EL DORADO CITY COMMISSION - REGULAR MEETING AGENDA
CITY HALL – 220 E. FIRST AVENUE
August 5, 2024 - 5:30 PM

1. **Call to Order**
2. **Roll Call**
3. **Invocation** - Pastor Corey Landreth, Haverhill Real Life
4. **Pledge of Allegiance**

Proclamations and Recognition

5. National Night Out Proclamation

Personal Appearances. Personal appearances are opportunities for organizations or citizens to make special presentations before the City Commission. Such appearances are scheduled in advance of the meeting by calling City Clerk Emerald Ashlock at (316) 321-9100 by 5:00 pm the Tuesday preceding the meeting. Presentations are limited to ten minutes. Any presentation is for information purposes only; no action will be taken.

6. Main Street Quarterly Report

Public Comments. Persons who wish to address the City Commission regarding any matter that is under the jurisdiction of the City Commission may do so when called upon by the Mayor. Comments on personnel matters, matters pending in court, and land use matters are not permitted. Land use Public Hearings are held during Planning Commission meetings.

Consent Agenda *(Consent agenda items will be acted on by one motion unless a majority of the City Commission votes to remove an item for discussion and separate action.)*

7. City Commission Meeting Minutes from July 15, 2024.
8. Consideration of a Resolution adopting the 2024 Kansas Homeland Security Region G Hazard Mitigation Plan as the Hazard Mitigation Plan for the City of El Dorado.
9. Quarterly Financial Report

Old Business

10. None.

New Business

11. Consideration of a Resolution authorizing the sale of General Obligation Improvement Bonds, Series 2024-A, of the City of El Dorado, Kansas
12. Consideration of a Resolution authorizing the issuance, sale and delivery of General Obligation Temporary Notes, Series 2024-1

13. KDOT CCLIP SP-Central Ave (Haverhill to Jones) Agreement

14. Transportation Innovation Grant Award Agreement

15. Consideration of the Adoption of the Standard Traffic Ordinance and the Uniform Public Offense Code

Discussion Items

16. None.

Reports

17. City Commission and Advisory Board Updates

18. City Manager

Adjournment

19. Consideration of a motion to adjourn

EL DORADO
KANSAS

PROCLAMATION

THE CITY OF EL DORADO, KANSAS

WHEREAS the National Association of Town Watch (NATW) sponsors a unique, nationwide crime, drug, and violence prevention program entitled "National Night Out"; and

WHEREAS the 40th Annual National Night Out provides a unique opportunity for the City of El Dorado to join forces with thousands of other communities across the country in promoting cooperative, police-community crime prevention efforts; and

WHEREAS the residents of the City of El Dorado play a vital role in assisting the El Dorado Police Department through joint crime, drug, and violence prevention efforts in the City of El Dorado and are supporting National Night Out 2024 locally; and

WHEREAS it is essential that all citizens of the City of El Dorado be aware of the importance of crime prevention programs and the impact that their participation can have on reducing crime, drugs, and violence in the City of El Dorado; and

WHEREAS police-community partnerships, neighborhood safety, awareness, and cooperation are important themes of the National Night Out program;

NOW, THEREFORE, I, Bill Young do hereby recognize Tuesday, August 6th, 2024, as

NATIONAL NIGHT OUT

and I call this observance to the attention of all our citizens.

IN WITNESS THEREOF, I have hereto set my hand and caused the Official Seal of the City of El Dorado, Kansas to be affixed on the 5th day of August 2024.

_____
Mayor Bill Young

Seal

_____
Emerald Ashlock, City Clerk

EL DORADO CITY COMMISSION MEETING **July 15, 2024**

The El Dorado City Commission met in a regular session on July 15, 2024, at 5:30 p.m. in the Commission Room with the following present: Mayor Bill Young, Commissioner Kelly Tetrick, Commissioner Syndee Scribner, Commissioner Leon Leachman, Commissioner Kendra Wilkinson, and City Manager David Dillner.

VISITORS

Mike Holton	220 E 1st Ave	El Dorado, KS
Phil Benedict	El Dorado Chamber	El Dorado, KS
Tabitha Sharp	Assistant City Manager	El Dorado, KS
Scott Rickard	Director of Engineering	El Dorado, KS
Sarah Hoefgen	El Dorado Inc	El Dorado, KS
Tiya Ton	Kansas Oil Museum	El Dorado, KS
Jurdan Counts	Park Avenue Baptist	El Dorado, KS

CALL TO ORDER

Mayor Bill Young called the July 15, 2024, meeting to order.

INVOCATION

Pastor Jurdan Counts with Park Avenue Baptist opened the meeting with an invocation.

PLEDGE OF ALLEGIANCE

The City Commission led the Pledge of Allegiance.

PROCLAMATIONS AND RECOGNITION

Mayor Bill Young read a proclamation declaring July 19th "Parks and Recreation Professionals Day."

PERSONAL APPEARANCE

Mayor Bill Young opened the floor for Personal Appearances.

Jami Benyshek from Adam Brown CPA presented the 2023 Annual Comprehensive Financial Report.

Sarah Hoefgen from El Dorado Inc. gave the City Commission an update on what has happened throughout the 2nd Quarter.

Tiya Ton with the Kansas Oil Museum gave an update on what is happening at the Museum and invited the City Commission to their event on August 8th.

PUBLIC COMMENT

Mayor Bill Young opened the floor for public comments.

There were no public comments.

CONSENT AGENDA

Approval of City Commission Minutes from July 1, 2024, and City Commission Work Session Minutes from July 10, 2024.

Approval of Appropriation Ordinance No. 0624 in the amount of $1,509,078.55.

Commissioner Leon Leachman moved to approve the consent agenda.

Commissioner Kendra Wilkinson seconded the motion.

Motion carried 5-0.

PUBLIC HEARING

There were no Public Hearings.

OLD BUSINESS

There was no old business.

NEW BUSINESS

CONSIDERATION OF THE REQUEST OF AN ORDINANCE ZONING CERTAIN LAND IN THE CITY OF EL DORADO, KANSAS, R-1 RESIDENTIAL LOW DENSITY AND AMENDING THE ZONING MAP OF THE CITY.

City Engineer Scott Rickard stated that the Planning Commission held a public hearing on June 27, 2024, to review an application to rezone approximately 6.6 acres at the southwest corner of River Rd and Stone Rd from C-1 General Business District to R-1 Residential Low-Density District. They are requesting the zone change to build a single-family home.

Commissioner Kelly Tetrick moved to approve an ordinance for Case No. 24-06 REZ requesting a rezoning of 6.6 acres at the southwest corner of River Rd and Stone Rd to R-1 Residential Low-Density District.

Commissioner Syndee Scribner seconded the motion.

Motion carried 5-0.

CONSIDERATION OF A RESOLUTION APPROVING REVISED REDEMPTION PROVISIONS RELATING TO THE CITY'S GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2023-1

Assistant City Manager Tabitha Sharp stated that The City Commission issued Temporary Notes in 2023 to finance the Automated Meter Infrastructure project for $2,555,000, which included project costs and interest on the notes. The project is anticipated to be completed in September 2024. Staff do not expect any cost increase because the amount is specified in the contract. Because the cost is fixed, staff felt the note could be rolled into the bond in 2024, saving on interest and issuance costs.

Commissioner Syndee Scribner moved to approve a Resolution amending Resolution No. 2975 of the City of El Dorado, Kansas to authorize and approve revised redemption provisions relating to the City's General Obligation Temporary Notes, Series 2023-1; and making certain related modifications, covenants and agreements in connection therewith.

Commissioner Kelly Tetrick seconded the motion.

Motion carried 5-0.

CONSIDERATION OF A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2024-A, OF THE CITY OF EL DORADO, KANSAS

Assistant City Manager Tabitha Sharp stated that General Obligation Bonds allow public entities to spread the costs of public infrastructure projects over several years for the entity and those receiving special assessments for the projects. The City of El Dorado has completed several public infrastructure projects, including recently completed developments, public improvements, and BG Stadium improvements. The Automated Meter Infrastructure is estimated to be completed before the issuance of the G.O. Bonds.

Commissioner Kelly Tetrick moved to approve a Resolution authorizing the offering for sale of General Obligation Improvement Bonds, Series 2024-A, of the City of El Dorado, Kansas.

Commissioner Syndee Scribner seconded the motion.

Motion carried 5-0.

CONSIDERATION OF A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2024-1

Assistant City Manager Tabitha Sharp stated that the City of El Dorado issued Temporary Notes in 2022 to fund the improvements to the Adlesperger Smith Addition Phase III. The developer has requested additional time before the issuance of assessments on the properties, so the city will be rolling the sewer and paving projects into a new Temporary Note. The new note will include the amount financed by the 2022 Temporary Note plus interest, and then new funds will be added to cover the final cost of the project. According to the City's policy, the costs for water improvements in new developments are borne by the City. Therefore, costs associated with the extension of water lines to the development are being rolled into a separate G.O. Bond issue

Commissioner Kendra Wilkinson moved to approve a Resolution authorizing the offering for sale of General Obligation Temporary Notes, Series 2024-1, of the City of El Dorado, Kansas.

Commissioner Leon Leachman seconded the motion.

Motion carried 5-0.

CONSIDERATION OF THE APPROVAL OF A NOTIFICATION TO THE COUNTY CLERK OF INTENT TO EXCEED THE REVENUE-NEUTRAL RATE IN THE PROPOSED 2025 ANNUAL BUDGET

City Manager David Dillner stated that the city is required to provide notice to the county of its intent to exceed the revenue-neutral rate to generate more property tax revenue than in the prior year. This hearing will be held on September 16th.

Commissioner Leon Leachman moved to submit the Intent to Exceed the Revenue Neutral Rate to the County Clerk as presented.

Commissioner Kendra Wilkinson seconded the motion.

Motion carried 5-0.

DISCUSSION ITEMS

There were no Discussion Items.

REPORTS

CITY COMMISSION AND ADVISORY BOARD UPDATES

Commissioner Syndee Scribner stated that REAP met and discussed the economic atmosphere specific to the Region and Butler County.

Commissioner Kelly Tetrick stated that the Library Board has a bunch of great events for kids, teens, and adults throughout the rest of the summer.

Mayor Bill Young stated that EFABC met. He stated that the track is down, and the turf was supposed to start this week. He stated that everything was on track to be complete by the first of August. He stated that they found that the drains to the track were not draining because they were not connected when the track was originally built. He stated that they got all of that issue fixed.

Mayor Bill Young expressed a big thank you to all of those involved in the Fourth of July Celebration.

Mayor Young stated that Thursday, July 18th is Host Family Appreciation Night and July 22nd is the last home game. He stated that everyone should come out and support our Walnuts.

Assistant City Manager Tabitha Sharp added that Thursday is also El Dorado City Employee Appreciation night.

CITY MANAGER REPORT

City Manager David Dillner stated that the 2026 4th of July Celebration planning is already stated as that will be America's 250th.
City Manager Dillner stated that the Mural at McDonald Stadium has been completed and he encourages everyone to go look at it.

City Manager Dillner stated that the Central Avenue project continues to make progress. He stated that there is currently a 4-way stop at Vine and Central.

City Manager David Dillner stated that the city cannot regulate political signs that are in the public right away. He stated that you can not put political signs on right away on State Highways, like Main and Central.

Commissioner Kendra Wilkinson asked if someone put the political sign in a property owner's public right-of-way can the property owner remove it?

City Manager Dillner responded that recommends that those putting up the political signs ask the property owner for permission, but he does not believe that they are required to do so.

City Engineer Scott Rickard stated that they have been recommending that they ask the property owner.

ADJOURNMENT

Commissioner Syndee Scribner moved to adjourn the meeting at 6:32 p.m.

Commissioner Leon Leachman seconded the motion.

Motion carried 5 – 0.

_____ _____

City Clerk Emerald Ashlock Mayor Bill Young

TO: City Commission
FROM:
SUBJ: Consideration of a Resolution adopting the 2024 Kansas Homeland Security Region G Hazard Mitigation Plan as the Hazard Mitigation Plan for the City of El Dorado.
DATE: August 5, 2024

Summary:
The updated regional Hazard Mitigation Plan has been approved by FEMA and is ready for adoption. The City Staff has participated in its development and must formally adopt the plan to relieve FEMA credit. The state is aiming to have all adoptions within six months and if delayed beyond a year they will require additional information.
Adopting the Hazard Mitigation Plan offers several benefits:

1. Eligibility for FEMA Hazard Mitigation Grants, including the BRIC and FMA programs, as well as post-disaster mitigation grants.
2. Potential improvements in your community's National Flood Insurance Program rating, leading to lower flood insurance premiums for residents.
3. Eligibility for homeowner-centered mitigation programs, such as Kansas' Sunflower-Safe program for safe room construction in homes.

Attachments:
1. 2024 HAZARD MITIGATION PLAN

Funding Source:
N/A

Operation Impact:
N/A

Options/Alternatives:
Adopting the Hazard Mitigation Plan will significantly impact the city by increasing funding opportunities through eligibility for various FEMA Hazard Mitigation Grants, including the BRIC and FMA programs, as well as post-disaster mitigation grants. This financial support will aid in resilience projects and recovery efforts.

Staff Recommendation:
Approve the Resolution as presented.

Commission Action:
Commissioner _____ moved to approve a Resolution adopting the 2024 Kansas Homeland Security Region G Hazard Mitigation Plan as the Hazard Mitigation Plan for the City of El Dorado.

Commissioner _____ seconded the motion.

City of El Dorado
Resolution No. _____

A resolution adopting the 2024 Kansas Homeland Security Region G Hazard Mitigation Plan as the Hazard Mitigation Plan for City of El Dorado.

Whereas, City of El Dorado recognizes the threat that natural hazards pose to people and property within our community; and

Whereas, undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences; and

Whereas, the U.S. Congress passed the Disaster Mitigation Act of 2000 ("Disaster Mitigation Act") emphasizing the need for pre-disaster mitigation of potential hazards;

Whereas, the Disaster Mitigation Act made available hazard mitigation grants to state and local governments; and

Whereas, an adopted Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under multiple Federal Emergency Management Agency (FEMA) pre- and post-disaster mitigation grant programs; and

Whereas, City of El Dorado fully participated in the FEMA prescribed mitigation planning process to prepare this Multi-Hazard Mitigation Plan; and

Whereas, the Kansas Division of Emergency Management and FEMA Region VII officials have reviewed the Kansas Homeland Security Region G Hazard Mitigation Plan, and approved it contingent upon this official adoption of the participating governing body; and

Whereas, City of El Dorado desires to comply with the requirements of the Disaster Mitigation Act and to augment its emergency planning efforts by formally adopting the Kansas Homeland Security Region G Hazard Mitigation Plan; and

Whereas, adoption by the governing body for City of El Dorado demonstrates the jurisdiction's commitment to fulfilling the mitigation goals and objectives outlined in this plan, and

Whereas, adoption legitimizes the plan and authorizes responsible agencies to carry out their responsibilities under the plan.

NOW, THEREFORE BE IT RESOLVED that City of El Dorado adopts the Kansas Homeland Security Region G Hazard Mitigation Plan as an official plan; and

BE IT FURTHER RESOLVED that Butler County Emergency Management will submit this Adoption Resolution on the jurisdiction's behalf to the Kansas Division of Emergency Management and FEMA Region VII officials to enable the plan's final approval.

APPROVED BY THE GOVERNING BOSY OF THE CITY OF EL DORADO, KANSAS, this 5th day of August 2024.

_____
Bill Young
Mayor

ATTEST:

