



CITY COUNCIL AGENDA

May 5, 2026

THE CITY COUNCIL SHALL HOLD ITS REGULAR MEETINGS IN THE COUNCIL CHAMBER IN THE CITY HALL, LOCATED AT 121 S. MERIDIAN, BEGINNING AT 7:00 P.M.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **INVOCATION: MINISTERIAL ALLIANCE**
4. **PLEDGE OF ALLEGIANCE**
5. **APPROVAL OF AGENDA p**
6. **ADMINISTRATION AGENDA p**
 - A. City Council Meeting Minutes – April 21, 2026
7. **PRESENTATIONS / PROCLAMATIONS p**
 - A. Sean Gordon - Gordon CPA
 - B. Law Enforcement Memorial Day/Police Week Proclamation
8. **PUBLIC FORUM (Citizen input and requests) p**
9. **APPOINTMENTS -None p**
10. **OLD BUSINESS p**
 - A. Bid Award for Sale of Temporary Notes Series 2026-1- Clayton Kelley p
 - B. Resolution #810-26 Authorizing the Issuance, Sale and Delivery of G.O. Temporary Notes Series-2026-1 p
 - C. Bid Award for General Obligation Bonds Series 2026-1 p
 - D. Ordinance #1444-26 Authorizing and Providing for the Issuance of General Obligation Bonds Series 2026-1 p
 - E. Resolution # 811-26 Prescribing the Form and Details of and Authorizing and Directing the Sale and Delivery of General Obligation Bonds Series 2026-1 p
 - F. Discussion of Brush Pile p
 - G. Bid Award for Abatement Mowing. p
 - H. Bid Award for City Promotional Services p
11. **NEW BUSINESS p**
 - A. Approval of sign waiver for Valley Center Purple Wave Swim Team p
 - B. 2026 Roadway Upgrade Services p
 - C. Temporary Construction Easement Lot 3 Block A Valley Creek 4th Add. p

- D. Permanent Easement Lot 3 Block A Valley Creek 4th Add. p
- E. Change Order# 3 Water Treatment Plant- p

12. CONSENT AGENDA p

- A. Appropriation Ordinance – February 17, 2026 p
- B. Pool Use Agreement With VCSC And VCRC: p

13. STAFF REPORTS p

14. GOVERNING BODY REPORTS p

15. ADJOURN

All items listed on this agenda are potential action items unless otherwise noted. The agenda may be modified or changed at the meeting without prior notice.

At any time during the regular City Council meeting, the City Council may meet in executive session for consultation concerning several matters (real estate, litigation, non-elected personnel, and security).

This is an open meeting, open to the public, subject to the Kansas Open Meetings Act (KOMA). The City of Valley Center is committed to providing reasonable accommodations for persons with disabilities upon request of the individual. Individuals with disabilities requiring an accommodation to attend the meeting should contact the City Clerk in a timely manner, at cityclerk@valleycenterk.gov or by phone at (316)755-7310.

For additional information on any item on the agenda, please visit www.valleycenterks.gov or call (316) 755-7310.

CALL TO ORDER

ROLL CALL

INVOCATION – MINISTERIAL ALLIANCE

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

RECOMMENDED ACTION:

Staff recommends motion to approve the agenda as presented.

ADMINISTRATION AGENDA

A. MINUTES:

Attached are the Minutes from April 21, 2026, regular City Council Meeting as prepared by the City Clerk.

REGULAR COUNCIL MEETING
April 21, 2026
CITY HALL
121 S. MERIDIAN

Mayor Truman called the regular council meeting to order at 7:00 p.m. with the following members present: Ron Colbert, Amy Reid , Gina Gregory, Jeanne Daniels, and Matt Stamm.

Members Absent: Chris Evans, Ben Anderson & Eric Scriven

Staff Present: Lloyd Newman, Public Safety Director
Kyle Fiedler, Community Development Director
Neal Owings, Parks and Public Buildings Director
Barry Arbuckle, City Attorney
Clint Miller, Finance Director
Amanda Park, City Clerk/HR Director
Cyndra Kastens, City Administrator

Press present: Ark Valley News

APPROVAL OF AGENDA

Stamm moved to approve the agenda as presented, seconded by Gregory. Vote yea: unanimous. Motion carried.

ADMINISTRATION AGENDA –

Colbert moved to approve the minutes of April 7, 2026, regular City Council meeting as presented, seconded by Reid. Vote yea: unanimous. Motion carried.

PRESENTATIONS/PROCLAMATIONS –

Roger Stewart presented the Tree City USA certificate and the history of the program. This is the 25th year for the City of Valley Center.

Mayor Truman read the Arbor Day Proclamation declaring April 24, 2026, Arbor Day for the City of Valley Center.

PUBLIC FORUM –

Gary Goertz discussed a conflict of ownership between the city and himself on the west side of his property and sought further direction.

Tim McNeeley had concerns regarding Code Enforcement related to his property.

APPOINTMENTS – None

OLD BUSINESS –

A. ORDINANCE #1443-26:

Community Development Director Fiedler presented Ordinance #1443-26 for 2nd reading. This will amend the Valley Center City Code Book to provide consistency in sign regulations for residential districts. Reid moved to approve ordinance #1143-26. Motion seconded by Stamm. Vote: yea; unanimous. Motion carried.

B. DISCUSSION OF BRUSH PILE:

Public Works Director Eggleston presented brush pile options. After much discussion, Reid moved to table any discussions until the next council meeting. Motion seconded by Stamm. Vote: yea; unanimous. Motion carried.

C. UPDATE HB 2745/2043 AS IT PERTAINS TO VALLEY CENTER DEBT/BONDING:

Administrator Kastens updated the council on the status of HB2043. She further informed the council on the impact on current projects due to the delays in receiving the temporary note funding as an affect of these legislative bills.

NEW BUSINESS-

A. CITY PROMOTIONAL SERVICES RFP

Community Development Director Fiedler presented the RFP (request for proposals) for 2026 Promotional/ Advertising Services. Stamm made motion to approve the RFP, seconded by Daniels. Vote: yea; unanimous. Motion carried

B. REQUEST FOR THE USE OF 225 W MAIN & FARMER'S MARKET SIGNAGE IN THE ROW:

Community Development Director Fiedler requested the use of 225 W Main for the Farmer's Market for 2026 as well as allowing the placement of Farmer's Market signage in the ROW from May 7th through September 2026. Reid made motion to approve the request for the placement of Farmer's Market signage in the ROW as well as the use of 225 W Main for the 2026 Farmer's Market for the 2026 season. Motion seconded by Stamm. Vote: yea; unanimous. Motion carried.

C. STEARMAN TEMPORARY CONSTRUCTION EASEMENT FOR WATER TREATMENT PLANT

Public Works Director Eggleston presented a temporary construction easement for construction of the city raw water line at 505 S Sheridan in the amount of \$1,353.41. Stamm made a motion to approve the Temporary Construction Easement and approve the Mayor to sign. Motion seconded by Colbert. Vote: yea; unanimous. Motion carried.

D. SHARP TEMPORARY CONSTRUCTION EASEMENT FOR WATER TREATMENT PLANT

Public Works Director Eggleston presented a temporary construction easement for construction of the city raw water line at 417 S Sheridan in the amount of \$646.41. Gregory made a motion to approve of Temporary Construction Easement and approve the Mayor to sign. Motion seconded by Stamm. Vote: yea; unanimous. Motion carried.

E. RIO BELLA CHANGE ORDER #3

Public Works Director Eggleston presented change order #3 for a class 1 Erosion Control Mat for slope protection. Colbert made a motion to approve Rio Bella change order #3 in the amount of \$1,050.00 and approve Mayor to sign. Motion seconded by Reid. Vote: yea; unanimous. Motion carried.

CONSENT AGENDA

A. APPROPRIATION ORDINANCE – April 15, 2026

Stamm motion to approve the Consent Agenda as presented. Seconded by Colbert,
Vote: Yea: Unanimous. Motion carried.

STAFF REPORTS

COMMUNITY DEVELOPMENT DIRECTOR FIELDER

Main Street America and Kansas Main Street will be here May 6, 2026, they will be here all day. They are looking for governing body members to attend this meeting at 10:00AM, 11:00AM or 2:00pm.

PARKS & PUBLIC BUILDINGS DIRECTOR OWINGS

Public Property & Outdoor Spaces board has been meeting for the last couple of months and has created a cemetery subcommittee. They will have a presentation in May 2026 for concepts for Reserve E looking for ideas for budgeting purposes.

PUBLIC WORKS DIRECTOR EGGLESTON

City of Valley Meridian Ave project has been selected as the 2026 recipient of the WSPE outstanding engineering achievement award. City Administrator Kastens and I have been invited to an awards banquet in May.

FINANCE DIRECTOR MILLER

The city will be upgrading our server to a cloud base system. This will start on Wednesday April 26th at 9:00am until they are finished. City Hall will not have phones or computers during this time. I have had a councilmember request a computer/tablet for the use of reading the agenda. If this is something that you want, please let me know.

CITY ADMINISTRATOR KASTENS

The city did not receive the award from WAMPO for 2028 to 2030. We will continue to save for match and reapply. We are going to start the internal replacement of Seneca. Change order review is still underway.

MAYOR TRUMAN

Rodney, good job on the brush pile with lots of research and more to do. Farmers market is coming up and they just keep getting bigger every week. It is for the community and the vendors I just want to encourage everyone to attend.

GOVERNING BODY REPORTS –

COUNCILMEMBER REID

I want to give a shout out to The Valley Center Animal League. I started volunteering with them, it is a great organization. Pathway Church came and did some huge upgrades over the weekend. We have some really sweet dogs.

Stamm moved to adjourn, second by Gregory. Vote Yea: Unanimous. Motion Carried.

ADJOURN -

The meeting adjourned at 8:45 PM.

Amanda Park, City Clerk

ADMINISTRATION AGENDA
RECOMMENDED ACTION

A. MINUTES:

RECOMMENDED ACTION:

Staff recommends motion to approve the minutes of April 21, 2026 Regular Council Meeting as presented/ amended.

PRESENTATIONS / PROCLAMATIONS

PRESENTATION FROM SEAN GORDON – GORDON CPA

Sean Gordon will present the 2025 audit results.

PRESENTATION FROM CLAYTON KELLEY II – PIPER SANDLER

Clayton Kelley will present information from May 5, 2026, Bond Sale.

PROCLAMATION LAW ENFORCEMENT MEMORIAL DAY

PUBLIC FORUM

APPOINTMENTS

PROCLAMATION
Law Enforcement Memorial Day

WHEREAS, Peace Officers Memorial Day is observed annually on May 15th to honor the federal, state, and local law enforcement officers who have made the ultimate sacrifice in the line of duty; and

WHEREAS, law enforcement officers serve **with** courage, integrity, and a deep commitment to protecting the lives and property of the citizens they serve; and

WHEREAS, these men and women willingly place themselves in harm's way each day to ensure the safety and security of our community; and

WHEREAS, it is fitting and proper that we recognize and remember those officers who have lost their lives while upholding their oath, and that we honor the families, friends, and colleagues they leave behind; and

WHEREAS, the members of the Valley Center Police Department continue this proud tradition of service, demonstrating professionalism, compassion, and dedication in their daily duties;

NOW, THEREFORE, I, Mayor James Truman, do hereby proclaim May 15th as Law Enforcement Memorial Day in Valley Center, Kansas, and call upon all citizens of Valley Center, Kansas to observe the week of May 11th through May 16th as Police Week, honoring the service and sacrifice of law enforcement officers and expressing gratitude to those who continue to serve with distinction.

IN WITNESS WHEREOF, I have hereunto set my hand this 5th day of May, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Valley Center to be affixed.

Done at the City of Valley Center, Kansas this May 5, 2026.

James Truman, Mayor

Attest: _____
Amanda Park, City Clerk

**Bid Award for Sale of Temporary Notes Series 2026-1-
Clayton Kelley**

I move that the bid be accepted and that the Mayor and Clerk be authorized and directed to execute the bid form selling the Notes to the best bidder on the basis of the bid and the terms specified in the Notice of Note Sale.

Resolution #810-26 Authorizing the Issuance, Sale and Delivery of G.O. Temporary Notes Series-2026-1

Exhibits A & B will be presented at the City Council Meeting after the close of the sale.

I move that the Resolution be adopted.

RESOLUTION NO. [810]-26

OF

THE CITY OF VALLEY CENTER, KANSAS

ADOPTED

MAY 5, 2026

**GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2026-1**

RESOLUTION

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RESOLUTION NO. [____]-26

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2026-1, OF THE CITY OF VALLEY CENTER, 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 Valley Center, 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 (the “Improvements”) to be made in the City, to-wit:

Project Description	Res. No.	Authority (K.S.A.)	Authorized Amount¹
Amber Ridge/Trails End Addition – Drainage Improvements Phase 2 Residential	780-25	12-6a01 <i>et seq.</i>	\$360,000
Amber Ridge/Trails End Addition – Paving Improvements Phase 2 Residential	781-25	12-6a01 <i>et seq.</i>	1,200,000
Amber Ridge/Trails End Addition – Water Improvements Phase 2 Residential	782-25	12-6a01 <i>et seq.</i>	370,000
Amber Ridge/Trails End Addition – Sanitary Sewer Improvements Phase 2 Residential	783-25	12-6a01 <i>et seq.</i>	565,000
Arbor Valley – Drainage Improvements-Phase 2	785-25	12-6a01 <i>et seq.</i>	190,000
Arbor Valley – Paving Improvements-Phase 2	786-25	12-6a01 <i>et seq.</i>	643,000
Arbor Valley – Water Improvements-Phase 2	787-25	12-6a01 <i>et seq.</i>	230,000
Prairie Lakes – Paving Improvements-Phase 5	792-25	12-6a01 <i>et seq.</i>	650,000
Prairie Lakes – Drainage Improvements-Phase 5	793-25	12-6a01 <i>et seq.</i>	100,000
Prairie Lakes – Sanitary Sewer Improvements-Phase 5	794-25	12-6a01 <i>et seq.</i>	75,000
Prairie Lakes – Water Improvements-Phase 5	795-25	12-6a01 <i>et seq.</i>	200,000
ValePointe Addition – Drainage Improvements Phase 1	797-25	12-6a01 <i>et seq.</i>	1,600,000
ValePointe Addition – Paving Improvements Phase 1	798-25	12-6a01 <i>et seq.</i>	1,000,000
ValePointe Addition – Sanitary Sewer Improvements Phase 1	799-25	12-6a01 <i>et seq.</i>	750,000
ValePointe Addition – Water Improvements Phase 1	800-25	12-6a01 <i>et seq.</i>	<u>500,000</u>
Total			<u>\$8,433,000</u>

¹ Plus interest on interim financing and costs of issuance

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 temporary notes heretofore authorized have been issued and the Issuer proposes to issue its temporary notes to pay the costs of the Improvements; and

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

WHEREAS, the governing body of the Issuer hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Notes in the principal amount of \$9,275,000* to pay the costs of the Improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF VALLEY CENTER, 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.* and K.S.A. 12-6a01 *et seq.*, all as amended and supplemented.

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

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

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

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

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

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

“City” means the City of Valley Center, 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.

“**Compliance Account**” means the Compliance Account created pursuant to *Section 501* hereof.

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

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

“**Costs of Issuance Account**” means the Costs of Issuance Account for General Obligation Temporary Notes, Series 2026-1 created pursuant to *Section 501* hereof.

“**Dated Date**” means May 28, 2026.

“**Debt Service Account**” means the Debt Service Account for General Obligation Temporary Notes, Series 2026-1 (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.

“Director of Finance” means the duly appointed and acting Director of Finance of the Issuer or, in the Director's absence, the duly appointed Deputy, Assistant or Acting Director of Finance of the Issuer.

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

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

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

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

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

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

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

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

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

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

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

“Improvement Fund” means the Improvement Fund for General Obligation Temporary Notes, Series 2026-1 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 June 1 and December 1 of each year, commencing December 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 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 2026-1, 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 Hall
121 S. Meridian
P.O. Box 188
Valley Center, Kansas 67147-0188
Fax: (316) 755-7319

(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: [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.

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

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

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

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

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

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

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

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

“Purchase Price” means the principal amount of the Notes plus accrued interest to the date of delivery[, plus a bid premium of \$_____].

“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.

“Rebate Fund” means the Rebate Fund for General Obligation Temporary Notes, Series 2026-1 created pursuant to *Section 501* hereof.

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

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

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

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

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

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

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

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

“State” means the state of Kansas.

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

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

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

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

“United States Government Obligations” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest

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

ARTICLE II

AUTHORIZATION AND DETAILS OF THE NOTES

Section 201. Authorization of the Notes. There shall be issued and hereby are authorized and directed to be issued the General Obligation Temporary Notes, Series 2026-1, of the Issuer in the principal amount of \$9,275,000*, for the purpose of providing funds to: (a) pay the costs of the Improvements; and (b) pay Costs of Issuance.

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

Stated Maturity <u>December 1</u> 2029	Principal <u>Amount</u> \$9,275,000*	Annual Rate <u>of Interest</u> []%
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The Notes shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in *Section 204* hereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 207. Execution, Registration, Authentication and Delivery of Notes. Each of the Notes, including any Notes issued in exchange or as substitutions for the Notes initially delivered, shall be executed for and on behalf of the Issuer by the manual, electronic or facsimile signature of the Mayor, attested by the manual, electronic or facsimile signature of the Clerk and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Notes in the manner herein specified, and to cause the Notes to be registered in the office of the Clerk, which registration shall be evidenced by the manual, electronic or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Notes shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual, electronic or facsimile

signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. The Notes shall be countersigned by the manual, electronic or facsimile signature of the Clerk and the seal of the Issuer shall be affixed or imprinted adjacent thereto following registration of the Notes by the Treasurer of the State of Kansas. In case any officer whose signature appears on any Notes ceases to be such officer before the delivery of such Notes, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Note may be signed by such persons who at the actual time of the execution of such Note are the proper officers to sign such Note although at the date of such Note such persons may not have been such officers.

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

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

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

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

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

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

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

Section 210. Book-Entry Notes; Securities Depository. The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. The Notes shall initially be registered to Cede & Co.,

the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Notes, except in the event the Note Registrar issues Replacement Notes as provided in this Section. It is anticipated that during the term of the Notes, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Notes to the Participants until and unless the Note Registrar authenticates and delivers Replacement Notes to the Beneficial Owners as described in the following paragraph.

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

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

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

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

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

for cancellation shall cause the delivery of Notes to the successor Securities Depository in appropriate denominations and form as provided herein.

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

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

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

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

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

ARTICLE III

REDEMPTION OF NOTES

Section 301. Redemption by Issuer.

Optional Redemption. At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity on June 1, 2027, and thereafter, as a whole or in part (selection of the amount of Notes to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

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

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

Section 303. Notice and Effect of Call for Redemption. In the event the Issuer desires to call the Notes for redemption prior to maturity, written notice of such intent shall be provided to the Note Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Note Registrar shall call Notes for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Note Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Notes to be called for redemption. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in this Section are met.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV

SECURITY FOR NOTES

Section 401. Security for the Notes. The Notes shall be general obligations of the Issuer payable as to both principal and interest from special assessments levied upon the property benefited by the construction of the Improvements, or 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 2026-1.

- (b) Debt Service Account for General Obligation Temporary Notes, Series 2026-1.
- (c) Rebate Fund for General Obligation Temporary Notes, Series 2026-1.
- (d) Costs of Issuance Account for General Obligation Temporary Notes, Series 2026-1.
- (e) Compliance Account.

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

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

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

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

Withdrawals from the Improvement Fund shall be made only when authorized by the governing body of the Issuer and only on duly authorized and executed warrants therefor accompanied by a certificate executed by the Consulting Engineer 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 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. Application of Moneys in the Rebate Fund.

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

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

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

Section 507. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is

located. All such depositories shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

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

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

Section 509. Application of Moneys in the Compliance Account. Moneys in the Compliance Account shall be used by the Issuer to pay the to pay fees and expenses relating to compliance with federal arbitrage law and state or federal securities laws. Any funds remaining in the Compliance Account on the sixth anniversary of the Issue Date shall be transferred to the Debt Service Account.

ARTICLE VI

DEFAULT AND REMEDIES

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

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

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

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

Section 602. Limitation on Rights of Owners. The covenants and agreements of the Issuer contained herein and in the Notes shall be for the equal benefit, protection, and security of the Owners of any or all of the Notes, all of which Notes shall be of equal rank and without preference or priority of one Note over any other Note in the application of the funds herein pledged to the payment of the principal of

and the interest on the Notes, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Note Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Notes.

