transcript of the Proceedings relating to the issuance of the Notes in electronic format, which shall specifically include each of the foregoing documents.

SECTION 8. CONDITIONS TO THE ISSUER'S OBLIGATIONS

The obligations of the Issuer hereunder are subject to the Purchaser's performance of its obligations hereunder.

SECTION 9. THE PURCHASER'S RIGHT TO CANCEL

The Purchaser shall have the right to cancel the obligation hereunder to purchase the Notes (such cancellation shall not constitute a default for purposes of *Section 1* hereof) by notifying the Issuer in writing or by facsimile of its election to make such cancellation prior to the Closing Time, if at any time after the execution of this Note Purchase Agreement and prior to the Closing Time, the market price or marketability of the Notes, or the ability of the Purchaser to enforce contracts for the sale of the Notes, shall be materially adversely affected by any of the following events:

(a) A committee of the House of Representatives or the Senate of the Congress of the United States shall have pending before it legislation which, if enacted in its form as introduced or as amended, would have the purpose or effect of imposing federal income taxation upon revenues or other income of the general character to be derived by the Issuer or by any similar body or upon interest received on obligations of the general character of the Notes, or the Notes.

(b) A tentative decision with respect to legislation shall be reached by a committee of the House of Representatives or the Senate of the Congress of the United States, or legislation shall be favorably reported by such a committee or be introduced, by amendment or otherwise, in or be passed by the House of Representatives or the Senate, or be recommended to the Congress of the United States for passage by the President of the United States, or be enacted by the Congress of the United States, or a decision by a court established under Article III of the Constitution of the United States or the Tax Court of the United States shall be rendered, or a ruling, regulation or order of the Treasury Department of the United States or the IRS shall be made or proposed having the purpose or effect of imposing federal income taxation, or any other event shall have occurred which results in the imposition of federal income taxation, upon revenues or other income of the general character to be derived by the Issuer or by any similar body or upon interest received on obligations of the general character of the Notes, or the Notes.

(c) Any legislation, ordinance, rule or regulation shall be introduced in or be enacted by the Legislature of the State or by any other governmental body, department or agency of the State, or a decision by any court of competent jurisdiction within the State shall be rendered, or litigation challenging the law under which the Notes are to be issued shall be filed in any court in the State.

(d) A stop order, ruling, regulation or official statement by, or on behalf of, the SEC or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Notes, or the issuance, offering or sale of the Notes, including all underlying obligations, as contemplated hereby, is in violation or would be in violation of any provision of the Securities Act of 1933, as amended (the "1933 Act"), the Securities Exchange Act of 1934, as amended (the "1934 Act") or the Trust Indenture Act of 1939, as amended.

(e) Legislation shall be enacted by the Congress of the United States of America, or a decision by a court of the United States of America shall be rendered, to the effect that obligations of the general character of the Notes, or the Notes, including all the underlying obligations, are not exempt from registration under or from other requirements of the 1933 Act or the 1934 Act.

(f) A material disruption in securities settlement, payment or clearance services affecting the Notes shall have occurred; or additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange.

(g) The New York Stock Exchange or any other national securities exchange, or any governmental authority, shall impose, as to the Notes or obligations of the general character of the Notes, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Purchaser.

(h) Any general banking moratorium shall have been established by federal, New York or Kansas authorities.

(i) A material default has occurred with respect to the obligations of, or proceedings have been instituted under the Federal bankruptcy laws or any similar state laws by or against, any state of the United States or any city located in the United States having a population in excess of one million persons or any entity issuing obligations on behalf of such a city or state.

(j) Any proceeding shall be pending or threatened by the SEC against the Issuer.

(k) A war involving the United States shall have been declared, or any conflict involving the armed forces of the United States shall have escalated, or any other national emergency relating to the effective operation of government or the financial community shall have occurred.

(l) A default by or a moratorium initiated by the United States in respect to payment of any direct obligation of, or obligation the principal of and interest on which is fully and unconditionally guaranteed as to full and timely payment by, the United States of America.

SECTION 10. PAYMENT OF EXPENSES

(a) Whether or not the Notes are sold by the Issuer to the Purchaser (unless such sale be prevented at the Closing Time by the Purchaser's default), the Purchaser, unless otherwise contracted for, shall be under no obligation to pay any expenses incident to the performance of the obligations of the Issuer hereunder; nor shall the Issuer, unless otherwise contracted for, be under any obligation to pay any expenses incident to the performance of the obligations of the Purchaser hereunder (unless such sale be prevented at the Closing Time by the Issuer's default).

(b) If the Notes are sold by the Issuer to the Purchaser, except as hereinafter set forth, all expenses and costs to effect the authorization, preparation, issuance, delivery and sale of the Notes shall be paid by the Issuer out of the proceeds of the Notes or other Issuer funds. Such expenses and costs shall include, but not be limited to: (1) the fees and disbursements of Bond Counsel; (2) the fees and disbursements of the Issuer's legal counsel; (3) costs associated with obtaining ratings relating to the Notes, if any; (4) the expenses and costs for the preparation, printing, photocopying, execution and delivery of the Notes, this Note Purchase Agreement and all other agreements and documents contemplated hereby; (5) fees of the Note Registrar and Paying Agent designated by the Issuer pursuant to the Note Resolution; and (6) all costs and expenses of the Issuer relating to the issuance of the Notes. The Purchaser shall be responsible for payment of the fees and disbursements of the Purchaser's legal counsel and all other expenses incurred by the Purchaser in connection with the offering, sale and distribution of the Notes.

SECTION 11. NOTICE

Any notice or other communication to be given under this Note Purchase Agreement may be given in the manner set forth in the Note Resolution, as follows:

(a) If to the Issuer at: City of Osawatomie, Kansas, 439 Main St., Osawatomie, Kansas 66064, Attention: Clerk.

(b) If to the Purchaser at: [Purchaser], [Purchaser Address], Attention: Vice President or Chief Executive Officer.

SECTION 12. MISCELLANEOUS

(a) This Note Purchase Agreement shall be binding upon the Purchaser, the Issuer, and their respective successors. This Note Purchase Agreement and the terms and provisions hereof are for the sole benefit of only those persons, except that the representations, warranties, indemnities and agreements of the Issuer contained in this Note Purchase Agreement shall also be deemed to be for the benefit of the person or persons, if any, who control the Purchaser (within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act). Nothing in this Note Purchase Agreement is intended or shall be construed to give any person, other than the persons referred to in this Paragraph, any legal or equitable right, remedy or claim under or in respect of this Note Purchase Agreement or any provision contained herein. All of the representations, warranties and agreements of the Issuer contained herein shall remain in full force and effect, regardless of: (1) any investigation made by or on behalf of the Purchaser, (2) delivery of and payment for the Notes of (3) any termination of this Note Purchase Agreement.

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

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

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

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

(f) This Note Purchase Agreement and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

SECTION 13. EFFECTIVE DATE

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

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Upon your acceptance of the offer, this Note Purchase Agreement will be binding upon the Issuer and the Purchaser. Please acknowledge your agreement with the foregoing by executing the enclosed copy of this Note Purchase Agreement prior to the date and time specified on page 1 hereof and returning it to the undersigned.

[PURCHASER]
[PURCHASER CITY, STATE]

Date: April 24, 2025
Time: ____:____.m.

By: _____
[Title]

Accepted and agreed to as of
the date first above written.

CITY OF OSAWATOMIE, KANSAS

Date: April 24, 2025
Time: ____:____.m.