_____
Emerald Ashlock
City Clerk

EL DORADO
KANSAS

2nd Quarter Treasurers Report

City of El Dorado, KS
Date Range: 01/01/2024 - 06/30/2024

Fund	Beginning Cash Balance	Revenues	Expenses	Net Change Assets	Net Change Liabilities	Calculated Ending Balance	Actual Ending Balance
001 - GENERAL FUND	$ 3,121,901.16	$ 7,325,618.64	$ 6,094,682.99	$ (7,635,883.09)	$ 4,895,453.94	$ 2,593,265.96	$ 5,111,362.42
002 - EQUIPMENT RESERVE FUND	$ 128,327.64	$ 558,255.00	$ 619,771.52	$ -	$ (254,914.52)	$ 221,725.64	$ 321,725.64
003 - AIRPORT FUND	$ 244,640.99	$ 195,210.87	$ 75,213.90	$ (79,118.97)	$ 125,440.75	$ 118,316.18	$ 318,316.18
004 - FAMILY LIFE CENTER GRANT FUND	$ 0.21	$ 23,567.53	$ 22,041.63	$ -	$ -	$ 1,526.11	$ 1,526.11
005 - EL DORADO SENIOR CENTER FUND	$ 42,721.57	$ 111,675.98	$ 73,086.97	$ -	$ 4,860.02	$ 76,450.56	$ 56,450.56
006 - BRADFORD MEMORIAL LIBRARY FUND	$ 20,631.76	$ 574,318.25	$ 574,318.25	$ (608,660.00)	$ 608,660.00	$ 20,631.76	$ 20,631.76
007 - MAJOR STREET FUND	$ 477,585.33	$ 619,160.33	$ 475,389.67	$ (420,684.93)	$ 48,304.91	$ 693,736.01	$ 693,736.01
009 - STORMWATER FUND	$ 377,895.90	$ 303,688.35	$ 95,329.49	$ (324,795.03)	$ 334,812.59	$ 276,237.20	$ 576,237.20
010 - ECONOMIC DEVELOPMENT SALES TAX FUND	$ 166,016.94	$ 10,000.00	$ 3,500.00	$ -	$ 277.35	$ 22,239.59	$ 172,239.59
011 - BRADFORD MEMORIAL LIBRARY	$ 512,320.34	$ 625,690.87	$ 320,365.66	$ -	$ 13,443.22	$ 804,202.33	$ 804,202.33
012 - LAKE DEBT RESERVE FUND	$ 757,573.53	$ 90,000.00	$ -	$ (300,000.00)	$ -	$ 447,573.53	$ 847,573.53
013 - PRAIRIE TRAILS SALES TAX FUND	$ 136,922.82	$ 12,000.00	$ 30,052.22	$ -	$ -	$ 18,870.60	$ 118,870.60
014 - INDUSTRIAL MILL LEVY FUND	$ 402,842.77	$ 126,137.64	$ 67,900.00	$ (433,677.00)	$ 157,327.00	$ 437,430.41	$ 437,430.41
015 - LIBRARY CAPITAL IMPROVMNT FUND	$ 206,517.86	$ -	$ -	$ -	$ -	$ 206,517.86	$ 206,517.86
016 - SPECIAL PARKS & RECREATION FUND	$ 133,688.69	$ 18,233.21	$ -	$ -	$ -	$ 151,921.90	$ 151,921.90
017 - SPECIAL ALCOHOL PROGRAM FUND	$ 37,963.21	$ 17,693.20	$ 36,271.00	$ -	$ -	$ 19,385.41	$ 19,385.41
018 - SELF INSURANCE RESERVE FUND	$ 870,295.29	$ 822,692.49	$ 616,504.97	$ (700,000.00)	$ 53,241.00	$ 1,023,241.81	$ 1,023,241.81
019 - COMMUNITY DEVELOPMENT DISTRICT	$ 179,455.59	$ 63,551.58	$ 52,436.10	$ (31,919.97)	$ 11,203.61	$ 111,287.43	$ 211,287.43
020 - SALES TAX FUND	$ 1,259.76	$ 9,025.17	$ 9,220.08	$ (1,368.52)	$ 1,361.47	$ 1,071.90	$ 1,071.90
021 - CUSTOMER DEPOSIT FUND	$ 15,184.08	$ -	$ -	$ -	$ -	$ 15,184.08	$ 15,184.08
022 - LAW ENFORCEMENT TRUST FUND	$ 2,370.52	$ 1,398.64	$ -	$ (1,398.64)	$ -	$ 5,167.80	$ 5,167.80
023 - POLICE DEPT SEIZED ASSETS	$ 1,397.02	$ 5,325.00	$ -	$ -	$ -	$ 6,722.02	$ 6,722.02
024 - TOURISM TAX FUND	$ 459,246.47	$ 49,813.60	$ 76,767.40	$ (471,262.73)	$ 2,135.91	$ 501,419.49	$ 501,419.49
026 - ORDINANCE STREET SALES TAX	$ 485,675.68	$ 600,000.00	$ -	$ -	$ -	$ 785,675.68	$ 1,085,675.68
027 - EXPENDABLE TRUST FUND	$ 859,071.58	$ 105,273.59	$ 71,373.72	$ -	$ 11,103.11	$ 581,868.34	$ 881,868.34
028 - EXCESS SALES TAX	$ 2,155,909.88	$ -	$ 1,664,197.00	$ -	$ -	$ (408,287.12)	$ 491,712.88
030 - CONSTRUCTION FUND	$ 5,715,492.71	$ 1,651,420.97	$ 1,448,734.21	$ -	$ (374,305.70)	$ 3,292,485.17	$ 6,398,684.17
031 - BUILDING DEMOLITION	$ 58,199.90	$ 25,000.00	$ 9,505.95	$ -	$ -	$ 73,693.95	$ 73,693.95
032 - GENERAL BUILDING RESERVE	$ 401,080.55	$ -	$ 36,050.47	$ -	$ -	$ 65,030.08	$ 365,030.08
033 - UTILITIES BUILDING RESERVE	$ -	$ -	$ -	$ -	$ -	$ -	$ -
040 - BOND & INTEREST FUND	$ 610,067.35	$ 1,562,128.26	$ 196,846.45	$ (6,196,579.27)	$ 6,206,642.85	$ 1,465,285.58	$ 1,965,285.58
041 - TIF W CENTRAL AVENUE GATEWAY	$ -	$ 109,981.46	$ 109,981.46	$ -	$ -	$ -	$ -
060 - WATER FUND	$ 2,441,396.28	$ 1,783,658.14	$ 1,970,974.69	$ 686,520.82	$ (424,540.31)	$ 242,099.22	$ 1,992,099.22
061 - WATER EQUIPMENT RESERVE	$ 241,242.29	$ 6,600.00	$ 9,855.38	$ -	$ 4,188.91	$ 33,798.00	$ 233,798.00
063 - SEWER FUND	$ 878,627.76	$ 1,083,146.68	$ 779,360.02	$ (186,657.29)	$ 26,228.62	$ 742,843.09	$ 1,342,843.09
064 - SEWER EQUIPMENT RESERVE	$ 230,555.87	$ -	$ 4,927.69	$ -	$ 2,065.02	$ 23,563.16	$ 223,563.16
066 - REFUSE FUND	$ 151,867.03	$ 646,811.73	$ 934,573.38	$ (102,836.27)	$ 48,079.45	$ 81,137.80	$ (81,137.80)
067 - REFUSE EQUIPMENT RESERVE	$ 148,610.53	$ 5,028.50	$ 10,133.49	$ -	$ 4,233.18	$ 20,639.82	$ 139,272.36
069 - COMPRESSED NATURAL GAS STATION FUND	$ 21,871.19	$ 16,991.55	$ 21,779.07	$ -	$ (4,962.57)	$ 22,046.24	$ 22,046.24
070 - PAYROLL LIABILITIES FUND	$ 75,899.29	$ -	$ -	$ -	$ (2,390.95)	$ 78,290.24	$ 95,906.01
071 - EXTERNAL STORES FUND	$ 139,208.07	$ 81,970.62	$ 62,948.05	$ -	$ 19,750.34	$ 138,480.30	$ 138,480.30
072 - DATA PROCESSING FUND	$ 229,467.38	$ 744,355.50	$ 801,319.31	$ (54.74)	$ 46,097.43	$ (73,539.12)	$ 126,460.88
075 - OTHER POST EMPLOYMENT BENEFITS FUND	$ -	$ -	$ -	$ -	$ -	$ -	$ -
099 - GENERAL FIXED ASSET FUND	$ -	$ -	$ -	$ -	$ -	$ -	$ -
999 - POOLED CASH FUND	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Report Total:	**$ 23,141,002.79**	**$ 19,985,423.35**	**$ 17,375,412.19**	**$ (16,808,375.63)**	**$ 11,563,796.63**	**$ 14,776,960.41**	**$ 27,117,504.18**

Date Published: 7/17/24

Signed:

Notary Stamp: ANDREA CONRAD
Notary Public - State of Kansas
My Appt. Expires 11/04/2024

Signed: 7/17/2024

	General - 001		Airport - 003		Major Street - 007		Stormwater - 009		Prairie Trails - 013		Tourism - 024	
	Budgeted	Actual	Budgeted	Actual	Budgeted	Actual	Budgeted	Actual	Budgeted	Actual	Budgeted	Actual
01-011	862,377.00	421,265.26	011 347,218.00	75,213.90	034 1,421,125.00	471,072.74	011 215,827.00	95,329.49	056 24,000.00	30,052.22	011 241,044.00	76,548.40
01-012	926,742.00	436,524.74									016 -	-
01-013	275,756.00	129,446.39									018 -	
01-014	163,092.00	71,418.14										
01-021	3,071,704.00	1,384,848.71										
01-023	2,001,461.00	961,630.16										
01-033	395,264.00	177,192.71										
01-041	186,038.00	82,984.37										
01-042	247,898.00	132,002.82										
01-051	1,184,294.00	547,601.34										
01-052	232,374.00	73,075.10										
01-058	1,927,763.00	1,676,381.50										
Expenses	11,474,763.00	6,094,371.24	347,218.00	75,213.90	1,421,125.00	471,072.74	215,827.00	95,329.49	24,000.00	30,052.22	241,044.00	76,548.40
Revenue	11,554,726.00	7,326,118.64	329,153.00	195,210.87	1,361,263.00	619,160.33	335,000.00	303,688.35	24,000.00	12,000.00	282,000.00	49,813.60
	79,963.00	1,231,747.40	(18,065.00)	119,996.97	(59,862.00)	148,087.59	119,173.00	208,358.86	-	(18,052.22)	40,956.00	(26,734.80)
Cash Bal. 6/30/2024		5,111,362.42		318,316.18		693,736.01		576,237.20		118,870.60		501,419.49
	2021 Actual	11,097,004.16	2021 Actual	272,588.27			2021 Actual	382,856.94			2021 Actual	201,986.24
	2022 Actual	8,598,990.54	2022 Actual	322,597.86			2022 Actual	284,668.53			2022 Actual	159,238.86
	2023 Actual	13,083,783.60	2023 Actual	292,373.06			2023 Actual	462,741.99			2023 Actual	264,562.71
	(15% Avg.)	**1,638,988.92**	**(10% Avg.)**	**29,585.31**			**(10% Avg.)**	**37,675.58**			**(10% Avg.)**	**20,859.59**
	(25% Avg.)	**2,731,648.19**	**(25% Avg.)**	**73,963.27**			**(25% Avg.)**	**94,188.96**			**(25% Avg.)**	**52,148.98**
	Minimum Avail	3,472,373.51	Minimum Avail	288,730.87			Minimum Avail	538,561.62			Minimum Avail	480,559.90
	Maximum Avail	2,379,714.23	Maximum Avail	244,352.91			Maximum Avail	482,048.25			Maximum Avail	449,270.51

	Water - 060		Sewer - 063		Refuse - 066		CNG - 069		DP - 072	
	Budgeted	Actual	Budgeted	Actual	Budgeted	Actual	Budgeted	Actual	Budgeted	Actual
001	1,693,812.00	776,886.61	1,395,564.00	300,487.24	1,796,980.00	934,573.38	36,590.00	21,779.07	1,058,926.00	523,345.39
002	1,130,109.00	481,147.19	882,342.00	321,785.89		-			411,909.00	239,883.39
003	1,060,840.00	500,466.86	609,186.00	157,086.89						
004	580,000.00	212,474.03								
Expenses	4,464,761.00	1,970,974.69	2,887,092.00	779,360.02	1,796,980.00	934,573.38	36,590.00	21,779.07	1,470,835.00	763,228.78
Revenue	4,684,386.00	1,783,658.14	2,920,788.00	1,081,302.35	1,896,865.00	646,811.73	27,000.00	16,991.55	1,475,934.00	738,567.00
	219,625.00	(187,316.55)	33,696.00	301,942.33	99,885.00	(287,761.65)	(9,590.00)	(4,787.52)	5,099.00	(24,661.78)
Cash Bal. 6/30/2024		1,992,099.22		1,342,843.09		(81,137.80)		22,046.24		126,460.88
	2021 Actual	3,882,636.56	2021 Actual	2,653,578.79	2021 Actual	1,478,899.06	2021 Actual	30,037.82		
	2022 Actual	4,266,583.09	2022 Actual	2,826,399.85	2022 Actual	2,097,810.75	2022 Actual	42,125.92		
	2023 Actual	5,134,985.28	2023 Actual	3,100,233.90	2023 Actual	1,746,727.92	2023 Actual	25,368.15		
	Past 3 Year Total (15% Avg.)	**664,210.25**	**Past 3 Year Total (15% Avg.)**	**429,010.63**	**Past 3 Year Total (15% Avg.)**	**266,171.89**	**Past 3 Year Total (15% Avg.)**	**4,876.59**		
	Past 3 Year Total (25% Avg.)	**1,107,017.08**	**Past 3 Year Total (25% Avg.)**	**715,017.71**	**Past 3 Year Total (25% Avg.)**	**443,619.81**	**Past 3 Year Total (25% Avg.)**	**8,127.66**		
	Minimum Avail	1,327,888.97	Minimum Avail	913,832.46	Minimum Avail	(347,309.69)	Minimum Avail	17,169.65		
	Maximum Avail	885,082.14	Maximum Avail	627,825.38	Maximum Avail	(524,757.61)	Maximum Avail	13,918.58		

TO: City Commission
FROM: Tabitha Sharp, Assistant City Manager
SUBJ: Consideration of a Resolution authorizing the sale of General Obligation Improvement Bonds, Series 2024-A, of the City of El Dorado, Kansas
DATE: August 5, 2024

Summary:
General Obligation Bonds allow public entities to spread the costs of public infrastructure projects over the course of several years for the entity and for those receiving special assessments for the projects. The City of El Dorado has completed several public infrastructure projects, including recently completed developments, public improvements, and BG Stadium improvements. The Automated Meter Infrastructure is estimated to be completed prior to the issuance of the G.O. Bonds.

Project No.	Project Description	Amount	Financing Term
564	Waterline Improvements (Flint Creek)	$ 242,380.00	20 Years
569	Hunton & Simpson Paving	1,350,636.16	20 Years
570	5th & 2nd Paving	507,390.62	20 Years
584	Myer East Addition Paving	278,666.77	20 Years
585	Myer East Addition Sanitary Sewer	229,512.00	20 Years
590	Deer Run Addition Paving	453,725.48	20 Years
591	Deer Run Addition Sanitary Sewer	132,756.00	20 Years
592	Deer Run Waterline Improvements	239,480.33	20 Years
603	Adelsperger Smith Addition Waterline Improvements	159,180.45	20 Years
612	1000 Block West Locust	34,314.75	10 Years
613	119 W. Ash	24,845.00	10 Years
617	Public Water Supply Improvements (Metering)	2,373,276.00	10 Years
622	BG Stadium Improvements	1,300,000.00	10 Years
	Total:	***$7,326,163.56***	

Attachments:
1. DISTLIST
2. CLOSING DOCS
3. BASICDOCS
4. FTC
5. DISCLOSURE UNDERTAKING (2024-A BONDS & 2024-1 NOTES)
6. PA El Dorado 2024A Winning Bid Form

Funding Source:
This bond issue will be funded by several sources.

- Bond and Interest Fund - The Bond and Interest fund is the source for any street improvement projects and city-at-large costs. It receives 10 mills annually from the total mill levy for the city. A portion of these costs will be paid with special assessments. Properties adjacent to improvements are assessed costs associated with their portion of the project. The owner can pay the costs up front if they are able, or the costs will be attached to their property tax bill over the course of 20 years. The total cost for the Bond and Interest Fund is estimated at approximately $3,450,000.
- Stadium Authority - The BG Products Stadium improvements are being paid for through funds raised by the stadium authority. A payment will be made to the City each year to cover the costs of the bond issue. Their costs are estimated to be $1,250,000.
- Water Fund - The costs associated with the water utility are being paid from the water fund utilizing the recent water rate increase. Their costs are estimated at $3,950,000.
- Sewer Fund - The costs associated with the sewer utility are being paid from the water fund utilizing the recent sewer rate increase. Sewer costs are estimated at $400,000.

Final costs will be available after the bond sale.

Operation Impact:
As previously stated, the issuance of G.O. Bonds allows the City to pay for improvement projects over the course of ten or twenty years. This provides the city with the ability to plan projects and ensure the availability of a revenue source.

Options/Alternatives:

1. The City Commission may approve the Ordinance and Resolution issuing General Obligation Improvement Bonds, Series 2024-A.
2. The City Commission may table the issue and request further information.
3. The City Commission may decline to approve the General Obligation Improvement Bonds and request that staff find alternative methods of financing each of the projects.

Staff Recommendation:
Approve the Ordinance issuing the General Obligation Improvement Bonds, Series 2024-A and the Resolution authorizing the sale and delivery of said bonds.

Commission Action:
Commissioner _____ moved to approve Ordinance No. G-1418 authorizing and providing for the issuance of General Obligation Improvement Bonds, Series 2024-A, of the City of El Dorado, Kansas; providing for the levy and collection of an annual tax for the purpose of paying the principal 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.

Commissioner _____ seconded the motion.

Commissioner _____ moved to approve Resolution No. 2989 prescribing the form and details of and authorizing and directing the sale and delivery of General Obligation Improvement Bonds, Series 2024-A, of the City of El Dorado, Kansas, previously authorized by Ordinance No. G-1418 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.

Commissioner _____ seconded the motion.

DISTRIBUTION LIST

ISSUER

CITY OF EL DORADO, KANSAS
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Fax: (316) 321-6282

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Mr. Scott Rickard, Engineering Director
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Emerald Ashlock, City Clerk
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ISSUER'S COUNSEL

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Telephone: (316) 251-0924

Ashlyn B. Lindskog, Esq.
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Ms. Shauna Wake, Director of Fiscal Services
E-mail: bond.newissues@treasurer.ks.gov

PURCHASER

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Mr. Kolbe Krzyzanowski, Manager
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Ms. Jacquelyn Wert, Senior Financial Analyst
E-mail: jacquelyn.wert@bakertilly.com

TRANSCRIPT OF PROCEEDINGS

AUTHORIZING THE ISSUANCE

OF

$5,940,000

CITY OF EL DORADO, KANSAS

GENERAL OBLIGATION IMPROVEMENT BONDS
SERIES 2024-A

DATED AUGUST 29, 2024

Legal Opinion

Gilmore & Bell, P.C.
Wichita, Kansas

$5,940,000
CITY OF EL DORADO, KANSAS
GENERAL OBLIGATION IMPROVEMENT BONDS
SERIES 2024-A
DATED AUGUST 29, 2024

_____

CLOSING LIST

_____

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

1. City of El Dorado, Kansas (the "Issuer") [Original + electronic]

2. Ashlyn B. Lindskog ("Issuer's Counsel")

3. Attorney General of the State of Kansas *[Original]*

4. State Treasurer, Topeka, Kansas (the "Paying Agent")

5. Robert W. Baird & Co., Inc., Milwaukee, Wiscsonsin (the "Original Purchaser")

6. Baker Tilly Municipal Advisors, LLC, Overland Park, KS 66211 (the "Municipal Advisor")

7. Gilmore & Bell, P.C., Wichita, Kansas ("Bond Counsel")

Document
Number

PROCEEDINGS AUTHORIZING THE IMPROVEMENTS

1. **Charter Ordinance No. 24 Proceedings**
   - Excerpt of Minutes of the governing body meeting evidencing adoption of Charter Ordinance No. 24
   - Charter Ordinance No. 24
   - Affidavit of Publication of Charter Ordinance No. 24
   - Certificate of No Protest

2. **Project 569 - Paving Improvements – Hunton & Simpson**
   - Project estimate
   - Map of Improvement District
   - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 2916
   - Resolution No. 2916 calling and providing for Notice of Public Hearing
   - Notice of Public Hearing
   - Affidavit of Publication of Notice of Public Hearing
   - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 2919

·Resolution No. 2919 authorizing paving improvements (recorded)
·Affidavit of Publication of Resolution No. 2919
·Certificate of No Protest
·Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 2944
·Resolution No. 2944 authorizing paving improvements (recorded)
·Affidavit of Publication of Resolution No. 2944