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

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Notes, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Note Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Notes or scheduled interest payments thereon so paid and discharged. Notes, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Note Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Notes or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of or Redemption Price of said Notes and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Notes, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Notes, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Note Registrar to give such notice of redemption in compliance with **Article III**. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Notes, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Notes, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Note Resolution.

ARTICLE VIII

TAX COVENANTS

Section 801. General Covenants. The Issuer covenants and agrees that: it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Notes; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor and the Director of Finance 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 resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Notes will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

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

ARTICLE IX

CONTINUING DISCLOSURE REQUIREMENTS

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

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

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1001. Annual Audit. Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk. Such audit shall at all times during the usual business hours be open to the

examination and inspection by any taxpayer, any Owner of any of the Notes, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the governing body of the Issuer shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Note Resolution, the Issuer shall promptly cure such deficiency.

Section 1002. Amendments. The rights and duties of the Issuer and the Owners, and the terms and provisions of the Notes or of this Note Resolution, may be amended or modified at any time in any respect by resolution 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 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 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, 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 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 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 May 5, 2026.

(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 May 5, 2026, as the same appears of record in my office.

DATED: May 5, 2026.

Clerk

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EXHIBIT A
(FORM OF NOTES)

**REGISTERED
NUMBER _____**

**REGISTERED
\$**

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

**UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF SEDGWICK
CITY OF VALLEY CENTER
GENERAL OBLIGATION TEMPORARY NOTE
SERIES 2026-1**

**Interest
Rate:**

**Maturity
Date:**

**Dated
Date: May 28, 2026**

CUSIP:

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Valley Center, in the County of Sedgwick, State of Kansas (the “Issuer”), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on June 1 and December 1 of each year, commencing December 1, 2026 (the “Interest Payment Dates”), or earlier redemption until the Principal Amount has been paid.

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

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

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

Authorization of Notes. This Note is one of an authorized series of Notes of the Issuer designated “General Obligation Temporary Notes, Series 2026-1,” aggregating the principal amount of \$9,275,000* (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, and K.S.A. 12-6a01 *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 special assessments levied upon the property benefited by the construction of certain Improvements, or from the proceeds of general obligation bonds of the Issuer, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby pledged for the payment of the principal of and interest on this Note and the issue of which it is a part as the same respectively become due.

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

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

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

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

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

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

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

CITY OF VALLEY CENTER, KANSAS

(Facsimile Seal)

By: _____ (manual or facsimile)
Mayor

ATTEST:

By: _____ (manual or facsimile)
Clerk

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

(Facsimile Seal)

By: _____ (manual or facsimile)
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is one of a series of General Obligation Temporary Notes, Series 2026-1, of the City of Valley Center, Kansas, described in the within-mentioned Note Resolution.

Registration Date: May 28, 2026

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

By: _____

Registration Number: 4362-087-052826-____

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 SEDGWICK)

The undersigned, Clerk of the City of Valley Center, Kansas, does hereby certify that the within Note has been duly registered in my office according to law as of May 28, 2026.

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 May 28, 2026.

WITNESS my hand and official seal.

(Facsimile Seal)

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

**Bid Award for General Obligation Bonds Series
2026-1**

**Exhibits A & B will be presented at the City
Council Meeting after the close of the sale.**

**I move that the bid be accepted and that the Mayor and Clerk be
authorized and directed to execute the bid form selling the
Bonds to the best bidder on the basis of the bid and the terms
specified in the Notice of Bond Sale.**

Ordinance #1444-26 Authorizing and Providing for the Issuance of General Obligation Bonds Series 2026-1

I move that the first reading requirement for the Ordinance be waived and the Ordinance be passed.

Resolution # 811-26 Prescribing the Form and Details of and Authorizing and Directing the Sale and Delivery of General Obligation Bonds Series 2026-1

I move that the Resolution be adopted.

ORDINANCE NO. 1444-26

OF

THE CITY OF VALLEY CENTER, KANSAS

PASSED

MAY 5, 2026

**GENERAL OBLIGATION BONDS
SERIES 2026-1**

ORDINANCE NO. 1444-26

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2026-1, OF THE CITY OF VALLEY CENTER, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

WHEREAS, the City of Valley Center, Kansas (the “City”) is a city of the second class, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, pursuant to the laws of the State of Kansas applicable thereto, by proceedings duly had, the City Council of the City (the “Governing Body”) has authorized the following improvements (the “Improvements”) to be made in the City, to-wit:

<u>Project Description</u>	<u>Res. No.</u>	<u>Authority (K.S.A.)</u>	<u>Amount</u>
CIP Projects – TIF District	713-22	14-570 <i>et seq.</i> / Charter No. 27-2009	\$5,065,000

WHEREAS, the Governing Body is authorized by law to issue general obligation bonds of the City to pay the costs of the Improvements; and

WHEREAS, none of such general obligation bonds heretofore authorized have been issued and the City proposes to issue \$5,080,000* of its general obligation bonds[, together with bid premium thereon,] to pay the costs of the Improvements; and

WHEREAS, the Governing Body has advertised the sale of the Bonds in accordance with the law and at a meeting held in the City on this date awarded the sale of such Bonds to the best bidder.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VALLEY CENTER, KANSAS, AS FOLLOWS:

Section 1. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms in this Ordinance 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, K.S.A. 10-620 *et seq.* and K.S.A. 14-570 *et seq.*, as amended by Charter Ordinance No. 27-2009, all as amended and supplemented.

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

“**Bond Resolution**” means the resolution to be adopted by the Governing Body prescribing the terms and details of the Bonds and making covenants with respect thereto.

“**Bonds**” means the City's General Obligation Bonds, Series 2026-1, dated May 28, 2026, authorized by this Ordinance.

“**City**” means the City of Valley Center, Kansas.

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

“**Finance Director**” means the duly appointed and acting Finance Director of the City or, in the Finance Director's absence, the duly appointed Deputy, Assistant or Acting Finance Director of the City.

“**Governing Body**” means the City Council of the City.

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

“**Ordinance**” means this Ordinance authorizing the issuance of the Bonds.

“**Refunded Notes**” means the Series 2024-1 Notes maturing in 2026, in the aggregate principal amount of \$4,835,000.

“**Series 2024-1 Notes**” means the City's General Obligation Temporary Notes, Series 2024-1, dated October 10, 2024.

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

Section 2. Authorization of the Bonds. There shall be issued and hereby are authorized and directed to be issued the General Obligation Bonds, Series 2026-1, of the City in the principal amount of \$5,080,000*, for the purpose of providing funds to: (a) pay the costs of the Improvements; (b) pay costs of issuance of the Bonds; and (c) retire the Refunded Notes.

Section 3. Security for the Bonds. The Bonds shall be general obligations of the City 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 within the territorial limits of the City. The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 4. Terms, Details and Conditions of the Bonds. The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Bond Resolution hereafter adopted by the Governing Body.

Section 5. Levy and Collection of Annual Tax. The Governing Body shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by levying and collecting the necessary taxes upon all of the taxable tangible property within the City in the manner provided by law.

The taxes above referred to shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the general ad

valorem taxes of the City are levied and collected, shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due and the fees and expenses of the paying agent for the Bonds. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund.

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

Section 6. Further Authority. The Mayor, Finance Director, Clerk and other City officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance, and to make 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 7. Governing Law. This Ordinance and the Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 8. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the Governing Body, approval by the Mayor and publication of the Ordinance or a summary thereof in the official City newspaper.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

PASSED by the City Council on May 5, 2026 and **APPROVED AND SIGNED** by the Mayor.

(SEAL)

Mayor

ATTEST:

Clerk

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CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that said Ordinance was passed on May 5, 2026; that the record of the final vote on its passage is found on page ____ of journal ____; and that the Ordinance or a summary thereof was published in the *Ark Valley News* on May 14, 2026.

DATED: May 14, 2026.

Clerk

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(PUBLISHED IN THE *ARK VALLEY NEWS* ON MAY 14, 2026)

SUMMARY OF ORDINANCE NO. 1444-26

On May 5, 2026, the governing body of the City of Valley Center, Kansas passed an ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2026-1, OF THE CITY OF VALLEY CENTER, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

The Series 2026-1 Bonds approved by the Ordinance are being issued in the principal amount set forth therein to finance certain improvements in the City, and constitute general obligations of the City payable as to both principal and interest, 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 City. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, City Hall, 121 S. Meridian, P.O. Box 188, Valley Center, Kansas 67147-0188. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at <https://www.valleycenterks.gov/>.

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: May 5, 2026.

City Attorney

RESOLUTION NO. 811-26

OF

THE CITY OF VALLEY CENTER, KANSAS

ADOPTED

MAY 5, 2026

GENERAL OBLIGATION BONDS
SERIES 2026-1

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RESOLUTION NO. 811-26

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 2026-1, OF THE CITY OF VALLEY CENTER, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 1444-26 OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

WHEREAS, the Issuer has heretofore passed the Ordinance authorizing the issuance of the Bonds;
and

WHEREAS, the Ordinance authorized the City Council of the Issuer (the “Governing Body”) to adopt a resolution prescribing certain details and conditions and to make certain covenants with respect to the issuance of the Bonds; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Bonds in the principal amount of \$5,080,000* to pay the costs of the Improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VALLEY CENTER, 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 Bond 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, K.S.A. 10-620 *et seq.* and K.S.A. 14-570 *et seq.*, as amended by Charter Ordinance No. 27-2009, all as amended and supplemented.

[“**AG**” means Assured Guaranty Inc., a Maryland domiciled financial guaranty insurance company, or any successor thereto.]

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

[“**BAM**” means Build America Mutual Assurance Company, a New York domiciled mutual insurance corporation, or any successor thereto.]

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

“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.

[**“Bond Insurance Policy”** means the municipal bond insurance policy issued by the Bond Insurer concurrently with the delivery of the Bonds guaranteeing the scheduled payment when due of the principal of and interest on the Bonds.

“Bond Insurer” means [AG] [BAM] with respect to the Bonds.]

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

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

“Bond Registrar” means the State Treasurer and any successors and assigns.

“Bond Resolution” means this resolution relating to the Bonds.

“Bonds” or **“Bond”** means the General Obligation Bonds, Series 2026-1, authorized and issued by the Issuer pursuant to the Ordinance and this Bond Resolution.

“Business Day” means a day other than a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the Legislature of the State and on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

“Cede & Co.” means Cede & Co., as nominee of DTC and any successor nominee of DTC.

“City” means the City of Valley Center, Kansas.

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

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

“Compliance Account” means the Compliance Account created pursuant to *Section 501* hereof.

“Costs of Issuance” means all costs of issuing the Bonds, 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, all expenses incurred in connection with receiving ratings on the Bonds, and any premiums or expenses incurred in obtaining municipal bond insurance on the Bonds.

“Costs of Issuance Account” means the Costs of Issuance Account for General Obligation Bonds, Series 2026-1 created pursuant to *Section 501* hereof.

“Dated Date” means May 28, 2026.

“Debt Service Account” means the Debt Service Account for General Obligation Bonds, Series 2026-1 created within the Bond and Interest Fund pursuant to *Section 501* hereof.

“Debt Service Requirements” means the aggregate principal payments (whether at maturity or pursuant to scheduled mandatory sinking fund redemption requirements) and interest payments on the Bonds 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 Bond which is payable but not paid on any Interest Payment Date.

“Defeasance Obligations” means any of the following obligations:

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

(b) [evidences of ownership of proportionate interests in future interest and principal payments on United States Government Obligations held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying United States Government Obligations are not available to any person claiming through the custodian or to whom the custodian may be obligated; or

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

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

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

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

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

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

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

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

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

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

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

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

(a) Payment of the principal and of the redemption premium, if any, of any of the Bonds 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 Bonds 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 Bonds or in this Bond Resolution (other than the covenants relating to continuing disclosure requirements contained herein and in the Disclosure Undertaking) 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 Bonds 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.

“Finance Director” means the duly appointed and acting Finance Director of the Issuer or, in the Finance Director's absence, the duly appointed Deputy, Assistant or Acting Finance Director of the Issuer.

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

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

“Governing Body” means the City Council of the Issuer.

“Improvements” means the improvements referred to in the preamble to the Ordinance.

“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 Bond Resolution.

[**“Insurer’s Fiscal Agent”** means the agent designated by the Bond Insurer pursuant to the Bond Insurance Policy.]

“Interest Payment Date(s)” means the Stated Maturity of an installment of interest on any Bond which shall be June 1 and December 1 of each year, commencing June 1, 2027.

“Issue Date” means the date when the Issuer delivers the Bonds 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 Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

“Mayor” means the duly 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 [with notice to the Bond Insurer].

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

(a) To the Issuer at:

City Hall
121 S. Meridian
P.O. Box 188
Valley Center, Kansas 67147-0188
Fax: (316) 755-7319

(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]
[Purchaser City, State] [Zip]
Fax: [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

[(e) To the Bond Insurer:

Assured Guaranty Inc.
31 West 52nd Street
New York, New York 10019
Telephone: (212) 826-0100; Fax: (212) 339-3529

Build America Mutual Assurance Company
200 Liberty Street, 27th Floor
New York, New York 10281
Attn: Surveillance, Re: Policy No. [_____]]
Telephone: (212) 235-2500; Fax: (212) 962-1710
Email: notices@buildamerica.com]

or such other address as is furnished in writing to the other parties referenced herein.

“Notice Representative” means:

- (a) With respect to the Issuer, the Clerk.
- (b) With respect to the Bond 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.

[(e) With respect to the Bond Insurer, *[AG: Attn: Managing Director – Surveillance – Re: Policy No. [_____]]* **[BAM: Attn: Surveillance – Re: Policy No. [_____]] (with a copy to Attn: General Counsel at the same address and at claims@buildamerica.com or at Telecopier: (212) 962-1524 and marked as “URGENT MATERIAL ENCLOSED” if the notice refers to an event of default or a claim on the Bond Insurance Policy).]**.]

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

“Ordinance” means Ordinance No. [_____] -26 of the Issuer authorizing the issuance of the Bonds, as amended from time to time.

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

- (a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Bonds deemed to be paid in accordance with the provisions of *Article VII* hereof; [and]
- (c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder[.]; and
- (d) Bonds, the principal or interest of which has been paid by the Bond Insurer.]

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

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

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

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

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

“Purchase Price” means the principal amount of the Bonds plus accrued interest to the date of delivery[, plus a bid premium of \$ _____].

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

“**Rating Agency**” means any company, agency or entity that provides, pursuant to request of the Issuer, financial ratings for the Bonds.

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

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

“**Refunded Notes**” means the Series 2024-1 Notes maturing in the year 2026, in the aggregate principal amount of \$4,835,000.

“**Refunded Notes Paying Agent**” means the paying agent for the Refunded Notes as designated in the Refunded Notes Resolution, and any successor or successors at the time acting as paying agent of the Refunded Notes.

“**Refunded Notes Redemption Date**” means June 1, 2026.

“**Refunded Notes Redemption Fund**” means the Redemption Fund for Refunded Notes created pursuant to *Section 501* hereof.

“**Refunded Notes Resolution**” means the resolution which authorized the Refunded Notes.

“**Replacement Bonds**” means Bonds issued to the Beneficial Owners of the Bonds in accordance with *Section 213* hereof.

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

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

“**Series 2024-1 Notes**” means the Issuer's General Obligation Temporary Notes, Series 2024-1, dated October 10, 2024.

“**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**” or “**S&P**” means S&P Global Ratings, a division of S&P Global 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 [with notice to the Bond Insurer].

“**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 Bond or any installment of interest thereon means the date specified in such Bond and this Bond Resolution as the fixed date on which the principal of such Bond 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.]

[“**Term Bonds**” means the Bonds scheduled to mature in the year 2041.]

[“**___ Term Bonds**” means the Bonds scheduled to mature in the year ____.]

[“**2041 Term Bonds**” means the Bonds scheduled to mature in the year 2041.]

[“**Term Bonds**” means collectively the [____] Term Bonds[, the [____] Term Bonds] and the 2041 Term Bonds.]

“**Treasurer**” means the duly appointed and/or elected Treasurer of the Issuer 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 BONDS

Section 201. Authorization of the Bonds. The Bonds have been heretofore authorized and directed to be issued pursuant to the Ordinance in the principal amount of \$5,080,000*, for the purpose of providing funds to: (a) pay the costs of the Improvements; and (b) pay Costs of Issuance; and (c) retire the Refunded Notes.

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

[SERIAL BONDS]

<u>Stated Maturity</u> <u>December 1</u>	<u>Principal</u> <u>Amount</u>	<u>Annual Rate</u> <u>of Interest</u>	<u>Stated Maturity</u> <u>December 1</u>	<u>Principal</u> <u>Amount</u>	<u>Annual Rate</u> <u>of Interest</u>
2027	\$[_____]	_____%	2035	\$_____	_____%
2028			2036		
2029			2037		
2030			2038		
2031			2039		
2032			2040		
2033			2041		
2034					

]

[TERM BONDS]

<u>Stated Maturity</u> <u>December 1</u>	<u>Principal</u> <u>Amount</u>	<u>Annual Rate</u> <u>of Interest</u>
2041	\$_____	_____%

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

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

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

The Issuer will at all times maintain a Paying Agent and Bond 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 Bond Registrar[, and shall appoint a successor Paying Agent at the request of the Bond Insurer,] by (a) filing with the Paying Agent or Bond Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Bond Registrar and appointing a successor, and (b) causing notice of appointment of the successor Paying Agent and Bond Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Bond Registrar shall become effective until a successor [acceptable to the Bond Insurer] has been appointed and has accepted the duties of Paying Agent or Bond Registrar. [Each successor Paying Agent shall be approved in writing by the Bond Insurer before the appointment of such successor Paying Agent shall become effective.]

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

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

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

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

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

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

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

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

Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the principal office of the Bond Registrar, the Bond Registrar shall transfer

or exchange such Bond for a new Bond or Bonds in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange.

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

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

The Issuer and the Bond Registrar shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to *Article III* hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond 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 Bond is registered on the Bond Register as the absolute Owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

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

Section 207. Execution, Registration, Authentication and Delivery of Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be executed for and on behalf of the 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 Bonds in the manner herein specified, and to cause the Bonds to be registered in the office of the Clerk, which registration shall be evidenced by the manual, electronic or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual, electronic or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such

Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

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

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

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

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

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

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

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

Section 210. Book-Entry Bonds; Securities Depository. The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Bonds, except in the event the Bond Registrar issues Replacement Bonds as provided in this Section. It is anticipated that during the term of the Bonds, the Securities Depository will

make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Bond Registrar authenticates and delivers Replacement Bonds to the Beneficial Owners as described in the following paragraph.

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

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

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

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Bond Registrar, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the Issuer, the Bond Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Bond Registrar shall authenticate and cause delivery of Replacement Bonds to Owners, as provided herein. The Bond Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Bonds. The cost of printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the Issuer.

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

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

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

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

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

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

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption by Issuer.

Optional Redemption. At the option of the Issuer, Bonds maturing on December 1 in the years 2034, and thereafter, will be subject to redemption and payment prior to their Stated Maturity on December 1, 2033, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of

each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the Redemption Date.

[**Mandatory Redemption.** [(a) [] Term Bonds.] The [] Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in **Article IV** hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on December 1 in each year, the following principal amounts of such [] Term Bonds:

<u>Principal Amount</u>	<u>Year</u>
\$	
	*

*Final Maturity

(b) [] Term Bonds. The [] Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in **Article IV** hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on December 1 in each year, the following principal amounts of such [] Term Bonds:

<u>Principal Amount</u>	<u>Year</u>
\$	
	[]*

*Final Maturity]

(c) 2041 Term Bonds.] The 2041 Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in **Article IV** hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on December 1 in each year, the following principal amounts of such 2041 Term Bonds:

<u>Principal Amount</u>	<u>Year</u>
\$	
	2041*

*Final Maturity]

At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the Issuer may: (1) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory

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

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

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

Section 303. Notice and Effect of Call for Redemption. In the event the Issuer desires to call the Bonds for redemption prior to maturity, written notice of such intent shall be provided to the Bond Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Bond Registrar shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Bond Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. [The foregoing provisions of this paragraph shall not apply in the case of any mandatory redemption of Term Bonds hereunder, and Term Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the Issuer and whether or not the Paying Agent holds moneys available and sufficient to effect the required redemption.]

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV

SECURITY FOR BONDS

Section 401. Security for the Bonds. The Bonds shall be 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 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 Bonds as the same become due.

Section 402. Levy and Collection of Annual Tax; Transfer to Debt Service Account. The Governing Body shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by, to the extent necessary, 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 in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the 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 transferred to the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due, taking into account any scheduled mandatory redemptions, and the fees and expenses of the Paying Agent.