By: _____
Mayor

ATTEST: (Seal)

By: _____
Clerk

EXHIBIT A

\$1,585,000*
CITY OF OSAWATOMIE, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2025-1

CALCULATION OF PURCHASE PRICE

Principal Amount	\$[1,585,000*]
<i>Total Purchase Price</i>	<i>\$[1,585,000*]</i>

MATURITY SCHEDULE

Stated Maturity	Principal	Annual Rate
<u>March 1</u>	<u>Amount</u>	<u>Of Interest</u>
2029	\$[1,585,000*]	[____]%

REDEMPTION OF NOTES

No Redemption of Notes. The Notes are not subject to optional redemption prior to maturity.

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EXHIBIT B

FORM OF BOND COUNSEL OPINION

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

[May 15, 2025]

Governing Body
City of Osawatomie, Kansas

[Purchaser]
[Purchaser City, State]

Re: \$1,585,000* General Obligation Temporary Notes, Series 2025-1, of the City of
Osawatomie, Kansas, Dated May 15, 2025

We have served as Bond Counsel to the City of Osawatomie, Kansas (the “Issuer”), in connection with the issuance by the Issuer of the above-captioned notes (the “Notes”). In this capacity, we have examined the law and such certified proceedings, certifications and other documents as we have deemed necessary to give the opinions below. 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 the opinions below, we have relied on the representations of the Issuer, on the certified proceedings and other certifications of representatives of the Issuer and the certifications of others furnished to us without undertaking to verify them by independent investigation.

Based upon the foregoing, we are of the opinion that:

1. The Notes have been duly authorized and executed by the Issuer and are valid and 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, ad valorem taxes, which may be levied without limitation as to rate or amount upon all the taxable tangible property 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 is: (a) excludable from gross income for federal income tax purposes; and (b) not an item of tax preference for purposes of computing the federal alternative minimum tax. The opinions set forth in this paragraph are subject to the condition that the Issuer complies with all requirements of the Internal Revenue Code of 1986, as amended (the “Code”) that must be satisfied subsequent to the issuance of the 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 the 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.

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

We express no opinion regarding the accuracy, adequacy or completeness of any offering material relating to the Notes, or the tax consequences arising with respect to the Notes other than as expressly set forth in this opinion letter.

The opinions given in this opinion letter are given as of the date set forth above, and we assume no obligation to revise or supplement them to reflect any facts or circumstances that may later come to our attention, or any changes in law that may later occur.

GILMORE & BELL, P.C.



ACTION ITEM SUMMARY	Item Number:	10.A.
	Date:	4/16/2025
City Manager	From:	Bret Glendening

RE: Resolution 1301 – Resolution Authorizing the City Manager to Issue an RFP for the Sale of Happy Place

RECOMMENDATION: That the council approve Resolution 1301

DETAILS: The city currently owns property where Indian Ridge apartments use to be. These were subsidized units, east of third street and south of Lom Vista. Those units were flooded during the historic flood of 2007 and subsequently demolished. At some point along the way, the city became owners of the property.

The city has received some interest in this land, but we haven't ever issued a formal RFP for the development of a market rate apartment building. The Osawatomie market may or may not support a significant number of market rate units, but we should at least investigate it.

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

RESOLUTION NO. 1301

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ISSUE AN RFP FOR THE SALE
OF LAND WHERE THE FORMER INDIAN RIDGE APARTMENT BUILDINGS WERE
LOCATED**

WHEREAS, the City of Osawatomie has established five goals for the community including “Economic Development,” and

WHEREAS, the city views these parcels as opportunities in promoting Economic Development; and

WHEREAS, the city actively encourages development that supports pulling people into our community and building our “Pull Factor” through commercial establishments and a significant part of this process is to bring more people to live in Osawatomie and give people more housing options; and

WHEREAS, this property previously had a multi-story, multi-family housing project located on it; and

WHEREAS, the property is zoned properly to allow for a “medium density” housing project again and the goal of the council is to attract a market rate, rental housing option for the community.

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

SECTION ONE: The governing body hereby authorizes the City Manager to seek proposals for the purchase of city owned property on Happy Place and development of a multi-family, multi-story housing development that complies with the city’s zoning regulations.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas, this 24th day of April, 2025, a majority voting in favor of.

APPROVED and signed by the Mayor.

Nick Hampson, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk



ACTION ITEM SUMMARY	Item Number:	10.B.
	Date:	04/17/2025
City Manager	From:	Bret Glendening

RE: Resolution 1302 – Resolution Authorizing the City Manager to Issue an RFP for Hickory Valley

RECOMMENDATION: That the council approve Resolution 1302

DETAILS: The purchased the land for Hickory Valley several years ago. With the increased number of homes being built in Osawatomie, the Hickory Valley property is one of the last, large tract parcels of land zoned for residential use, that could be subdivided and built upon.

The original subdivision had certain stipulations that had to be adhered to in order to build in the neighborhood. I don't believe that every one of the covenants could or should be passed on to the successful bidder, but many of these original neighborhood covenants (see attached) are valid in my opinion and should be attached to each parcel in any subdivision that may be approved.

The county currently has this property valued at \$120,170 and contains approximately 33 acres. Also included are seven platted lots, but none of these are served with city services (utilities, street, etc.). These lots are valued between \$6,000 and \$10,000 each, and are in addition to the valuation of the unplatted property.

When the city purchased this land originally, it paid \$130,000.

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

RESOLUTION NO. 1302

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ISSUE AN RFP FOR THE SALE
OF CITY OWNED LAND KNOWN AS HICKORY VALLEY**

WHEREAS, the City of Osawatomie has established five goals for the community including “Economic Development,” and

WHEREAS, the city views this land as an opportunity to promote Economic Development generally, and specifically the construction of homes to fill the demand known as the “missing middle”; and

WHEREAS, the city actively encourages development that supports pulling people into our community and building our “Pull Factor” through commercial establishments and a significant part of this process is to bring more people to live in Osawatomie and give people more housing options; and

WHEREAS, this property was preliminarily platted around the year 2000; and

WHEREAS, the property is zoned properly to allow for the development of a single-family housing subdivision.

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

SECTION ONE: The governing body hereby authorizes the City Manager to seek proposals for the purchase of city owned property known as Hickory Valley.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas, this 24th day of April, 2025, a majority voting in favor of.

APPROVED and signed by the Mayor.

Nick Hampson, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk

RESTRICTIONS AND COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That the following declarations as to limitations, restrictions and uses to which property known as HICKORY VALLEY, a subdivision in the City of Osawatomie, Miami County, Kansas, are to apply to those residential lots on the plat of the property being filed contemporaneously with these Restrictions and Covenants.

These Restrictions and Covenants, declared by Valley Developers, L.L.C. ("Developer"), shall be binding upon all lot owners and all persons claiming under them. If the parties hereto, or their assigns, shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any other person or persons owning real property situated in said subdivision to prosecute any proceedings at law or in equity against the parties or person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so or to recover damages or other dues for such violations, including recovery of attorney's fees and costs.

All persons who now own or shall hereafter acquire any interest in the Lots hereby restricted shall be taken to hold, agree and covenant with the other Owner of said Lots, their successors and assigns, to conform to and observe the covenants, restrictions and stipulations contained herein as to the use thereof and the construction of residences and improvements thereon.