3. **Project 570 - Paving Improvements – 5th & 2nd**
·Project estimate
·Map of Improvement District
·Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 2917
·Resolution No. 2917 calling and providing for Notice of Public Hearing
·Notice of Public Hearing
·Affidavit of Publication of Notice of Public Hearing
·Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 2920
·Resolution No. 2920 authorizing paving improvements (recorded)
·Affidavit of Publication of Resolution No. 2920
·Certificate of No Protest
·Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 2945
·Resolution No. 2945 authorizing paving improvements (recorded)
·Affidavit of Publication of Resolution No. 2945

4. **Project 584 - Paving Improvements – Myers East Addition**
·Project estimate
·Map of Improvement District
·Petition
·Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 2923
·Resolution No. 2923 authorizing paving improvements (recorded)
·Affidavit of Publication of Resolution No. 2923

5. **Project 585 – Sanitary Sewer Improvements – Myers East Addition**
·Project estimate
·Map of Improvement District
·Petition
·Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 2922
·Resolution No. 2922 authorizing sanitary sewer improvements (recorded)
·Affidavit of Publication of Resolution No. 2922

6. **Project 590 - Paving Improvements – Deer Run Addition**
·Project estimate
·Map of Improvement District
·Petition

- Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 2828-21
- Resolution No. 2828-21 authorizing paving improvements (recorded)
- Affidavit of Publication of Resolution No. 2828
- Revised Project estimate
- Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 2939
- Resolution No. 2939 authorizing paving improvements (recorded)
- Affidavit of Publication of Resolution No. 2939

7. **Project 591 – Sanitary Sewer Improvements – Deer Run Addition**
   - Project estimate
   - Map of Improvement District
   - Petition
   - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 2827-21
   - Resolution No. 2827-21 authorizing sanitary sewer improvements (recorded)
   - Affidavit of Publication of Resolution No. 2827

8. **Project 603 - Waterline Improvements – Adlesperger Addition**
   - Project estimate
   - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 2948
   - Resolution No. 2948 authorizing waterline improvements

9. **Project 612 - 1000 Block W. Locust**
   - Project estimate
   - Map of Improvement District
   - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 2960
   - Resolution No. 2960 authorizing sanitary sewer improvements (recorded)
   - Affidavit of Publication of Resolution No. 2960

10. **Project 613 – 119 W. Ash**
    - Project estimate
    - Map of Improvement District
    - Petition
    - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 2961
    - Resolution No. 2961 authorizing sanitary sewer improvements (recorded)
    - Affidavit of Publication of Resolution No. 2827

11. **Project 617 – Public Water Supply Improvements**
    - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 2973
    - Resolution No. 2973 authorizing public water supply improvements

12. **Project 622 – BG Stadium Improvements**
    - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 2983
    - Resolution No. 2983 authorizing athletic facilities improvements

SPECIAL ASSESSMENT PROCEEDINGS

13. **Projects 584 and 585**
- Excerpt of Minutes of the governing body meeting accepting the following documents:
  - ·Statements of Final Costs
  - ·Assessment Roll Certifications
  - ·Notices of Public Hearing
  - ·Form of Notice of Hearing and Statement of Cost Proposed to be Assessed
- Affidavits of Publication – Notice of Public Hearing
- Certificates of Mailing – Notice of Public Hearing
- Excerpt of Minutes of the governing body meeting evidencing passage of Ordinance No. G-1376
- Ordinance No. G-1376 levying special assessments
- Summary of Ordinance No. G-1376 and Affidavit of Publication of Summary of Ordinance No. G-1376
- Certificate of Mailing – Notices of Assessment
- Certificate of City Clerk – Assessments Paid in Cash

14. **Projects 569 and 570**
- Excerpt of Minutes of the governing body meeting accepting the following documents:
  - ·Statements of Final Costs
  - ·Assessment Roll Certifications
  - ·Notices of Public Hearing
  - ·Form of Notice of Hearing and Statement of Cost Proposed to be Assessed
- Affidavits of Publication – Notice of Public Hearing
- Certificates of Mailing – Notice of Public Hearing
- Excerpt of Minutes of the governing body meeting evidencing passage of Ordinance No. G-1397
- Ordinance No. G-1397 levying special assessments
- Affidavit of Publication of Ordinance No. G-1397
- Certificate of Mailing – Notices of Assessment
- Certificate of City Clerk – Assessments Paid in Cash

15. **Projects 590 and 591**
- Excerpt of Minutes of the governing body meeting accepting the following documents:
  - ·Statements of Final Costs
  - ·Assessment Roll Certifications
  - ·Notices of Public Hearing
  - ·Form of Notice of Hearing and Statement of Cost Proposed to be Assessed
- Affidavits of Publication – Notice of Public Hearing
- Certificates of Mailing – Notice of Public Hearing
- Excerpt of Minutes of the governing body meeting evidencing passage of Ordinance No. G-1398
- Ordinance No. G-1398 levying special assessments
- Affidavit of Publication of Ordinance No. G-1398
- Certificate of Mailing – Notices of Assessment
- Certificate of City Clerk – Assessments Paid in Cash

16. **Projects 612 and 613**
    - Excerpt of Minutes of the governing body meeting accepting the following documents:
        - ·Statements of Final Costs
        - ·Assessment Roll Certifications
        - ·Notices of Public Hearing
        - ·Form of Notice of Hearing and Statement of Cost Proposed to be Assessed
    - Affidavits of Publication – Notice of Public Hearing
    - Certificates of Mailing – Notice of Public Hearing
    - Excerpt of Minutes of the governing body meeting evidencing passage of Ordinance No. G-1413
    - Ordinance No. G-1413 levying special assessments
    - Affidavit of Publication of Ordinance No. G-1413
    - Certificate of Mailing – Notices of Assessment
    - Certificate of City Clerk – Assessments Paid in Cash

PROCEEDINGS AUTHORIZING THE SALE
AND ISSUANCE OF THE BONDS

17. Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 2985

18. Resolution No. 2985 authorizing the offering for sale of the Bonds

19. Notice of Bond Sale, Preliminary Official Statement and Certificate Deeming Preliminary Official Statement Final

20. Affidavit of publication of the Summary Notice of Bond Sale in the ***Butler County Times-Gazette***

21. Affidavit of publication of the Summary Notice of Bond Sale in the ***Kansas Register***

22. Official Statement

23. Continuing Disclosure Undertaking

24. Excerpt of Minutes of the governing body meeting evidencing opening of the bids, acceptance of the best bid of the Original Purchaser, passage of Ordinance No. G-1418 and adoption of Resolution No. 2989

25. Ordinance No. G-1418 authorizing the issuance of the Bonds

26. Summary of Ordinance No. G-1418 and Affidavit of publication thereof

27. Resolution No. 2989 prescribing the form and details of the Bonds

28. Refunded Bonds Redemption Documents
    - ·Call for Redemption
    - ·Notice of Call for Redemption
    - ·Paying Agent's Certification

29. Refunded Notes Resolution

30. Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 2987, amending Refunded Notes Resolution & Purchase consent attached thereto

CLOSING DOCUMENTS

31. Transcript Certificate
Exhibit A – Statement of Costs
Exhibit B – Schedule of Outstanding General Obligation Indebtedness

32. Uniform Facsimile of Signature Certificates

33. Authorization of State Treasurer to use facsimile signature and seal

34. Specimen Bond and Bond Printer's Certificate

35. Agreement Between Issuer and Agent

36. DTC Blanket Letter of Representations

37. Rating Letter - Standard & Poor's

38. Closing Certificate

39. Federal Tax Certificate
Exhibit A – Internal Revenue Service Form 8038-G and evidence of filing
Exhibit B – Receipt for Purchase Price
Exhibit C – Receipt and Representation
Exhibit C-1 – Certificate of Municipal Advisor
Exhibit D – Description of Property Comprising the Financed Improvements[and List of Reimbursement Expenditures]
Exhibit E – Sample Annual Compliance Checklist
Schedule 1 – Debt Service Schedule & Proof of Yield

LEGAL OPINIONS

40. Approving legal opinion of Gilmore & Bell, P.C.

41. Approval letter of Attorney General

MISCELLANEOUS DOCUMENTS

42. Closing Letter

* * * * *

TRANSCRIPT CERTIFICATE

$5,940,000
CITY OF EL DORADO, KANSAS
GENERAL OBLIGATION IMPROVEMENT BONDS
SERIES 2024-A
DATED AUGUST 29, 2024

The undersigned Mayor and Clerk of the City of El Dorado, Kansas (the "Issuer"), do hereby make this certificate for inclusion in the transcript of and as a part of the proceedings authorizing and providing for the issuance of the above described bonds (the "Bonds"); and do hereby certify as of August 5, 2024, as follows:

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

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

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

4. Newspaper. The ***Butler County Times-Gazette*** was the official newspaper of the Issuer at all times during these proceedings.

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

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

Name	Title	Term of Office
Bill Young	Mayor	01/2020 to 12/2025
Kelly Tetrick	Commissioner	01/2022 to 01/2026
Leon Leachman	Commissioner	01/2022 to 01/2026
Kendra Wilkinson	Commissioner	04/2015 to 12/2027
Syndee Scribner	Commissioner	12/4/2023 to 12/2027
Greggory (Gregg) Lewis	Commissioner	04/2015 to 12/4/2023
Emerald Ashlock	Clerk	01/2024 to Date
	Prior	
Vince Haines	Mayor	04/2015 to 01/2020
Matt Guthrie	Commissioner	01/2018 to 01/2022
Nick Badwey	Commissioner	04/2009 to 01/2022
Greggory Lewis	Commissioner	04/2015 to 01/2024
Tabitha Sharp	Clerk	04/2010 to 12/2023

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

8. Authorization and Purpose of the Bonds. The Bonds are being issued pursuant to and in full compliance with the Constitution and statutes of the State, including particularly K.S.A. 12-6a01 *et seq*., K.S.A. 12-1736 *et seq*., as amended by Charter Ordinance No. 24, and K.S.A. 65-163d *et seq*., as amended, Ordinance No. G-1418 and Resolution No. 2989 of the Issuer duly adopted by the Governing Body of the Issuer on August 5, 2024 (collectively the "Bond Resolution") for the purpose of paying costs of issuance and:

(a) paying a portion of the costs of certain internal improvements (the "Improvements"); and

(b) retiring the following temporary notes of the Issuer, issued to temporarily finance the Improvements (collectively the "Refunded Notes"):

Description	***Series***	***Dated Date***	***Maturity Dates***	***Amount***
G.O. Temp. Notes	2022-1	09/27/2022	09//01/2024	$2,565,000*
G.O. Temp. Notes	2023-1	12/27/2023	11/19/2024	2,555,000

*a portion of the Series 2022-1 Notes will be retired with the Issuers General Obligation Temporary Notes, Series 2024-1.

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

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

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

10. Valuation. The total assessed valuation of the taxable tangible property within the Issuer for the year 2024 is as follows:

Equalized Assessed Valuation of	
Taxable Tangible Property	$117,791,387
Tangible Valuation of Motor Vehicles	12,619,841
Equalized Assessed Tangible Valuation	
for Computation of Bonded Debt Limitations	***$130,411,228***

11. Non-litigation. There is no controversy, suit or other proceedings of any kind pending or threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way: (a) the legal organization of the Issuer or its boundaries; (b) the right or title of any of its officers to their respective offices; (c) the legality of any official act shown to have been done in the Transcript; (d) the constitutionality or validity of the indebtedness represented by the Bonds shown to be authorized in the Transcript; (e) the validity of the Bonds, or any of the proceedings had in relation to the authorization, issuance or sale thereof; or (f) the levy and collection of a tax to pay the principal of and interest on the Bonds.

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

_____
Mayor

(SEAL)

_____
Clerk

EXHIBIT A

STATEMENT OF COST

Re: General Obligation Improvement Bonds, Series 2024-A, Dated August 29, 2024, of the City of El Dorado, Kansas

Sources of Funds:	
Principal Amount of the Bonds	$5,940,000.00
Original Issue Premium	634,238.40
Original Issue Discount	-3,415.50
Prepaid Special Assessments	358,930.00
Total	***$6,929,752.90***
Uses of Funds:	
Deposit to Improvement Fund	$1,585,031.73
Deposit to Refunded Notes Redemption Fund	5,210,973.25
Deposit to Costs of Issuance Account	87,025.00
Underwriter's Discount	46,722.92
Total	***$6,929,752.90***

EXHIBIT B

CITY OF EL DORADO, KANSAS

SCHEDULE OF OUTSTANDING GENERAL OBLIGATION INDEBTEDNESS
(as of August 29, 2024)

GENERAL OBLIGATION BONDS

Description of Indebtedness	Dated Date	Final Maturity	Original Principal Amount	Amount Outstanding	Subject to Debt Limit
G.O. Bonds, Series 2010	11/15/2010	11/01/2025	$2,195,000	$ 215,000	$ 121,712
G.O. Ref. & Imp. Bonds, Series 2013A	06/27/2013	11/01/2028	6,645,000	1,450,000	467,335
G.O. Ref. & Imp. Bonds, Series 2015A	08/20/2015	11/01/2025	3,937,000	480,000	146,592
G.O. Ref. & Imp. Bonds, Series 2016A	08/31/2016	11/01/2027	8,515,000	2,950,000	224,200
G.O. Imp. Bonds, Series 2019A	05/01/2019	11/01/2039	2,835,000	2,425,000	2,212,124
G.O. Ref. & Imp. Bonds, Series 2021A	12/14/2021	11/01/2041	6,340,000	5,590,000	3,440,929
G.O. Ref. & Imp. Bonds, Series 2024-A	08/29/2024	11/01/2044	6,595,000	$5,940,000	3,092,542
	Total			***$19,050,000***	***$9,705,434***

TEMPORARY NOTES

Description of Indebtedness	Dated Date	Final Maturity	Original Principal Amount	Amount Outstanding	Subject to Debt Limit
G.O Temporary Notes, Series 2023-1	12/27/2023	12/01/2025*	$2,555,000	$2,555,000	$ 0
G.O Temporary Notes, Series 2024-1	08/29/2024	12/01/2027	3,970,000	$3,970,000	960,408
	Total			***$6,525,000***	***$960,408***

Excludes Refunded Notes to be refunded from the proceeds of the Bonds; Series 2023-1 Notes will be called for redemption on 11/19/2024

CERTIFICATE OF MANUAL SIGNATURE
OF THE CLERK OF THE CITY OF EL DORADO, KANSAS

IN THE OFFICE OF THE SECRETARY OF STATE OF THE STATE OF KANSAS

STATE OF KANSAS)
) SS.
COUNTY OF BUTLER)

I, the undersigned, **Emerald Ashlock**, being duly sworn on oath certify that I am the duly qualified **Clerk** of the City of El Dorado, Kansas, and that the signature appearing below is my signature and I file herewith this certificate pursuant to K.S.A. 75-4001 to 75-4007, inclusive.

_____
Emerald Ashlock

Subscribed and sworn to before me as of August 5, 2024.

_____
Notary Public in and for said County and State

(SEAL)

My commission expires: _____.

Gilmore & Bell, P.C.
07/22/2024

AGREEMENT BETWEEN ISSUER AND AGENT

$5,940,000
CITY OF EL DORADO, KANSAS
GENERAL OBLIGATION IMPROVEMENT BONDS
SERIES 2024-A
DATED AUGUST 29, 2024

THIS AGREEMENT, dated as of August 29, 2024, between the City of El Dorado, Kansas, a municipality (the "Issuer"), and the State Treasurer of Kansas, as Agent (the "Agent").

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

Now, therefore, it is hereby agreed as follows:

I. APPOINTMENT

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

II. BASIC DUTIES

A. Issuer or its duly authorized representative agrees to furnish Agent the name(s) and address(es) of the initial registered owner(s) of the Securities together with such registered owners' tax identification (social security) number(s), the maturity date(s), denomination(s) and interest rate(s) for each Security.

B. Agent shall manually authenticate the originally issued Securities upon the written order of one or more authorized officers of Issuer. Thereafter, Agent shall manually authenticate all Securities resulting from transfer or exchange of Securities.

C. Agent shall maintain an office in the City of Topeka, Kansas, where Securities may be presented for registration, transfer and exchange; and shall also maintain an office in the City of Topeka, Kansas, where Securities may be presented for payment. Agent shall keep a register of the Securities and their transfer and exchange.

D. Agent may rely upon any document believed by it to be genuine and to have been signed or presented by the proper person. Agent need not investigate any fact or matter stated in the document. Agent undertakes to perform such duties and only such duties set forth in K.S.A. 10-620 *et seq*., except as specifically provided in this Agreement.

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

III. COMPENSATION

Issuer covenants and agrees to pay to Agent, as reasonable compensation for the services provided as Agent, an initial setup fee of $300, a registration fee of $30, plus a fee of $5,000, which is based on "Book-entry Only" Securities.

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

IV. STANDARD OF PERFORMANCE

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

A. *STATEMENTS OF OWNERSHIP*

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

B. *CERTIFICATED SECURITIES*

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

C. *INTEREST CALCULATIONS*

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

per unit calculation is subsequently rounded to two decimal positions. (See Attachment "A" for sample calculation.)

D. ***SURRENDER***

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

E. ***TRANSFERS AND EXCHANGES***

1. When Securities are presented to Agent for transfer or exchange, Agent shall so transfer or exchange such Securities if the requirements of Section 8-401(1) of the Uniform Commercial Code are met.

2. In accordance with the authorizing Resolution or Ordinance of the Issuer (the "Bond Resolution"), payments of interest shall be made to the owner of record of each Security as of the close of business on the fifteenth day of the month preceding each interest payment date. The Agent shall make such payments to the record owner of each Security as set forth on the registration books maintained by Agent as of such date.

3. Agent shall not be required to transfer or exchange any Security during a period beginning on the day following the fifteenth day of the month preceding any interest payment date for such Securities and ending at the close of business on the interest payment date, or to transfer or exchange any Security selected or called for redemption in whole or in part subsequent to the date notice of such redemption is given in accordance with the Bond Resolution authorizing the Securities.

F. ***REGISTRATION DATES AND FUNDS FOR PAYMENTS***

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

G. ***REPLACEMENT OF SECURITIES***

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

H. ***REDEMPTIONS***

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

Mandatory Redemption. If any Securities are subject to mandatory redemption in accordance with their terms of the Bond Resolution, no additional notice is required to be given to the Agent to exercise the mandatory redemption. The Agent will provide notice of such redemption utilizing substantially the form of Notice of Mandatory Redemption attached hereto as ***Appendix I***.

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

I. ***MISCELLANEOUS***

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

J. ***REPORTS***

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

K. ***CONSTRUCTION***

This Agreement shall be construed in accordance with the laws of the State of Kansas and also the Bond Resolution authorizing the issuance of the Securities.