If at any time said taxes are not collected in time to pay the principal of or interest on the Bonds 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 BOND PROCEEDS

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

- (a) Redemption Fund for Refunded Notes.
- (b) Debt Service Account for General Obligation Bonds, Series 2026-1 (within the Bond and Interest Fund).
- (c) Costs of Issuance Account for General Obligation Bonds, Series 2026-1.
- (d) Compliance Account.

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

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

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

Section 503. Application of Moneys in the Refunded Notes Redemption Fund. Moneys in the Refunded Notes Redemption Fund shall be paid and transferred to the Refunded Notes Paying Agent, with irrevocable instructions to apply such amount to the payment of the Refunded Notes on the Refunded Notes Redemption Date. Any moneys remaining in the Refunded Notes Redemption Fund not needed to retire the Refunded Notes shall be transferred to the Debt Service Account.

Section 504. 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 Bonds as and when the same become due and the usual and customary fees and expenses of the Bond Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Bonds and the fees and expenses of the Bond Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business

Day immediately preceding the dates when such principal, interest and fees of the Bond Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the 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 Bond Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Bonds entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the Bonds shall be transferred and paid into the Bond and Interest Fund.

Section 505. 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 other than the Redemption Fund may be invested in accordance with this Bond 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.

Section 506. 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 30 days prior to the first Stated Maturity of principal or one year after the date of issuance of the Bonds, shall be transferred to the Compliance Account or Debt Service Account.

Section 507. Application of Moneys in the Compliance Account. Moneys in the Compliance Account shall be used by the Issuer to pay fees and expenses relating to compliance with federal arbitrage law and state or federal securities laws. Any funds remaining in the Compliance Account on the sixth anniversary of the Issue Date shall be transferred to the Debt Service Account.

ARTICLE VI

DEFAULT AND REMEDIES

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

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the Issuer and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Bond 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 Bonds.

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

Section 603. Remedies Cumulative. No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Bonds by this Bond 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 Bonds 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.

Section 604. [Control of Remedies Upon an Event of Default and Event of Insolvency. Notwithstanding anything herein to the contrary, upon the occurrence and continuance of an Event of Default, the Bond Insurer, provided the Bond Insurance Policy is in full force and effect and the Bond Insurer shall not be in default thereunder, shall be entitled to control and direct the enforcement of all rights and remedies granted to the Owners under this Bond Resolution. Any reorganization or liquidation plan with respect to the Issuer must be acceptable to the Bond Insurer. In the event of any reorganization or liquidation, the Bond Insurer shall have the right to vote on behalf of all Owners who hold the Bonds insured by the Bond Insurer absent a default by the Bond Insurer under the applicable Bond Insurance Policy insuring such Bonds.]

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Bonds, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Bond Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Bond Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of or Redemption Price of said Bonds and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Bonds, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Bonds, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Bond Registrar to give such notice of redemption in compliance with *Article III* hereof. 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 Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Bond Resolution. [The Issuer shall notify the Bond Insurer of any defeasance under this Section.]

[Notwithstanding anything in this Bond Resolution to the contrary, in the event that the principal and/or interest due on the Bonds shall be paid by the Bond Insurer pursuant to the Bond Insurance Policy, the Bonds shall remain Outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Issuer and the covenants, agreements and other obligations of the Issuer to the Owners shall continue to exist and shall run to the benefit of the Bond Insurer, and the Bond Insurer shall be subrogated to the rights of such Owners.]

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 Bonds; 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 Bonds 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 Bonds pursuant to *Article VII* hereof or any other provision of this Bond Resolution until such time as is set forth in the Federal Tax Certificate.

ARTICLE IX

[PROVISIONS RELATING TO THE BOND INSURANCE POLICY

***[USE THE FOLLOWING FOR AG:**

Section 901. Payment Procedure Pursuant to Bond Insurance Policy. As long as the Bond Insurance Policy shall be in full force and effect, the Issuer and the Paying Agent agree to comply with the following provisions:

(a) If, on the Business Day prior to the related Stated Maturity there is not on deposit with the Paying Agent, after making all transfers and deposits required under the Bond Resolution, moneys sufficient to pay the principal of and interest on the Bonds due on such Stated Maturity, the Paying Agent shall give notice to the Bond Insurer and to the Insurer's Fiscal Agent by telephone or teletype of the amount of such deficiency by 1:00 p.m., New York City time, on such Business Day. If, on the related Stated Maturity, there continues to be a deficiency in the amount available to pay the principal of and interest on the Bonds due on such Stated Maturity, the Paying Agent shall make a claim under the Bond Insurance Policy and give notice to the Bond Insurer and the Insurer's Fiscal Agent (if any) by telephone of the amount of such deficiency, and the allocation of such deficiency between the amount required to pay interest on the Bonds and the amount required to pay principal on the Bonds, confirmed in writing to the Bond Insurer and the Insurer's Fiscal Agent by 1:00 p.m., New York City time, on such Stated Maturity by filling in the form of Notice of Claim and Certificate delivered with the Bond Insurance Policy.

(b) In the event the claim to be made is for a mandatory sinking fund redemption installment, upon receipt of the moneys due, the Paying Agent shall authenticate and deliver to affected Owners who surrender their Bonds a new Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond surrendered. The Paying Agent shall designate any portion of payment of principal on Bonds paid by the Bond Insurer, whether by virtue of mandatory sinking fund redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Bonds registered to the then current Owner, whether DTC or its nominee or otherwise, and shall issue a replacement Bond to the Bond Insurer, registered in the name of the Bond Insurer, in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Paying Agent's failure to so designate any payment or issue any replacement Bond shall have no effect on the amount of principal or interest payable by the Issuer on any Bond or the subrogation rights of the Bond Insurer.

The Paying Agent shall keep a complete and accurate record of all funds deposited by the Bond Insurer into the Policy Payments Account (as hereinafter defined) and the allocation of such funds to payment of interest on and principal paid in respect of any Bond. The Bond Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Paying Agent.

Upon payment of a claim under the Bond Insurance Policy the Paying Agent shall establish a separate special purpose trust account for the benefit of Owners referred to herein as the "Policy Payments Account" and over which the Paying Agent shall have exclusive control and sole right of withdrawal. The Paying Agent shall receive any amount paid under the Bond Insurance Policy in trust on behalf of Owners

and shall deposit any such amount in the Policy Payments Account and distribute such amount only for purposes of making the payments for which a claim was made. Such amounts shall be disbursed by the Paying Agent to Owners in the same manner as principal and interest payments are to be made with respect to the Bonds under the sections hereof regarding payment of Bonds. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments.

Funds held in the Policy Payments Account shall not be invested by the Paying Agent and may not be applied to satisfy any costs, expenses or liabilities of the Paying Agent.

Any funds remaining in the Policy Payments Account following a Stated Maturity date shall promptly be remitted to the Bond Insurer.

(c) The Bond Insurer shall, to the extent it makes any payment of principal of or interest on the Bonds, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Bond Insurance Policy.

(d) The Issuer agrees to pay or reimburse the Bond Insurer any and all charges, fees, costs and expenses which the Bond Insurer may reasonably pay or incur in connection with (1) the administration, enforcement, defense or preservation of any rights or security in respect of the Bond Resolution, (2) the pursuit of any remedies under the Bond Resolution or otherwise afforded by law or equity, (3) any amendment, waiver or other action with respect to, or related to, the Bond Resolution whether or not executed or completed, (4) the violation by the Issuer of any law, rule or regulation, or any judgment, order or decree applicable to it or (5) any litigation or other dispute in connection with the Bond Resolution or the transactions contemplated thereby, other than amounts resulting from the failure of the Bond Insurer to honor its obligations under the Bond Insurance Policy. The Bond Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of the Bond Resolution.

(e) Payments required to be made to the Bond Insurer shall be payable solely from the taxes levied pursuant to *Article IV* hereof and shall be paid (1) prior to an Event of Default, to the extent not paid from the Debt Service Account, and (2) after an Event of Default, with respect to amounts other than principal and interest on the Bonds, on the same priority as payments to the Paying Agent for expenses. The obligations to the Bond Insurer shall survive discharge or termination of the Bond Resolution.

(f) The Bond Insurer shall be entitled to pay principal or interest on the Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Issuer (as such terms are defined in the Bond Insurance Policy) and any amounts due on the Bonds as a result of acceleration of the maturity thereof in accordance with this Bond Resolution, whether or not the Bond Insurer has received a Notice (as defined in the Bond Insurance Policy) of Nonpayment or a claim upon the Bond Insurance Policy.

Section 902. Consent of the Bond Insurer. Any provision of this Bond Resolution expressly recognizing or granting rights in or to the Bond Insurer may not be amended in any manner which affects the rights of the Bond Insurer hereunder without the prior written consent of the Bond Insurer.

The Bond Insurer's consent shall be required in addition to Owner consent, when required, for the execution and delivery of any supplemental resolution, or any amendment, supplement or change to or modification of other documents relating to the security for the Bonds; removal or substitution of the Paying Agent; or approval of any action or document requiring approval of the Owners.

The Bond Insurer shall be deemed to be the sole Owner of the Bonds insured by it for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that the Owners of the Bonds insured by it are entitled to take pursuant to this Bond Resolution.

Section 903. Notices to the Bond Insurer.

(a) While the Bond Insurance Policy is in effect, the Issuer shall, in addition to the other notice requirements contained in this Bond Resolution, furnish to the Bond Insurer:

(1) As soon as practicable after the filing thereof, a copy of any financial statement, audit and/or annual report of the Issuer;

(2) A copy of any notice to be given to the Owners, including, without limitation, notice of any redemption of or defeasance of Bonds, and any certificate rendered pursuant to this Bond Resolution relating to the security for the Bonds;

(3) Notice of an Event of Default within five business days after the occurrence of such event; and

(4) such additional information as the Bond Insurer may reasonably request.

(b) The Issuer shall notify the Bond Insurer of any failure of the Issuer to provide relevant notices, certificates, etc.

(c) The Issuer will permit the Bond Insurer to discuss the affairs, finances and accounts of the Issuer or any information the Bond Insurer may reasonably request regarding the security for the Bonds with appropriate officers of the Issuer. The Issuer will permit the Bond Insurer to have access to and to make copies of all books and records relating to the Bonds at any reasonable time.

(d) The Bond Insurer shall have the right to direct an accounting at the Issuer's expense, and the Issuer's failure to comply with such direction within thirty (30) days after receipt of written notice of the direction from the Bond Insurer shall be deemed an Event of Default hereunder; provided, however, that if compliance cannot occur within such period, then such period will be extended so long as compliance is begun within such period and diligently pursued, but only if such extension would not materially adversely affect the interests of any Owner.

(e) Notwithstanding any other provision of this Bond Resolution, the Issuer shall immediately notify the Bond Insurer if at any time there are insufficient moneys to make any payments of principal and/or interest as required and immediately upon the occurrence of any Event of Default hereunder.

(f) In each case in which notice or other communication to the Bond Insurer refers to an Event of Default or with respect to which failure on the part of the Bond Insurer to respond shall be deemed to constitute consent or acceptance, then a copy of such notice or other communication shall also be sent to the attention of General Counsel and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

Section 904. Third Party Beneficiary. To the extent that this Bond Resolution confers upon or gives or grants to the Bond Insurer any right, remedy, or claim under or by reason of this Bond Resolution, the Bond Insurer is hereby explicitly recognized as being a third-party beneficiary hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder.

Section 905. Parties Interested Herein. Nothing in this Bond Resolution, expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the Issuer, the Bond Insurer, the Paying Agent and the Owners, any right, remedy or claim under or by reason of this Bond Resolution, or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Bond Resolution contained by and on behalf of the Issuer shall be for the sole and exclusive benefit of the Issuer, the Paying Agent, the Bond Insurer and the Owners of the Bonds.

Section 906. Suspension of Bond Insurer's Rights. Rights of the Bond Insurer to direct or consent to actions granted under this Bond Resolution shall be suspended during any period in which the Bond Insurer is in default in its payment obligations under the Bond Insurance Policy (except to the extent of amounts previously paid by the Bond Insurer and due and owing to the Bond Insurer) and shall be of no force or effect in the event the Bond Insurance Policy is no longer in effect or the Bond Insurer asserts that the Bond Insurance Policy is not in effect or the Bond Insurer shall have provided written notice that it waives such rights.]*

****[USE THE FOLLOWING FOR BAM:**

Section 907. Payment Procedure Pursuant to Bond Insurance Policy. As long as the Bond Insurance Policy shall be in full force and effect, the Issuer and the Paying Agent agree to comply with the following provisions:

(a) In the event that principal and/or interest due on the Bonds shall be paid by the Bond Insurer pursuant to the Bond Insurance Policy, the Bonds shall remain outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Issuer, the assignment and pledge of the trust estate and all covenants, agreements and other obligations of the Issuer to the registered owners shall continue to exist and shall run to the benefit of the Bond Insurer, and the Bond Insurer shall be subrogated to the rights of such registered owners including, without limitation, any rights that such owners may have in respect of securities law violations arising from the offer and sale of the Bonds.

(b) In the event that on the second (2nd) business day prior to the payment date on the Bonds, the Paying Agent has not received sufficient moneys to pay all principal of and interest on the Bonds due on the second (2nd) following business day, the Paying Agent shall immediately notify the Bond Insurer or its designee on the same business day by telephone or electronic mail, of the amount of the deficiency.

(c) If any deficiency is made up in whole or in part prior to or on the payment date, the Paying Agent or Trustee shall so notify the Bond Insurer or its designee.

(d) In addition, if the Paying Agent has notice that any Bondholder has been required to disgorge payments of principal of or interest on the Bonds pursuant to a final, non-appealable order by a court of competent jurisdiction that such payment constitutes an avoidable preference to such Bondholder within the meaning of any applicable bankruptcy law, then the Paying Agent shall notify the Bond Insurer or its designee of such fact by telephone or electronic mail, or by overnight or other delivery service as to which a delivery receipt is signed by a person authorized to accept delivery on behalf of the Bond Insurer.

(e) The Paying Agent shall irrevocably be designated, appointed, directed and authorized to act as attorney-in-fact for holders of the Bonds as follows:

(1) If there is a deficiency in amounts required to pay interest and/or principal on the Bonds, the Paying Agent or Trustee shall (i) execute and deliver to the Bond Insurer, in form satisfactory to the Bond Insurer, an instrument appointing the Bond Insurer as agent for such holders of the Bonds in any legal proceeding related to the payment of and an assignment to the Bond Insurer of the claims for interest on the Bonds, (ii) receive as designee of the respective

holders (and not as Paying Agent) in accordance with the tenor of the Bond Insurance Policy payment from the Bond Insurer with respect to the claims for interest so assigned, and (iii) disburse the same to such respective holders; and

(2) If there is a deficiency in amounts required to pay principal of the Bonds, the Paying Agent shall (i) execute and deliver to the Bond Insurer, in form satisfactory to the Bond Insurer, an instrument appointing the Bond Insurer as agent for such holder of the Bonds in any legal proceeding related to the payment of such principal and an assignment to the Bond Insurer of the Bond surrendered to the Bond Insurer (but such assignment shall be delivered only if payment from the Bond Insurer is received), (ii) receive as designee of the respective holders (and not as Paying Agent) in accordance with the tenor of the Bond Insurance Policy payment therefore from the Bond Insurer, and (iii) disburse the same to such holders.

(f) Payments with respect to claims for interest on and principal of Bonds disbursed by the Paying Agent from proceeds of the Bond Insurance Policy shall not be considered to discharge the obligation of the Issuer with respect to such Bonds, and the Bond Insurer shall become the owner of such unpaid Bond and claims for the interest in accordance with the tenor of the assignment made to it under the provisions of the preceding paragraph (e) or otherwise.

(g) Irrespective of whether any such assignment is executed and delivered, the Issuer and the Paying Agent shall agree for the benefit of the Bond Insurer that:

(1) They recognize that to the extent the Bond Insurer makes payments directly or indirectly (*e.g.*, by paying through the Paying Agent), on account of principal of or interest on the Bonds, the Bond Insurer will be subrogated to the rights of such holders to receive the amount of such principal and interest from the Issuer, with interest thereon, as provided and solely from the sources stated in the transaction documents and the Bonds; and

(2) They will accordingly pay to the Bond Insurer the amount of such principal and interest, with interest thereon as provided in the transaction documents and the Bonds, but only from the sources and in the manner provided therein for the payment of principal of and interest on the Bonds to holders, and will otherwise treat the Bond Insurer as the owner of such rights to the amount of such principal and interest.

Section 908. Notices to the Bond Insurer.

(a) While the Bond Insurance Policy is in effect, the Issuer shall, in addition to the other notice requirements contained in this Bond Resolution, furnish to the Bond Insurer:

(1) As soon as practicable after the filing thereof, a copy of any financial statement, audit and/or annual report of the Issuer;

(2) A copy of any notice to be given to the Owners, including, without limitation, notice of any redemption of or defeasance of Bonds, and any certificate rendered pursuant to this Bond Resolution relating to the security for the Bonds;

(3) Copies of any filings or notices required to be given by the Issuer pursuant to the Disclosure Undertaking;

(4) Notice of an Event of Default within five business days after the occurrence of such event; and

(5) Such additional information as the Bond Insurer may reasonably request.

(b) The Issuer shall notify the Bond Insurer of any failure of the Issuer to provide relevant notices, certificates, etc.

(c) Notwithstanding any other provision of this Bond Resolution, the Issuer shall immediately notify the Bond Insurer if at any time there are insufficient moneys to make any payments of principal and/or interest as required and immediately upon the occurrence of any Event of Default hereunder.

Section 909. Third Party Beneficiary. The Bond Insurer is explicitly recognized as and shall be deemed to be a third-party beneficiary of this Bond Resolution and may enforce any right, remedy or claim conferred, given or granted thereunder.

Section 910. Suspension of Bond Insurer's Rights. Rights of the Bond Insurer to direct or consent to actions granted under this Bond Resolution shall be suspended during any period in which the Bond Insurer is in default in its payment obligations under the Bond Insurance Policy (except to the extent of amounts previously paid by the Bond Insurer and due and owing to the Bond Insurer) and shall be of no force or effect in the event the Bond Insurance Policy is no longer in effect or the Bond Insurer asserts that the Bond Insurance Policy is not in effect or the Bond Insurer shall have provided written notice that it waives such rights.]***

ARTICLE X

CONTINUING DISCLOSURE REQUIREMENTS

Section 1001. Disclosure Requirements. The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, the provisions of which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

Section 1002. Failure to Comply with Continuing Disclosure Requirements. In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section. [The Purchaser or Beneficial Owner shall provide a copy of any such demand or notice to the Bond Insurer.] Notwithstanding any other provision of this Bond Resolution, failure of the Issuer to comply with its covenants contained in the preceding section shall not be considered an Event of Default under this Bond Resolution.

ARTICLE XI

MISCELLANEOUS PROVISIONS

Section 1101. 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 [, and a duplicate copy of the audit shall be mailed to the Bond Insurer]. 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 Bonds, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the Governing Body shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Bond Resolution, the Issuer shall promptly cure such deficiency.

Section 1102. Amendments. The rights and duties of the Issuer and the Owners, and the terms and provisions of the Bonds or of this Bond Resolution, may be amended or modified at any time in any respect by ordinance or resolution of the Issuer with the written consent of [the Bond Insurer and] the Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by [the Bond Insurer and] such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

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

Any provision of the Bonds or of this Bond Resolution may, however, be amended or modified by ordinance or resolution duly adopted by the Governing Body at any time in any legal respect with the written consent of [the Bond Insurer and] the Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Bond 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 Bonds among Improvements, to provide for Substitute Improvements,] to conform this Bond 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. [AG: Copies of any amendments shall be provided to each Rating Agency at least 10 days prior to the effective date thereof.][BAM: Copies of any amendments which are consented to by the Bond Insurer shall be provided to Standard & Poor's.]

Every amendment or modification of the provisions of the Bonds or of this Bond Resolution, to which the written consent of the [Bond Insurer and the] Owners is given, as above provided, shall be expressed in a resolution or ordinance adopted by the Governing Body amending or supplementing the provisions of this Bond Resolution and shall be deemed to be a part of this Bond Resolution. A certified copy of every such amendatory or supplemental ordinance or resolution, if any, and a certified copy of this Bond Resolution shall always be kept on file in the office of the Clerk, [shall be delivered to the Bond Insurer] and shall be made available for inspection by the Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Bond Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental ordinance or resolution or of this Bond 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 ordinance or resolution of the Issuer hereinabove provided for, duly certified, as well as proof of any required consent to such modification by [the Bond Insurer and] the Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

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

Section 1103. Notices, Consents and Other Instruments by Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Bond 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 Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

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

Section 1104. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Bond 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[and the Bond Insurer]. The Issuer, the Paying Agent[, the Bond Insurer] 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 1105. Electronic Transactions. The transactions described in this Bond Resolution may be conducted, and documents related to the Bonds 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 1106. Further Authority. The officers and officials of the Issuer, including the Mayor, Finance Director 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 Bond 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 1107. Severability. If any section or other part of this Bond 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 Bond Resolution.