1. The undersigned does hereby dedicate for public use all of the streets as shown on the plat filed concurrently herewith. The owner further dedicates to the public, for public use forever, the easements and rights-of-way as designated on the plat for the specific purposes of constructing, maintaining, operating, repairing, and replacing any and all public utilities, including the storm and sanitary sewer, telephone lines, electric cable lines with the right of ingress or egress upon said easements and rights-of-way for the uses and purposes aforesaid, together with similar rights on each and all of the streets shown on any such plat.
2. Lots shall be used for single family residential purposes only, with one (1) dwelling per lot. Lots may not be split or subdivided.
3. All residences in the subdivision are to have a minimum of 1,400 square feet of living area, exclusive of garages, carports or porches.
4. All driveways must be concrete or asphalt and extended from the residence to the street.
5. All proposed house plans shall be filed with and approved by the Developer prior to commencement of construction.

6. No obnoxious or offensive trade or activity shall be carried on or upon any lot subject to these restrictions, nor shall anything be done thereon that may be or may become any annoyance or a nuisance to the neighborhood. No future mineral development of any kind shall be permitted affecting the surface of the lots covered by these restrictions. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes. Household pets must be restricted to fenced or contained areas on the owner's lot. Household pets shall not be permitted to run loose.
7. No sign of any kind shall be displayed to the public on any lot except one professional sign advertising the property for sale or rent, or signs used by a builder or agent to advertise the property during the construction and sale.
8. There shall be no automobile repairs or parking of dead or junk automobiles, trucks or motorcycles, boats or recreational vehicles, as same are customarily defined, on either the front, side or rear of any residential site, nor shall there be any repair work permitted on said vehicles on any of the lots so that said vehicles may be readily seen by occupants and owners of neighboring residences, except for those emergency repairs which would be only occasionally required as the result of unexpected malfunctions. It is the specific intention of this covenant to prohibit the practice of keeping and maintaining automobiles, trucks or motorcycles, boats or recreational vehicles or any other vehicle which is constantly or periodically being repaired or modified and which is kept in plain view of other neighboring residences.
9. No structure of temporary character, trailer, tent, shack, garage, barn or other building shall be used on any lot at any time as a residence, either temporarily or permanently. No residence previously used shall be moved onto any lot in this subdivision.
10. No lot shall be used or maintained as a dumping ground for rubbish or trash. Garbage or other waste shall be kept in sanitary containers. All such equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.
11. No fences shall be permitted beyond the front of the residence, except decorative fences (i.e., brick, post, split rail). All plans for decorative fences extending beyond the front of the dwelling must be submitted to and approved by the Developer prior to commencement of construction. No steel post and barbed wire fences shall be permitted.
12. Roof shingles and related materials shall carry a minimum thirty-year warranty or guarantee. In addition, color of roof materials must be submitted to and approved by Developer prior to commencement of construction.

13. House color must be submitted to and approved by the Developer prior to commencement of construction.
14. No private radio or television transmission-receiving towers shall be permitted.
15. All easements are to be kept open and accessible.
16. All plans for storage or outbuildings shall be submitted to and approved by Developer prior to commencement of construction. The maximum size allowable for storage or outbuildings shall be 30' by 50' with wall height not to exceed 12'. The storage or outbuildings must be constructed to match the dwelling or be built to design specifications of commercial metal buildings. No sheet iron barns or structures shall be permitted.

The undersigned Owner(s) hereby warrant that they have read these Restrictions and Covenants and fully understand them and have executed said Restrictions and Covenants with full knowledge and agreement of its contents and meaning.

VALLEY DEVELOPERS, L.L.C.

By: _____

Owner

Its: _____

Dated: _____

Dated: _____

Owner

Dated: _____

Note: The original Restrictions and Covenants remains the property of Developer. One copy may be retained by Owner.

SENATE BILL No. 199

AN ACT concerning fire protection; relating to the fallen firefighters memorial; designating the existing fallen firefighters memorial within the Kansas firefighters museum in Wichita as the official fallen firefighters memorial of the state of Kansas; creating the Kansas fallen firefighters memorial council; abolishing the existing Kansas firefighters memorial advisory committee and transferring such committee's powers, duties, functions, records and other property to the newly created council; requiring expenditures from the Kansas fallen firefighters memorial fund for the purposes of constructing, updating and repairing the memorial and allowing expenditures to be made for other purposes related to memorializing and honoring Kansas firefighters; relating to fireworks; defining the fireworks sales season for seasonal retailers of consumer fireworks and providing for year-round sales by permanent retailers of consumer fireworks; requiring registration with the state fire marshal by permanent retailers; creating the license categories of distributor of display fireworks, distributor of articles pyrotechnic and unlimited distributor; limiting lawful sale of fireworks labeled "For Professional Use Only" to certain license categories; amending K.S.A. 31-502, 31-503 and 75-36,102 and repealing the existing sections; also repealing K.S.A. 75-36,103.

Be it enacted by the Legislature of the State of Kansas:

New Section 1. The Kansas firefighters memorial advisory committee is hereby abolished, and all powers, duties, functions, records and other property of the Kansas firefighters memorial advisory committee are hereby transferred to the Kansas fallen firefighters memorial council created by section 2, and amendments thereto.

New Sec. 2. (a) There is hereby established the Kansas fallen firefighters memorial council, which shall be composed of nine members as follows:

- (1) A representative of the Kansas state firefighters association appointed by the governor;
- (2) a representative of the Kansas state association of fire chiefs appointed by the governor;
- (3) a representative of the Kansas firefighters museum appointed by the governor;
- (4) a representative of the Kansas council of firefighters appointed by the governor;
- (5) a representative of the Wichita park board appointed by the governor;
- (6) a representative of the Kansas state funeral assistance team appointed by the governor;
- (7) a representative of the fire marshal's association of Kansas appointed by the governor;
- (8) the state fire marshal or the marshal's designee; and
- (9) the executive director of the Kansas state historical society or the executive director's designee.

(b) The council shall make recommendations to the governor and the legislature regarding appropriate activities memorializing or commemorating the services of firefighters in Kansas, including, but not limited to, recommendations concerning the updating and repairing of the fallen firefighters memorial pursuant to K.S.A. 75-36,102, and amendments thereto. The council may solicit grants, gifts, contributions and bequests for the memorial and shall remit all moneys so received for deposit in the state treasury to the credit of the Kansas firefighters memorial fund in accordance with K.S.A. 75-36,102, and amendments thereto.

(c) The members of the council shall organize annually by electing a chairperson and vice chairperson. The council shall meet at least once each year upon the call of the chairperson. The secretary of administration, or the secretary's designee, shall serve as secretary for the council. Members of the council appointed by the governor under this section shall serve at the pleasure of the governor.

Sec. 3. K.S.A. 31-502 is hereby amended to read as follows: 31-502. As used in this act, unless the context otherwise requires:

- (a) ~~"Licensed display fireworks operator" means a person licensed~~

to operate an outdoor display of display fireworks.