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CITY OF EL DORADO, KANSAS

By _____
Mayor

(SEAL)

ATTEST:

By _____
Clerk

OFFICE OF THE TREASURER
OF THE STATE OF KANSAS

(SEAL)

By _____
Director of Fiscal Services

ATTACHMENT "A"

SAMPLE

	$5,000.00000	Bond Unit
x	.06875	Interest Rate
=	343.750000	Rounded to six decimal places
/	360	Days per year
=	.954861	Rounded to six decimal places
x	180	Day in interest period
=	171.874980	(Rounded to second decimal = $171.87)

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

APPENDIX I

NOTICE OF CALL FOR MANDATORY REDEMPTION
TO THE OWNERS OF
CITY OF EL DORADO, KANSAS
GENERAL OBLIGATION IMPROVEMENT BONDS
SERIES 2024-A, DATED AUGUST 29, 2024

Notice is hereby given that pursuant to the provisions of ***Article III*** of Resolution No. 2989 (the "Bond Resolution") of the City of El Dorado, Kansas (the "Issuer") that a portion of the above-mentioned bonds (the "Bonds") scheduled to mature in [2036][2038][2040][2042][2044] (the "Called Bonds"), have been called for mandatory redemption and payment on November 1, [_____] (the "Redemption Date"), at the principal office of the Treasurer of the State of Kansas (the "Bond Registrar and Paying Agent").

Nos.	Maturity Date (November 1)	Principal Amount	Interest Rate	CUSIP Number

On the Redemption Date there shall become due and payable, upon the presentation and surrender of each such Called Bond, the redemption price thereof equal to 100% of the principal amount thereof together with interest accrued to the Redemption Date. Bonds issued in denominations of greater than $5,000 may be subject to partial redemption. In such event, a new certificate or certificates will be issued to the Owner in the principal amount to remain Outstanding. Interest shall cease to accrue on the Called Bonds so called for redemption from and after the Redemption Date provided such funds for redemption are on deposit with the Paying Agent.

CITY OF EL DORADO, KANSAS

By _____
Treasurer of the State of Kansas,
Topeka, Kansas

Gilmore & Bell, P.C.
07/22/2024

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

$5,940,000
CITY OF EL DORADO, KANSAS
GENERAL OBLIGATION IMPROVEMENT BONDS
SERIES 2024-A
DATED AUGUST 29, 2024

In order to induce the Depository Trust Company (the "DTC") to accept delivery of the above captioned bonds (the "Bonds") for safekeeping prior to the delivery of the Bonds on August 29, 2024 (the "Closing Date"), the City of El Dorado, Kansas (the "Issuer"), and the Treasurer of the State of Kansas (the "Agent") hereby agree to place the entire principal amount of the Bonds, in the custody, control and possession of DTC at least one day prior to the Closing Date. The Issuer further agrees that by copy of this letter appropriately executed, it will notify DTC to follow the instructions of Robert W. Baird & Co., Inc., Milwaukee, Wisconsin, as the Underwriter (the "Underwriter") in distributing the Bonds.

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

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

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CITY OF EL DORADO, KANSAS

Dated: August 5, 2024

By: _____
Clerk

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

Dated: _____

By: _____
Title: Director of Fiscal Services

CLOSING CERTIFICATE

$5,940,000
CITY OF EL DORADO, KANSAS
GENERAL OBLIGATION IMPROVEMENT BONDS
SERIES 2024-A
DATED AUGUST 29, 2024

The undersigned Mayor and Clerk of the City of El Dorado, Kansas (the "Issuer"), make this Certificate for inclusion in the transcript of and as a part of the proceedings authorizing and providing for the issuance of the above described bonds (the "Bonds"); and certify as of August 29, 2024 (the "Issue Date"), as follows:

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

2. Transcript of Proceedings. The transcript of proceedings relating to the authorization and issuance of the Bonds (the "Transcript"), furnished to the Purchaser of the Bonds, is to the best of our knowledge, information and belief full and complete; none of such proceedings have been modified, amended or repealed, except as might be shown in the Transcript; and the facts stated in the Transcript still exist. In each instance where copies appear in the Transcript, such copies are true and correct duplicates of the original instruments now on file with the Clerk. All certifications made by the Issuer in the Transcript Certificate dated August 5, 2024 are true and correct as of this date and are incorporated in this Certificate by reference.

3. Authorization and Purpose of the Bonds. The Issuer is issuing and delivering the Bonds simultaneously with the delivery of this Certificate, pursuant to and in full compliance with the Constitution and statutes of the State, including particularly K.S.A. 12-6a01 *et seq*., K.S.A. 12-1736 *et seq*., as amended by Charter Ordinance No. 24, and K.S.A. 65-163d *et seq*., as amended, Ordinance No. G-1418 and Resolution No. 2989 of the Issuer duly adopted by the Governing Body of the Issuer on August 5, 2024 (collectively the "Bond Resolution") for the purpose of paying costs of issuance and:

(a) paying a portion of the costs of certain internal improvements (the "Improvements"); and

(b) retiring the following temporary notes of the Issuer, issued to temporarily finance the Improvements (collectively the "Refunded Notes"):

Description	*Series*	*Dated Date*	*Maturity Dates*	*Amount*
G.O. Temp. Notes	2022-1	09/27/2022	09//01/2024	$2,565,000*
G.O. Temp. Notes	2023-1	12/27/2023	11/19/2024	2,555,000

*a portion of the Series 2022-1 Notes will be retired with the Issuers General Obligation Temporary Notes, Series 2024-1.

4. Security for the Bonds. The Bonds are general obligations of the Issuer payable in part from special assessments levied upon the property benefited by the Improvements 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, with the balance payable, from ad

valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are pledged under the Bond Resolution to the payment of the principal of and interest on the Bonds. In the Bond Resolution, the governing body of the Issuer has covenanted to 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, by levying and collecting the necessary taxes and/or assessments upon all of the taxable tangible property within the Issuer in the manner provided by law.

5. Sale of Bonds. The Bonds have been sold at rates not in excess of the limitations set forth in K.S.A. 10-1009. The Notice of Bond Sale dated July 15, 2024 and included in the Transcript constitutes a full true and correct copy thereof. A copy of such Notice of Bond Sale and Preliminary Official Statement was sent to prospective purchasers of the Bonds, and to all other persons and firms requesting copies of such Notice of Bond Sale and Preliminary Official Statement.

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

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

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

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WITNESS our signatures and the seal of the Issuer.

_____
Mayor

(SEAL)

_____
Clerk

Gilmore & Bell, P.C.
07/22/2024

FORM OF BOND COUNSEL OPINION

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

[August 29, 2024]

Governing Body
City of El Dorado, Kansas

Robert W. Baird & Co., Inc.
Milwaukee, Wisconsin

Re: $5,940,000 General Obligation Improvement Bonds, Series 2024-A, of the City of El Dorado, Kansas, Dated August 29, 2024

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

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

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

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

2. The Bonds are payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of certain improvements 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 balance of the principal and interest on the Bonds is payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The Issuer is required by law to include in its annual tax levy the principal and interest coming due on the Bonds to the extent that necessary funds are not provided from other sources.

3. The interest on the Bonds (including any original issue discount properly allocable to an owner of a Bond) is: (a) excludable from gross income for federal income tax purposes; and (b) not an item of tax preference for purposes of the federal alternative minimum tax. The opinions set forth in this paragraph are subject to the condition that the Issuer complies with all requirements of the Internal Revenue

Code of 1986, as amended (the "Code") that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with all of these requirements. Failure to comply with certain of these requirements may cause interest on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The Bonds are "qualified tax-exempt obligations" within the meaning of Code § 265(b)(3). We express no opinion regarding other federal tax consequences arising with respect to the Bonds.

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

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

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

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

GILMORE & BELL, P.C.

MLW:paj

**EXCERPT OF MINUTES OF A MEETING
OF THE CITY COMMISSION OF
THE CITY OF EL DORADO, KANSAS
HELD ON AUGUST 5, 2024**

The City Commission (the "Governing Body") met in regular session at the usual meeting place in the City, at 5:30 p.m., the following members being present and participating, to-wit:

Absent:

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

* * * * * * * * * * * * * *

(Other Proceedings)

The Clerk reported that pursuant to the Notice of Bond Sale heretofore duly given, bids for the purchase of General Obligation Improvement Bonds, Series 2024-A, dated August 29, 2024, of the City had been received. A tabulation of said bids is set forth as ***EXHIBIT A*** hereto.

The Governing Body reviewed and considered the bids and it was found and determined that the bid of ROBERT W. BAIRD & CO. INC., MILWAUKEE, WISCONSIN, was the best bid for the Bonds, a copy of which is attached hereto as ***EXHIBIT B***.

There was presented an Ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2024-A, OF THE CITY OF EL DORADO, 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.

and a Resolution entitled:

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2024-A, OF THE CITY OF EL DORADO, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. G-1418 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.

Commissioner _____ moved that the Ordinance be passed and resolution be adopted. The motion was seconded by Commissioner _____. The motion for the passage of the Ordinance and adoption of the Resolution was carried by the following vote of the Governing Body:

Yea: _____.

Nay: _____.

The Mayor declared the Ordinance duly passed and the Ordinance was then duly numbered Ordinance No. G-1418, was signed by the Mayor and attested by the Clerk and the Ordinance or a summary thereof was directed to be published one time in the official newspaper of the City. The Mayor declared the Resolution duly adopted and the Resolution was then duly numbered Resolution No. 2989, and was signed by the Mayor and attested by the Clerk.

* * * * * * * * * * * * * *

(Other Proceedings)

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

CERTIFICATE

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

(SEAL)

_____
Clerk

EXHIBIT A
BID TABULATION

CITY OF EL DORADO, KANSAS
GENERAL OBLIGATION IMPROVEMENT BONDS

Dated: August 29, 2024
Series 2024-A
Good Faith Deposit: $131,900

Sale Date: August 5, 2024
10:00 A.M., Central Time
Max Interest Rate: 7.195%

BIDDERS

El Dorado
General Obligation Improvement Bonds, Series 2024-A

Bidder	Time Submitted (CDST)
Piper Sandler & Co	9:59:16AM
Country Club Bank	9:57:40AM
Bernardi Securities, Inc.	9:56:34AM
Hilltop Securities	9:55:14AM
Robert W. Baird & Co., Inc.	9:52:44AM
Northland Securities, Inc.	9:48:47AM
Stifel, Nicolaus & Co., Inc.	9:48:14AM

EXHIBIT B

(BID OF PURCHASER)

Gilmore & Bell, P.C.
08/05/2024

ORDINANCE NO. G-1418

OF

THE CITY OF EL DORADO, KANSAS

PASSED

AUGUST 5, 2024

_____

GENERAL OBLIGATION IMPROVEMENT BONDS
SERIES 2024-A

ORDINANCE NO. G-1418

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2024-A, OF THE CITY OF EL DORADO, 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 El Dorado, 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, by proceedings duly had, the City Commission of the City (the "Governing Body") has authorized the following improvements (the "Improvements") to be made in the City, to-wit:

Project No.	Project Description	Res. No.	Authority (K.S.A.)	Amount
569	Hunton & Simpson Paving	2916/2919/2944	12-6a01 *et seq*.	$1,350,636.16
570	5th & 2nd Paving	2917/2920/2945	12-6a01 *et seq*.	507,390.62
584	Myer East Addition Paving	2923	12-6a01 *et seq*.	278,666.77
585	Myer East Addition Sanitary Sewer	2922	12-6a01 *et seq*.	229,512.00
590	Deer Run Addition Paving	2828/2939	12-6a01 *et seq*.	453,725.48
591	Deer Run Addition Sanitary Sewer	2827-21	12-6a01 *et seq*.	132,756.00
603	Adelsperger Smith Addition Waterline Improvements	2948	65-163d *et seq*.	159,180.45
612	1000 Block West Locust	2960	12-6a01 *et seq*	34,314.75
613	119 W. Ash	2961	12-6a01 *et seq*	24,845.00
617	Public Water Supply Improvements (Metering)	2973	65-163d *et seq*.	2,373,276.00
622	BG Stadium Improvements	2983	12-1736 /C.O. No. 24	1,300,000.00
	Total:			***$6,844,303.23***

WHEREAS, all legal requirements pertaining to the Improvements have been complied with, and the Governing Body now finds and determines that the total cost of the Improvements (including interest on temporary notes of the City and issuance costs of the general obligation bonds) and related expenses are at least $5,940,000 to be paid for by the issuance of general obligation bonds; and

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 $5,940,000 of its general obligation bonds, together with bid premium thereon, to pay a portion of 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 COMMISSION OF THE CITY OF EL DORADO, 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. 12-6a01 *et seq*., K.S.A. 12-1736 *et seq*., as amended by Charter Ordinance No. 24, and K.S.A. 65-163d *et seq*., all as amended and supplemented from time to time.

"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 Improvement Bonds, Series 2024-A, dated August 29, 2024, authorized by this Ordinance.

"City" means the City of El Dorado, 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.

"Governing Body" means the City Commission 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 collectively: (a) a $2,565,000 portion of the Series 2022-1 Notes maturing in the year 2024; and (b) the Series 2023-1 Notes maturing in the year 2025, in the aggregate principal amount of $2,555,000.

"Series 2022-1 Notes" means the City's General Obligation Temporary Notes, Series 2022-1, dated September 27, 2022.

"Series 2023-1 Notes" means the City's General Obligation Temporary Notes, Series 2023-1, dated December 27, 2023.

"State" means the State of Kansas.

"Substitute Improvements" means the substitute or additional improvements of the City authorized in the manner set forth in the Bond Resolution.

Section 2. Authorization of the Bonds. There shall be issued and hereby are authorized and directed to be issued the General Obligation Improvement Bonds, Series 2024-A, of the City in the principal

amount of $5,940,000, for the purpose of providing funds to: (a) pay a portion of 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 in part from special assessments levied upon the property benefited by the construction of the Improvements 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 City. The balance of the principal and interest on the Bonds is payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are 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 and/or assessments upon all of the taxable tangible property within the City in the manner provided by law.

The taxes and/or assessments 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 and/or assessments shall be deposited in the Bond and Interest Fund.

If at any time said taxes and/or assessments 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 and/or assessments are collected.

Section 6. Further Authority. The Mayor, 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 and publication of the Ordinance or a summary thereof in the official City newspaper.

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PASSED by the City Commission on August 5, 2024 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 August 5, 2024; 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 ***Butler County Times-Gazette*** on August 10, 2024.

DATED: August 10, 2024.

_____
Clerk

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(PUBLISHED IN THE ***BUTLER COUNTY TIMES-GAZETTE*** ON AUGUST 10, 2024)

SUMMARY OF ORDINANCE NO. G-1418

On August 5, 2024, the governing body of the City of El Dorado, Kansas passed an ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2024-A, OF THE CITY OF EL DORADO, 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 2024-A 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, real and personal, 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, 220 E. 1st Avenue. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at https://eldoks.com/.

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

DATED: August 5, 2024.

_____

City Attorney

Gilmore & Bell, P.C.
08/05/2024

RESOLUTION NO. 2989

OF

THE CITY OF EL DORADO, KANSAS

ADOPTED

AUGUST 5, 2024

GENERAL OBLIGATION IMPROVEMENT BONDS
SERIES 2024-A

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RESOLUTION NO. 2989

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2024-A, OF THE CITY OF EL DORADO, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. G-1418 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 Commission 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 $5,940,000 to pay a portion of the costs of the Improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF EL DORADO, 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. 12-6a01 *et seq*., K.S.A. 12-1736 *et seq*., as amended by Charter Ordinance No. 24, and K.S.A. 65-163d *et seq*., all as amended and supplemented from time to time.

"Authorized Denomination" means $5,000 or any integral multiples thereof.

"Beneficial Owner" of the 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 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 Improvement Bonds, Series 2024-A, 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 El Dorado, 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 Improvement Bonds, Series 2024-A created pursuant to ***Section 501*** hereof.

"Dated Date" means August 29, 2024.

"Debt Service Account" means the Debt Service Account for General Obligation Improvement Bonds, Series 2024-A 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) 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.

"Financeable Costs" means the amount of expenditure for an Improvement which has been duly authorized by action of the Governing Body 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 pursuant to or referred to in ***Section 501*** hereof.

"Governing Body" means the City Commission of the Issuer.

"Improvement Fund" means the Improvement Fund for General Obligation Improvement Bonds, Series 2024-A created pursuant to ***Section 501*** hereof.

"Improvements" means the improvements referred to in the preamble to the Ordinance 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 Bond Resolution.

"Interest Payment Date(s)" means the Stated Maturity of an installment of interest on any Bond which shall be May 1 and November 1 of each year, commencing May 1, 2025.

"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.

"Notice Address" means with respect to the following entities:

(a) To the Issuer at:

220 E. 1st Avenue
El Dorado, Kansas 67042
Fax: (316) 321-6282

(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:

Robert W. Baird & Co., Inc.
777 E. Wisconsin Avenue
25th Floor
Milwaukee, Wisconsin 53202
Phone: (414) 765-7331

(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

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.

"Official Statement" means Issuer's Official Statement relating to the Bonds.

"Ordinance" means Ordinance No. G-1418 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.

"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), 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 $584,099.98

"Purchaser" means Robert W. Baird & Co., Inc., Milwaukee, Wisconsin, 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 collectively: (a) a $2,565,000 portion of the Series 2022-1 Notes maturing in the year 2024; and (b) the Series 2023-1 Notes maturing in the year 2025, in the aggregate principal amount of $2,555,000.

"Refunded Notes Paying Agent" means the respective paying agent for each series of the Refunded Notes as designated in the respective Refunded Notes Resolution, and any successor or successors at the time acting as paying agent for any of the Refunded Notes.

"Refunded Notes Redemption Date" means September 1, 2024, for the Series 2022-1 Notes and November 19, 2024, for the Series 2023-1 Notes.

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

"Refunded Notes Resolution" means each 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 2022-1 Notes" means the Issuer's General Obligation Temporary Notes, Series 2022-1, dated September 27, 2022.

"Series 2023-1 Notes" means the Issuer's General Obligation Temporary Notes, Series 2023-1, dated December 27, 2023.

"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.

"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.

"2036 Term Bonds" means the Bonds scheduled to mature in the year 2036.

"2038 Term Bonds" means the Bonds scheduled to mature in the year 2038.

"2040 Term Bonds" means the Bonds scheduled to mature in the year 2040.