Section 1108. Governing Law. This Bond Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1109. Effective Date. This Bond Resolution shall take effect and be in full force from and after its adoption by the Governing Body.

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ADOPTED by the City Council on May 5, 2026.

(SEAL)

Mayor

ATTEST:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Bond Resolution of the Issuer adopted by the Governing Body on May 5, 2026, as the same appears of record in my office.

DATED: May 5, 2026.

Clerk

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**EXHIBIT A
(FORM OF BONDS)**

**REGISTERED
NUMBER __**

**REGISTERED
\$**

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

**UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF SEDGWICK
CITY OF VALLEY CENTER
GENERAL OBLIGATION BOND
SERIES 2026-1**

**Interest
Rate:**

**Maturity
Date:**

**Dated
Date: May 28, 2026**

CUSIP:

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Valley Center, in the County of Sedgwick, State of Kansas (the “Issuer”), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to the Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on June 1 and December 1 of each year, commencing June 1, 2027 (the “Interest Payment Dates”), until the Principal Amount has been paid.

Method and Place of Payment. The principal or redemption price of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent” and “Bond Registrar”). The interest payable on this Bond on any Interest Payment Date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Bond 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 Bond Register or at such other

address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Bonds by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Bonds 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 Bond Resolution.

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

Authorization of Bonds. This Bond is one of an authorized series of Bonds of the Issuer designated “General Obligation Bonds, Series 2026-1,” aggregating the principal amount of \$5,080,000* (the “Bonds”) issued for the purposes set forth in the Ordinance of the Issuer authorizing the issuance of the Bonds and the Resolution of the Issuer prescribing the form and details of the Bonds (collectively the “Bond Resolution”). The Bonds 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. 14-570 *et seq.*, as amended by Charter Ordinance No. 27-2009, as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

General Obligations. The Bonds 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 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 Bonds as the same become due.

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

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

in accordance with existing arrangements among the Issuer, the Bond Registrar and the Securities Depository.

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

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Bond 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 Bond have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the Issuer, including this series of bonds, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Issuer has caused this Bond 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 VALLEY CENTER, KANSAS

(Facsimile Seal)

By: _____ (facsimile)
Mayor

ATTEST:

By: _____ (facsimile)
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of a series of General Obligation Bonds, Series 2026-1, of the City of Valley Center, Kansas, described in the within-mentioned Bond Resolution.

Registration Date: May 28, 2026

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

By _____

Registration Number: 4362-087-052826-____

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 Bonds:

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

(PRINTED LEGAL OPINION)

[STATEMENT OF INSURANCE

[**AG:** Assured Guaranty Inc. (“AG”) has delivered its municipal bond insurance policy (the “Policy”) with respect to the scheduled payments due of principal of and interest on this Bond to the Treasurer of the State of Kansas, Topeka, Kansas, or its successor, as paying agent for the Bonds (the “Paying Agent”). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from AG or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this Bond acknowledges and consents to the subrogation rights of AG as more fully set forth in the Policy.]

[**BAM:** Build America Mutual Assurance Company (“BAM”) has delivered its municipal bond insurance policy (the “Policy”) with respect to the scheduled payments due of principal of and interest on this Bond to the Treasurer of the State of Kansas, Topeka, Kansas, or its successor, as paying agent for the Bonds (the “Paying Agent”). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from BAM or the Paying Agent. All payments required to be made under the Bond Insurance Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents (i) to the subrogation and all other rights

of BAM as more fully set forth in the Bond Insurance Policy and (ii) that upon the occurrence and continuance of a default or an event of default under the Bond Resolution or this Bond, BAM shall be deemed to be the sole owner of the Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the owners of the Bonds or the trustee, paying agent, registrar or similar agent for the benefit of such owners under the Bond Resolution, at law or in equity.]]

BOND ASSIGNMENT

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

(Name and Address)

(Social Security or Taxpayer Identification No.)

the Bond to which this assignment is affixed in the outstanding principal amount of \$_____, standing in the name of the undersigned on the books of the Bond Registrar. The undersigned do(es) hereby irrevocably constitute and appoint _____ as agent to transfer said Bond on the books of said Bond Registrar with full power of substitution in the premises.

Dated _____

Name

Social Security or
Taxpayer 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 SEDGWICK)

The undersigned, Clerk of the City of Valley Center, Kansas, does hereby certify that the within Bond has been duly registered in my office according to law as of May 28, 2026.

WITNESS my hand and official seal.

(Facsimile Seal)

By: _____
 (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 Bond has been filed in the office of the State Treasurer, and that this Bond was registered in such office according to law on May 28, 2026.

WITNESS my hand and official seal.

(Facsimile Seal)

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

OLD BUSINESS

A. DISCUSSION OF BRUSH PILE:

Public Works Director Eggleston will present Burn Permit Requirements.

- **Burn Permit Requirements**
- **Councilmember Daniels Research**

Burn Permit Requirements

1. The applicant is in legal control of the lot or parcel of land as herein described.
 2. Burning will be attended continuously by a competent person of legal age from the time of ignition to the time of extinguishment.
 3. Burning will not be permitted if the wind speed exceeds 15 miles per hour.
 4. a) FOR FIELD FIRES: a fire break (plowed or disked) of at least 20 feet on all sides of the area to be burned shall be provided.
b) FOR NON-FIELD FIRES: adequate clearance shall be provided from readily combustible materials (example: grass to be mowed) with material(s) to be burned located a minimum of 100 feet from any structure and 10 feet from any property line.
 5. Burning shall not create a smoke nuisance or hazard to neighboring properties or persons. Precautions shall be taken to assure confinement, intensity and size of said burn.
 6. Burning of any heavy smoke-producing material is strictly prohibited. This includes, but is not limited to: rubber tires, plastics, roofing, tar paper, old furniture, garbage, cloth or any petroleum base product.
 7. A garden hose or other fire extinguishing equipment must be available at the burn location.
 8. Burning shall be conducted one hour after sunrise to one hour before sunset (except agriculture and other specifically approved fires).
 9. This permit will be in the possession of the person doing the burning, for immediate inspection.
 10. There is no charge for agricultural or open burns.
- (4) A person shall not burn during inclement or foggy conditions or on very cloudy days, which are defined as days with more than 0.7 cloud cover and with a ceiling of less than 2,000 feet. (5) A person shall not burn during periods when surface wind speed is less than 5 mph or more than 15 mph.

The following information came straight from the staff in public works at our neighboring cities. They all were very kind and willing to share the information, and all admitted their brush pile is a constant challenge, but is very important to the community, so they all have found a way to manage it.

The questions asked were

1. Do you have a brush pile available for the community?
2. How often is it open?
3. How is it patrolled or managed? Onsite, remotely, or a blend?
4. What items are allowed?
5. How do you dispose of the pile?

City	Brush Pile Available	Hours / Schedule	Management / Monitoring	Allowed Items	Disposal Method	Cost / Notes
DeSoto	Yes	2nd–4th Saturdays (March–Nov), 8 AM–12 PM	Employee monitored onsite	Leaves, brush, grass clippings	Burn	~\$45/hr noted (likely labor/equipment)
Mulvane	Yes (call-in access)	City hours ~8–3, M–F S 9-1	Light oversight (not strict)	Brush leaves no grass clippings	Burn	Requires call too city hall name, address, phone to access public works employee has to meet and unlock gate

Maize	Yes	First Saturday of Month	Employee monitored city bill/ driver license to enter disabled or senior eligible for pick up monthly	All allowed	Hauled off	Annual total ~\$33,080 approx \$43 dollars an hour for monitoring on 1 Saturday/ month 8-1. Contractor hauls debris, pick-up available for senior disabled once a month.
Bashor	Yes	8-3 m-f or 8-12 sat	Honor system (no staff)	All allowed	Burn	Free

Andover monitors because costs are rising to keep contractors out. They are looking at installing a gate with driver's license linked to utility bill. Their council is discussing options for a pay to use per pick up load and for a trailer load. They are contemplating if could create a slush fund to have a free cleanup day in the spring for all residents with the income from the brush pile.

They are looking into a survey of city residents to get confirmation of willingness to pay for a monitored brush pile with cameras to save on employee costs. They agreed the upfront costs are a stumbling block.

Maize seems to have a system that is workable but still will cost money.

After having great conversations with our neighbors, it is evident that most think a brush pile is almost necessity in the minds of the residents. All are trying to come up with solutions to decrease staff time, keep costs down and provide a service.

As far as our community is concerned, it is a very useful service but can be costly and time-consuming.

The idea of opening on Saturdays from 8-12, adding cameras with signs and the ordinance on illegal dumping (we have an ordinance on illegal dumping, don't we? We Should!) may deter some illegal activity. Only open on Saturdays may also eliminate some commercial dumping, as many don't work on Saturday.

I agree with the Mayor, for now, until there can be more input from the community. Using a survey monkey put out to utility users, and more time for budgeting, most importantly until there is clarity on the actual costs of whatever the community is willing to support, be a gate, a disposal fee per utility, or a pay to use. For now, 1 day a month may be the best option.

OLD BUSINESS

RECOMMENDED ACTION

RECOMMENDED ACTION

No staff recommendation at this time.

OLD BUSINESS

B. BID AWARD FOR ABATEMENT MOWING:

Community Development Director Fiedler will announce the bid award for abatement mowing.

- **Memo**
- **RFP Document**
- **Proposal Submission Form**
- **Bid Tabulation**
- **Notice of Acceptance**



May 5th, 2026

To: Mayor Truman & Council Members

From: Kyle Fiedler, Community Development Director

Subject: Abatement Mowing/ Debris Removal

BACKGROUND

In 2024 the City sought bids for mowing and abatement services the contractor selected was renewed for the 2025 season. That contractor has since moved out of state and a new RFP was issued in early April, 2026. This RFP encompassed the mowing and debris clean-up of nuisance properties.

RECOMMENDATION

The City advertised bids for just over 2 weeks and received one response. The respondent is a newer business in the area. Community Development Department recommends the selection of Haul & Order to perform abatement mowing & debris removal service for 2026.

FINANCIAL CONSIDERATION

Abatement services are paid by the City, the City then invoices the property owner(s). If an invoice is not paid, the City will have the amount assessed to the property, to be recovered through their tax bill.

ATTACHMENTS

- RFP Document
- Proposal Submission Form
- Bid Tabulation
- Notice of Acceptance

Sincerely, Kyle Fiedler, Community Development Director



REQUEST FOR PROPOSALS

2026 Abatement Mowing/Debris Removal Services

RFP Submission Deadline: April 24, 2026 12:00 PM

OVERVIEW

The City of Valley Center, Kansas (“City”) is requesting proposals from suitably qualified and experienced companies (“Bidders”) to provide nuisance abatement services within the City of Valley Center. The primary goal of the City is to correct identified violations of the City’s nuisance code occurring upon private property in a timely, courteous, and professional manner.

The City is requesting bids in association with Abatement of Properties categorized as Grade A, B, C, and D, such grades based upon the level of nuisance associated with the specific property. Project outcomes should all meet the standards set forth by the City. See Section 2.6 of this document for specifications of nuisance abatement. The Bidder must currently be in the business of providing mowing services work. All applicable federal, state, and local laws, ordinances and regulations must be adhered to. Services to commence upon execution of contract.

Bidders submitting a bid should review the requirements listed. Specifically, the selected contractor will be required to:

- Execute an Abatement Mowing/Debris Removal Service Agreement with the City of Valley Center
- Complete applicable forms and certifications
- Maintain General Liability Insurance (\$1,000,000 minimum); Workers Compensation Insurance (\$500,000) if qualified and business automobile liability (\$1,000,000) and furnish proof of such insurance

No bidder who is the recipient of Valley Center funds, or who proposes to perform any work or furnish any goods under this agreement shall discriminate against any worker, employee, applicant, or any member of the public because of race, color, sex, gender, sexual orientation, religion, age, marital status, national origin, veteran status, physical or mental disability or perceived disability, or other criteria protected by law.

Proposal must include a minimum of three professional references. These references should be attached to the Proposal Submission Form and include current contact information including name, address, telephone number, and email address.

Questions from bidders regarding this RFP shall be sent to Kyle Fiedler, Director of Community Development, at 316-755-7310, ext. 103 or kfiedler@valleycenterks.gov.

Completed proposals must be received no later than April 24, 2026, 12:00 PM and delivered to: City of Valley Center, City Hall, ATTN: City Clerk Amanda Park, 121 S. Meridian Ave., P.O.

Box 188; Valley Center, KS 67147, clearly marked “RFP –Abatement Mowing/Debris Removal.”

NOTE: The City reserves the right to reject all proposals. Proposals received after this deadline may be refused and deemed ineligible for consideration at the City’s sole discretion.

Selection of Contractor

The City of Valley Center reserves the right to accept a proposal and enter into an agreement as a result of the initial proposals received, or alternatively, it may elect to conduct negotiations with those Bidders as determined by the City, to be within an acceptable competitive range, or alternatively, to negotiate separately with any Bidders when it is determined to be in the best interest of the City. In addition, the City may request that Bidders provide a best and final offer. The City may negotiate any proposal or best and final offer at any time after the deadline for the submission of proposals.

The Bidder selected will be required to submit a Certificate of Insurance naming the City of Valley Center, KS as an additional insured, which will be reviewed by the City Administrator’s Office.

A contract will then be negotiated between the selected Bidder and the City, with each agreeing to the terms of the contract and affixing authorized signatures. The new contractor will be required to complete all forms and certifications if required by the City, State, and Federal governments. The City may reject any or all proposals and may waive informalities and minor irregularities in any proposal received.

Proposal Requirements and Examination of Work to be Performed

The bidder is required to thoroughly examine the request for proposal requirements and the work contemplated, and it will be assumed that the contractor has investigated and is satisfied as to the requirements. It is mutually agreed that submission of a request for proposal shall be considered prima facie evidence that the contractor has made such examination.

Before submitting the request for proposal, the Bidder shall examine the scope of work. By submitting a proposal, the bidder, if selected for award, shall be deemed to have accepted the terms of this RFP.

GENERAL INFORMATION

Section 1

This RFP contains instructions governing the content of the proposals and the format in which they are to be submitted. It does not attempt to define all the contract needs nor detail them. Rather, it is flexible and allows for the credentials of the contractor to be demonstrated in the areas of expertise necessary to the contract. There are mandatory requirements to be met, but should the contractor foresee the need for qualification of the effort or additional requirements, concise and relevant discussion is encouraged.

SCOPE OF SERVICES, BACKGROUND, AND PURPOSE

Section 2

This scope of work pertains to the requirements of abatement mowing and/or debris removal at various locations in the City. As part of the response to this RFP, Bidders if awarded, will be required to submit invoicing for completed work within 7 days of completion. The Bidder shall furnish all labor and materials necessary to perform the Abatement Mowing/Debris Removal Services in the RFP. Bidders shall complete all the tasks requested by the Code Enforcement Officer(s) prior to invoicing and will be subject to reinspection.

It shall be the Contractor's responsibility to verify the areas, sizes, and quantities of the areas requested to be abated according to determined lot size or quantity of debris on same as proposed in this RFP. Failure of the Bidder to verify the listed amounts shall not relieve the Bidder of the responsibility to provide all services required to the standards included herein, for the prices submitted in Bidder's proposal.

2.1 HOURS WHEN WORK IS TO BE PERFORMED

All work is to be performed Monday through Friday from 8:00 AM to 6:30 PM. No work shall be done on Saturday or Sunday without written permission from the City. The selected Bidder at times may need to be accompanied by a Code Enforcement Officer and will be informed prior to abatement. Scheduling of abatement in this case will be agreed upon prior to abatement.

STANDARDS AND SPECIFICATIONS

A. GENERAL STANDARDS

1. GUARANTEE AND REPLACEMENT

- a. Contractor shall replace, at no additional cost to the City, any turf, plant materials or any other City or private property damaged because of improper workmanship. Property damage must be repaired within two weeks of identification of damage.
- b. Contractor is not responsible for losses, repair or replacement of City or private property resulting from theft, extreme weather conditions, vandalism, vehicular incidents (other than Contractor's vehicles) or the acts of others over whom they have no reasonable control.

2. CONTRACTOR RESPONSIBILITIES

- a. Contractor will provide staff able to perform work at the highest standards. The City reserves the right to demand the replacement of Contractor's staff who do not meet the City's standards for safety, or professionalism,
- b. Contractor must provide an emergency contact list identifying the names, positions held, and phone numbers of key personnel.
- c. Attend meetings and/or site inspections of properties as requested.

2.2 DESCRIPTION OF PROJECT

In accordance with the City's efforts to address and correct health, safety, and welfare concerns within the City of Valley Center, the City desires to retain an identified Contractor for the purpose of providing abatement services upon identified properties. Abatement includes removal of weeds, trash, debris, limbs, brush, and other material in a timely, courteous, and professional manner. The quality of nuisance removal services is a necessary and critical element of fulfillment of an Abatement Agreement with City.

1. Direction to Abate: When a property is subject to abatement, the Community Development Director and/or designee [hereinafter "City's Representative"] will notify the Contractor during regular business hours by telephone, followed by e-mail, to provide the following:
 - a. Description of the nature of the nuisance.
 - b. Location of the property where the nuisance is located.
 - c. Description of where the nuisance is located on the property.
 - d. Description sufficient to positively identify the nuisance in question
 - e. Description of type and extent of service expected.
 - f. Any condition or circumstance known to the City which may require special equipment or handling.

Direct access to the Contractor shall be available to the City's Representative by telephone during regular business hours: Monday through Friday from 7:30 AM to 4:30 PM, excluding legal holidays.

Response time for all abatements shall not exceed (5) five business days, from the time of request, excluding legal holidays and weekends. Contractor shall inform the City for any reason if unable to respond to a request for abatement services, or unable to respond within the required time. In the event the Contractor fails to begin the abatement within the time prescribed, the City may secure the services of an alternate contractor. If an alternate contractor is retained and Contractor subsequently responds to such job, the Contractor will not be compensated for the overdue response.

2.3 SERVICES

The selected Contractor will provide the following service(s) to the City in association with Abatement Mowing/Debris Removal, including:

1. Mowing/trimming and edging of properties' grass and/or weeds higher than 8 inches in length
2. Removal of filth, excrement, lumber, brush, rocks, dirt, cans, paper, trash, metal, or any other offensive or disagreeable thing or substance thrown or left or deposited upon any private enclosure or lot, whether vacant or occupied
3. Any place, structure or substance which emits or causes to be emitted any offensive, disagreeable, noxious or nauseous odors

4. Removal of any unused, unattended, damaged, or abandoned items found or located upon any private enclosure or lot, whether vacant or occupied such items to include but not be limited to: iceboxes, refrigerators, freezers, washers, dryers, dishwashers, hot water heaters or similar devices or equipment, or signs
5. Removal of salvage material, industrial material, or commercial material
6. Removal of any piles or otherwise disorderly, un-stacked and/or accumulations of wood
7. Trimming and/or removal of dead trees and tree stumps still in the ground of a height of less than 20 feet above grade and no greater in diameter of 6 inches
8. Fill in and/or remove storm run-off water from abandoned swimming pools
9. Removal or trimming of overgrown shrubberies, vegetation or other obstacles that require a bush hog
10. Removal of household hazardous waste, as defined by KDHE, shall be included within standard abatement services if it can be lawfully disposed of by Contractor within Sedgwick County, including such items as paint cans and used motor oil
11. Other similar type projects

A. Standards of Service:

Contractor will meet the following standards in completing assigned Abatements:

1. Shall be available to respond to and abate all nuisances within (5) five business days of receiving a direction to abate from the City's Representative
2. Shall remove weeds in a manner that minimizes damage to any associated real or personal property
3. Shall remove debris and junk as directed by City's Representative using methods deemed most effective by Contractor, and which minimize any damage to other real or personal property Contractor will be responsible for any damage caused by their actions and must be immediately reported to the City's Representative
4. Shall dispose of all other materials in a lawful manner, at appropriate waste disposal facilities and apply any charges associated with disposal to the final billing submitted to City, such costs shall include mileage based on current Kansas Reimbursement Rates from City limits to the waste disposal facility
5. Unless otherwise agreed in writing, shall provide all equipment and materials necessary to carry out services described in this Agreement and shall bear all costs associated with such equipment
6. Shall collect and provide to City's Representative copies of all complaints and resolutions to complaints, compliments, comments and other information provided by property owners and the general public regarding the Abatement action or general comments
7. Shall choose the most efficient methods to be used to achieve full compliance with any direction to abate
8. Shall provide all necessary staff to complete abatements efficiently and within the established time frame
9. Shall limit abatement procedures to only property described in a written abatement assignment provided by City's Representative. Contractor shall not be compensated for work done not specifically identified within the written abatement assignment.