~~(b) "Licensed proximate pyrotechnic operator" means a person licensed to operate indoor or outdoor articles of pyrotechnic.~~

~~(c) "Manufacturer" means any person engaged in the manufacture of fireworks of any kind in the state of Kansas. Manufacturer shall also include any person engaged in the assembly of consumer fireworks or component parts into a finished item or assortment, but shall not include repackaging finished goods into an assortment.~~

~~(d) "Distributor" means any person engaged in the distribution of fireworks of any kind in the state of Kansas to include the following:~~

~~(1) Sells, delivers, transports, consigns, gives, imports, exports or otherwise furnishes consumer fireworks to any person for the purpose of resale to a retailer or any other distributor or reseller within the state of Kansas;~~

~~(2) sells, intends to sell, offer for sale, possess with intent to sell or consigns display fireworks or articles pyrotechnic to any person, distributor, municipality or any other organization within the state of Kansas; or~~

~~(3) produces, conducts or provides a licensed operator or imports any display fireworks or articles pyrotechnic of any kind within the state of Kansas for profit.~~

~~(e) "Distributor" shall not include:~~

~~(1) Anyone who transports fireworks from one state to another state through the state of Kansas and such fireworks ultimate destination is not within the state of Kansas;~~

~~(2) anyone who sells consumer fireworks during a fireworks season as a seasonal retailer;~~

~~(3) freight delivery companies or common carriers as defined in U.S. department of transportation 49 C.F.R. § 171.8; or~~

~~(4) an out-of-state person who sells, transports, delivers or gives fireworks to a licensed manufacturer or distributor.~~

~~(f) "Hobbyist manufacturer" means any person who manufactures consumer fireworks, display fireworks or articles pyrotechnic for their personal use.~~

~~(g) "Person" means any individual, partnership, firm, company, association, corporation, not-for-profit organization, municipality or limited liability corporation.~~

~~(h) "Seasonal retailer" means a person who receives consumer fireworks and sells, delivers, consigns, gives or otherwise furnishes consumer fireworks only to the public for their personal use and only during a fireworks season.~~

~~(i) "Storage" means the safekeeping of fireworks in a warehouse or magazine or comparable appropriate depository. Consumer fireworks that are located at the destination of their retail sale and that are being held in anticipation of retail sale shall not be considered as in storage.~~

~~(j) "Fireworks season" means a period in time as set forth in the regulations authorized to be adopted by the state fire marshal during a calendar year in which seasonal retailers are permitted to sell consumer fireworks to the public.~~

~~(k) "Fireworks display" means a private or public production of display fireworks or articles pyrotechnic, or both, which are intended for use and designed to produce visible or audible effects for entertainment purposes by combustion, deflagration or detonation.~~

~~(a) (1) "Distributor of display fireworks" means any person engaged in the distribution of display fireworks in the state of Kansas, including:~~

~~(A) Selling, intending to sell, offering for sale, possessing with intent to sell or consigning display fireworks to any person, distributor,~~

municipality or any other organization within the state of Kansas; or

(B) producing, conducting or providing to a licensed operator or importing any display fireworks of any kind within the state of Kansas for profit.

(2) "Distributor of display fireworks" does not include the exclusions set forth in the definition of "unlimited distributor."

(b) (1) "Distributor of articles pyrotechnic" means any person engaged in the distribution of articles pyrotechnic in the state of Kansas, including:

(A) Selling, intending to sell, offering for sale, possessing with intent to sell or consigning articles pyrotechnic to any person, distributor, municipality or any other organization within the state of Kansas; or

(B) producing, conducting or providing to a licensed operator or importing any articles pyrotechnic of any kind within the state of Kansas for profit.

(2) "Distributor of display fireworks" does not include the exclusions set forth in the definition of "unlimited distributor."

(c) "Fireworks display" means a private or public production of display fireworks or articles pyrotechnic, or both, that are intended for use and designed to produce visible or audible effects for entertainment purposes by combustion, deflagration or detonation.

(d) "Hobbyist manufacturer" means any person who manufactures consumer fireworks, display fireworks or articles pyrotechnic for their personal use.

(e) "Licensed display fireworks operator" means a person licensed to operate an outdoor display of display fireworks.

(f) "Licensed proximate pyrotechnic operator" means a person licensed to operate indoor or outdoor articles pyrotechnic.

(g) "Manufacturer" means any person engaged in the manufacture of fireworks of any kind in the state of Kansas. "Manufacturer" includes any person engaged in the assembly of consumer fireworks or component parts into a finished item or assortment but does not include repackaging finished goods into an assortment.

(h) "Permanent retailer" means any person engaged in the year-round retail sale of consumer fireworks, including the receipt and possession with intent to sell of consumer fireworks and the retail sale, delivery, consignment, gifting or other distribution at retail of consumer fireworks to any person from a permanent structure at a permanent location within this state.

(i) "Person" means any individual, partnership, firm, company, association, corporation, not-for-profit organization, municipality or limited liability corporation.

(j) "Seasonal retailer" means a person who receives consumer fireworks and sells, delivers, consigns, gives or otherwise furnishes consumer fireworks only to the public for their personal use and only during the period of June 20 through July 7 of a calendar year.

(k) "Storage" means the safekeeping of fireworks in a warehouse or magazine or comparable appropriate depository. Consumer fireworks that are located at the destination of their retail sale and being held in anticipation of retail sale are not considered as in "storage."

(l) (1) "Unlimited distributor" means any person engaged in the distribution of fireworks of any kind in the state of Kansas, including:

(A) Selling, delivering, transporting, consigning, giving, importing, exporting or otherwise furnishing consumer fireworks to any person for the purpose of reselling to a retailer or any other distributor or reseller within the state of Kansas;

(B) selling, intending to sell, offering for sale, possessing with

intent to sell or consigning display fireworks or articles pyrotechnic to any person, distributor, municipality or any other organization within the state of Kansas; or

(C) producing, conducting or providing a licensed operator or importing any display fireworks or articles pyrotechnic of any kind for profit within the state of Kansas.

(2) "Unlimited distributor" does not include:

(A) Any person who transports fireworks from one state to another state through the state of Kansas and such fireworks' ultimate destination is not within the state of Kansas;

(B) any person who sells consumer fireworks during the period of June 20 through July 7 of a calendar year as a seasonal retailer;

(C) any person who sells consumer fireworks year-round as a permanent retailer;

(D) freight delivery companies or common carriers as defined in U.S. department of transportation 49 C.F.R. § 171.8; or

(E) an out-of-state person who sells, transports, delivers or gives fireworks to a licensed manufacturer or distributor.

Sec. 4. K.S.A. 31-503 is hereby amended to read as follows: 31-503. (a) Any person who intends to sell, offer for sale, possess with intent to sell, any consumer fireworks, display fireworks or articles pyrotechnic or discharge, use, display fireworks or articles pyrotechnic shall first obtain the appropriate license from the state fire marshal. This shall not include seasonal retailers.

(b) The types of license shall be as follows:

(1) Manufacturer;

(2) hobbyist manufacturer;

(3) distributor of display fireworks;

(4) distributor of articles pyrotechnic;

(5) unlimited distributor;

~~(4)~~(6) display fireworks operator; and

~~(5)~~(7) proximate pyrotechnic operator.

(c) *It shall be unlawful for any person to possess, purchase, sell or offer for sale fireworks labeled "For Professional Use Only" that is not a current licensee and in physical possession of a license, issued by the state fire marshal, as a:*

(1) Manufacturer;

(2) hobbyist manufacturer;

(3) distributor of display fireworks;

(4) distributor of articles pyrotechnic;

(5) unlimited distributor;

(6) display fireworks operator; or

(7) proximate pyrotechnic operator.

(d) Before a license holder may operate, such license holder ~~must~~ shall satisfy the requirements of this act and regulations adopted by the state fire marshal.

~~(d)~~(e) The license holder shall be at least 21 years of age upon applying for a license.

~~(e)~~(f) Licenses shall not be transferable.

~~(f)~~(g) The state fire marshal shall not charge or collect fees for licensure. The licenses shall be valid for the following period of time:

(1) A manufacturer license shall be valid for a period of one year. A holder of a manufacturer license is not required to have any additional licenses in order to manufacture and sell any fireworks defined by this act.

(2) A hobbyist manufacturer license shall be valid for a period of four years.

(3) A distributor license shall be valid for a period of one year.

(4) A display fireworks operator license shall be valid for a period

of four years.

(5) A proximate pyrotechnics operator license shall be valid for a period of four years.