"2042 Term Bonds" means the Bonds scheduled to mature in the year 2042.

"2044 Term Bonds" means the Bonds scheduled to mature in the year 2044.

"Term Bonds" means collectively the 2036 Term Bonds, the 2038 Term Bonds, the 2040 Term Bonds, the 2042 Term Bonds and the 2044 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 $5,940,000, for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; (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

Stated Maturity November 1	Principal Amount	Annual Rate of Interest	Stated Maturity November 1	Principal Amount	Annual Rate of Interest
2025	$305,000	5.000%	2030	$450,000	5.000%
2026	365,000	5.000%	2031	470,000	5.000%
2027	390,000	5.000%	2032	495,000	5.000%
2028	410,000	5.000%	2033	515,000	5.000%
2029	425,000	5.000%	2034	540,000	5.000%

TERM BONDS

Stated Maturity November 1	Principal Amount	Annual Rate of Interest
2036	$255,000	5.000%
2038	295,000	5.000%
2040	315,000	4.000%
2042	345,000	3.625%
2044	365,000	4.000%

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 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 has been appointed and has accepted the duties of Paying Agent or Bond Registrar.

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 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 November 1 in the years 2034, and thereafter, will be subject to redemption and payment prior to their Stated Maturity on November 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) *2036 Term Bonds*. The 2036 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 November 1 in each year, the following principal amounts of such 2036 Term Bonds:

Principal Amount	Year
$125,000	2035
130,000	2036*

*Final Maturity

(b) *2038 Term Bonds*. The 2038 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 November 1 in each year, the following principal amounts of such 2038 Term Bonds:

Principal Amount	Year
$145,000	2037
150,000	2038*

*Final Maturity

(c) *2040 Term Bonds*. The 2040 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 November 1 in each year, the following principal amounts of such 2040 Term Bonds:

Principal Amount	**Year**
$155,000	2039
160,000	2040*

*Final Maturity

(d) *2042 Term Bonds*. The 2042 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 November 1 in each year, the following principal amounts of such 2042 Term Bonds:

Principal Amount	**Year**
$170,000	2041
175,000	2042*

*Final Maturity

(e) *2044 Term Bonds*. The 2044 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 November 1 in each year, the following principal amounts of such 2044 Term Bonds:

Principal Amount	**Year**
$180,000	2043
185,000	2044*

*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 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 in part from special assessments levied upon the property benefited by the construction of the Improvements 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 balance of the principal and interest on the Bonds is payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the 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 and/or assessments upon all of the taxable tangible property within the Issuer in the manner provided by law.

The taxes and/or assessments 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 and/or assessments 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) Improvement Fund for General Obligation Improvement Bonds, Series 2024-A.

(b) Redemption Fund for Refunded Notes.

(c) Debt Service Account for General Obligation Improvement Bonds, Series 2024-A (within the Bond and Interest Fund).

(d) Costs of Issuance Account for General Obligation Improvement Bonds, Series 2024-A.

(e) 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) Excess proceeds, if any, received from the sale of the Bonds shall be deposited in the Debt Service Account.

(b) An amount necessary to pay the Costs of Issuance shall be deposited in the Costs of Issuance Account.

(c) An amount necessary to pay the costs of refunding the Refunded Notes shall be deposited into the Refunded Notes Redemption Fund.

(d) The remaining balance of the proceeds derived from the sale of the Bonds shall be deposited in the Improvement Fund.

Section 503. Application of Moneys in the Improvement Fund. Moneys in the Improvement Fund shall be used for the sole purpose of: (a) paying the costs of the Improvements, in accordance with the plans and specifications therefor approved by the Governing Body and on file in the office of the Clerk, including any alterations in or amendments to said plans and specifications deemed advisable and approved by the Governing Body; (b) paying interest on the Bonds during construction of the Improvements; (c) paying Costs of Issuance; and (d) retiring the Refunded Notes.

Withdrawals from the Improvement Fund shall be made only when authorized by the Governing Body. Each authorization for costs of the Improvements 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 Bond 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 Bond 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 Bonds 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 in accordance with the laws of the State; (2) a resolution or ordinance authorizing the use of the proceeds of the Bonds to pay the Financeable Costs of the Substitute Improvement has been duly adopted by the Governing Body pursuant to this Section, (3) the Attorney General of the State has approved the amendment made by such resolution or ordinance to the transcript of proceedings for the Bonds to include the Substitute Improvements; and (4) the use of the proceeds of the Bonds to pay the Financeable Cost of the Substitute Improvement will not adversely affect the tax-exempt status of the Bonds under State or federal law.

(b) The Issuer may reallocate expenditure of Bond proceeds among all Improvements financed by the Bonds; provided the following conditions are met: (1) the reallocation is approved by the Governing Body; (2) the reallocation shall not cause the proceeds of the Bonds 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 Bonds under State or federal law.

Section 505. 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.

Section 506. 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 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 depositaries 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 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; provided that, during the period of construction of the Improvements, earnings on the investment of such funds may, at the discretion of the Issuer, 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 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 Improvement Fund until completion of the Improvements and thereafter to the Compliance Account or 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 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.

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.

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 Assistant City Administrator 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

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. 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 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 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 1002. 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 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 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 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.

Every amendment or modification of the provisions of the Bonds or of this Bond Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution or ordinance adopted by the Governing Body 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, 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 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 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 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 1004. 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. 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 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 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 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 1007. 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 1008. Governing Law. This Bond Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1009. Effective Date. This Bond Resolution shall take effect and be in full force from and after its adoption by the Governing Body.

ADOPTED by the City Commission on August 5, 2024.

(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 August 5, 2024, as the same appears of record in my office.

DATED: August 5, 2024.

_____
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 BUTLER
CITY OF EL DORADO
GENERAL OBLIGATION IMPROVEMENT BOND
SERIES 2024-A

Interest Rate:	**Maturity Date:**	**Dated Date: August 29, 2024**	**CUSIP:**

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of El Dorado, in the County of Butler, 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 May 1 and November 1 of each year, commencing May 1, 2025 (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 Improvement Bonds, Series 2024-A," aggregating the principal amount of $5,940,000 (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. 12-6a01 *et seq*., K.S.A. 12-1736 *et seq*., as amended by Charter Ordinance No. 24, and K.S.A. 65-163d *et seq*., as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

General Obligations. The Bonds constitute general obligations of the Issuer payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of the Improvements 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 balance of the principal and interest on the Bonds is payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the 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 EL DORADO, 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 Improvement Bonds, Series 2024-A, of the City of El Dorado, Kansas, described in the within-mentioned Bond Resolution.

Registration Date: _____

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

By _____

Registration Number: _____

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)

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 BUTLER)

The undersigned, Clerk of the City of El Dorado, Kansas, does hereby certify that the within Bond has been duly registered in my office according to law as of August 29, 2024.

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 _____.

WITNESS my hand and official seal.

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

FEDERAL TAX CERTIFICATE

Dated as of August 29, 2024

OF

THE CITY OF EL DORADO, KANSAS

$5,940,000
GENERAL OBLIGATION IMPROVEMENT BONDS
SERIES 2024-A

FEDERAL TAX CERTIFICATE

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D. DESCRIPTION OF PROPERTY COMPRISING THE FINANCED IMPROVEMENTS AND LIST OF REIMBURSEMENT EXPENDITURES
E. SAMPLE ANNUAL COMPLIANCE CHECKLIST

Schedule 1 Debt Service Schedule and Proof of Yield

* * *

FEDERAL TAX CERTIFICATE

THIS FEDERAL TAX CERTIFICATE (the "Tax Certificate"), is executed as of August 29, 2024 (the "Issue Date"), by the City of El Dorado, Kansas (the "Issuer").

RECITALS

1. This Tax Certificate is being executed and delivered in connection with the issuance by the Issuer of $5,940,000 principal amount of General Obligation Improvement Bonds, Series 2024-A (the "Bonds"), under Ordinance No. G-1418 and Resolution No. 2989 of the Issuer adopted by the Issuer on August 5, 2024 (together, the "Bond Resolution"), for the purposes described in this Tax Certificate and in the Bond Resolution.

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

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

4. The Issuer adopted a Tax-Exempt Financing Compliance Policy and Procedure, dated November 21, 2011 (the "Tax Compliance Procedure") for the purpose of setting out general procedures for the Issuer to monitor and comply with the federal income tax requirements set out in the Code and the Regulations. This Tax Certificate is entered into as required by the Tax Compliance Procedure to set out specific tax compliance procedures applicable to the Bonds.

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

ARTICLE I

DEFINITIONS

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

"Adjusted Gross Proceeds" means the Gross Proceeds of the New Money Portion or the Refunding Portion, as applicable, reduced by amounts (1) in a Bona Fide Debt Service Fund or a reasonably

required reserve or replacement fund, (2) that as of the Issue Date, are not expected to be Gross Proceeds, but which arise after the end of the applicable spending period, and (3) representing grant repayments or sale or investment proceeds of any purpose Investment.

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

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

"Bond" or **"Bonds"** means any bond or bonds described in the recitals, authenticated and delivered under the Bond Resolution.

"Bond Compliance Officer" means the Issuer's Clerk or other person named in the Tax Compliance Procedure.

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

"Bond Resolution" means Ordinance No. G-1418 and Resolution No. 2989 of the Issuer duly adopted by the governing body of the Issuer on August 5, 2024, as originally executed by the Issuer, as amended and supplemented in accordance with the provisions of the Bond Resolution.

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

"Code" means the Internal Revenue Code of 1986, as amended.

"Compliance Account" means the account by that name created under the Bond Resolution to provide for the payment of certain expenses as described in ***Section 2.01(j)*** hereof.

"Designated Portion" means, with respect to Code § 265, $1,450,822.90 of the issue price of the Bonds.

"Deemed Designated Portion" means, with respect to Code § 265, $5,120,000 of the issue price of the Bonds utilized to retire the principal of the Refunded Obligations.

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

"Financed Improvements" means the portion of the Improvements financed or refinanced with the proceeds of the Bonds and the Original Obligations, as described in the Bond Resolution and on ***Exhibit D***.

"Gross Proceeds" means (a) sale proceeds (any amounts actually or constructively received by the Issuer from the sale of the Bonds, including amounts used to pay underwriting discount or fees, but excluding pre-issuance accrued interest), (b) investment proceeds (any amounts received from investing sale proceeds or other investment proceeds), (c) any amounts held in a sinking fund for the Bonds, (d) any amounts held in a pledged fund or reserve fund for the Bonds, and (e) any other replacement proceeds.

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

(1) Improvement Fund.
(2) Refunded Notes Redemption Fund.
(3) Debt Service Account.
(4) Costs of Issuance Account.
(5) Compliance Account (to the extent funded with sale proceeds or Investment proceeds of the Bonds).

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

"Improvements" means all of the property acquired, developed, constructed, renovated, and equipped by the Issuer using proceeds of the Bonds or the Original Obligations and other money contributed by the Issuer, as described on ***Exhibit D***.

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

"IRS" means the United States Internal Revenue Service.

"Issue Date" means August 29, 2024.

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

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

"Measurement Period" means, with respect to each item of property financed as part of the Financed Improvements with proceeds of the New Money Portion, the period beginning on the later of (i) the Issue Date, or (ii) the date the property is placed in service and ending on or the earlier of (A) the final maturity date of the Bonds or (B) the expected economic useful life of the property, and with respect to each item of property financed as part of the Financed Improvements with proceeds of the Original Obligations, the period beginning on the later of (i) the issue date of the Original Obligations, or (ii) the

date the property was or will be placed in service, and ending on the earlier of (A) the final maturity date of the Bonds or (B) the expected economic useful life of the property.

"Minor Portion" means the lesser of $100,000 or 5% of the sale proceeds of the Bonds.

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

"New Money Portion" means the portion of the Bonds properly allocable to the new money financing of the Financed Improvements.

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

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

"Original Obligations" means collectively the Series 2022-1 Notes and Series 2023-1 Notes, which were the initial tax-exempt governmental obligations that financed or refinanced a portion of the Financed Improvements.

"Output Contract" is defined in Regulations § 1.141-7 and generally includes any contract with a Non-Qualified User that provides for the purchase of the output of Financed Improvements.

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

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

"Purchaser" means Robert W. Baird & Co., Inc., Milwaukee, Wisconsin, the original purchaser of the Bonds, and any successor and assigns.

"Qualified Use Agreement" means any of the following:

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

(b) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Improvements for a period up to 200 days in length pursuant to an arrangement whereby (1) the use of the Financed Improvements under the same or similar arrangements is predominantly by natural

persons who are not engaged in a trade or business and (2) the compensation for the use is determined based on generally applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed. Any Qualified User or Non-Qualified User using all or any portion of the Financed Improvements under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

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

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

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

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

"Refunded Obligations" means, collectively, $2,565,000 principal amount of the Series 2022-1 Notes and (b) all $2,555,000 principal amount of the Series 2023-1 Notes being refunded by the Bonds.

"Refunding Portion" means the portion of the Bonds properly allocable to the refunding of the Refunded Obligations.

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

"Series 2022-1 Notes" means the Issuer's General Obligation Temporary Notes, Series 2022-1, dated September 27, 2022.

"Series 2023-1 Notes" means the Issuer's General Obligation Temporary Notes, Series 2023-1, dated December 27, 2023.

"State" means the State of Kansas.

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

"Tax Compliance Procedure" means the Issuer's Tax-Exempt Financing Compliance Policy and Procedure, dated November 21, 2011.

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

"Transcript" means the Transcript of Proceedings relating to the authorization and issuance of the Bonds.

"Yield" means yield on the Bonds, computed under Regulations § 1.148-4, and yield on an Investment, computed under Regulations § 1.148-5.

ARTICLE II

GENERAL REPRESENTATIONS AND COVENANTS

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

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

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

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

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

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

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

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

(e) ***No Private Loan, Special Assessments.*** Not more than 5% of the Net Proceeds of the Bonds will be loaned directly or indirectly to any Non-Qualified User. The payment of principal and interest on the Bonds will be funded, and the payment of principal of and interest on the Original Obligations was funded, in whole or in part from mandatory special assessments against the property benefiting from the Financed Improvements. The use of the proceeds of the Notes and the Original Obligations is not treated as a loan of the proceeds thereof, because (1) the special assessment is an enforced contribution for the purpose of raising revenue for specific capital improvements; (2) the special assessment does not include any fee for services; (3) the imposition and collection of the special assessment is not dependent upon, and does not vary depending on, whether the taxpayer is engaged, or the property is used, in a trade or business; and (4) the special assessment is imposed to pay for an essential governmental function.

(f) ***Management Agreements.*** As of the Issue Date, the Issuer has not entered into any Management Agreements with Non-Qualified Users. During the Measurement Period, the Issuer will not enter into or renew any Management Agreement with any Non-Qualified User without first consulting with Bond Counsel.

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

(h) ***Output Contracts.*** As of the Issue Date, the Issuer has not entered into any Output Contracts. During the Measurement Period, the Issuer will not enter into any Output Contracts without first consulting with Bond Counsel.

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

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

(1) *Reimbursement of Expenditures; Official Intent*.

(A) New Money Portion. The governing body of the Issuer adopted one or more resolutions declaring the intent of the Issuer to finance the Financed Improvements with tax-exempt bonds and to reimburse the Issuer for expenditures made for the Financed Improvements prior to the issuance of the Bonds. The resolutions are contained in the Transcript. No portion of the Net Proceeds of the New Money Portion will be used to reimburse an expenditure paid by the Issuer more than 60 days prior to the date the respective resolution was adopted, except for Preliminary Expenditures. In addition, no reimbursement allocation will be made more than 3 years following the later of (i) the date of the expenditure or (ii) the date the Financed Improvements was placed in service. The Issuer will evidence each allocation of the proceeds of the New Money Portion to an expenditure in writing.

(B) Refunding Portion. The governing body of the Issuer adopted one or more resolutions declaring the intent of the Issuer to finance the Financed Improvements with tax-exempt bonds and to reimburse the Issuer for expenditures made for the Financed Improvements prior to the issuance of the Original Obligations. No portion of the Net Proceeds of the Original Obligations were used to reimburse an expenditure paid by the Issuer more than 60 days prior to the date the respective resolution was adopted, except for Preliminary Expenditures or as otherwise described in the federal tax certificate or similar document for the Original Obligations. The Issuer evidenced each allocation of the proceeds of the Original Obligations to an expenditure in writing.

(2) *Final Allocation of Bond Proceeds to Expenditures*.

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

(B) Refunding Portion. The Improvements were or will be placed in service on the dates listed on ***Exhibit D***. The Issuer will make a final allocation of proceeds of the Original Obligations to Improvements expenditures within 18 months after the later of (i) the date the expenditure was made, or (ii) the date the Improvements were placed in service (the "Final Written Allocation"). In the absence of the Final Written Allocation, the Note

proceeds will be deemed allocated to expenditures as shown on ***Exhibit D***. The Issuer reserves the right to make modifications to the expected allocation of Note proceeds and Qualified Equity for purposes of compliance with the limitations on Non-Qualified Use following completion of the Financed Improvements in accordance with, and within the time limits prescribed in, the Regulations. The Issuer will maintain the Final Written Allocation and accurate supporting records of all expenditures made for the Improvements, including the amount, the date paid, a description of the purpose, and the source of funds (whether Bond proceeds or other money) allocated to each Improvement expenditure, in accordance with ***Section 4.02*** of this Tax Certificate.

(3) *Compliance Account*. Except as provided in this paragraph (3), the Issuer may allocate Bond proceeds held in the Compliance Account to pay fees and expenses relating to compliance with federal tax law and state or federal securities laws. The Issuer expects that all amounts in the Compliance Account will be allocated to expenditures within six years after the Issue Date. If any money remains in the Compliance Account on the sixth anniversary of the Issue Date, the Issuer will transfer that money to the Debt Service Account to be used to pay principal of or interest on the Bonds.

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

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

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

(n) ***Hedge Bonds.*** At least 85% of the net sale proceeds (the sale proceeds less any sale proceeds invested in a reserve fund) of the New Money Portion will be used to carry out the governmental purpose of the New Money Portion within 3 years after the Issue Date, and not more than 50% of the proceeds of the New Money Portion will be invested in Investments having a substantially guaranteed Yield for four years or more. At least 85% of the net sale proceeds (the sale proceeds less any sale proceeds invested in a reserve fund) of the Original Obligations have been or will be used to carry out the governmental purpose of the Original Obligations within 3 years after the issue date of the Original Obligations, and not more than 50% of the proceeds of the Original Obligations were invested in Investments having a substantially guaranteed Yield for 4 years or more.