10. It is anticipated that the final step of any debris removal will be mowing and trimming at each site
11. Shall immediately report completion of an abatement assignment to the City's Representative for final inspection
12. Shall maintain communication with City's Representative throughout the term of any assigned abatement
13. Shall notify the City's Representative of any safety concerns associated with an assigned abatement, not generally associated with the services set forth in 1(A) above
14. Shall maintain communications with the City's Representative, including notification of when Contractor is on an abatement jobsite and when leaving an abatement jobsite throughout the course of an abatement

B. Excluded Services

1. Nuisance automobiles will not be an item subject to abatement within the terms of this RFP and subsequent Nuisance Abatement Agreement
2. Hazardous waste, as identified by the Kansas Department of Health and Environment (KDHE), will not be an item subject to abatement within the terms of this RFP and subsequent Nuisance Abatement Agreement Please note: Household hazardous waste, as identified by KDHE, that may be lawfully disposed of by Contractor within Sedgwick County, including such items as paint cans and used motor oil, are included within the scope of abatement services
3. Dead animals will not be an item subject to abatement within the terms of this RFP and subsequent Abatement Mowing/Debris Agreement

2.4 PRICING OF ABATEMENTS

Pursuant to the City's identified policies and regulations, the City will identify properties located within the City of Valley Center upon which unaddressed nuisance conditions exist that are injurious to the health, safety, and welfare of the community. After determining that the property owner is unable or unwilling to abate the identified nuisance condition(s), City will utilize Contractor's services to abate the nuisance condition(s). The City, acting through its City's Representatives, will notify the Contractor of a nuisance abatement job.

The City's Representative will arrange to meet Contractor at abatement site to clearly communicate, both verbally and within a written "abatement assignment", the site requiring remediation, and the remediation service(s) requested. City's Representative will determine with Contractor the applicable property grade and multiplier in conformance with Appendix A and include such determination within the written abatement assignment. City's Representative will determine with Contractor the applicable time frame within which the abatement assignment will be completed. The City's Representative will be available throughout any abatement assignment to provide necessary support and oversight services. The City's Representative will coordinate with other City departments to provide assistance as needed. The City's Representative will meet Contractor at abatement site to confirm the completion of the job, and that the job was completed within the anticipated time frame.

2.5 COMPENSATION

In consideration of the service(s) provided by Contractor for the City, the City shall cause payment to be made to Contractor as set forth herein. Contractor agrees that billings and payments shall be processed in accordance with established budgeting, purchasing, and accounting procedures of the City of Valley Center, Kansas. Billing shall be supported with documentation required by City including, but not necessarily limited to, an itemized bill. Payments shall be made to Contractor only in accordance with the Agreement, which shall incorporate this RFP by reference. City reserves the right to disallow reimbursement for any items or service billed by Contractor if City believes that any item or service was not provided to support the service(s) of the abatement or was outside the terms of the abatement. After approval, payments shall be mailed to Contractor's address as follows:

1. When billing for an abatement, Contractor must provide a price per grade based upon level of nuisance violations. Bidders will submit their proposed pricing on the Proposal Submission Form found in Section 3.
2. In the event the Contractor identifies additional problems upon the property during the abatement, he/she must contact the City's Representative prior to accruing any additional costs. Contractor is to provide a final bill within seven (7) business days of completion to the Community Development Department located at 545 W. Clay St., Valley Center, KS 67147 either by email or USPS. Such final bill invoicing shall be on a letterhead and include all receipts from disposal sites and any other receipts associated with the abatement for approval of payment.
3. Additional compensation shall only be approved if agreed to in writing prior to accruing such costs. The Community Development Director may allow for previously unapproved costs only if such costs were deemed to be associated with a critical emergency. Critical emergency would be an immediate danger to life, health and/or safety. If Contractor is dissatisfied with the decision of the Community Development Director concerning reimbursement for costs incurred without prior approval, Contractor may appeal the decision to the City Administrator. The determination of the City Administrator is final.

2.6 PROPERTY GRADES

1. Grade A Abatement – A property is considered grade A if it is free of all obstructions. Removal of fence panels may be necessary for mowers to operate on the property. Fence panels must be re-attached upon completion. The scope of services for grade A shall only include mowing and trimming of grass and/or weeds higher than eight (8) inches in length. The only equipment required for Grade A properties shall be mowers, trimmers and edgers.
2. Grade B Abatement – A property is considered grade B if it is free of major obstructions. Removal of fence panels may be necessary for equipment to operate on the property including mowers for grasses higher than 12 inches. Fence panels must be re-attached upon completion. Minor obstructions that cover 1% - 25% of the property including, but not limited to:
 - a. Filth, excrement, lumber, brush, rocks, dirt, cans, paper, trash, metal, lumber, automotive parts, construction material, rocks, concrete, and tree limbs metal or

- any other offensive or disagreeable thing or substance thrown or left or deposited upon any private enclosure or lot.
- b. Overgrown shrubberies, vegetation or other obstacles that require mowing. Removal and spraying of noxious weeds.
 - c. Unused, unattended, damaged, or abandoned items found or located upon any private enclosure or lot, whether vacant or occupied, including, such items to include, but shall not be limited to, iceboxes, refrigerators, freezers, washers, dryers, dishwashers, hot water heaters or similar devices or equipment, or signs.
 - d. Salvage material, industrial material, or commercial materials. Piles or otherwise disorderly, un-stacked and/or accumulations of wood.
 - e. Removal of household hazardous waste, as defined by KDHE, which can be disposed of within Sedgwick County, such as paint cans and used motor oil. Nonhousehold hazardous waste shall be remediated by KDHE as mandated by law, and outside the scope of this RFP.
3. Grade C Abatement – A property is considered grade C if any of the following exists: a moderate amount of debris including metal, lumber, automotive parts, construction material, rocks, concrete, branches, large tree limbs, overgrown shrubberies, vegetation or other obstacles that may impede services and require mowing of grasses/weeds higher than 12 inches' height. Moderate obstructions that cover 26% - 50% of the property including but not limited to:
- a. Filth, excrement, lumber, brush, rocks, dirt, cans, paper, trash, metal, lumber, automotive parts, construction material, rocks, concrete, and tree limbs metal or any other offensive or disagreeable thing or substance thrown or left or deposited upon any private enclosure or lot.
 - b. Overgrown shrubberies, vegetation or other obstacles that require mowing. o Removal and spraying of noxious weeds. Unused, unattended, damaged, or abandoned items found or located upon any private enclosure or lot, whether vacant or occupied, including, such items to include but shall not be limited to, iceboxes, refrigerators, freezers, washers, dryers, dishwashers, hot water heaters or similar devices or equipment, or signs.
 - c. Salvage material, industrial material, or commercial materials. Piles or otherwise disorderly, un-stacked and/or accumulations of wood
 - d. Removal of household hazardous waste, as defined by KDHE, which can be disposed of within Sedgwick County, such as paint cans and used motor oil. Non-household hazardous waste shall be remediated by KDHE as mandated by law and is outside the scope of this agreement.
4. Grade D Abatement – A property is considered grade D if it has any of the following characteristics: numerous obstructions including but not limited to metal, lumber, automotive parts, rocks, concrete, branches, large tree limbs, construction material significantly impeding equipment, including large mowers for grasses higher than 12 inches in length. Major obstructions that cover 51% or higher of the property including but not limited to:
- a. Requires multiple major obstructions.
 - b. Filth, excrement, lumber, brush, rocks, dirt, cans, paper, trash, metal, lumber, automotive parts, construction material, rocks, concrete, and tree limbs metal or

any other offensive or disagreeable thing or substance thrown or left or deposited upon any private enclosure or lot.

- c. Removal and spraying of noxious weeds. Unused, unattended, damaged, or abandoned items found or located upon any private enclosure or lot, whether vacant or occupied, including, such items to include but shall not be limited to, iceboxes, refrigerators, freezers, washers, dryers, dishwashers, hot water heaters or similar devices or equipment, or signs.
- d. Salvage material, industrial material, or commercial materials. Piles or otherwise disorderly, un-stacked and/or accumulations of wood.
- e. Removal of household hazardous waste, as defined by KDHE, which can be disposed of within Sedgwick County, such as paint cans and used motor oil. Nonhousehold hazardous waste shall be remediated by KDHE as mandated by law, and outside the scope of this agreement.
- f. Any item that is not moveable or is secured to the ground preventing its removal, including fallen trees, large rocks/boulders, sheds. Overgrown shrubberies, vegetation that require use of equipment heavier than a bush hog to remove or to cut, or to dig out of the ground.

Lot Size Multipliers

1. 0 to 10,000 square feet = (Standard City Lot) Will receive base bid per 'Property Grade'
2. 10,001 to 15,000 square feet = 1.5 X base bid
3. 15,001 to 20,000 square feet = 2 X base bid
4. 20,001 to 25,000 square feet = 2.5 X base bid
5. 25,001 or larger square feet = 3.0 X base bid

2.7 TIME FRAME

Contractor is required to abate requested site(s) as per Code Compliance notice within five (5) business days of notice either in writing or via email. While the selected Bidder will have a designated contract for calendar year 2026, based on satisfactory work, the City may offer an extension of said contract beyond December 31, 2026.

2.8 INSPECTIONS AND APPROVAL OF WORK

The designated City Representative(s) will enforce the standards of this contract.

2.9 CONTACT INFORMATION

Kyle Fiedler, Community Development Director
545 W. Clay St. Valley Center, KS 67147
316-755-7310, Ext. 103
kfiedler@valleycenterks.gov

Section 3

PROPOSAL SUBMISSION FORM
SIGNATURE AND BID SHEET

2026 ABATEMENT MOWING/DEBRIS REMOVAL FOR THE CITY OF VALLEY CENTER

Submission Deadline: **April 24, 2026 by 12:00 PM**

I/We hereby submit a proposal to furnish the services set forth within this Request for Proposal to Provide Services during the contract period in accordance with the specifications. I, the undersigned, hereby certify that I (we) do not have any real or substantial conflict of interest sufficient to influence the bidding process on this bid. A conflict of substantial interest, or the appearance thereof, is defined as any circumstance which would lead a reasonable person to believe a compromise of an open competitive bid process has occurred.

Legal Name of Person, Firm, or Corporation _____

Telephone _____

E-Mail _____

Mailing Address _____ City & State _____ Zip Code _____

FEIN Number _____

Signature _____ Date _____

Printed Name of Signature _____ Title _____

If awarded a contract and the primary contact will be other than above, indicate name, mailing address and telephone number below:

Name _____

Address _____ City & State _____ Zip Code _____

Telephone _____ E-Mail _____

Website _____

BID (please fill out the proposed cost/lot for each grade as described in Section 2.6):

GRADE	PROPOSED COST PER LOT
A	\$
B	\$
C	\$
D	\$

 Check if additional information is included on an attached sheet(s) as deemed necessary by bidder.

Attach requested three professional references to this form.

PROPOSAL SUBMISSION FORM
SIGNATURE AND BID SHEET

2026 ABATEMENT MOWING/DEBRIS REMOVAL FOR THE CITY OF VALLEY CENTER

Submission Deadline: **April 24, 2026 by 12:00 PM**

I/We hereby submit a proposal to furnish the services set forth within this Request for Proposal to Provide Services during the contract period in accordance with the specifications. I, the undersigned, hereby certify that I (we) do not have any real or substantial conflict of interest sufficient to influence the bidding process on this bid. A conflict of substantial interest, or the appearance thereof, is defined as any circumstance which would lead a reasonable person to believe a compromise of an open competitive bid process has occurred.

Legal Name of Person, Firm, or Corporation Haul and Order - Junk Removal Services
Telephone 316-369-0430
E-Mail haulandorderjunk@gmail.com
Mailing Address 423 Homewood Ln City & State Newton, KS Zip Code 67114
FEIN Number _____
Signature **Electronically Signed 4-24-26** Date _____
Printed Name of Signature Skyler Hinton Title _____

If awarded a contract and the primary contact will be other than above, indicate name, mailing address and telephone number below: Name _____
Address _____ City & State _____ Zip Code _____
Telephone _____ E-Mail _____
Website _____

BID (please fill out the proposed cost/lot for each grade as described in Section 2.6):

- GRADE PROPOSED COST PER LOT
A \$100.00
B \$150.00
C \$300.00
D \$375.00

X Check if additional information is included on an attached sheet(s) as deemed necessary by bidder. Attach requested three professional references to this form.



Bid Tab for 2026 Mowing/Debris Abatement Services

Company Name: Haul and Order	
Grade	Proposed Cost/Lot
A	\$100
B	\$150
C	\$300
D	\$375

Grade A Abatement – A property is considered grade A if it is free of all obstructions. Removal of fence panels may be necessary for mowers to operate on the property. Fence panels must be re-attached upon completion. The scope of services for grade A shall only include mowing and trimming of grass and/or weeds higher than eight (8) inches in length. The only equipment required for Grade A properties shall be mowers, trimmers, and edgers.

Grade B Abatement – A property is considered grade B if it is free of major obstructions. Removal of fence panels may be necessary for equipment to operate on the property including mowers for grasses higher than 12 inches. Fence panels must be re-attached upon completion. Minor obstructions that cover 1% - 25% of the property.

Grade C Abatement – A property is considered grade C if any of the following exists: a moderate amount of debris including metal, lumber, automotive parts, construction material, rocks, concrete, branches, large tree limbs, overgrown shrubberies, vegetation, or other obstacles that may impede services and require mowing of grasses/weeds higher than 12 inches’ height. Moderate obstructions that cover 26% - 50% of the property.

Grade D Abatement – A property is considered grade D if it has any of the following characteristics: numerous obstructions including but not limited to metal, lumber, automotive parts, rocks, concrete, branches, large tree limbs, construction material significantly impeding equipment, including large mowers for grasses higher than 12 inches in length. Major obstructions that cover 51% or higher of the property.



NOTICE OF ACCEPTANCE

To: Skyler Hinton – Haul and Order
Project Description: Abatement Mowing/ Debris Removal

The City has considered the bid submitted by you for the above-described works in response to its Request for Proposal dated April 24, 2026.

You are hereby notified that your proposal has been accepted for services as specified by the City in the bid proposal with the following pricing;

Grade	Cost per lot
A	\$100
B	\$150
C	\$300
D	\$375

You are required by the proposal to furnish the required Certificate of Insurance (COI) as well as an acknowledged copy of this Notice of Acceptance within ten (10) calendar days from the date of this Notice to you. You are also accepting of the expectations listed in the RFP.

If you fail to execute this acceptance and furnish the required COI within ten (10) calendar days from the date of this Notice, the City will be entitled to consider all your rights arising out of the City’s acceptance of your bid as abandoned. The City will be entitled to such rights as granted by law.

Dated 6th day of May 2026.

City of Valley Center, Kansas: _____
Mayor, James E. Truman

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Acceptance is hereby acknowledged on this _____ day of _____, 2026.

Name: _____; Title _____

Address: _____

OLD BUSINESS
RECOMMENDED ACTION

Should Council choose to proceed,

RECOMMENDED ACTION

Staff recommend approval of Haul and Order's bid and authorize Mayor or City Administrator to sign.

OLD BUSINESS

B. BID AWARD FOR CITY PROMOTIONAL SERVICES:

Community Development Director Fiedler will announce the bid award for City Promotional Services.

- **Memo**
- **RFP Document**
- **Proposal Submission Form**
- **Bid Tabulation**



May 5th, 2026

To: Mayor Truman & Council Members

From: Kyle Fiedler, Community Development Director

Subject: Community Promotion/ Advertising

BACKGROUND

In the 2026 budget, \$20,000 was specifically budgeted for marketing Valley Center and the numerous housing opportunities. In April 2026 the City requested proposals for promotional and advertising services from several companies. 2 proposals were received by the April 29th, 2026, deadline.

RECOMMENDATION

Both proposals include content creation, appropriate timelines for production and have very similar strategies for deploying advertisements.

KSN provided pricing for total number of expected impressions for the amount spent. KWCH provided pricing for expected impressions for the amount spent monthly. To be able to compare number of impressions to the price, staff determined the cost per impression based on bids and have listed that on the bid tab.

Community Development Department recommends the selection of KSN to perform promotional and advertising service for 2026 as we will be able to get more impressions from our ads in our budget. Staff recommend allocating \$18,000, on display, pre-roll and CTV advertisements, as this will give us more impressions than traditional commercials. Staff recommend using the remaining budget on select print publications and to place commercials on PBS. Staff also recommend that Council approve the City Administrator to enter into final agreements with KSN, which would confirm the exact distribution of funds into each strategy type.

FINANCIAL CONSIDERATION

Services provided will be within the budgeted amount for 2026.

ATTACHMENTS

- RFP Document
- Proposal Submission Form
- Bid Tabulation

Sincerely, Kyle Fiedler, Community Development Director



REQUEST FOR PROPOSALS

2026 Community Promotion/ Advertising

RFP Submission Deadline: April 29, 2026 5:00 PM

OVERVIEW

The City of Valley Center, Kansas (“City”) is requesting proposals from suitably qualified and experienced companies (“Bidders”) to provide City promotional and advertising opportunities. The primary goal of the City is to promote moving to Valley Center by highlighting the housing developments and incentives along with the City amenities.

The City is seeking a company to coordinate, produce, monitor and report on an advertising campaign centered around our housing opportunities, using multiple platforms to appeal to our target audience.

Proposal must include a minimum of three professional references, for similar campaigns. These references should be attached to the Proposal Submission Form and include current contact information including name, address, telephone number, and email address.

Questions from bidders regarding this RFP shall be sent to Kyle Fiedler, Director of Community Development, by April 28, 2026 at 5:00 pm at 316-755-7310, ext. 103 or kfiedler@valleycenterks.gov.

Completed proposals must be received no later than April 29, 2026, 5:00 PM and delivered to: City of Valley Center, City Hall, ATTN: City Clerk Amanda Park, 121 S. Meridian Ave., P.O. Box 188; Valley Center, KS 67147, clearly marked “RFP – Community Promotion.”

NOTE: The City reserves the right to reject all proposals. Proposals received after this deadline may be refused and deemed ineligible for consideration at the City’s sole discretion.

Selection of Contractor

The City of Valley Center reserves the right to accept a proposal and enter into an agreement as a result of the initial proposals received, or alternatively, it may elect to conduct negotiations with those Bidders as determined by the City, to be within an acceptable competitive range, or alternatively, to negotiate separately with any Bidders when it is determined to be in the best interest of the City. In addition, the City may request that Bidders provide a best and final offer. The City may negotiate any proposal or best and final offer at any time after the deadline for the submission of proposals.

A contract will then be negotiated between the selected Bidder and the City, with each agreeing to the terms of the contract and affixing authorized signatures. The new contractor will be

required to complete all forms and certifications if required by the City, State, and Federal governments. The City may reject any or all proposals and may waive informalities and minor irregularities in any proposal received.

Proposal Requirements and Examination of Work to be Performed

The bidder is required to thoroughly examine the request for proposal requirements and the work contemplated, and it will be assumed that the contractor has investigated and is satisfied as to the requirements. It is mutually agreed that submission of a request for proposal shall be considered prima facie evidence that the contractor has made such examination.

Before submitting the request for proposal, the Bidder shall examine the scope of work. By submitting a proposal, the bidder, if selected for award, shall be deemed to have accepted the terms of this RFP.

GENERAL INFORMATION

This RFP contains instructions governing the content of the proposals and the format in which they are to be submitted. It does not attempt to define all the contract needs nor detail them. Rather, it is flexible and allows for the credentials of the contractor to be demonstrated in the areas of expertise necessary to the contract. There are mandatory requirements to be met, but should the contractor foresee the need for qualification of the effort or additional requirements, concise and relevant discussion is encouraged.

SCOPE OF SERVICES, BACKGROUND, AND PURPOSE

The City of Valley Center has \$15,000-20,000 budgeted for marketing and promotional efforts for 2026, which will focus on the multiple housing developments and amenities the community has to offer, with attracting new residents to Valley Center. The City is seeking proposals that can provide the City with any combination of the following strategies:

- Display: Banner ads on websites, with focus on housing websites, e.g. realtor.com and Zillow.com
- Pre-Roll: skippable/un-skippable video ads before online content
- CTV: un-skippable video ads on internet connected TV screens, e.g. Hulu, Roku, etc.

The following can also be included in your proposal, but is not required:

- TVC: Television commercial or spot on traditional cable broadcast.