~~(g)~~(h) A permit to conduct a fireworks display shall be obtained by the sponsor or operator of a fireworks display from and approved by the city or county where the fireworks display is to be discharged.

~~(h)~~(i) No fee shall be charged for a license or permit under this section for any person who is an officer or employee of the state or any political or taxing subdivision of the state when that person is acting on behalf of the state or political or taxing subdivision.

(j) *All retail sales or transfers of consumer fireworks shall be made by a registered permanent retailer or a seasonal retailer at a physical location.*

(k) *Any person who intends to sell consumer fireworks at retail as a permanent retailer shall register annually as a permanent retailer with the state fire marshal. Such registration shall entitle the person to engage in the possession for purposes of retail sale, delivery, consignment, gifting or other distribution at retail of consumer fireworks to any person as a permanent retailer, subject to the provisions, limitations and requirements of this act and regulations of the state fire marshal for a permanent retailer. Registration shall be effective for one year from the date of registration. Registration shall be made in the form and manner as determined by the state fire marshal. Registration requirements shall include submission by a registrant of permanent business contact information, the address of the physical location or locations that retail sales will occur, the time period or periods sales will occur and any other information that may be required by the state fire marshal.*

(l) *The state fire marshal shall adopt rules and regulations as necessary for the purpose of implementing the provisions of subsections (c), (j) and (k).*

Sec. 5. K.S.A. 75-36,102 is hereby amended to read as follows: 75-36,102. ~~(a) There shall be placed on state property within the state capitol plaza area a memorial to Kansas firefighters who have lost their lives in the line of duty in the service of the state. Such memorial shall be located at a site to be selected by the director. Such memorial shall be constructed in accordance with the design and architectural drawings approved by the director. The memorial shall be of such a design that the names of the firefighters to be honored, both past and future, may be inscribed thereon. The fallen firefighters memorial adjacent to the Kansas firefighters museum at 1300 S. Broadway Wichita, KS 67211, is hereby designated as the official fallen firefighters memorial within the state of Kansas. Annually, the director shall cause annually the name or names of any firefighters who have lost their lives in the line of duty in the service of the state to be inscribed upon the memorial. The memorial for Kansas firefighters is subject to the provisions, procedures and approvals required under K.S.A. 75-36,102 through 75-36,106, and amendments thereto, except that such memorial for Kansas firefighters is hereby authorized by the legislature for purposes of subsection (b) of K.S.A. 75-36,106, and amendments thereto.~~

(b) It shall be the duty of the state fire marshal on or before the 15th day of March of each year to notify the secretary of administration of the name or names of any firefighters who *have* lost their lives in the line of duty during the preceding calendar year. The state fire marshal shall ~~assemble~~ *gather* the necessary information regarding any such firefighter and report ~~the same~~ *such information* to the director.

(c) ~~The secretary of administration~~ *Kansas fallen firefighters memorial council* is hereby authorized to receive any grants, gifts, contributions or bequests made for the purpose of financing ~~the~~

~~construction of such memorial or for its upkeep and the addition of names thereto and to expend the same for the purpose for which received expenditures authorized pursuant to subsection (d).~~

(d) There is hereby established in the state treasury the Kansas *fallen* firefighters memorial fund. Expenditures from the fund ~~may~~ *shall* be made for the purposes of ~~constructing~~ updating and repairing ~~such the fallen firefighters memorial; and may be made~~ for other purposes related to memorializing and honoring Kansas firefighters and for such purposes as may be specified with regard to any grant, gift, contribution or bequest. All such expenditures shall be authorized by the Kansas *fallen* firefighters memorial ~~advisory committee~~ *council* and made upon warrants of the director of accounts and reports issued pursuant to vouchers approved by the secretary of administration or the secretary's designee.

(e) On or before the 10th of each month, the director of accounts and reports shall transfer from the state general fund to the Kansas *fallen* firefighters memorial fund interest earnings based on:

- (1) The average daily balance of moneys in the Kansas *fallen* firefighters memorial fund for the preceding month; and
- (2) the net earnings rate for the pooled money investment portfolio for the preceding month.

Sec. 6. K.S.A. 31-502, 31-503, 75-36,102 and 75-36,103 are hereby repealed.

Sec. 7. This act shall take effect and be in force from and after its publication in the Kansas register.

I hereby certify that the above BILL originated in the
SENATE, and passed that body

SENATE adopted
Conference Committee Report _____

President of the Senate.

Secretary of the Senate.

Passed the HOUSE
as amended _____

HOUSE adopted
Conference Committee Report _____

Speaker of the House.

Chief Clerk of the House.

APPROVED _____

Governor.

Hello, Fellow Kansas Fire Service Leader,

I am sure you have already rec'd this, but just in case...

Good afternoon-

I am sending this email to update you on the State Fire Marshal's Office plans to implement the changes to Kansas fireworks laws enacted in Senate Bill 199, which was signed by Governor Kelly last week. These changes will go into effect before our traditional 2025 fireworks season. In some instances, these changes to state law will impact local ordinances and resolutions that your communities may have adopted to restrict and control the use and sale of fireworks within your boundaries. You should engage with your local leaders to see if these changes in state law are right for your community or if your residents would prefer additional restrictions on the use and sale of fireworks.

What are the major changes to state fireworks laws that were included in SB 199?

- The period during which seasonal fireworks stands are allowed to operate and sell fireworks has been increased from 9 to 18 days each year. The new fireworks season begins on June 20th and ends on July 7th. Seasonal fireworks stands will continue to be permitted and administered by local agencies and not the State Fire Marshal's Office.
- The law creates a new type of fireworks retail operation, the permanent fireworks retailer, that will be permitted to sell consumer fireworks year-round. Unlike seasonal fireworks retailers, permanent retailers will be required to register with the State Fire Marshal annually and will be required to operate from a permanent building that meets the requirements of NFPA 1124 (2006 version) and the Kansas Fire Prevention Code.
- The law requires that all sales of consumer fireworks must be in person at the location of a seasonal or permanent fireworks retailer. Advanced orders and marketing of fireworks via email is permitted, but ordering fireworks on the internet to be shipped directly to a consumer in Kansas is prohibited.
- Kansas law does not restrict when fireworks can be used during the year. However, fireworks are prohibited from being discharged into, under, or from a car or vehicle, whether moving or standing still, or on a public roadway or the right of way adjoining a public roadway. Fireworks are

the right-of-way adjoining a public roadway. Fireworks are also prohibited from being discharged within 100 feet of any "place of institution," (e.g. hospitals, nursing homes) or any retail fireworks stand or facility where fireworks are stored.

- All other fireworks storage, distribution, and sales rules in Kansas will continue as before.

What does this mean to cities and counties?

- Kansas statute 31-134, subsection b, which establishes the Kansas Fire Prevention Code, specifically grants authority to cities and counties, "to prohibit or regulate the sale, handling, use or storage of fireworks within its boundaries."
- This bill does not change that authority- your community still has control over how and when fireworks are sold and used in your boundaries.

What is the State Fire Marshal's Office doing to implement the new permanent retailer classification?

- Our office is developing interim regulations for the registration and operation of permanent fireworks retailers. We have consulted with a number of different groups during this process, including the Fire Marshals Association of Kansas, the Kansas Fireworks Association, and the Kansas League of Municipalities. One of the major considerations during this process is making sure that any permanent retailer registering our office does so only after obtaining all the proper permissions from local authorities.
- The State Fire Marshal's Office will be conducting fire safety inspections of any permanent retailers to ensure that they are complying with the Kansas Fire Protection Code and the Kansas Fireworks Safety Code. Our fire safety inspectors will notify local fire chiefs / departments before inspections of these facilities and invite your agency to accompany our inspector if you wish.
- In addition, Special Agents of the State Fire Marshal's Office will conduct spot checks throughout the year, as they do with seasonal retail stands, to ensure that the types of fireworks being sold conform with Kansas law.