(o) ***Single Issue; No Other Issues***. The Bonds constitute a single "issue" under Regulations § 1.150-1(c). No other debt obligations of the Issuer: (1) are being sold within 15 days of the sale of the Bonds, (2) are being sold under the same plan of financing as the Bonds, and (3) are expected to be paid from substantially the same source of funds as the Bonds (disregarding guarantees from unrelated parties, such as bond insurance). On the sale date for the Notes, the Issuer also sold the Series 2024-A Bonds. The Bonds constitute a separate issue from the Series 2024-1 Notes because the Bonds are being issued under a separate plan of finance to provide long-term permanent financing for certain projects, whereas the Series

2024-1 Notes are being issued to provide temporary construction period financing for separate projects than those being financed by the Bonds.

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

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

(r) ***Bank Qualified Tax-Exempt Obligations***. The Bonds will be treated as two separate issues (*i.e.*, a "Designated Portion" and a "Deemed Designated Portion") for purposes of Code § 265.

(1) The Issuer designates the Designated Portion as consisting of "qualified tax-exempt obligations" under Code § 265(b)(3), and with respect to said designation certifies as follows:

(A) The reasonably anticipated amount of tax-exempt obligations (other than private activity bonds which are not "qualified 501(c)(3) bonds" and the Bonds allocable to the Deemed Designated Portion) that will be issued by or on behalf of the Issuer (and all subordinate entities of the Issuer) during the calendar year that the Bonds are issued, including the Designated Portion, is not reasonably expected to exceed $10,000,000; and

(B) the Issuer (including all subordinate entities of the Issuer) will not issue tax-exempt obligations during the calendar year that the Bonds are issued, including the Designated Portion, in an aggregate principal amount or aggregate issue price in excess of $10,000,000, without first consulting with Bond Counsel that the designation of the Bonds as "qualified tax-exempt obligations" will not be adversely affected.

(2) The Deemed Designated Portion is "deemed designated" as consisting of "qualified tax-exempt obligations" under Code §265(b)(3)(D)(ii), and with respect to said "deemed designation" the Issuer hereby certifies as follows:

(A) The aggregate face amount of the Bonds does not exceed $10,000,000;

(B) The Refunded Obligations were designated as "qualified tax-exempt obligations" under Code §265(b)(3);

(C) The average maturity of the Original Obligations was not more than 3 years; and

(D) The final maturity date of the Bonds is not later than 30 years after the earliest date the Original Obligations were issued.

(s) ***General Allocation and Accounting***. The portion of the Improvements financed by the Original Obligations and refinanced by the Bonds or financed by the Bonds may be or may have have been financed in part with proceeds of the Original Obligations or the Bonds and in part with other funds of the

Issuer. The portion of the Improvements financed with proceeds of the Original Obligations or the Bonds is referred to as the Financed Improvements. Attached as ***Exhibit D*** is a schedule showing the Improvements financed, in whole or in part, with proceeds of the Original Obligations or the Bonds. For purposes of determining Non-Qualified Use, if any, of the Financed Improvements during the Measurement Period, the Issuer will allocate Non-Qualified Use first to the portion of the applicable Improvements financed with other funds of the Issuer and second to the Financed Improvements. During the Measurement Period, the Issuer will, on an annual basis, determine the extent to which Non-Qualified Use exceeds the portion of the applicable Improvements financed with other funds of the Issuer and determine the extent to which the proceeds of the Bonds and the Financed Improvements are used in a Non-Qualified Use.

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

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

ARTICLE III

ARBITRAGE CERTIFICATIONS AND COVENANTS

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

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

Section 3.03 Purpose of Financing. The Bonds are being issued for the purpose of providing funds to pay: (a) a portion of the costs of the Financed Improvements; (b) the costs of refunding the Refunded Obligations; and (c) costs of issuance.

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

(a) Improvement Fund.
(b) Refunded Notes Redemption Fund.
(c) Debt Service Account.

(d) Rebate Fund.
(e) Costs of Issuance Account.
(f) Compliance Account.

Section 3.05 Amount and Use of Bond Proceeds and Other Money.

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

Principal Amount	$5,940,000.00
Less Underwriter's Discount	-46,722.92
Plus Original Issue Premium	634,238.40
Less Original Issue Discount	-3,415.50
Total Purchase Price	***$6,524,099.98***
Less Good Faith Deposit	-131,900.00
Net Amount	**$6,392,199.98**

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

(1) The sum of $87,025.00 will be deposited in the Costs of Issuance Account and used to pay the Costs of Issuance of the Bonds.

(2) The sum of $1,585,031.73 will be deposited in the Improvement Fund and used to pay costs of the Financed Improvements.

(3) The sum of $4,852,043.25, together with funds provided by the Issuer in accordance with ***subsection (c)*** hereof, will be deposited into the Refunded Notes Redemption Fund and paid and transferred to the paying agent for the Refunded Obligations, with irrevocable instructions to apply such amount to the payment of the Refunded Obligations.

(c) ***Use of Other Moneys***. In addition to the proceeds of the Bonds, the Issuer will use available amounts representing prepaid special assessments with respect to the Financed Improvements financed by the Original Obligations in the amount of $358,930.00 to retire the Refunded Obligations.

Section 3.06 Multipurpose Issue. The Issuer is applying the arbitrage rules to separate financing purposes of the issue that have the same initial temporary period as if they constitute a single issue for purposes pursuant to Regulations § 1.148-9(h)(3)(i). Under Regulations § 1.148-9(h), the Bonds will be treated as two separate issues (a New Money Portion and a Refunding Portion) for purposes of applying certain of the arbitrage restrictions under Code § 148.

Section 3.07 No Advance Refunding. No proceeds of the Bonds will be used more than 90 days following the Issue Date to pay principal or interest on any other debt obligation.

Section 3.08 Current Refunding.

(a) ***Proceeds Used For Current Refunding***. Proceeds of the Refunding Portion will be used to pay principal and interest on the Refunded Obligations. All such proceeds shall be spent not later than 90 days after the Issue Date.

(b) ***Transferred Proceeds.*** There are no unspent proceeds (sale proceeds, Investment proceeds or transferred proceeds) of the Refunded Obligations. Therefore there will be no transferred proceeds of the Bonds.

Section 3.09 Completion of Financed Improvements; New Money Portion. The Issuer has incurred, or will incur within 6 months after the Issue Date, a substantial binding obligation to a third party to spend at least 5% of the Net Proceeds of the New Money Portion on the Financed Improvements. The completion of the Financed Improvements and the allocation of the Net Proceeds of the New Money Portion to expenditures will proceed with due diligence. At least 85% of the Net Proceeds of the New Money Portion will be allocated to expenditures on the Financed Improvements within 3 years after the Issue Date.

Section 3.10 Sinking Funds. The Issuer is required to make periodic payments in amounts sufficient to pay the principal of and interest on the Bonds. Such payments will be deposited into the Debt Service Account. Except for the Debt Service Account, no sinking fund or other similar fund that is expected to be used to pay principal of or interest on the Bonds has been established or is expected to be established. The Debt Service Account is used primarily to achieve a proper matching of revenues with principal and interest payments on the Bonds within each Bond Year, and the Issuer expects that the Debt Service Account will qualify as a Bona Fide Debt Service Fund.

Section 3.11 Reserve, Replacement and Pledged Funds.

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

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

(c) ***Compliance Account***. Amounts held in the Compliance Account are expected to be used to pay fees and expenses relating to compliance with federal arbitrage law and state or federal securities laws. Therefore, amounts held in the Compliance Account are not pledged or committed in a manner that provides a reasonable assurance that such funds would be available for payment of the principal of or interest on the Bonds if the Issuer encounters financial difficulty.

Section 3.12 Purpose Investment Yield. The proceeds of the Bonds will not be used to purchase an Investment for the purpose of carrying out the governmental purpose of the financing.

Section 3.13 Issue Price and Bond Yield.

(a) ***Issue Price***. Based on the Purchaser's certifications in ***Exhibit C-1*** and the Municipal Advisor's certifications in ***Exhibit C-2***, the Issuer hereby elects to establish the issue prices of the Bonds pursuant to Regulations § 1.148-1(f)(2)(iii) (relating to the so-called "competitive sales rule"). Therefore, the aggregate issue price of the Bonds for such purpose is $6,570,822.90, without accrued interest.

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

Section 3.14 Miscellaneous Arbitrage Matters.

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

(b) ***No Over-Issuance***. The sale proceeds of the Bonds, together with expected investment earnings thereon and other money contributed by the Issuer, do not exceed the cost of the governmental purpose of the Bonds as described above.

Section 3.15 Conclusion. On the basis of the facts, estimates and circumstances set forth in this Tax Certificate, the Issuer does not expect that the Bond proceeds will be used in a manner that would cause any Bond to be an "arbitrage bond" within the meaning of Code § 148 and the Regulations.

ARTICLE IV

TAX COMPLIANCE POLICIES AND PROCEDURES

Section 4.01 General.

(a) ***Purpose of Article***. The purpose of this Article is to supplement the Tax Compliance Procedure and to set out specific policies and procedures governing compliance with the federal income tax requirements that apply after the Bonds are issued. The Issuer recognizes that interest on the Bonds will remain excludable from gross income only if the Post-Issuance Tax Requirements are followed after the Issue Date. The Issuer further acknowledges that written evidence substantiating compliance with the Post-Issuance Tax Requirements must be retained in order to permit the Bonds to be refinanced with tax-exempt obligations and substantiate the position that interest on the Bonds is exempt from gross income in the event of an audit of the Bonds by the IRS.

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

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

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

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

(b) ***Accounting and Allocation of Bond Proceeds to Expenditures***. The Bond Compliance Officer will account for the investment and expenditure of Bond proceeds in the level of detail required by the Tax Compliance Procedure. The expected allocation of Bond proceeds to expenditures is set forth on ***Exhibit D***; the Bond Compliance Officer will supplement this expected allocation The Bond Compliance Officer will supplement the expected allocation of Bond proceeds to expenditures with a Final Written Allocation as required by the Tax Compliance Procedure. In the absence of such subsequent allocation, the Bond proceeds will be deemed allocated as shown on ***Exhibit D***.

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

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

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

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

(b) ***Refunded Notes Redemption Fund***. Bond proceeds deposited in the Refunded Notes Redemption Fund and Investment earnings on such proceeds may be invested without Yield restriction for 90 days after the Issue Date. Other funds deposited in the Redemption Fund and investment earnings on such amounts may be invested at a Yield that does not exceed the Yield on the Refunded Obligations for 90 days after the Issue Date.

(c) ***Cost of Issuance Account***. New Money Portion proceeds deposited in the Cost of Issuance Account and Investment earnings on such proceeds may be invested without Yield restriction for 3 years after the Issue Date. If any unspent proceeds of the New Money Portion remain in the Costs of Issuance Account after 3 years, such amounts may continue to be invested without Yield restriction so long as the Issuer pays to the IRS all Yield reduction payments in accordance with Regulations § 1.148-5(c). These payments are required whether or not the Bonds are exempt from the arbitrage rebate requirements of Code § 148. Refunding Portion proceeds deposited in the Cost of Issuance Account and investment earnings on such proceeds may be invested without Yield restriction for ninety days after the Issue Date.

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

(e) ***Compliance Account***. Money other than sale proceeds or investment proceeds of the Bonds on deposit in the Compliance Account may be invested without Yield restriction.

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

Section 4.04 Procedures for Establishing Fair Market Value of Investments.

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

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

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

(d) ***Guaranteed Investment Contracts***. The purchase price of a Guaranteed Investment Contract is treated as its fair market value on the purchase date if all of the following requirements are met:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(A) A copy of the Guaranteed Investment Contract.

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

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

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

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

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

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

Section 4.05 Bonds Exempt from the Rebate Requirement.

(a) ***The New Money Portion Qualifies as a Rebate-Exempt Small Issue***.

(1) The Issuer is a governmental unit under State law with general taxing powers;

(2) the Bonds are not "private activity bonds" as defined in Code § 141;

(3) 95% or more of the net proceeds of the New Money Portion are to be used for local governmental activities of the Issuer; and

(4) the aggregate face amount of all tax-exempt bonds (other than private activity bonds) to be issued by the Issuer during the current calendar year is not reasonably expected to exceed $5,000,000. The Issuer understands that for this purpose: (A) the Issuer and all entities which issue bonds on behalf of the Issuer are treated as one issuer; (B) all bonds issued by an entity subordinate to the Issuer are treated as issued by the Issuer; and (C) bonds (including the Refunding

Portion) issued by the Issuer to currently refund any other bond are not taken into account to the extent that the amount of the refunding bonds does not exceed the outstanding amount of the refunded obligations.

(b) ***The Refunding Portion Qualifies as a Rebate-Exempt Small Issue.***

(1) The aggregate face amount of the Refunding Portion does not exceed $5,000,000;

(2) The Refunded Obligations were exempt from arbitrage rebate under the small-issuer exception of Code § 148(f)(4)(D);

(3) The average maturity of the Original Obligations was not more than 3 years; and

(4) The final maturity date of the Bonds is not later than 30 years after the issue date of the Original Obligations.

(c) ***Conclusion as to Small Issuer Exemption***. Based on these certifications, Bond Counsel has advised the Issuer that the Bonds are exempt from the arbitrage rebate requirements of Code § 148(f), under the small-issuer exception set forth in Code § 148(f)(4)(D).

ARTICLE V

MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

Section 5.09 Electronic Transactions. The transactions described herein may be conducted, and related documents may be sent, received, executed, and stored, by electronic means. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

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

CITY OF EL DORADO, KANSAS

By: _____
Mayor

By: _____
Clerk

EXHIBIT A

IRS FORM 8038-G

ATTACHMENT TO IRS FORM 8038-G

$5,940,000
CITY OF EL DORADO, KANSAS
GENERAL OBLIGATION IMPROVEMENT BONDS
SERIES 2024-A
DATED AUGUST 29, 2024

PART II: Type of Issue

Form 8038-G Line Number	User Name	Employer Identification Number	Governmental or Nongovernmental Entity	Summary of Use
[11] [18]	Butler, Kansas Community College	48-0690383	Governmental	Athletic/Recreational programming
[11] [18]	Unified School District 490	48-0722705	Governmental	Athletic/Recreational programming

(EVIDENCE OF FILING OF FORM 8038-G)

EXHIBIT B

RECEIPT FOR PURCHASE PRICE

$5,940,000
CITY OF EL DORADO, KANSAS
GENERAL OBLIGATION IMPROVEMENT BONDS
SERIES 2024-A
DATED AUGUST 29, 2024

The undersigned Clerk of the City of El Dorado, Kansas, this day received from Robert W. Baird & Co., Inc., Milwaukee, Wisconsin, the original purchaser of the above-described bonds (the "Bonds"), the full purchase price of the Bonds, said purchase price and net amount received by the Issuer being calculated as follows:

Principal Amount	$5,940,000.00
Less Underwriting Discount.....	-46,722.92
Plus Original Issue Premium.....	634,238.40
Less Original Issue Discount.....	-3,415.50
Total Purchase Price**.....**	***$6,524,099.98***
Less Good Faith Deposit	-$131,900.00
Net Amount Received.....	**$6,392,199.98**

DATED: August 29, 2024.

CITY OF EL DORADO, KANSAS

By: _____
Clerk

EXHIBIT C

RECEIPT AND REPRESENTATION

$5,940,000
CITY OF EL DORADO, KANSAS
GENERAL OBLIGATION IMPROVEMENT BONDS
SERIES 2024-A
DATED AUGUST 29, 2024

This Receipt and Representation (the "Certificate") is being delivered by Robert W. Baird & Co., Inc., Milwaukee, Wisconsin (the "Purchaser") in connection with the issuance of the above-described bonds (the "Bonds"), being issued on the date of this Receipt by the City of El Dorado, Kansas (the "Issuer"). Based on its records and information available to the undersigned which the undersigned believes to be correct, the Purchaser represents as follows:

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

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

3. Issue Price.

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

(b) ***Expected Initial Offering Prices***. As of the sale date of the Bonds (August 5, 2024), the reasonably expected initial offering prices of the Bonds to the Public by the Purchaser are the prices listed in ***Schedule 1*** attached to this Certificate (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities used by the Purchaser in formulating its bid to purchase the Bonds.

(c) ***Defined Terms***.

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

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

(iii) The term "Underwriter" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) of this paragraph to

participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

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

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Dated: August 29, 2024.

ROBERT W. BAIRD & CO., INC.
MILWAUKEE, WISCONSIN

By: _____
Title: _____

SCHEDULE 1

EXPECTED OFFERING PRICES

SERIAL BONDS

Stated Maturity November 1	Principal Amount	Annual Rate of Interest	Initial Offering Price	Stated Maturity November 1	Principal Amount	Annual Rate of Interest	Initial Offering Price
2025	$305,000	5.000%	102.469	2030	$450,000	5.000%	112.749
2026	365,000	5.000%	104.579	2031	470,000	5.000%	114.621
2027	390,000	5.000%	106.692	2032	495,000	5.000%	116.363
2028	410,000	5.000%	108.766	2033	515,000	5.000%	117.860
2029	425,000	5.000%	110.825	2034	540,000	5.000%	117.506

TERM BONDS

Stated Maturity November 1	Principal Amount	Annual Rate of Interest	Initial Offering Price
2036	$255,000	5.000%	116.452
2038	295,000	5.000%	115.495
2040	315,000	4.000%	103.890
2042	345,000	3.625%	99.010
2044	365,000	4.000%	102.311

EXHIBIT C-1

CERTIFICATE OF MUNICIPAL ADVISOR

$5,940,000
CITY OF EL DORADO, KANSAS
GENERAL OBLIGATION IMPROVEMENT BONDS
SERIES 2024-A
DATED AUGUST 29, 2024

The undersigned, on behalf of Baker Tilly Municipal Advisors, LLC, Overland Park, KS 66211 (the "Municipal Advisor"), as municipal advisor to the City of El Dorado, Kansas (the "Issuer") in connection with the issuance of the above-described bonds (the "Bonds"), has assisted the Issuer in soliciting and receiving bids from potential underwriters in connection with the sale of the Bonds in a competitive bidding process in which bids were requested for the purchase of the Bonds at specified written terms, and hereby certifies as set forth below with respect to the bidding process and award of the Bonds:

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

2. The Notice of Bond Sale was disseminated electronically and included in the Preliminary Official Statement related to the Bonds, which was made widely available to potential bidders and posted on the Municipal Advisor's website on or about July 29, 2024. The notice of the sale appeared on the calendar of bond sales in The Bond Buyer© newspaper prior to the sale date. The methods of distribution of the Notice of Bond Sale are regularly used for purposes of disseminating notices of sale of new issuances of municipal bonds, and notices disseminated in such manner are widely available to potential bidders.