All items produced will become property of the City and copies shall be provided to the City for use at our discretion.

Target Audience

The City is looking to appeal to all genders, with a primary target of parents and grandparents (ages 30-65) of school-age children (ages 3-18).

Timeline

Proposals due April 29, 2026 at 5:00 pm.

Council will consider awarding bid May 5th.

City would like to see advertisements beginning within 6 weeks of award, this could be a phase approach.

Submission

The following items are required at minimum for inclusion in your submission:

- 1) Strategy proposed, number of estimated impressions, cost
 - a) These can be total over the entire campaign, or broken down monthly
 - b) Allow for a-la-carte selection of strategies
- 2) Timeline
 - a) Estimated timeline of production and implementation for each strategy
- 3) Demographics
 - a) Using our target audience, provide us with demographics you will use to guide our strategy placement
- 4) Tracking
 - a) How will you be reporting trends and impact to the City?
 - b) How frequently will you provide these reports?

Responsibilities

- 1) The winning Bidder will provide staff able to perform work at the highest standards. The City reserves the right to demand the replacement of Bidder's staff who do not meet the City's standards for safety, or professionalism,
 - a) Bidder must provide an emergency contact list identifying the names, positions held, and phone numbers of key personnel.
 - b) Attend meetings and/or site inspections of properties as requested.

CONTACT INFORMATION

Kyle Fiedler, Community Development Director
545 W. Clay St. Valley Center, KS 67147
316-755-7310, Ext. 103
kfiedler@valleycenterks.gov

PROPOSAL SUBMISSION FORM
SIGNATURE AND BID SHEET

2026 COMMUNITY PROMOTION/ ADVERTISING FOR THE CITY OF VALLEY CENTER

Submission Deadline: **April 29, 2026 by 5:00 PM**

I/We hereby submit a proposal to furnish the services set forth within this Request for Proposal to Provide Services during the contract period in accordance with the specifications. I, the undersigned, hereby certify that I (we) do not have any real or substantial conflict of interest sufficient to influence the bidding process on this bid. A conflict of substantial interest, or the appearance thereof, is defined as any circumstance which would lead a reasonable person to believe a compromise of an open competitive bid process has occurred.

Legal Name of Person, Firm, or Corporation _____

Telephone _____

E-Mail _____

Mailing Address _____ City & State _____ Zip Code _____

FEIN Number _____

Signature _____ Date _____

Printed Name of Signature _____ Title _____

If awarded a contract and the primary contact will be other than above, indicate name, mailing address and telephone number below:

Name _____

Address _____ City & State _____ Zip Code _____

Telephone _____ E-Mail _____

Website _____

BID (please fill out the proposed impressions and cost for each strategy and note if that is monthly or annually):

Strategy	Impressions	Cost
Display		\$
Pre-Roll		\$
CTV		\$
TVC		\$

Additional information is included on an attached sheet(s) should include:

- **Timeline**
- **Demographics**
- **Tracking**
- **Three references for similar campaigns**
- **Other information you determine to be pertinent for your proposal**

**PROPOSAL SUBMISSION FORM
SIGNATURE AND BID SHEET**

2026 COMMUNITY PROMOTION/ ADVERTISING FOR THE CITY OF VALLEY CENTER

Submission Deadline: **April 29, 2026 by 5:00 PM**

I/We hereby submit a proposal to furnish the services set forth within this Request for Proposal to Provide Services during the contract period in accordance with the specifications. I, the undersigned, hereby certify that I (we) do not have any real or substantial conflict of interest sufficient to influence the bidding process on this bid. A conflict of substantial interest, or the appearance thereof, is defined as any circumstance which would lead a reasonable person to believe a compromise of an open competitive bid process has occurred.

Legal Name of Person, Firm, or Corporation David Lucero

Telephone 785-250-0160

E-Mail David.Lucero@KSN.com

Mailing Address 833 N Main St City & State Wichita/KS Zip Code 67203

FEIN Number _____

Signature  Date 4/28/26

Printed Name of Signature David Lucero Title Account Executive

If awarded a contract and the primary contact will be other than above, indicate name, mailing address and telephone number below:

Name _____

Address _____ City & State _____ Zip Code _____

Telephone _____ E-Mail _____

Website _____

BID (please fill out the proposed impressions and cost for each strategy and note if that is monthly or annually):

* Were not given flight dates.

* Once flight dates are dates are figured budget can

Strategy	Impressions	Cost
Display	444,000	\$ 4,000
Pre-Roll	182,000	\$ 4,000
CTV	152,000	\$ 5,000
TVC	Impressions based on programs bought	\$ 7,000

* Based off a duration of a \$20,000 budget.

Additional information is included on an attached sheet(s) should include:

be spread across a monthly schedule.

- Timeline
- Demographics
- Tracking

- Three references for similar campaigns
- Other information you determine to be pertinent for your proposal

PROPOSAL SUBMISSION FORM
SIGNATURE AND BID SHEET

2026 COMMUNITY PROMOTION/ ADVERTISING FOR THE CITY OF VALLEY CENTER

Submission Deadline: **April 29, 2026 by 5:00 PM**

I/We hereby submit a proposal to furnish the services set forth within this Request for Proposal to Provide Services during the contract period in accordance with the specifications. I, the undersigned, hereby certify that I (we) do not have any real or substantial conflict of interest sufficient to influence the bidding process on this bid. A conflict of substantial interest, or the appearance thereof, is defined as any circumstance which would lead a reasonable person to believe a compromise of an open competitive bid process has occurred.

Legal Name of Person, Firm, or Corporation KAREN HAGER ~ KWCH-TV ~ GRAY Digital MEDIA

Telephone DIRECT LINE (316) - 832- 4000 Cell Phone (316) 765 -1181

E-Mail Khager@KWCH.com

Mailing Address 2815 E 37th North City & State Wichita, Kansas Zip Code 67219

FEIN Number 04-3314494

Signature [Handwritten Signature] Date April 27, 2026

Printed Name of Signature Karen Hager Title Media Executive

If awarded a contract and the primary contact will be other than above, indicate name, mailing address and telephone number below:

Name _____

Address _____ City & State _____ Zip Code _____

Telephone _____ E-Mail _____

Website _____

BID (please fill out the proposed impressions and cost for each strategy and note if that is monthly or annually):

Strategy	Impresstions	Cost
Display	77,500	\$ 750
Pre-Roll	30,000/month	\$ 1,050
CTV	35,000/month	\$ 1,400/month
TVC	8,700	\$ 400 on month if

Decided on + Added Value on
NWCH

Additional information is included on an attached sheet(s) should include:

- Timeline
- Demographics
- Tracking
- Three references for similar campaigns
- Other information you determine to be pertinent for your proposal

Bid Tab for 2026 Promotion/Advertising Services

Company Name: KSN			
Strategy	Impressions	Cost	Cost per Impression
Display	444,000	\$4,000 total	\$.009
Pre-Roll	182,000	\$4,000 total	\$.022
CTV	152,000	\$5,000 total	\$.033
TVC	TBD based on commercial placement		

Company Name: KWCH – Gray Media			
Strategy	Impressions	Cost	Cost per Impression
Display	77,500	\$750/month	\$.010
Pre-Roll	30,000	\$1,050/month	\$.035
CTV	35,000	\$1,400/month	\$.040
TVC	8,700	\$400/month	

Strategy Definitions:

- Display: Banner ads on websites, with focus on housing websites, e.g. realtor.com and Zillow.com
- Pre-Roll: skippable/un-skippable video ads before online content
- CTV: un-skippable video ads on internet connected TV screens, e.g. Hulu, Roku, etc.

The following was asked to be included in proposals, but was not required:

- TVC: Television commercial or spot on traditional cable broadcast.

OLD BUSINESS

RECOMMENDED ACTION

B. BID AWARD FOR CITY PROMOTIONAL SERVICES:

Should Council choose to proceed,

RECOMMENDED ACTION:

Staff recommend approval of KSN to provide Promotional services for 2026 and authorize the City Administrator to sign final agreements for distribution of fund for specific strategy types.

NEW BUSINESS

**A. APPROVAL OF SIGN WAIVER FOR VALLEY CENTER PURPLE
WAVE SWIM TEAM:**

Janet O'Donnell has requested a waiver to place signs in the right-of-way for 6 weeks for swim team registrations.

- Valley Center Swim Club Sign Request

To: Mayor and city council

From: Valley Center Purple Wave Swim Team

RE: Sign regulation Dear Mayor Truman and city council

Valley Center Purple Wave Swim Team hosted a registration event for the 2026 season.

We request that the city council waive the city's sign regulations regarding the placement of signs in public rights-of-way until May 31st to remind residents to sign up.

The Purple Wave Swim Team will place 12 yard signs around the community to alert residents. This would allow us to continue to get the word out about our team sign up for summer swim team.

Thank you for your consideration. Janet O'Donnell, treasurer of the Valley Center Purple Wave Swim Team, 316-210-7337, 705 S Abilene Ave.

NEW BUSINESS

RECOMMENDED ACTION

**A. APPROVAL OF SIGN WAIVER FOR VALLEY CENTER PURPLE
WAVE SWIM TEAM:**

Should Council choose to proceed

RECOMMENDED ACTION

Staff recommend approval to waive the placement in public right-of-way of sign regulations for the Valley Center Purple Wave Swim Team for 6 weeks prior to end on May 31, 2026.

NEW BUSINESS

B. 2026 ROADWAY UPGRADE SERVICES:

Public Works Director Eggleston to present 2026 Roadway Upgrade Services.

- City Council Memo
- Bid Tabulation
- Proposal Submission Form



May 5, 2026

To: Mayor Truman & Members of Council

From: Rodney Eggleston – Public Works Director

Subject: Approval of 2026 Roadway Upgrade Services proposal.

BACKGROUND

This RFP is proposing a full-depth replacement (excavate, proper base material, 5 or 7 inches of asphalt) from 69th street south to the RR tracks.

We received 3 proposals for this RFP and a bid tabulation is attached.

PROPOSAL

City staff are recommending approval of the proposal for 7-inch asphalt surface from Pearson Construction.

FINANCIAL CONSIDERATION

This cost will be taken from the system improvement line item in the Streets budget.

SUMMARY

City staff are recommending approval of the proposal for 7-inch asphalt surface from Pearson Construction. And authorize the mayor to sign.

Sincerely,
Rodney Eggleston
Public Works Director

Date	Event
April 7, 2026	RFP approval to issue
April 8, 2026	RFP issued
April 15, 2026, 5 PM.	Last day for respondents to submit written questions
April 20, 2026, 5 PM.	Final day responses to questions will be provided
April 23, 2026, 4 p.m.	Proposals due
April 28, 2026, 10 a.m.	Bid opening at Valley Center City Hall
May 5, 2026, 7 p.m.	Proposal selected at City Council meeting

SECTION 3

PROPOSAL SUBMISSION FORM

2026 City of Valley Center Roadway Upgrade Services

- 1. COMPANY NAME Pearson Construction LLC
- 2. ADDRESS (Home Office) 2901 N Mead St Wichita, Ks 67219
- 3. TELEPHONE NUMBER (office) 316-263-3100 (cell) N/A
- 4. NUMBER OF FULL-TIME EMPLOYEES 231
- 5. OWNERSHIP
 - Sole Proprietor
 - Other – Please Specify Corporation
 - Limited Partnership

PROPOSAL PRICES. Fixed prices for all requirements identified in Section 2 Scope of Services. Pricing submitted in this portion must be fully inclusive of all anticipated costs of the RFP and shall include all costs for management, supervision, labor, and material associated with the RFP. The base bid includes the locations and scope of services identified in Section 2.

Bid submission must also include an additional page(s) that itemizes service costs by location, service type, unit price and extended price for each application.

Pricing to comply with Section 2 Scope of Services of this RFP for locations identified. This is the base bid for **Roadway Upgrade Services**: Prices are to be “Not to exceed”

Total Cost – 5-inch asphalt surface
\$446,023.00

Total Cost – 7-inch asphalt surface
\$539,318.00



Signature of Authorized Representative

Kurt Cornejo, President

Name/Title of Authorized Representative

4-23-26

Date



2901 N. Mead
 Wichita, KS 67219
 p: (316) 263-3100
 f: (316) 263-3071
 www.pearsonconstructionllc.com

To: City of Valley Center	Contact: Rodney Eggleston
Address: 116 S. Park Valley Center, KS 67147	Phone:
	Fax:
Project Name: Valley Center - 2026 Roadway Upgrade Services	Bid Number: 2604-016
Project Location: Seneca St, From 69th Go South To RR Tracks, Valley Center, KS	Bid Date: 4/23/2026
Addendum #: 2	

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Group 1 - 5" HMA					
1	Remove Existing Roadway/Excavate For Pavement (5")	11,295.00	SY	\$8.00	\$90,360.00
2	6" Crushed Concrete Base, Reinf.	11,295.00	SY	\$8.00	\$90,360.00
3	5" Asphalt Pavement	10,250.00	SY	\$21.00	\$215,250.00
4	Traffic Control	1.00	LS	\$7,500.00	\$7,500.00
5	Mobilization	1.00	LS	\$10,000.00	\$10,000.00
6	Seeding/Erosion Control (Including SWPPP)	1.00	LS	\$27,760.00	\$27,760.00
7	Striping	1.00	LS	\$4,793.00	\$4,793.00
Total Price for above Group 1 - 5" HMA Items:					\$446,023.00

Group 2 - 7" HMA					
8	Remove Existing Roadway/Excavate For Pavement (7")	11,295.00	SY	\$9.00	\$101,655.00
9	6" Crushed Concrete Base, Reinf.	11,295.00	SY	\$8.00	\$90,360.00
10	7" Asphalt Pavement	10,250.00	SY	\$29.00	\$297,250.00
11	Traffic Control	1.00	LS	\$7,500.00	\$7,500.00
12	Mobilization	1.00	LS	\$10,000.00	\$10,000.00
13	Seeding/Erosion Control (Including SWPPP)	1.00	LS	\$27,760.00	\$27,760.00
14	Striping	1.00	LS	\$4,793.00	\$4,793.00
Total Price for above Group 2 - 7" HMA Items:					\$539,318.00

Notes:

- Sales tax excluded
- Inspection and Materials Testing by Owner
- Barricades / traffic control excluded
- The above price is good for 30 days.
- Acknowledge Addendum 1-2
- All base bid items are tied unless otherwise noted or discussed prior to bid opening.
- Any items of work not specifically listed in this proposal are excluded.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Pearson Construction, LLC</p> <p>Authorized Signature: _____</p> <p>Estimator: Micaiah Bergeron 316-640-7866</p>
--	--

NEW BUSINESS

RECOMMENDED ACTION

B. 2026 ROADWAY UPGRADE SERVICES:

Should Council choose to proceed

RECOMMENDED ACTION

City staff are recommending approval of the proposal for 7-inch asphalt surface from Pearson Construction and approve the mayor to sign.

NEW BUSINESS

C. Temporary Construction Easement Lot 3 Block A Valley Creek 4th Add.:

Public Works Director Eggleston to present Temporary Construction Easement Lot 3 Block A Valley Creek 4th Add.

- Council Letter
- Valley Creek LLC Temporary Construction Easement Offer to Purchase Letter
- Valley Creek Temporary Construction Map



Title: Request for Approval of Temporary Construction Easement Offer Letter – Lot 3, Block A, Valley Creek Addition

May 5, 2026

Dear Members of the Valley Center City Council,

I am writing to formally request the approval of the Temporary Construction Easement Acquisition offer letter for Lot 3, Block A, Valley Creek Addition.

In accordance with legal requirements and ethical standards, it is imperative to ensure that property owners affected by such acquisitions receive fair compensation for the use of their land.

By approving this offer, the City Council will not only demonstrate its commitment to upholding the property owners' rights but also facilitate the smooth progress of this portion of the Water Treatment Plant project for the benefit of our community.

The offer letter needs to be signed by the mayor in order maintain KDOT audit compliance.

Thank you for your attention to this request.

PROJECT: G2023-3

DATE: 5/5/2026

COUNTY: Sedgwick

DOCUMENT NO: 30216595

LOCATION: Lot 3, Block A, Valley Creek Estates 4th Addition, Valley Center, KS 67147

Dear Valley Creek LLC,

The City of Valley Center has approved a program for the construction and improvements of the above-mentioned project. To accomplish the anticipated improvements, it will be necessary to acquire certain real property as indicated on the engineering plan and more particularly described in the instruments which will be presented to you for signature(s), if you are receptive to the offer.

Based upon the fair market value of such real property, as determined by established procedures, the City of Valley Center is offering you the sum of one thousand, three hundred, thirty-two dollars and nine cents (\$1332.09) for your real property, which has been determined to be just compensation for your property, or the portion thereof to be acquired.

The amount quoted includes the following items:

Other easements, if any: Temporary Construction Easement 3249 Sq Ft

The above offer will not be altered unless additional value information or evidence is presented or otherwise becomes known to the City of Valley Center. In such a case, it will then be necessary to have an administrative review to determine if the offer should be changed. Should our offer not be acceptable to you, our only alternative under established procedure is to proceed under the laws of eminent domain (sometimes known as "condemnation" procedure).

In the event of either negotiation or condemnation, the landowner will be paid in the full amount of the negotiated settlement, or the amount of just compensation allowed by the court appraisers, prior to the time the City of Valley Center will require the landowner to vacate the property.

TOTAL COMPENSATION
AND MEASURE OF DAMAGES: \$ 1332.09

The City of Valley Center

BY: _____
Mayor – Jet Truman

Main Office
 2908 North Plum Street
 Hutchinson, KS 67502
 Office: (620) 665-7032
 Fax: (620) 663-7401

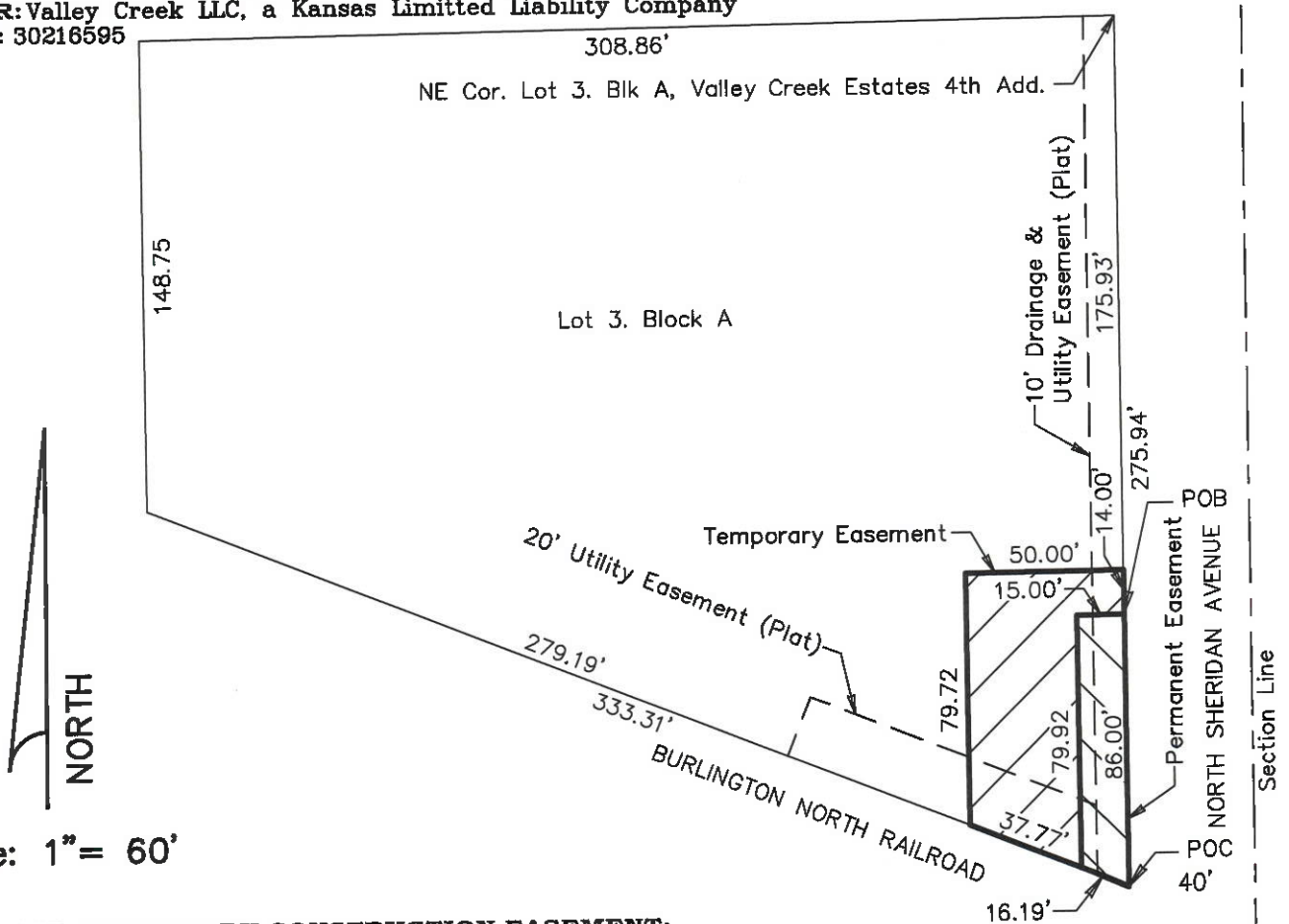


Garber Surveying Service, P.A.