We will be providing further information on our website about the registration process for permanent retailers as soon as we finalize the process and registration forms.



Monthly Permit Report

March, 2025

Total Construction Value

\$1,093,772.25 (YTD)

+\$933,411.25 (03/25)

Total Permit Fees

\$14,745 (YTD)

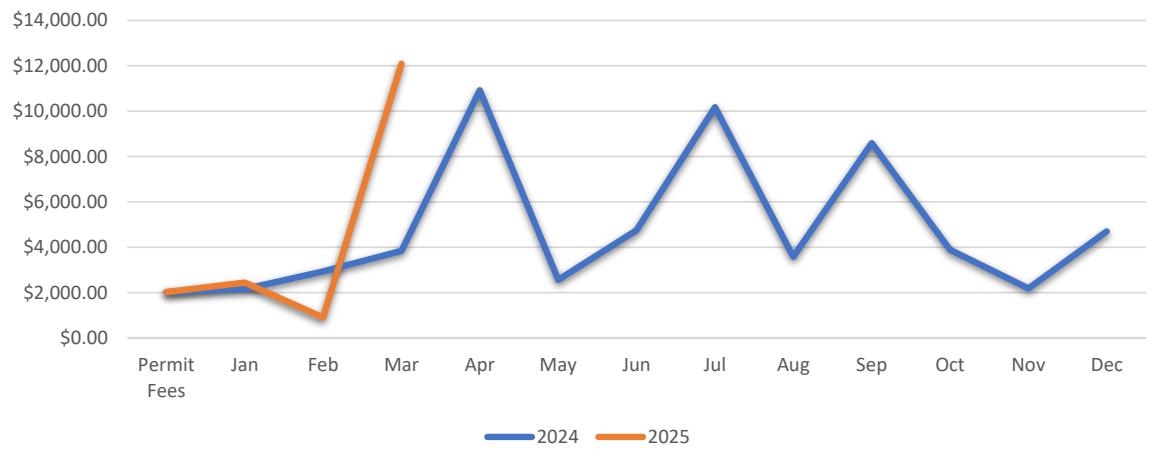
+\$12,095.60 (03/25)

Total Permits

59 (YTD)

+35 (03/25)

Monthly Permit Fees (2024/2025)



New Construction Homes

4 (YTD)

+4 (03/25)

Residential Demo Permits

4 (YTD)

+1 (03/25)

	JAN.	FEB.	MAR.	APR.	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.		TOTAL 2025	TOTAL 2024	TOTAL 2023	TOTAL 2022
911 HANGUP/MISDIAL	2	1	4											7	29	27	15
ADMINISTRATIVE	0	0	0											0	0	0	0
ALARM CALL	8	9	5											22	78	61	83
ANIMAL COMPLAINT/CONTROL	9	7	22											38	204	328	330
ARRESTS	35	32	34											101	412	474	431
ARSON	0	0	0											0	1	1	0
ASSAULT	1	1	4											6	16	17	13
ASSIST OUTSIDE AGENCY	5	6	3											14	52	85	78
BATTERY	2	3	4											9	44	51	19
BOATER ASSIST	0	0	0											0	0	0	0
BOMB THREAT	0	0	0											0	0	1	0
BURGLARY	2	0	5											7	30	48	48
CHECK WELFARE	11	13	10											34	144	159	168
CHILD IN NEED OF CARE	8	1	6											15	56	45	31
CITATIONS	182	203	304											689	2008	1564	865
CITIZEN ASSIST/INQUIRY	70	72	93											235	889	802	857
CIVIL MATTER	3	5	3											11	52	58	41
CIVIL STANDBY	4	3	3											10	39	39	48
COMPLIANCE CHECK	0	0	0											0	2	4	0
COURT	4	6	2											12	50	53	48
COURTESY RIDE	1	1	0											2	7	3	5
DEATH INVESTIGATION	0	0	0											0	8	8	4
DEBRIS IN ROADWAY	5	3	4											12	60	51	42
DELIVER MESSAGE/PACKAGE	1	0	1											2	8	8	7
DISTURBANCE	12	14	11											37	167	168	197
DOMESTIC	2	1	0											3	3	7	14
EMS/FIRE ASSIST	46	44	47											137	622	545	489
ESCAPE	0	0	0											0	1	1	0
EXTRA PATROL/BUILDING CHECKS	23	43	71											137	1389	1656	778
FIREWORK VIOLATION	0	0	0											0	7	8	8
FOLLOW UP/INVESTIGATION	39	26	26											91	438	499	592
FOUND PROPERTY	3	0	0											3	39	43	72
FUNERAL ESCORT	1	0	1											2	11	27	16
HARASSMENT	4	1	5											10	17	23	15
HAZ-MAT	0	0	1											1	0	1	0
HOMICIDE	0	0	0											0	0	0	0
IDENTITY THEFT	1	1	0											2	6	7	3
INJURY ACCIDENT	0	6	1											7	14	25	26
JUVENILE ACTIVITY	1	2	2											5	43	64	46
K9 DEPLOYMENT	6	8	8											22	106	70	99
LIVESTOCK OUT	0	0	4											4	7	13	5
MISCELLANEOUS	0	3	0											3	28	22	48
MISSING PERSON	2	3	0											5	8	14	22
MOTORIST ASSIST	21	9	10											40	77	61	64
NARCOTICS INVESTIGATION	1	0	0											1	30	43	35
NOISE COMPLAINT	0	1	0											1	38	44	33
NON INJURY ACCIDENT	7	7	6											20	118	82	85
PARKING COMPLAINT	6	7	1											14	59	53	15
PEDESTRIAN CHECK	4	6	11											21	134	179	227
PROPERTY DAMAGE	1	2	2											5	65	30	65
PURSUIT	0	2	0											2	9	7	3
REPORT WRITING	2	2	4											8	16	14	28
REPOSSESSION	2	0	0											2	0	2	2
ROBBERY	0	0	1											1	1	1	0
SEXUAL ASSAULT	0	0	0											0	3	3	13
SHOTS FIRED	0	0	0											0	1	0	1
SPECIAL ASSIGNMENT	6	6	2											14	90	197	121

SRO CONTACTS	35	30	25											90	297	265	292
STORM SIREN TEST	1	1	1											3	11	9	10
SUICIDAL SUBJECT	0	5	3											8	30	29	23
SUSPICIOUS ACTIVITY	10	4	5											19	116	101	118
SUSPICIOUS PERSON	1	1	2											4	44	52	56
SUSPICIOUS VEHICLE	1	2	2											5	22	31	27
THEFT	6	8	2											16	93	119	132
THREATS	3	2	2											7	30	29	28
TRAFFIC COMPLAINT	6	8	9											23	103	82	120
TRAFFIC CONTROL	0	1	1											2	8	7	3
TRAFFIC HAZARD	0	0	1											1	2	8	3
TRAFFIC STOP	214	247	312											773	2502	2175	1103
TRANSPORT SECURE	4	7	1											12	41	47	52
TRESPASSING	1	1	1											3	29	59	46
UNLAWFUL DUMPING	1	0	0											1	9	1	5
UNWANTED SUBJECT	1	1	1											3	48	17	39
UTILITIES	3	1	8											12	36	34	14
VEHICLE CHECK	8	10	8											26	153	186	175
VEHICLE IN DITCH	1	0	0											1	9	1	10
VEHICLE LOCKOUT	7	12	7											26	107	132	141
VEHICLE TRANSPORT	6	3	2											11	40	10	3
VICIOUS DOG	3	0	4											7	20	4	0
VIN INSPECTION	0	0	1											1	8	7	5
VIOLATE COURT ORDER	0	1	1											2	8	20	12
WARRANT SERVICE	20	15	13											48	164	202	113
WATER RESCUE	0	0	0											0	0	1	0
WEATHER	0	0	0											0	3	0	2
															11669	11424	8787
MONTHLY TOTAL CALLS FOR SERVICE	875	920	1133	0	0	0	0	0	0	0	0	0		2928			
	JAN.	FEB.	MAR.	APR.	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.					