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

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

5. The winning bidder was Robert W. Baird & Co., Inc., Milwaukee, Wisconsin (the "Purchaser"), whose bid was determined to be the best conforming bid in accordance with the terms set forth in the Notice of Bond Sale, as shown in the bid comparison attached to this Certificate as ***Attachment 3***.

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

Dated: August 29, 2024

BAKER TILLY
MUNICIPAL ADVISORS, LLC

By: _____
Title: _____

ATTACHMENT 1

NOTICE OF BOND SALE

ATTACHMENT 2

BIDS RECEIVED

ATTACHMENT 3

BID COMPARISON

EXHIBIT D

DESCRIPTION OF PROPERTY COMPRISING THE FINANCED IMPROVEMENTS AND LIST OF REIMBURSEMENT EXPENDITURES

$5,940,000
CITY OF EL DORADO, KANSAS
GENERAL OBLIGATION IMPROVEMENT BONDS
SERIES 2024-A
DATED AUGUST 29, 2024

Project No.	Description	Estimated Date Placed in Service	Estimated Useful Life	Estimated Total Cost
569	Hunton & Simpson Paving	09/2024	25 years	$1,350,636
570	5th & 2nd Paving	09/2024	25 years	507,391
584	Myer East Addition Paving	09/2024	25 years	278,667
585	Myer East Addition Sanitary Sewer	09/2024	25 years	229,512
590	Deer Run Addition Paving	09/2024	25 years	453,725
591	Deer Run Addition Sanitary Sewer	***09/2024***	25 years	132,756
603	Adelsperger Smith Addition Waterline Improvements	09/2024	25 years	159,180
612	1000 Block West Locust	08/2024	25 years	34,315
613	119 W. Ash	08/2024	25 years	24,845
617	Public Water Supply Improvements (Metering)	10/2024	25 years	2,373,276
622	BG Stadium Improvements	10/2024	15 years	1,300,000
			Total	$6,844,303
	Estimated Amount Financed from Bonds			***$6,595,000***
	Estimated Amount Financed from Other Sources			***249,303***

List of Expenditures to be Reimbursed from Bond Proceeds

EXHIBIT E

FORM OF ANNUAL COMPLIANCE CHECKLIST

$5,940,000
CITY OF EL DORADO, KANSAS
GENERAL OBLIGATION IMPROVEMENT BONDS
SERIES 2024-A
DATED AUGUST 29, 2024

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

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

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

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

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

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

SCHEDULE 1

DEBT SERVICE SCHEDULE AND PROOF OF YIELD

CONTINUING DISCLOSURE UNDERTAKING

DATED AS OF AUGUST 29, 2024

BY

CITY OF EL DORADO, KANSAS

CITY OF EL DORADO, KANSAS
GENERAL OBLIGATION IMPROVEMENT BONDS
SERIES 2024-A

&

GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2024-1

DATED AUGUST 29, 2024

CONTINUING DISCLOSURE UNDERTAKING

This **CONTINUING DISCLOSURE UNDERTAKING** dated as of August 29, 2024 (the "Continuing Disclosure Undertaking"), is executed and delivered by **CITY OF EL DORADO, KANSAS** (the "Issuer").

RECITALS

1. This Continuing Disclosure Undertaking is executed and delivered by the Issuer in connection with the issuance by the Issuer of its General Obligation Improvement Bonds, Series 2024-A & General Obligation Temporary Notes, Series 2024-1 (collectively, the "Bonds"), pursuant to an Ordinance and Resolutions adopted by the governing body of the Issuer (collectively the "Bond Resolution").

2. The Issuer is entering into this Continuing Disclosure Undertaking for the benefit of the Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the "Rule"). The Issuer is the only "obligated person" with responsibility for continuing disclosure hereunder.

The Issuer covenants and agrees as follows:

Section 1. Definitions. In addition to the definitions set forth in the Bond Resolution, which apply to any capitalized term used in this Continuing Disclosure Undertaking unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" means any Annual Report provided by the Issuer pursuant to, and as described in, ***Section 2*** of this Continuing Disclosure Undertaking, which may include the Issuer's Comprehensive Annual Financial Report, if any, so long as the Comprehensive Annual Financial Report contains the financial information and operating data described in ***Section 2(a)(1)*** and ***(2)***.

"Beneficial Owner" means any registered owner of any Bonds and any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Business Day" means a day other than (a) a Saturday, Sunday or legal holiday, (b) a day on which banks located in any city in which the principal office or designated payment office of the paying agent or the Dissemination Agent is located are required or authorized by law to remain closed, or (c) a day on which the Securities Depository or the New York Stock Exchange is closed.

"Dissemination Agent" means any entity designated in writing by the Issuer to serve as dissemination agent pursuant to this Continuing Disclosure Undertaking and which has filed with the Issuer a written acceptance of such designation.

"EMMA" means the Electronic Municipal Market Access system for municipal securities disclosures established and maintained by the MSRB, which can be accessed at www.emma.msrb.org.

"Financial Obligation" means a: (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of (a) or (b) in this definition; *provided however*, the term Financial Obligation shall not

include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Fiscal Year" means the 12-month period beginning on January 1 and ending on December 31 or any other 12-month period selected by the Issuer as the Fiscal Year of the Issuer for financial reporting purposes.

"Material Events" means any of the events listed in ***Section 3*** of this Continuing Disclosure Undertaking.

"**MSRB"** means the Municipal Securities Rulemaking Board, or any successor repository designated as such by the Securities and Exchange Commission in accordance with the Rule.

"Participating Underwriter" means any of the original underwriter(s) of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

Section 2. Provision of Annual Reports.

(a) The Issuer shall, not later than 365 days immediately following the end of the Issuer's Fiscal Year, commencing with the year ending December 31, 2024, file with the MSRB, through EMMA, the following financial information and operating data (the "Annual Report"):

(1) The audited financial statements of the Issuer for the prior Fiscal Year, prepared in accordance with GAAP basis of accounting. A more detailed explanation of the accounting basis is contained in the Official Statement relating to the Bonds. If audited financial statements are not available by the time the Annual Report is required to be provided pursuant to this Section, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement relating to the Bonds, and the audited financial statements shall be provided in the same manner as the Annual Report promptly after they become available.

(2) Updates as of the end of the Fiscal Year of certain financial information and operating data contained in the final Official Statement related to the Bonds, as described in ***Exhibit A*****,** in substantially the same format contained in the final Official Statement with such adjustments to formatting or presentation determined to be reasonable by the Issuer.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues with respect to which the Issuer is an "obligated person" (as defined by the Rule), which have been provided to the MSRB and are available through EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB on EMMA. The Issuer shall clearly identify each such other document so included by reference.

In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in this Section; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the Issuer's Fiscal Year changes, it shall give notice of such change in the same manner as for a Material Event under ***Section 3***.

(b) The Annual Report shall be filed with the MSRB in such manner and format as is prescribed by the MSRB.

Section 3. Reporting of Material Events. Not later than 10 Business Days after the occurrence of any of the following events, the Issuer shall give, or cause to be given to the MSRB, through EMMA, notice of the occurrence of any of the following events with respect to the Bonds ("Material Events"):

(1) principal and interest payment delinquencies;
(2) non-payment related defaults, if material;
(3) unscheduled draws on debt service reserves reflecting financial difficulties;
(4) unscheduled draws on credit enhancements reflecting financial difficulties;
(5) substitution of credit or liquidity providers, or their failure to perform;
(6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
(7) modifications to rights of bondholders, if material;
(8) bond calls, if material, and tender offers;
(9) defeasances;
(10) release, substitution or sale of property securing repayment of the Bonds, if material;
(11) rating changes;
(12) bankruptcy, insolvency, receivership or similar event of the obligated person;
(13) the consummation of a merger, consolidation, or acquisition involving the obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
(14) appointment of a successor or additional trustee or the change of name of the trustee, if material;
(15) incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material; and
(16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

If the Issuer has not submitted the Annual Report to the MSRB by the date required in ***Section 2(a)***, the Issuer shall send a notice to the MSRB of the failure of the Issuer to file on a timely basis the Annual Report, which notice shall be given by the Issuer in accordance with this ***Section 3***.

Section 4. Termination of Reporting Obligation. The Issuer's obligations under this Continuing Disclosure Undertaking shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If the Issuer's obligations under this Continuing Disclosure Undertaking are assumed in full by some other entity, such person shall be responsible for compliance with this Continuing Disclosure Undertaking in the same manner as if it were the Issuer, and the Issuer shall have no further responsibility hereunder. If such termination or substitution occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination or substitution in the same manner as for a Material Event under ***Section 3***.

Section 5. Dissemination Agents. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Continuing Disclosure Undertaking, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. Any Dissemination Agent may resign as dissemination agent hereunder at any time upon 30 days prior written notice to the Issuer. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report (including without limitation the Annual Report) prepared by the Issuer pursuant to this Continuing Disclosure Undertaking.

Section 6. Amendment; Waiver. Notwithstanding any other provision of this Continuing Disclosure Undertaking, the Issuer may amend this Continuing Disclosure Undertaking and any provision of this Continuing Disclosure Undertaking may be waived, provided that Bond Counsel or other counsel experienced in federal securities law matters provides the Issuer with its written opinion that the undertaking of the Issuer contained herein, as so amended or after giving effect to such waiver, is in compliance with the Rule and all current amendments thereto and interpretations thereof that are applicable to this Continuing Disclosure Undertaking.

In the event of any amendment or waiver of a provision of this Continuing Disclosure Undertaking, the Issuer shall describe such amendment or waiver in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (1) notice of such change shall be given in the same manner as for a Material Event under ***Section 3***, and (2) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 7. Additional Information. Nothing in this Continuing Disclosure Undertaking shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Continuing Disclosure Undertaking or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Material Event, in addition to that required by this Continuing Disclosure Undertaking. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Material Event, in addition to that specifically required by this Continuing Disclosure Undertaking, the Issuer shall have no obligation under this Continuing Disclosure Undertaking to update such information or include it in any future Annual Report or notice of occurrence of a Material Event.

Section 8. Default. If the Issuer fails to comply with any provision of this Continuing Disclosure Undertaking, any Participating Underwriter or any Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Continuing Disclosure Undertaking. A default under this Continuing Disclosure Undertaking shall not be deemed an event of default under the Bond Resolution or the Bonds, and the sole remedy under this Continuing Disclosure Undertaking in the event of any failure of the Issuer to comply with this Continuing Disclosure Undertaking shall be an action to compel performance.

Section 9. Beneficiaries. This Continuing Disclosure Undertaking shall inure solely to the benefit of the Issuer, the Participating Underwriter, and the Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 10. Severability. If any provision in this Continuing Disclosure Undertaking, the Bond Resolution or the Bonds shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 11. Electronic Transactions. The arrangement described herein may be conducted and related documents may be sent, received, or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 12. Governing Law. This Continuing Disclosure Undertaking shall be governed by and construed in accordance with the laws of the State of Kansas.

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IN WITNESS WHEREOF, the Issuer has caused this Continuing Disclosure Undertaking to be executed as of the day and year first above written.

CITY OF EL DORADO, KANSAS

(SEAL)

_____
Mayor

_____
Clerk

EXHIBIT A

FINANCIAL INFORMATION AND OPERATING DATA
TO BE INCLUDED IN ANNUAL REPORT

The financial information and operating data contained in tables in the following sections contained in ***Appendix A*** of the respective final Official Statement relating to the Bonds:

- Trend in Values/Equalized Assessed Valuation
- Tax Rates (Expressed in Mills)
- Tax Levies and Collections
- Ten Largest Taxpayers in the City
- City Indebtedness*
  - General Obligation Bonds
  - Temporary Notes (if any)
  - Other Debt Obligations
- Tax Levies and Collections

* This Operating Data is also available in the Issuer's financial information portion of its Annual Report.

Robert W. Baird & Co., Inc. - Milwaukee, WI's Bid
City of El Dorado, Kansas
~~$6,595,000~~ $5,940,000 General Obligation Improvement Bonds, Series 2024-A

For the aggregate principal amount of ~~$6,595,000.00~~ $5,940,000.00 , we will pay you ~~$7,238,536.20~~ $6,524,099.98, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount $	Amount $	Coupon %	Yield %	Dollar Price	Bond Insurance
11/01/2025	~~365M~~	305M	5.0000	2.8400	102.469	
11/01/2026	~~435M~~	365M	5.0000	2.8100	104.579	
11/01/2027	~~445M~~	390M	5.0000	2.7800	106.692	
11/01/2028	~~465M~~	410M	5.0000	2.7600	108.766	
11/01/2029	~~485M~~	425M	5.0000	2.7400	110.825	
11/01/2030	~~500M~~	450M	5.0000	2.7400	112.749	
11/01/2031	~~520M~~	470M	5.0000	2.7400	114.621	
11/01/2032	~~540M~~	495M	5.0000	2.7500	116.363	
11/01/2033	~~560M~~	515M	5.0000	2.7800	117.860	
11/01/2034	~~585M~~	540M	5.0000	2.8200	117.506	
11/01/2035	-					
11/01/2036	~~280M~~	255M	5.0000	2.9400	116.452	
11/01/2037	-					
11/01/2038	~~310M~~	295M	5.0000	3.0500	115.495	
11/01/2039	-					
11/01/2040	~~335M~~	315M	4.0000	3.5000	103.890	
11/01/2041	-					
11/01/2042	~~365M~~	345M	3.6250	3.7000	99.010	
11/01/2043	-					
11/01/2044	~~405M~~	365M	4.0000	3.7000	102.311	

Total Interest Cost:	~~$2,616,088.99~~	$2,392,061.91
Premium:	~~$643,536.20~~	$584,099.98
Net Interest Cost:	~~$1,972,552.79~~	$1,807,961.93
TIC:	~~3.275254~~	3.279477
Total Insurance Premium:	$0.00	$0.00

Time Last Bid Received On: 08/05/2024 9:52:44 CDST08

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: Robert W. Baird & Co., Inc., Milwaukee, WI
Contact: Peter Anderson
Telephone: 414-765-7331

Issuer Name:	City of El Dorado, Kansas	Company Name:	Robert W. Baird & Co., Inc.
Accepted By:	_____	Accepted By:	Peter Anderson
Date:	August 5, 2024	Date:	August 5, 2024

TO: City Commission
FROM: Tabitha Sharp, Assistant City Manager
SUBJ: Consideration of a Resolution authorizing the issuance, sale and delivery of General Obligation Temporary Notes, Series 2024-1
DATE: August 5, 2024

Summary:
The City of El Dorado issued Temporary Notes in 2022 for the purpose of funding the improvements to the Adlesperger Smith Addition Phase III. The developer has requested additional time prior to the issuance of assessments on the properties, and so the city will be rolling the sewer and paving projects into a new Temporary Note. The new note will include the amount financed by the 2022 Temporary Note plus interest, and then new funds will be added to cover the final cost of the project. According to the City's policy, the costs for water improvements in new developments are borne by the City. Therefore, costs associated with the extension of water lines to the development are being rolled into a separate G.O. Bond issue.

In addition to the Adlesperger projects, staff are requesting temporary financing for the Building a Stronger Economy (BASE) grant projects. The city was able to fund $8.5 million of the BASE grant projects through grants and fund balance, but increased costs in construction require additional revenue to finance the project.

The projects included in the Temporary Note are as follows:

Project No.	Project Description	Amount to be Financed
601 & 602	Adlesperger Smith Addition - Paving & Sanitary Sewer Refinance	$875,000
601 & 602	Adlesperger Smith Addition – Paving & Sanitary Sewer New Money	$255,000
605	City Infrastructure Improvements	$2,840,000

Staff are requesting the Commission allow the issuance, sale and delivery of Temporary Note Series 2024-1 in the amount of $3,970,000.

Attachments:
1. BASICDOCS
2. CLOSING DOCS
3. DISTLIST
4. FTC
5. Bid Tab - El Dorado 2024-I

Funding Source:
The interest on the Temporary Notes will be paid from the Bond and Interest Fund. Those interest payments are estimated at approximately $200,000 per year.

The projects will be rolled into a G.O. Bond when they are completed. At that time, the developer costs will be paid through property tax assessments and the city-at-large costs will be paid with property tax revenues from the Bond and Interest Fund. The recent rate increase in water and sewer will help pay their portion of these costs. The final at-large costs will be paid from the Bond and Interest Fund. The city strives to keep the Bond and Interest mill levy at 10 mills, the addition of

interest for this Temporary Note is included in the 2025 Proposed Budget and the fund is still within the 10 mill limit.

Operation Impact:
Utilizing temporary financing allows the city to pay for improvements without utilizing fund balances, and also to plan expenses around available revenues.

Options/Alternatives:
1. The City Commission may approve the Resolution authorizing the offering for sale of the Temporary Notes.
2. The City Commission may table the item and request further information on the purpose/implications of the issuance of Temporary Notes.
3. The City Commission may decline to approve the Resolution and request that staff find alternative financing methods.

Staff Recommendation:
Authorize the Resolution authorizing the issuance, sale and delivery of General Obligation Temporary Notes, Series 2024-1.

Commission Action:
Commissioner _____ moved to approve Resolution No. 2990 authorizing and directing the issuance, sale, and delivery of General obligation temporary notes, series 2024-1, of the City of El Dorado, 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.

Commissioner _____ seconded the motion.

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF EL DORADO, KANSAS
HELD ON AUGUST 5, 2024**

The governing body met in regular session at the usual meeting place in the City, at 5:30 p.m., the following members being present and participating, to-wit:

Absent:

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

* * * * * * * * * * * * * *

(Other Proceedings)

The Clerk reported that pursuant to the Notice of Note Sale heretofore duly given, bids for the purchase of General Obligation Temporary Notes, Series 2024-1, dated August 29, 2024, of the City had been received. A tabulation of the bids is set forth as ***Exhibit A*** hereto.

The governing body reviewed and considered the bids and it was found and determined that the bid of OPPENHEIMER & CO., INC., PHILADELPHIA, PENNSYLVANIA, was the best bid for the Notes, a copy of which is attached hereto as ***Exhibit B***.