Branch Offices
 Manhattan 785-320-4810
 McPherson 620-241-4441
 Newton 316-283-5053
 Salina 785-404-6302
 Wichita 316-260-9933

SURVEY FOR: BURNS & McDONNELL
OWNER: Valley Creek LLC, a Kansas Limited Liability Company
DOC.#: 30216595

Project No. G2023-3

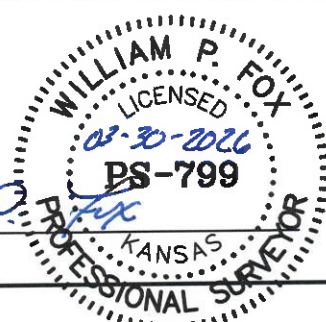


Scale: 1" = 60'

PROPOSED TEMPORARY CONSTRUCTION EASEMENT:

A Tract of land in Lot 3, Block A, Valley Creek Estates 4th Addition, Valley Center, Sedgwick County, Kansas, more particularly described by William P. Fox, Professional Surveyor #799, on March 30, 2026, as follows: Commencing at the Southeast corner of Lot 3, Block A, as platted in Valley Creek Estates 4th Addition, Valley Center, Sedgwick County, Kansas, Thence North on the East line of said Lot 3, Block A, for a distance of 86.00 feet to the Point of Beginning; Thence continuing North on the East line of said Lot 3, Block A, for a distance of 14.00 feet; Thence West, perpendicular to the East line of said Lot 3, Block A, for a distance of 50.00 feet; Thence South parallel with the East line of said Lot 3, Block A, for a distance of 79.72 feet to a point on the South line of said Lot 3, Block A; Thence Southeast on the South line of said Lot 3, Block A, for a distance of 37.77 feet; Thence North, parallel with and 15.00 feet West of the East line of said Lot 3, Block A, for a distance of 79.92 feet; Thence East perpendicular to the East line of said Lot 3, Block A, for a distance of 15.00 feet to the Point of Beginning. The described tract contains 3249 square feet, more or less.

Valley Center Raw Water Line
TRACT MAP
 Valley Center LLC.
 Valley Creek Estates 4th ADD.



William P. Fox
 William P. Fox PS# 799

Copyright © 2026 Garber Surveying Service, P.A. Saved 3/30/2026 11:11:45 AM by BPOK Plot Date & Time Monday, March 30, 2026 11:35:13 AM Draw Path: U:\A\007_GSS\BLS\2023\20230003_C26\Draw\20230003_Timed.dwg

NEW BUSINESS
RECOMMENDED ACTION

C. Temporary Construction Easement Lot 3 Block A Valley Creek 4th
Add.:

Should Council choose to proceed,

RECOMMENDED ACTION:

Staff recommend motion to approve Temporary Construction Easement in the amount of \$1,332.09 and approve the Mayor to sign.

NEW BUSINESS

D. Temporary Permanent Easement Lot 3 Block A Valley Creek 4th Add.:

Public Works Director Eggleston to present Temporary Construction Easement Lot 3 Block A Valley Creek 4th Add.

- Council Letter
- Valley Creek LLC Permanent Construction Easement Offer to Purchase Letter
- Valley Creek Permanent Construction Map



Title: Request for Approval of Permanent Easement Offer Letter – Lot 3, Block A, Valley Creek Addition

May 5, 2026

Dear Members of the Valley Center City Council,

I am writing to formally request the approval of the Permanent Easement Acquisition offer letter for Lot 3, Block A, Valley Creek Addition.

In accordance with legal requirements and ethical standards, it is imperative to ensure that property owners affected by such acquisitions receive fair compensation for the use of their land.

By approving this offer, the City Council will not only demonstrate its commitment to upholding the property owners' rights but also facilitate the smooth progress of this portion of the Water Treatment Plant project for the benefit of our community.

The offer letter needs to be signed by the mayor in order maintain KDOT audit compliance.

Thank you for your attention to this request.

PROJECT: G2023-3

DATE: 5/5/2026

COUNTY: Sedgwick

DOCUMENT NO: 30216595

LOCATION: Lot 3, Block A, Valley Creek Estates 4th Addition, Valley Center, KS 67147

Dear Valley Creek LLC,

The City of Valley Center has approved a program for the construction and improvements of the above-mentioned project. To accomplish the anticipated improvements, it will be necessary to acquire certain real property as indicated on the engineering plan and more particularly described in the instruments which will be presented to you for signature(s), if you are receptive to the offer.

Based upon the fair market value of such real property, as determined by established procedures, the City of Valley Center is offering you the sum of five hundred, seventy-two dollars and twenty-four cents (\$572.24) for your real property, which has been determined to be just compensation for your property, or the portion thereof to be acquired.

The amount quoted includes the following items:

Other easements, if any: Permanent Easement 1244 Sq Ft

The above offer will not be altered unless additional value information or evidence is presented or otherwise becomes known to the City of Valley Center. In such a case, it will then be necessary to have an administrative review to determine if the offer should be changed. Should our offer not be acceptable to you, our only alternative under established procedure is to proceed under the laws of eminent domain (sometimes known as "condemnation" procedure).

In the event of either negotiation or condemnation, the landowner will be paid in the full amount of the negotiated settlement, or the amount of just compensation allowed by the court appraisers, prior to the time the City of Valley Center will require the landowner to vacate the property.

TOTAL COMPENSATION
AND MEASURE OF DAMAGES: \$ 572.24

The City of Valley Center

BY: _____
Mayor – Jet Truman

Main Office
2908 North Plum Street
Hutchinson, KS 67502
Office: (620) 665-7032
Fax: (620) 663-7401

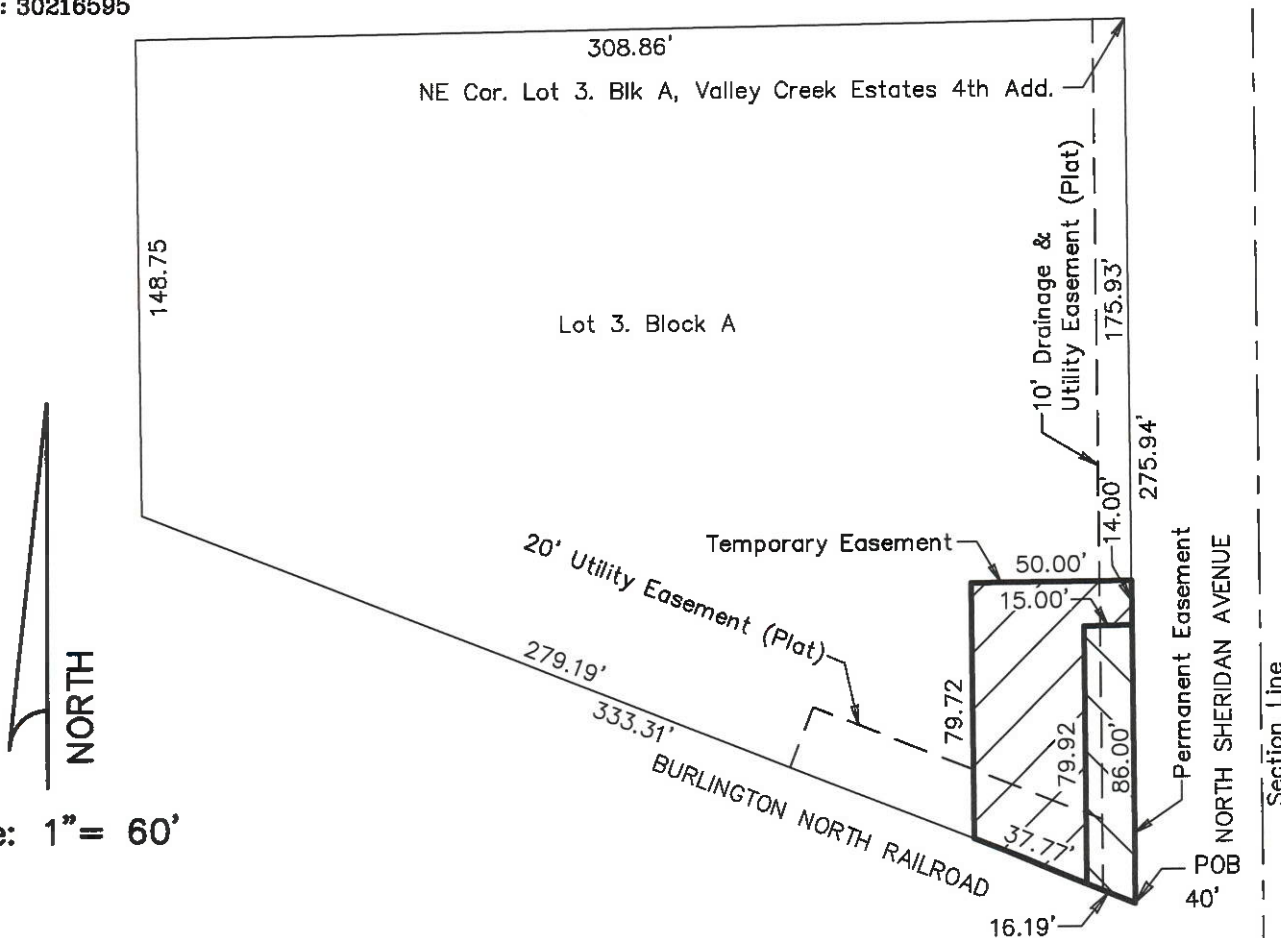


Garber Surveying Service, P.A.

Branch Offices
Manhattan 785-320-4810
McPherson 620-241-4441
Newton 316-283-5053
Salina 785-404-6302
Wichita 316-260-9933

SURVEY FOR: BURNS & McDONNELL
OWNER: Valley Creek LLC, a Kansas Limited Liability Company
DOC.#: 30216595

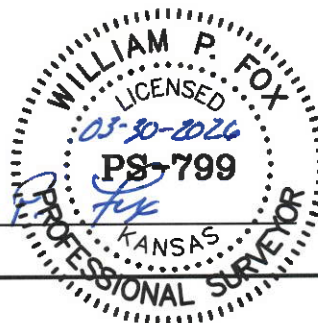
Project No. G2023-3



PROPOSED PERMANENT EASEMENT:

A Tract of land in Lot 3, Block A, Valley Creek Estates 4th Addition, Valley Center, Sedgwick County, Kansas, more particularly described by William P. Fox, Professional Surveyor #799, on March 30, 2026, as follows: Beginning at the Southeast corner of Lot 3, Block A, as platted in Valley Creek Estates 4th Addition, Valley Center, Sedgwick County, Kansas, Thence North on the East line of said Lot 3, Block A, for a distance of 86.00 feet; Thence West, perpendicular to the East line of said Lot 3, Block A, for a distance of 15.00 feet; Thence South parallel with the East line of said Lot 3, Block A, for a distance of 79.92 feet to a point on the South line of said Lot 3, Block A; Thence Southeast on the South line of said Lot 3, Block A, for a distance of 16.19 feet to the Point of Beginning. The described tract contains 1244 square feet, more or less.

Valley Center Raw Water Line
TRACT MAP
Valley Center LLC.
Valley Creek Estates 4th ADD.



William P. Fox
William P. Fox PS# 799

Copyright © 2026 Garber Surveying Service, P.A. Saved 3/30/2026 11:11:45 AM by BFUX
Prof. Date & Time Modified: March 30, 2026 11:43:23 AM Draw Path: U:\A\1070_GSS\1070_2023\2023-00003.dwg
GSS\1070_2023\2023-00003.dwg

NEW BUSINESS
RECOMMENDED ACTION

D. Temporary Permanent Easement Lot 3 Block A Valley Creek 4th Add.:

Should Council choose to proceed

RECOMMENDED ACTION

Staff recommend motion to approve Temporary Construction Easement in the amount of \$572.24 and approve the Mayor to sign.

NEW BUSINESS

E. Change Order #3 Water Treatment Plant:

Public Works Director Eggleston to present Change Order #3 for the raw water line at the Water Treat Plant.



Design-Build Change Order Form

For Use with DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder – Lump Sum* (2010 Edition) or DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee with an Option for A Guaranteed Maximum Price* (2010 Edition)

Change Order Number: Three (3)	Change Order Effective Date: (date when executed by both parties)
Project: Water Supply and Treatment Project Valley Center, Kansas	Design-Builder's Project No: 24163
Owner: City of Valley Center, Kansas	Date of Agreement: November 19, 2024
	Design-Builder: Burns & McDonnell / CAS Constructors, Valley Center Joint Venture

Approved cost proposal CP-7 and CP-8. The costs associated with this cost proposal are being funded from Owner Allowance that is already included in this contract.

Scope of the Change: CP-07 is funded by the Breakroom/Bathroom Casework Allowance.
CP-08 is funded by the Raw Water Line Allowance.

Original Contract Price:	\$ 19,734,790.00
Net Change by Previous Change Order No(s): 1 to: 3	\$ 0
This Change Order Increase/Decrease (attach breakdown):	\$ 0
New Contract Price:	\$ 19,734,790.00

Original Contract Substantial Completion Date: February 11, 2027

Adjustments by Change Order No(s) 1 to: 3 0 (calendar days)

This Change Order Contract Time Increase/Decrease: 0 (calendar days)

Revised Substantial Completion Date: February 11, 2027

By executing this Change Order, Owner and Design-Builder agree to modify the Agreement's Scope of Work, Contract Price and Contract Time as stated above. Upon execution, this Change Order becomes a Contract Document issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder*, (2010 Edition).

OWNER:

By: _____

Printed Name: _____

Title: _____

Date: _____

DESIGN-BUILDER:

By: [Signature]

Printed Name: TRAVIS STRYKER

Title: AUTHORIZED REPRESENTATIVE

Date: 3/26/26



BMCD / CAS Constructors JV
3500 SW Fairlawn Rd. Ste 200
Topeka, KS 66614

DATE : 2/16/2026

PROJECT : Valley Center Water Treatment Plant, Valley Center, KS
REFERENCE : CP-7
DESCRIPTION : Breakroom/Bathroom Casework

TIME EXTENSION REQUESTED CALENDAR DAYS

WORK SCOPE							
DESCRIPTION	QTY	UNIT	SUB-CONTRACTOR	UNIT MAT/EQUIP RATE	UNIT LABOR RATE	TOTAL MAT/EQUIP	TOTAL LABOR
Breakroom/Bathroom Casework PLAM Casework PLAM vanity		1 LS	\$18,375.00			\$0.00	\$0.00
WORK SCOPE SUBTOTALS			\$18,375.00			\$0.00	\$0.00

FIELD OVERHEAD							
(Field OH covered by current contract General Conditions for this change)							
DESCRIPTION	QTY	UNIT		UNIT MATERIAL RATE	UNIT LABOR RATE	TOTAL MATERIAL	TOTAL LABOR
SUPERINTENDENT		0 MH			\$65.00		\$0.00
ASST. SUPERINTENDENT		0 MH			\$62.50		\$0.00
FIELD OFFICE CLERK		0 MH			\$30.00		\$0.00
PROJECT MANAGER		0 MH			\$75.00		\$0.00
FIELD ENGINEER		0 MH			\$45.00		\$0.00
PROJECT ADMINISTRATOR		0 MH			\$32.00		\$0.00
*JOBSITE TRAILER 2% BARE LABOR	N/A	N/A				N/A	N/A
*JOBSITE PHONE 2% BARE LABOR	N/A	N/A				N/A	N/A
*JOBSITE ELECTRIC 2% OF BARE LABOR	N/A	N/A				N/A	N/A
*JOBSITE WATER 1.5% OF BARE LABOR	N/A	N/A				N/A	N/A
*SMALL TOOLS 10% BARE LABOR	N/A	N/A				N/A	N/A
*GENERAL CLEANING 1% BARE LABOR	N/A	N/A				N/A	N/A
*TEMPORARY TOILETS 1% BARE LABOR	N/A	N/A				N/A	N/A
*SAFETY EQUIPMENT 4 % OF BARE LABOR	N/A	N/A				N/A	N/A
*PICKUP TRUCKS 5% BARE LABOR	N/A	N/A				N/A	N/A
FIELD OVERHEAD SUBTOTALS						\$0.00	\$0.00

ADJUSTMENTS			
DESCRIPTION	RATE	UNIT	TOTALS
LABOR BURDEN-APPLIED TO BARE LABOR	0.0%		\$0.00
TOTAL LABOR (INCL APPLICABLE BURDEN)	-	-	\$0.00
TOTAL MATERIAL	-	-	\$0.00
TOTAL SUBCONTRACTS	-	-	\$18,375.00
TAX ON MATERIAL	0%		\$0.00
SUBCONTRACTOR BONDS	0.0%		\$0.00
SUBTOTALS			
GENERAL CONTRACTOR WORK	-	-	\$0.00
SUBCONTRACTORS WORK	-	-	\$18,375.00
SUBTOTAL			\$18,375.00
JV INSURANCE (GL /PL /UL /BR) (1.27%)	0%		\$0.00
OVERHEAD ON TOTAL	0%		\$0.00
FEE ON JV SELF PERFORM	0.00%		\$0.00
FEE ON SUBCONTRACTORS WORK	0.00%		\$0.00
SUBTOTAL			\$18,375.00
JV BOND (\$12.50/\$1,000)	\$ -	/1000	\$0.00
TOTAL THIS CHANGE			\$18,375.00
OFFER			\$18,370.00



BMcD / CAS Constructors JV
 3500 SW Fairlawn Rd. Ste 200
 Topeka, KS 66614

DATE : 3/9/2026

PROJECT : Valley Center Water Treatment Plant, Valley Center, KS
 REFERENCE : CP-8
 DESCRIPTION : Raw Water Line Allowance

TIME EXTENSION REQUESTED CALENDAR DAYS

WORK SCOPE							
DESCRIPTION	QTY	UNIT	SUB-CONTRACTOR	UNIT MAT/EQUIP RATE	UNIT LABOR RATE	TOTAL MAT/EQUIP	TOTAL LABOR
Raw Water Line HDD of 14" HDPE pipe: Sta. 1+20.00 to 30+18.42 Connection to existing 12" at Sta 1+20.00 Installation of air release valves/vaults Installation of all valves Installation of surge relief line including vault & riprap Testing & inspection Restoration to pre-construction standards		1 LS	\$808,650.00			\$0.00	\$0.00
Completion of Design			\$35,000.00				
Easement Acquisition			\$8,700.00				
WORK SCOPE SUBTOTALS			\$852,350.00			\$0.00	\$0.00

FIELD OVERHEAD							
(Field OH covered by current contract General Conditions for this change)							
DESCRIPTION	QTY	UNIT		UNIT MATERIAL RATE	UNIT LABOR RATE	TOTAL MATERIAL	TOTAL LABOR
SUPERINTENDENT		0 MH			\$65.00		\$0.00
ASST. SUPERINTENDENT		0 MH			\$62.50		\$0.00
FIELD OFFICE CLERK		0 MH			\$30.00		\$0.00
PROJECT MANAGER		0 MH			\$75.00		\$0.00
FIELD ENGINEER		0 MH			\$45.00		\$0.00
PROJECT ADMINISTRATOR		0 MH			\$32.00		\$0.00
*JOBSITE TRAILER 2% BARE LABOR	N/A	N/A				N/A	
*JOBSITE PHONE 2% BARE LABOR	N/A	N/A				N/A	
*JOBSITE ELECTRIC 2% OF BARE LABOR	N/A	N/A				N/A	
*JOBSITE WATER 1.5% OF BARE LABOR	N/A	N/A				N/A	
*SMALL TOOLS 10% BARE LABOR	N/A	N/A				N/A	
*GENERAL CLEANING 1% BARE LABOR	N/A	N/A				N/A	
*TEMPORARY TOILETS 1% BARE LABOR	N/A	N/A				N/A	
*SAFETY EQUIPMENT 4 % OF BARE LABOR	N/A	N/A				N/A	
*PICKUP TRUCKS 5% BARE LABOR	N/A	N/A				N/A	
FIELD OVERHEAD SUBTOTALS						\$0.00	\$0.00

ADJUSTMENTS			
DESCRIPTION	RATE	UNIT	TOTALS
LABOR BURDEN-APPLIED TO BARE LABOR	0.0%		\$0.00
TOTAL LABOR (INCL APPLICABLE BURDEN)	-	-	\$0.00
TOTAL MATERIAL	-	-	\$0.00
TOTAL SUBCONTRACTS	-	-	\$852,350.00
TAX ON MATERIAL	0%		\$0.00
SUBCONTRACTOR BONDS	0.0%		\$0.00
SUBTOTALS			
GENERAL CONTRACTOR WORK	-	-	\$0.00
SUBCONTRACTORS WORK	-	-	\$852,350.00
SUBTOTAL			\$852,350.00
JV INSURANCE (GL /PL /UL /BR) (1.27%)	0%		\$0.00
OVERHEAD ON TOTAL	0%		\$0.00
FEE ON JV SELF PERFORM	0.00%		\$0.00
FEE ON SUBCONTRACTORS WORK	0.00%		\$0.00
SUBTOTAL			\$852,350.00
JV BOND (\$12.50/\$1,000)	\$ -	/1000	\$0.00
TOTAL THIS CHANGE			\$852,350.00
OFFER			\$852,350.00

NEW BUSINESS

RECOMMENDED ACTION

E. Change Order #3 Water Treatment Plant:

Should Council choose to proceed

RECOMMENDED ACTION

Staff recommend approval to the change order #3 in the amount of \$18,275.00 and approve the mayor sign.