Osawatomi Fire Department

700 Walnut Ave, Osawatomi, KS 66064

Breakdown by Incident Type

Report Period: 03/01/25 - 03/31/25 23:59:59

Incident Type	Incidents	Exposures
311 Medical assist, assist EMS crew	10	0
143 Grass fire	9	0
611 Dispatched & canceled en route	6	0
142 Brush or brush-and-grass mixture fire	5	0
111 Building fire	4	2
651 Smoke scare, odor of smoke	4	0
141 Forest, woods or wildland fire	2	0
131 Passenger vehicle fire	1	5
321 EMS call, excluding vehicle accident with injury	1	0
322 Motor vehicle accident with injuries	1	0
444 Power line down	1	0
550 Public service assistance, other	1	0
600 Good intent call, other	1	0
700 False alarm or false call, other	1	0
733 Smoke detector activation due to malfunction	1	0
745 Alarm system activation, no fire - unintentional	1	0
900 Special type of incident, other	1	0
151 Outside rubbish, trash or waste fire	1	0
170 Cultivated vegetation, crop fire, other	1	0

	Incidents	Exposures
Total	52	7

[illegible]

MONTHLY REPORT FOR OSAWATOMIE PUBLIC LIBRARY

	Jan	Feb	Mar	Apr	May	June	2025 TOTALS
ACQUISITIONS/MATERIALS ADDED							
Adult Books (All Genres)	82	53	53				188
Audiobooks (CD, Playaway)							0
Games, Puzzles, Activities		3	2				5
Bakeware, Gadgets, Tools							0
Videos (DVDs, TV Series)	1	8	11				20
Adult Total	83	64	66	0	0	0	213
Youth Books (All Genres)	150	33	92				275
Audiobooks (CD, Playaway)							0
Storytime Bags, Activities			1				1
Videos (DVDs, TV Series)	3	5	1				9
Youth Total	153	38	94	0	0	0	285
Video Games							0
Miscellaneous							0
General Total	0	0	0	0	0	0	0
Total Acquisitions	236	102	160	0	0	0	498

CIRCULATION/USAGE							
Fiction	532	426	469				1427
Non-Fiction	82	93	81				256
Audiobooks	24	34	28				86
Adult Total	638	553	578	0	0	0	1769
Youth Fiction	426	499	569				1494
Youth Non-Fiction	49	46	83				178
Audiobooks	14	15	12				41
Youth Total	489	545	652	0	0	0	1686
Hoopla (Digital Checkouts)	133	142	139				414
Bakeware, Gadgets, Tools	4	3	4				11
Games, Puzzles, Activities	6	0	0				6
Video Games	18	10	12				40
DVDs (Movies, TV Series)	192	132	172				496
Miscellaneous	1	0	3				4
General Total	354	287	330	0	0	0	971
Interlibrary Loan (ILL / Agent)							
Borrowed outside KOHA	1	8	5				14
Borrowed inside KOHA**	377	243	343				963
Loaned outside KOHA	6	15	21				42
Loaned inside KOHA**	335	367	347				1049
Internet Users	238	209	257				704
Total Circulation	1726	1330	1513	0	0	0	4569
New Patrons Added	4	13	14				31

Avg Cost **YTD Patron Savings**

\$17.00	\$24,259.00
\$17.00	\$4,352.00
\$9.50	\$817.00
	\$29,428.00
\$14.50	\$21,663.00
\$14.50	\$2,581.00
\$9.50	\$389.50
	\$24,244.00
\$12.50	\$5,175.00
\$15.99	\$175.89
\$9.99	\$59.94
\$39.99	\$1,599.60
\$4.00	\$1,984.00
\$5.00	\$20.00
	\$9,014.43
\$15.50	\$217.00
**ALREADY CALCULATED IN CIRCULATION TOTALS	
\$15.50	\$651.00
**ALREADY CALCULATED IN CIRCULATION TOTALS	
\$12.00	\$8,448.00

Calculated via www.ILoveLibraries.Org "What's Your Library Card Worth" Calculator

\$72,002.43

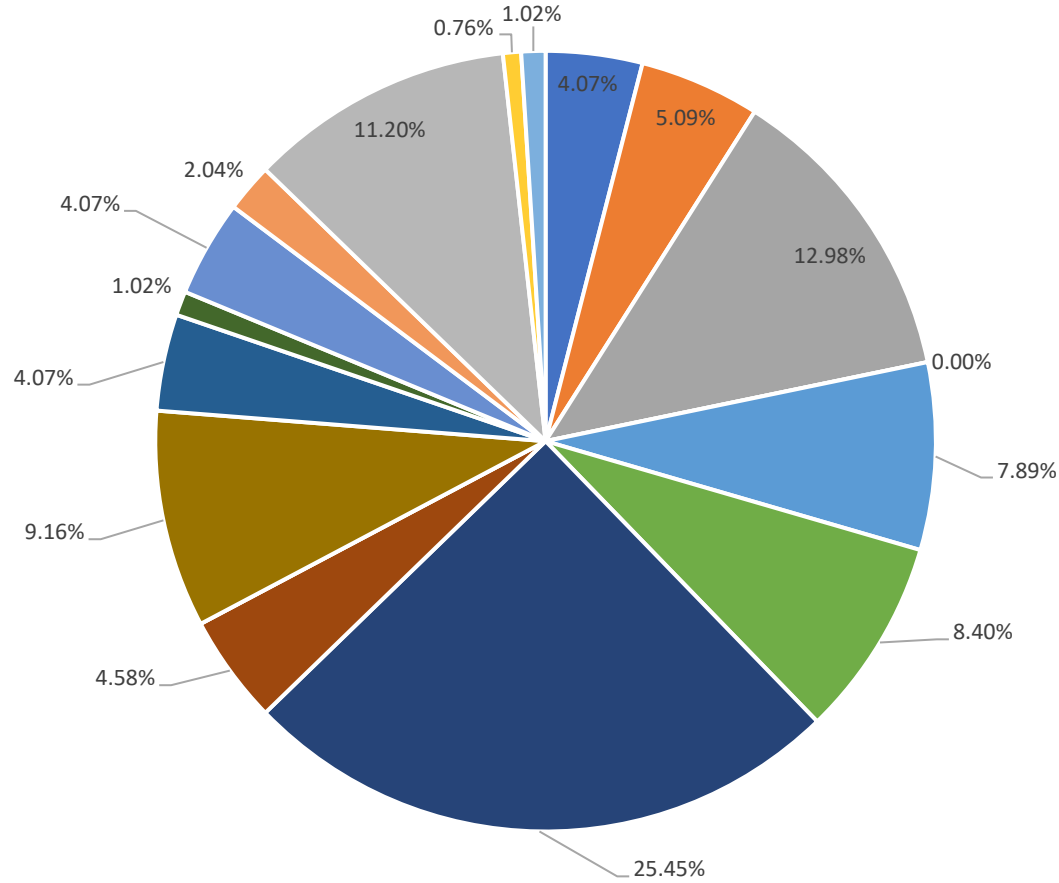
ATTENDANCE/PARTICIPATION							
Youth							
# of Birth-5 Programs (Early Literacy)	10	9	9				28
Attendance	46	49	50				145
# of 6-11 Programs (Children)	1	1	1				3
Attendance	5	8	9				22
# of 12-18 Programs (Young Adult)	5	5	5				15
Attendance	5	6	4				15
# of After-School / Hangout Days	24	-	-	-	-	-	24
Attendance	99	-	-	-	-	-	99
Self-Directed Activities			3				
Participants			22				
Adult							
# of Adult Programs	3	1	1				5
Attendance	44	21	17				82
Self-Directed Activities	1	3	2				6
Participants	3	15	65				83
General/All Ages Programs		3	1				4
Attendance		25	16				41
Summer Free Lunches							
# of Days Offered	-	-	-	-	-		
# of Lunches Served	-	-	-	-	-		
Daily Visitors	1166	766	1429				3361
Days Open	24	24	26				74