CONSENT AGENDA

- A. APPROPRIATION ORDINANCE – APRIL 28, 2026**
- B. POOL USE AGREEMENT WITH VCSC AND VCRC:**

RECOMMENDED ACTION:

Staff recommends motion to approve the Consent Agenda as presented.

VENDOR SET: 02 City of Valley Center
 BANK: APBK PEOPLES CHECKING
 DATE RANGE: 0/00/0000 THRU 99/99/9999

May 5, 2026 City Council Meeting71

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0004	JOHNSON AUTOMOTIVE							
I-202604184854	JOHNSON AUTOMOTIVE	R	4/24/2026	100.86		064455	O	100.86
0014	WICHITA WINWATER WORKS CO.							
I-202604204877	WICHITA WINWATER WORKS CO.	R	4/24/2026	119.16		064456	O	119.16
0050	CITY OF NEWTON							
I-202604204883	CITY OF NEWTON	R	4/24/2026	200.00		064457	O	200.00
0110	LKM - LEAGUE OF KANSAS MUNICIP							
I-202604184850	LKM - LEAGUE OF KANSAS MUNICIP	R	4/24/2026	50.00		064458	O	
I-202604204876	LKM - LEAGUE OF KANSAS MUNICIP	R	4/24/2026	15.00		064458	O	65.00
0150	AT&T MOBILITY							
I-202604184846	AT&T MOBILITY	R	4/24/2026	918.28		064459	O	918.28
0220	UNDERGROUND VAULTS & STORAGE							
I-202604194856	UNDERGROUND VAULTS & STORAGE	R	4/24/2026	386.88		064460	O	386.88
0285	KDHE -- ATTN.: PERMIT CLERK							
I-202604194860	KDHE -- ATTN.: PERMIT CLERK	R	4/24/2026	320.00		064461	O	320.00
0378	PEARSON CONSTRUCTION LLC							
I-202604184852	PEARSON CONSTRUCTION LLC	R	4/24/2026	55,023.29		064462	O	55,023.29
0498	BRYAN'S HEATING & AIR CONDITIO							
I-202604214891	BRYAN'S HEATING & AIR CONDITIO	R	4/24/2026	1,075.00		064463	O	1,075.00
0623	CORE & MAIN							
I-202604204874	CORE & MAIN	R	4/24/2026	378.35		064464	O	378.35
0639	ARMSCOR CARTRIDGE INCORPORATED							
I-202604204881	ARMSCOR CARTRIDGE INCORPORATED	R	4/24/2026	3,850.00		064465	O	3,850.00
0784	MERIDIAN ANALYTICAL LABS, LLC							
I-202604194861	MERIDIAN ANALYTICAL LABS, LLC	R	4/24/2026	544.00		064466	O	544.00
0807	GADES SALES CO, INC.							
I-202604204873	GADES SALES CO, INC.	R	4/24/2026	330.00		064467	O	330.00
0824	GALLS, LLC							
I-202604214888	GALLS, LLC	R	4/24/2026	415.68		064468	O	415.68

VENDOR SET: 02 City of Valley Center
 BANK: APBK PEOPLES CHECKING
 DATE RANGE: 0/00/0000 THRU 99/99/9999

May 5, 2026 City Council Meeting72

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0884	ENDURA							
I-202604184849	ENDURA	R	4/24/2026	214.92		064469	O	214.92
1005	ADT US HOLDINGS, INC							
I-202604204880	ADT US HOLDINGS, INC	R	4/24/2026	164.00		064470	O	164.00
1039	GRAINGER							
I-202604204875	GRAINGER	R	4/24/2026	67.76		064471	O	67.76
1078	FLEXIBLE BENEFIT SERVICE CORPO							
I-202604184855	FLEXIBLE BENEFIT SERVICE CORPO	R	4/24/2026	181.00		064472	O	181.00
1162	CUT RATES LAWN CARE LLC							
I-202604204884	CUT RATES LAWN CARE LLC	R	4/24/2026	5,830.00		064473	O	5,830.00
1190	THE YARD							
I-202604224892	THE YARD	R	4/24/2026	368.64		064474	O	368.64
1236	SHORT ELLIOT HENDRICKSON, INC.							
I-202604194862	SHORT ELLIOT HENDRICKSON, INC.	R	4/24/2026	23,438.25		064475	O	23,438.25
1240	UTILITY MAINTENANCE CONTRACTOR							
I-202604214886	UTILITY MAINTENANCE CONTRACTOR	R	4/24/2026	1,245.00		064476	O	1,245.00
1258	WILDCAT CONSTRUCTION CO., INC							
I-202604184848	WILDCAT CONSTRUCTION CO., INC	R	4/24/2026	895,190.66		064477	O	895,190.66
1266	HUTCHINSON COMMUNITY COLLEGE							
I-202604214887	HUTCHINSON COMMUNITY COLLEGE	R	4/24/2026	146.99		064478	O	146.99
1370	AT&T MOBILITY-CC							
I-202604184847	AT&T MOBILITY-CC	R	4/24/2026	191.25		064479	O	191.25
1392	WORKSTEPS, INC.							
I-202604184851	WORKSTEPS, INC.	R	4/24/2026	75.00		064480	O	75.00
1417	ACCESS SYSTEMS LEASING							
I-202604184853	ACCESS SYSTEMS LEASING	R	4/24/2026	791.39		064481	O	791.39
1482	GENERAL CODE							
I-202604204879	GENERAL CODE	R	4/24/2026	1,296.00		064482	O	1,296.00
1520	BAKER TILLY ADVISORY GROUP, LP							
I-202604214885	BAKER TILLY ADVISORY GROUP, LP	R	4/24/2026	5,250.00		064483	O	5,250.00

VENDOR SET: 02 City of Valley Center
 BANK: APBK PEOPLES CHECKING
 DATE RANGE: 0/00/0000 THRU 99/99/9999

May 5, 2026 City Council Meeting73

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1524	WICHITA PLANT SERVICES, LLC							
I-202604194857	WICHITA PLANT SERVICES, LLC	R	4/24/2026	2,279.45		064484	O	2,279.45
0032	AFLAC							
I-AF 202604014792	SUPPLEMENTAL INSURANCE	R	4/24/2026	71.17		064485	O	
I-AF 202604154841	SUPPLEMENTAL INSURANCE	R	4/24/2026	71.17		064485	O	
I-AFC202604014792	SUPPLEMENTAL INSURANCE	R	4/24/2026	72.31		064485	O	
I-AFC202604154841	SUPPLEMENTAL INSURANCE	R	4/24/2026	72.31		064485	O	
I-AFD202604014792	SUPPLEMENTAL INSURANCE	R	4/24/2026	68.41		064485	O	
I-AFD202604154841	SUPPLEMENTAL INSURANCE	R	4/24/2026	68.41		064485	O	
I-AFO202604014792	SUPPLEMENTAL INSURANCE	R	4/24/2026	62.01		064485	O	
I-AFO202604154841	SUPPLEMENTAL INSURANCE	R	4/24/2026	120.23		064485	O	606.02
0445	DELTA DENTAL OF KANSAS, INC.							
I-DDS202604014792	DENTAL INSURANCE	R	4/24/2026	243.23		064486	O	
I-DDS202604154841	DENTAL INSURANCE	R	4/24/2026	261.94		064486	O	
I-DEC202604014792	DENTAL INSURANCE	R	4/24/2026	401.83		064486	O	
I-DEC202604154841	DENTAL INSURANCE	R	4/24/2026	401.83		064486	O	
I-DES202604014792	DENTAL INSURANCE	R	4/24/2026	111.12		064486	O	
I-DES202604154841	DENTAL INSURANCE	R	4/24/2026	74.08		064486	O	
I-DFM202604014792	DENTAL INSURANCE	R	4/24/2026	683.43		064486	O	
I-DFM202604154841	DENTAL INSURANCE	R	4/24/2026	665.01		064486	O	2,842.47
0566	SURENCY LIFE AND HEALTH							
I-VEC202604014792	VISION INSURANCE	R	4/24/2026	7.93		064487	O	
I-VEC202604154841	VISION INSURANCE	R	4/24/2026	7.93		064487	O	
I-VMC202604014792	VISION INSURANCE	R	4/24/2026	78.12		064487	O	
I-VMC202604154841	VISION INSURANCE	R	4/24/2026	78.12		064487	O	
I-VME202604014792	VISION INSURANCE	R	4/24/2026	48.30		064487	O	
I-VME202604154841	VISION INSURANCE	R	4/24/2026	48.30		064487	O	
I-VMF202604014792	VISION INSURANCE	R	4/24/2026	185.57		064487	O	
I-VMF202604154841	VISION INSURANCE	R	4/24/2026	246.52		064487	O	
I-VMS202604014792	VISION INSURANCE	R	4/24/2026	40.48		064487	O	
I-VMS202604154841	VISION INSURANCE	R	4/24/2026	30.36		064487	O	771.63

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	33	1,004,676.93	0.00	1,004,676.93
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 02 BANK: APBK TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
	33	1,004,676.93	0.00	1,004,676.93

VENDOR SET: 03 City of Valley Center
 BANK: APBK PEOPLES CHECKING
 DATE RANGE: 0/00/0000 THRU 99/99/9999

May 5, 2026 City Council Meeting74

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0010	JEREMIAH C. KIRK							
I-202604194859	JEREMIAH C. KIRK	R	4/24/2026	270.00		064488	O	270.00
0157	KYLE FIEDLER							
I-202604194858	KYLE FIEDLER	R	4/24/2026	591.92		064489	O	591.92

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	2	861.92	0.00	861.92
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 03 BANK: APBK TOTALS:	2	861.92	0.00	861.92
BANK: APBK TOTALS:	35	1,005,538.85	0.00	1,005,538.85
REPORT TOTALS:	35	1,005,538.85	0.00	1,005,538.85

SELECTION CRITERIA

VENDOR SET: * - All
VENDOR: ALL
BANK CODES: All
FUNDS: All

CHECK SELECTION

CHECK RANGE: 064455 THRU 064489
DATE RANGE: 0/00/0000 THRU 99/99/9999
CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99
INCLUDE ALL VOIDS: YES

PRINT OPTIONS

SEQUENCE: CHECK NUMBER

PRINT TRANSACTIONS: YES
PRINT G/L: NO
UNPOSTED ONLY: NO
EXCLUDE UNPOSTED: NO
MANUAL ONLY: NO
STUB COMMENTS: NO
REPORT FOOTER: NO
CHECK STATUS: YES
PRINT STATUS: Outstanding

CONSENT AGENDA

A. APPROPRIATION ORDINANCE:

Below is the proposed Appropriation Ordinance for April 28, 2026, as prepared by City Staff.

April 28, 2026 Appropriation

Peoples Bank \$ 1,005,538.85

CONSENT AGENDA

B. POOL USE AGREEMENT WITH VCSC AND VCRC:

- Pool Use Agreement

City of Valley Center – Valley Center Recreation Commission – Valley Center Swim Club

POOL-USE AGREEMENT

This Agreement is made and entered into as of this 12 day of April, 2026 by and between the **City of Valley Center, Kansas (hereinafter known as City)**, **Valley Center Recreation Commission (hereinafter known as VCRC)**, and the **Valley Center Swim Club (hereinafter known as VCSC)**.

WHEREAS, The **City** owns and allows **VCRC** to operate the Lions Park Pool Facility commonly known as Lions Park Swimming Pool, located at 255 E. Allen, Valley Center, KS; and

WHEREAS, The Lions Park Pool Facility (hereinafter known as **LPP**) consists of a pool, two (2) diving boards, climbing wall and a double tube slide;

WHEREAS, “necessary appurtenances” are defined as the showers, restrooms, shelter, storage closet and parking lot;

WHEREAS, **VCSC** desires to obtain the right to use of **LPP** for swim practices and up to three (3) home league swim meets and the **City & VCRC** are willing to permit the same upon the terms and conditions provided for herein.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the **City, VCRC** and **VCSC** agree as follows:

- I. **City & VCRC** agrees and does hereby allow **VCSC** use of the pool and diving boards and necessary appurtenances for said swim practices, commencing on the Monday designated as Memorial Day and continuing through the third Wednesday in July (July 15th 2026). Practices shall be on days and times as specified by **VCRC**. The terms hereof shall apply to the practice and meet dates and facilities specified within this Agreement as “Exhibit A” only for the year of 2026.
- II. Any additional practice or meet times must be negotiated separately with the Director of **VCRC** or designee. **VCSC** agrees to allow the City and **VCRC** access to the pool area conjunctively with **VCSC** for any purposes related to cleaning, maintenance, pool preparation and water testing during **VCSC** practices.
- III. **City & VCRC** agree and do hereby allow **VCSC** use of the **LPP** and necessary appurtenances for home league meets on June 9th & 16th, and June 18th for a make-up meet. No meets are allowed at the **LLP** during the weeks of July 6th to July 17th. **LLP** is used for swim lessons during these evenings. **VCRC** agrees to close the pool to the public at 4:00 pm on June 9th, & 16th to allow **VCSC** to prepare for and conduct said meets. Due to City Ordinance / park curfew hours, all activities (including clean-up) shall be concluded by 11:00 p.m.
- IV. **VCSC** is allowed to operate its own concession stand at the **LPP** Facility during the swim meets; **VCSC** shall be responsible for cleaning the concession area at the conclusion of the event. Additionally, **VCSC** may place a grill outside the fence for use associated with concession operation. A vehicle may be used to unload/load the grill but may not be parked on the grass during the meet. **VCSC** may rent the “pool BBQ grill” for swim meets and their pool party at the designated rental rate.

- V. **VCSC** agrees to pay **VCRC** an annual fee of one thousand eight hundred dollars (\$1,800.00) for use of the facility. The fee shall be paid prior to May 1st every year this Agreement is in effect, commencing May 1, 2026. In the event pool keys are not returned to **VCRC** by August 5, 2026, **VCSC** will be invoiced the amount of two-hundred fifty dollars (\$250.00).
- VI. If needed, **VCSC** will be responsible for renting/obtaining bleachers and canopies for the swim meets. The **City** will allow the canopies in the grass but the canopies cannot block any walking paths. Driving or parking on the grass will not be allowed.
- VII. **VCRC** shall be responsible for providing three (3) staff member to be on-site for all **VCSC** home meets. The staff member will be present at all times to monitor the facility, and see it is used in a safe manner. **VCRC** will provide and will pay such staff members' wages.
- VIII. During all practices of **VCSC** there shall be at least one individual present at all times that is actively scanning, currently certified as a lifeguard to monitor the pool, the facility, and see it is used in a safe manner. This excludes coaches being the certified lifeguard on duty. **VCRC** will audit **VCSC** at a minimum of once a week to ensure **VCSC** is running the pool and practice in a safe manner. If **VCSC** is in violation of safe practice deemed by the auditor, this will be considered a breach of contract and grounds of terminating contract and use of pool. **VCRC** will allow use of safety equipment including: Backboard, rescue tube, AED, and First aid supplies. If any of these items are lost, stolen or damaged in any way- **VCSC** will be responsible for replacement and pool will need to be closed until all safety items are restored. **VCSC** will be responsible for providing their own hip packs, resuscitation masks and whistles.
- IX. The following general provisions shall be followed by the parties regarding the care and maintenance of the **City's** swimming pool facilities pursuant to this Agreement.
- A. **VCSC** is responsible for picking up the trash in and around the pool facility and parking lot and for emptying all trash cans into trash dumpster after all swim meets.
- B. **City** and/or **VCRC** will provide trash service and receptacles and will wash pool deck for home league meets.
- C. **VCSC** shall put out and take down lane ropes before and after each practice and swim meet.
- D. **VCRC** will make sure bathrooms are cleaned and restocked prior to any **VCSC** meet as described above. **VCRC** shall restock all toilet paper and paper towels and clean bathrooms after all swim meets.
- E. **VCSC** shall reimburse **City** or **VCRC** (whichever incurs actual costs) for total costs associated with damage to the pool and/or facility that exceed normal or routine maintenance requirements. Damage claims shall be jointly reviewed by **City** and/or **VCRC** and **VCSC** representatives to determine if the damage in question exceeds normal or routine maintenance requirements.
- F. All vehicles, including RV's, shall be parked in the parking lot. Overflow parking will be allowed on the street around the pool.

- G.** VCSC shall provide adequate personnel to supervise all activities, and prior to pool use shall provide VCRC contact information for all coaches (including names, addresses and telephone numbers and certification status) and VCSC Board Members prior to May 1, 2026.
- X.** VCSC shall provide the City & VCRC with proof of insurance, \$500,000 per occurrence / \$1,000,000 aggregate, naming the City and VCRC, jointly, as insured to cover pool, land, or liability for all League sanctioned activities. VCSC's insurance certificate must include the City of Valley Center as 3rd party insured.
- XI.** VCSC and its individual officers and members, hereby agree to defend, indemnify, and hold harmless City and/or VCRC for any damage to city property by any person or persons participating in or attending the Club sanctioned activities and to pay any costs of defense associated with claims brought against City or VCRC arising from, or related to, this Agreement and/or the activities covered hereunder, including reasonable attorney's fees.
- XII.** VCSC and its individual officers and members, hereby agree to relieve and discharge and release City and/or VCRC, its agents and employees from all responsibility for any injury, damage or loss to the property or person of any person participating in or attending the Club sanctioned activities and to indemnify and hold harmless the City, its agents and employees from any claim, lawsuits, etc. arising out of Club's use of the pool.
- XIII.** This agreement may be terminated at any time by mutual agreement, or by either party upon giving fourteen (14) days prior written notice of the cancellation to the other party.
- XIV.** This agreement may be modified, changed, or amended only as may be mutually agreed in writing between City, VCRC and VCSC. It is understood that this agreement supersedes and cancels any and all prior existing arrangement(s) between the parties hereto and their predecessors concerning the uses provided for herein.
- XV.** If any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of any such covenant, condition, or provision does not materially prejudice VCRC, VCSC or City in the respective rights and obligations contained in the valid covenants, conditions, or provisions in this agreement.
- XVI.** It is understood and agreed that VCSC shall not sell, sign or transfer any of its rights or privileges granted hereunder without the prior written consent of City and VCRC.

This agreement is hereby executed as of the date first above written.

CITY OF VALLEY CENTER, KANSAS

VALLEY CENTER SWIM CLUB

Jet Truman, Mayor

 4/12/26
Shane McPhail, President

ATTEST:

SEAL

VALLEY CENTER RECREATION COMMISSION

Kristi Carrithers, City Clerk


Blake Peniston, Director

STAFF REPORTS

A. Community Development Director Fiedler

B. Parks & Public Buildings Director Owings

C. Public Safety Director Newman

D. Public Works Director Eggleston

E. City Engineer- Scheer

F. City Attorney Arbuckle

G. Public Librarian Sharp

H. Finance Director Miller

I. City Clerk/HR Director Park

J. City Administrator Kastens

GOVERNING BODY REPORTS

A. Mayor Truman

B. Councilmember Colbert

C. Councilmember Scriven

D. Councilmember Reid

E. Councilmember Anderson

F. Councilmember Gregory

G. Councilmember Daniels

H. Councilmember Evans

I. Councilmember Stamm

ADJOURN