"Hangout Days" will not be reported as programming after January 2025 following conversations with partners at NEKLS and the State Library.

John Brown Museum State Historic Site Monthly Report

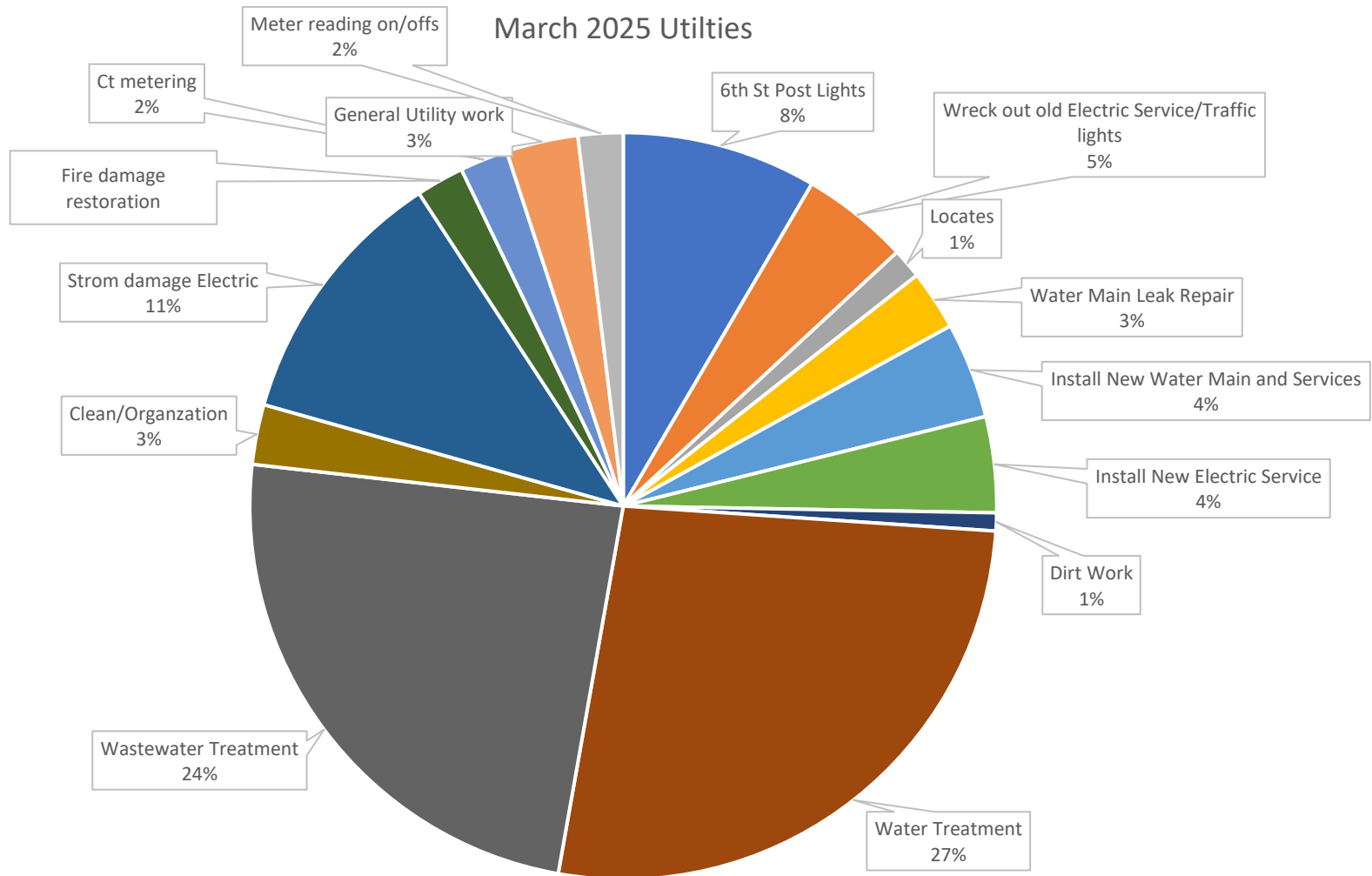
		REPORT FOR: MARCH 2025			
<u>VISITOR COUNTS</u>		<u>VISITOR DETAILS</u>			
INDIV. VISITORS	218	STATES	# of States	12	
# of GROUPS	0	COUNTRIES	# of Countries	0	
<u>ORIGIN</u>		TRAIL	(count)	16	
OSAWATOMIE	32				
MIAMI COUNTY	9	<u>SPEAKING ENGAGEMENTS</u>			
JOHNSON COUNTY	50	# of EVENTS		0	
KS COUNTIES	55	FEES COLLECTED		\$ -	
OTHER STATES	72				
INTERNATIONAL	0				
<u>GROUP/TOUR/FIELD TRIP STATS</u>				<u>DONATIONS</u>	
	# of PPL	Type	Fee	TOTAL RECEIVED	\$322.00
GROUP #1	0		\$ -		
GROUP #2			\$ -	<u>TOTAL VISITORS THIS MONTH</u>	
GROUP #3			\$ -	218	
GROUP #4				<u>TOTAL MONIES THIS MONTH</u>	
GROUP #5				\$322.00	
<u>STATES</u>					
AR, CO, GA, IA, KS, MN, MO, NC, OH, OK, TX, WY					
<u>COUNTRIES</u>					
None					

March 2025 Public Works



- | | | | | |
|--------------------------|---------------------------------|--------------------|---------------------------|---------------------|
| ■ Stormwater Maintenance | ■ Trail Maintenance | ■ Asphalt Work | ■ Winter Weather Response | ■ Storm Response |
| ■ Equipment Maintenance | ■ Facility/Property Maintenance | ■ Tree Maintenance | ■ Street Sweeping | ■ Gravel Road Maint |
| ■ Install/Repair signs | ■ Inspection | ■ Mowing/Trimming | ■ Trash | ■ Concrete Work |
| ■ Brush Pile Maintenance | ■ Locates | | | |

March 2025 Utilities



- | | | |
|--------------------------|---|--------------------------------|
| ■ 6th St Post Lights | ■ Wreck out old Electric Service/Traffic lights | ■ Locates |
| ■ Water Main Leak Repair | ■ Install New Water Main and Services | ■ Install New Electric Service |
| ■ Dirt Work | ■ Water Treatment | ■ Wastewater Treatment |
| ■ Clean/Organzation | ■ Strom damage Electric | ■ Fire damage restoration |
| ■ Ct metering | ■ General Utility work | ■ Meter reading on/off |