Commissioner _____ moved 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. The motion was seconded by Commissioner _____. The motion was carried by a vote of the governing body as follows:

Yea: _____.

Nay: _____.

There was presented a Resolution entitled:

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2024-1, OF THE CITY OF EL DORADO, 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.

Commissioner _____ moved that the Resolution be adopted. The motion was seconded by Commissioner _____. The Resolution was duly read and considered, and upon being put, the motion for the adoption of the Resolution was carried by the vote of the governing body as follows:

Yea: _____.

Nay: _____.

The Mayor declared the Resolution duly adopted and the Resolution was then duly numbered Resolution No. 2990 and was signed by the Mayor and attested by the Clerk.

* * * * * * * * * * * * * *

(Other Proceedings)

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

CERTIFICATE

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

(SEAL)

_____
Clerk

EXHIBIT A
BID TABULATION

$3,870,000 CITY OF EL DORADO, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES

Dated: August 29, 2024
Series 2024-1
Good Faith Deposit: $79,400

Sale Date: August 5, 2024
10:00 A.M., Central Time
Max Interest Rate: 7.195%

BIDDERS

El Dorado
$General Obligation Notes, Series 2024-1

Bidder Name	TIC
Oppenheimer & Co., Inc.	3.195604
Country Club Bank	3.277962
Robert W. Baird & Co., Inc.	3.451644
Piper Sandler & Co	3.576989
Northland Securities, Inc.	3.582179

EXHIBIT B

(BID OF PURCHASER)

For the aggregate principal amount of ~~$3,970,000.00~~ $3,870,000.00, we will pay you ~~$3,976,232.90~~ $3,876,075.90, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate:

Maturity Date	~~Amount $~~	Amount $	Coupon %	Yield %	Dollar Price	Bond Insurance
11/01/2027	~~3,970M~~	3,870M	3.2500	2.8500	100.455	

Total Interest Cost:	~~$409,295.97~~	$398,986.25
Premium:	~~$6,232.90~~	$6,075.90
Net Interest Cost:	~~$403,063.07~~	$392,910.35
TIC:	~~3.195604~~	3.195604
Total Insurance Premium:	~~$0.00~~	$0.00

Time Last Bid Received On:08/05/2024 9:50:17 CDST08/05/2024 9:50:17 CDST

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: Oppenheimer & Co., Inc., Philadelphia, PA
Contact: Al Fleitas
Title: MD
Telephone: 401-277-0109
Fax: 401-277-0160

Issuer Name:	City of El Dorado, Kansas	Company Name:	Oppenheimer & Co., Inc.
Accepted By:	_____	Accepted By:	_____
Date:	August 5, 2024	Date:	August 5, 2024

Gilmore & Bell, P.C.
08/05/2024

RESOLUTION NO. 2990

OF

THE CITY OF EL DORADO, KANSAS

ADOPTED

AUGUST 5, 2024

GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2024-1

RESOLUTION

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RESOLUTION NO. 2990

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2024-1, OF THE CITY OF EL DORADO, 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 El Dorado, Kansas (the "Issuer") is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

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

Project No.	Project Description	Res. No.	Authority	Amount
601	Adlesperger Smith Addition - Paving	2947	12-6a01 *et seq*	$843,904.38
602	Adlesperger Smith Addition – Sanitary Sewer	2946	12-6a01 *et seq*	144,509.00
605	City Infrastructure Improvements	2950	K.S.A. 12-617 *et seq*.,/ C.O. No. 21, K.S.A. 12-685 *et seq*., and K.S.A. 65-163d *et seq*.	$12,800,000.00
	Total:			***$13,788,413.38***

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

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

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

WHEREAS, the Issuer has heretofore issued the following temporary notes to temporarily finance a portion of the costs of the Improvements (the "Existing Notes"):

Series	Dated Date	Maturity Date	Original Amount	Outstanding Amount
2022-1	09/27/2022	09/01/2024	$3,320,000	$3,320,000

; and

WHEREAS, all aspects of the Improvements will not be completed prior to the maturity date of the Existing Notes and it is necessary for the Issuer to provide cash funds to meet its obligations on a portion of the Existing Notes by the issuance of additional temporary notes of the Issuer; and

WHEREAS, the Issuer proposes to issue its temporary notes to pay a portion of the costs of the Improvements and to retire a $755,000 portion of Existing Notes, the balance of the outstanding principal amount of the Existing Notes to be retired by the Issuer's general obligation bonds; 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 $3,870,000 to pay a portion of the costs of the Improvements and retire a portion of the Existing Notes.

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

ARTICLE I

DEFINITIONS

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

"Act" means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, specifically including K.S.A. 10-123, K.S.A. 10-620 *et seq*., K.S.A. 12-617 *et seq*., as amended by Charter Ordinance No. 21, K.S.A. 12-685 *et seq*. K.S.A. 12-6a01 *et seq*., and K.S.A. 65-163d *et seq*., all as amended and supplemented from time to time.

"Authorized Denomination" means $5,000 or any integral multiples thereof.

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

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

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

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

"Cede & Co." means Cede & Co., as nominee of DTC.

"City" means the City of El Dorado, Kansas.

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

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

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

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

"Costs of Issuance Account" means the Costs of Issuance Account for General Obligation Temporary Notes, Series 2024-1 created pursuant to ***Section 501*** hereof.

"Dated Date" means August 29, 2024.

"Debt Service Account" means the Debt Service Account for General Obligation Temporary Notes, Series 2024-1 (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.

"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 2024-1 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 May 1 and November 1 of each year, commencing May 1, 2025.

"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 2024-1, 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:

220 E. 1st Avenue
Fax: (316) 321-6282
El Dorado, Kansas 67042

(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:

Oppenheimer & Co., Inc.
1818 Market St. 27th Floor
Philadelphia, Pennsylvania 19103
Fax: (401) 277-0160

(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 premium of $6,075.90.

"Purchaser" means Oppenheimer & Co., Inc., Philadelphia, PA, the original purchaser of the Notes, and any successors and assigns.

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

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

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

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

"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.

"Refunded Notes" means a $755,000 portion of the Series 2022-1 Notes.

"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 September 1, 2024.

"Refunded Notes Resolution" means the resolution which authorized the Refunded Notes.

"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.

"Series 2022-1 Notes" means the Issuer's General Obligation Temporary Notes, Series 2022-1, dated September 27, 2022.

"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 2024-1, of the Issuer in the principal amount of $3,870,000, for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; (b) retiring the Refunded Notes; and (c) pay Costs of Issuance.

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

Stated Maturity	**Principal**	**Annual Rate**
November 1	**Amount**	**of Interest**
2027	$3,870,000	3.25%

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

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

Section 203. Designation of Paying Agent and Note Registrar. The State Treasurer is hereby designated as the Paying Agent for the payment of principal of and interest on the Note and Note Registrar

with respect to the registration, transfer and exchange of Notes. The Mayor of the Issuer is hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Note Registrar and Paying Agent for the Notes.

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

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

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

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

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

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

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

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

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

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

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

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

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

At reasonable times and under reasonable regulations established by the Note Registrar, the Note Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or

more in principal amount of the Notes then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Note Registrar.

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

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

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

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

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

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

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

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

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

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

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

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

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Note. Upon the issuance of Replacement Notes, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Note Registrar, to the extent applicable with respect to such Replacement Notes. If the Securities Depository resigns and the Issuer, the Note Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Note Registrar shall authenticate and cause delivery of Replacement Notes

to Owners, as provided herein. The Note Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Notes. The cost of printing, registration, authentication, and delivery of Replacement Notes shall be paid for by the Issuer.

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

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

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

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

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

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

ARTICLE III

REDEMPTION OF NOTES

Section 301. Redemption by Issuer.

Optional Redemption. At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity on November 1, 2025, 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, 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 in part 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 2024-1.

(b) Redemption Fund for Refunded Notes.

(c) Debt Service Account for General Obligation Temporary Notes, Series 2024-1.

(d) Costs of Issuance Account for General Obligation Temporary Notes, Series 2024-1.

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

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

(a) An amount necessary to pay the Costs of Issuance shall be deposited in the Costs of Issuance Account.

(b) An amount necessary to refund the Refunded Notes shall be deposited in the Redemption Fund.

(c) The remaining balance of the proceeds derived from the sale of the Notes shall be deposited in the Improvement Fund.

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

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

Section 504. Substitution of Improvements; Reallocation of Proceeds.

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

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

Section 505. Application of Moneys in the Redemption Fund. Moneys in the 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 Redemption Fund not needed to retire the Refunded Notes shall be transferred to the Debt Service Account.

Section 506. 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 in trust 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 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 depositaries 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 Note Resolution and the Federal Tax Certificate in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account; provided that, during the period of construction of the Improvements, earnings on the investment of such funds may be credited to the Debt Service Account.

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

ARTICLE VI

DEFAULT AND REMEDIES

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

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

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

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

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

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

ARTICLE VII

DEFEASANCE

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

ARTICLE VIII

TAX COVENANTS

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

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

ARTICLE IX

CONTINUING DISCLOSURE REQUIREMENTS

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

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

ARTICLE X

MISCELLANEOUS PROVISIONS

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

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

(a) Extend the maturity of any payment of principal or interest due upon any Note;

(b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Note;

(c) permit preference or priority of any Note over any other Note; or

(d) reduce the percentage in principal amount of Notes required for the written consent to any modification or alteration of the provisions of this Note Resolution.

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

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

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

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

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

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

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

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

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

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

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

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

Section 1006. Further Authority. The officers and officials of the Issuer, including the Mayor and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Note Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and

other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

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

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

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

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ADOPTED by the governing body of the Issuer on August 5, 2024.

(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 August 5, 2024, as the same appears of record in my office.

DATED: August 5, 2024.

_____
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 BUTLER
CITY OF EL DORADO
GENERAL OBLIGATION TEMPORARY NOTE
SERIES 2024-1

Interest Rate:	**Maturity Date:**	**Dated Date: August 29, 2024**	**CUSIP:**

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of El Dorado, in the County of Butler, 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 May 1 and November 1 of each year, commencing May 1, 2025 (the "Interest Payment Dates"), at maturity 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 2024-1," aggregating the principal amount of $3,870,000 (the "Notes") issued for the purposes set forth in the Resolution of the Issuer authorizing the issuance of the Notes (the "Note Resolution"). The Notes are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 10-123, K.S.A. 12-617 *et seq*., as amended by Charter Ordinance No. 21, K.S.A. 12-685 *et seq*. K.S.A. 12-6a01 *et seq*., and K.S.A. 65-163d *et seq*., as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

General Obligations. The Notes constitute general obligations of the Issuer payable as to both principal and interest in part 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 EL DORADO, KANSAS

(Facsimile Seal)

By: _____(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: _____(facsimile)_____
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is one of a series of General Obligation Temporary Notes, Series 2024-1, of the City of El Dorado, Kansas, described in the within mentioned Note Resolution.

Registration Date: _____

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

By: _____

Registration Number: 0135-008-082924-___

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 BUTLER)

The undersigned, Clerk of the City of El Dorado, Kansas, does hereby certify that the within Note has been duly registered in my office according to law as of August 29, 2024.

WITNESS my hand and official seal.

(Facsimile Seal) _____(facsimile)_____
Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

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

WITNESS my hand and official seal.

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

TRANSCRIPT OF PROCEEDINGS

AUTHORIZING THE ISSUANCE

OF

$3,870,000

CITY OF EL DORADO, KANSAS

GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2024-1

DATED AUGUST 29, 2024

Legal Opinion

Gilmore & Bell, P.C.
Wichita, Kansas

$3,870,000
CITY OF EL DORADO, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2024-1
DATED AUGUST 29, 2024

_____

CLOSING LIST

_____

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

1. City of El Dorado, Kansas (the "Issuer")

2. Ashlyn B. Lindskog, ("Issuer's Counsel")

3. Attorney General of the State of Kansas [*Original*]

4. State Treasurer, Topeka, Kansas (the "Paying Agent")

5. Oppenheimer & Co., Inc., Philadelphia, Pennsylvania (the "Original Purchaser")

6. Baker Tilly Municipal Advisors, LLC, Overland Park, KS 66211 (the "Municipal Advisor")

7. Gilmore & Bell, P.C., Wichita, Kansas ("Bond Counsel")

Document
Number

PROCEEDINGS AUTHORIZING THE IMPROVEMENTS

1. **Project 601 - Adlesperger Smith Addition - Paving Improvements**
   - Project Estimate
   - Map of Improvement District
   - Petition
   - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 2947
   - Resolution No. 2947 authorizing paving improvements (recorded)
   - Affidavit of Publication of Resolution No. 2947

2. **Project 602 - Adlesperger Smith Addition – Sanitary Sewer Improvements**
   - Project Estimate
   - Map of Improvement District
   - Petition
   - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 2946
   - Resolution No. 2946 authorizing sanitary sewer improvements (recorded)
   - Affidavit of Publication of Resolution No. 2946

3. **Project 605 - City Infrastructure Improvements**
   - Project Estimate
   - Map of Improvement District
   - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 2950
   - Resolution No. 2950 authorizing paving improvements

PROCEEDINGS AUTHORIZING THE SALE
AND ISSUANCE OF THE NOTES

4. Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 2986

5. Resolution No. 2986 authorizing the offering for sale of the Notes

6. Notice of Note Sale, Preliminary Official Statement and Certificate Deeming Preliminary Official Statement Final

7. Official Statement

8. Continuing Disclosure Undertaking

9. Excerpt of Minutes of the governing body meeting evidencing opening of the bids, acceptance of the best bid of the Original Purchaser and adoption of Resolution No. 2990

10. Resolution No. 2990 authorizing the issuance and prescribing the form and details of the Notes

CLOSING DOCUMENTS

11. Transcript Certificate
    Exhibit A – Statement of Costs
    Exhibit B – Schedule of Outstanding General Obligation Indebtedness

12. Uniform Facsimile of Signature Certificates

13. Authorization of State Treasurer to use facsimile signature and seal

14. Specimen Note and Printer's Certificate

15. Agreement Between Issuer and Agent

16. DTC Blanket Letter of Representations

17. Rating Letter - Standard & Poor’s

18. Closing Certificate

19. Federal Tax Certificate
Exhibit A – Internal Revenue Service Form 8038-G and evidence of filing
Exhibit B – Receipt for Purchase Price
Exhibit C – Receipt and Representation
Exhibit C-1 – Certificate of Municipal Advisor
Exhibit D – Description of Property Comprising the Financed Improvements [and List of Reimbursement Expenditures]
Exhibit E – Sample Annual Compliance Checklist
Schedule 1 – Debt Service Schedule & Proof of Yield

LEGAL OPINIONS

20. Approving legal opinion of Gilmore & Bell, P.C.

21. Approval letter of Attorney General

MISCELLANEOUS DOCUMENTS

22. Closing Letter

* * * * *

Gilmore & Bell, P.C.
08/05/2024

TRANSCRIPT CERTIFICATE

$3,870,000
CITY OF EL DORADO, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2024-1
DATED AUGUST 29, 2024

The undersigned Mayor and Clerk of the City of El Dorado, Kansas (the "Issuer"), do hereby make this certificate for inclusion in the transcript of and as a part of the proceedings authorizing and providing for the issuance of the above described notes (the "Notes"); and do hereby certify as of August 5, 2024, as follows:

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

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

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

4. Newspaper. The ***Butler County Times-Gazette*** was the official newspaper of the Issuer at all times during these proceedings.

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

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

Name	Title	Term of Office
Bill Young	Mayor	01/2020 to 12/2025
Kelly Tetrick	Commissioner	01/2022 to 01/2026
Leon Leachman	Commissioner	01/2022 to 01/2026
Kendra Wilkinson	Commissioner	04/2015 to 12/2027
Syndee Scribner	Commissioner	12/4/2023 to 12/2027
Greggory (Gregg) Lewis	Commissioner	04/2015 to 12/4/2023
Emerald Ashlock	Clerk	01/2024 to Date
Tabitha Sharp	Clerk	04/2010 to 12/2023

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

8. Authorization and Purpose of the Notes. The Notes are being issued pursuant to Resolution No. 2990 (the "Note Resolution") of the Issuer pursuant to K.S.A. 10-123 for the purpose of paying costs of issuance and:

(a) paying a portion of the costs of certain internal improvements (the "Improvements") authorized by the governing body of the Issuer pursuant to K.S.A. 12-617 *et seq*., as amended by Charter Ordinance No. 21, K.S.A. 12-685 *et seq*. K.S.A. 12-6a01 *et seq*., and K.S.A. 65-163d *et seq*., as amended, and all other applicable provisions of the laws of the State of Kansas.

(b) retiring the following temporary notes of the Issuer, issued to temporarily finance the Improvements (the "Refunded Notes"):

Description	***Series***	***Dated Date***	***Maturity Date***	***Amount***
General Obligation Temporary Notes	2022-1	09/27/2022	09/01/2024	$755,000*

*The balance of the Series 2022-1 Notes will be retired with the proceeds of the Issuer's General Obligation Bonds, Series 2024-A.

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

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

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

10. Valuation. The total assessed valuation of the taxable tangible property within the Issuer for the year 2024, is as follows:

Equalized Assessed Valuation of Taxable Tangible Property	$117,791,387
Tangible Valuation of Motor Vehicles	12,619,841
Equalized Assessed Tangible Valuation for Computation of Bonded Debt Limitations	***$130,411,228***

11. Non-litigation. There is no controversy, suit or other proceedings of any kind pending or threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way: (a) the legal organization of the Issuer or its boundaries; (b) the right or title of any of its officers to their respective offices; (c) the legality of any official act shown to have been done in the Transcript; (d) the constitutionality or validity of the indebtedness represented by the Notes shown to be authorized in the Transcript; (e) the validity of the Notes, or any of the proceedings had in relation to the authorization, issuance or sale thereof; or (f) the levy and collection of a tax to pay the principal of and interest on the Notes.

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

_____
Mayor

(SEAL)

_____
Clerk

EXHIBIT A

STATEMENT OF COST

Re: General Obligation Temporary Notes, Series 2024-1, Dated August 29, 2024, of the City of El Dorado, Kansas

Sources of Funds:	
Principal Amount of the Notes	$3,870,000.00
Reoffering Premium/Discount	17,608.50
Total	***$3,887,608.50***
Uses of Funds:	
Deposit to Project Fund	$3,059,509.40
Deposit to Redemption Fund	765,796.50
Underwriter's Compensation	11,532.60
Costs of Issuance	50,770.00
Total	***$3,887,608.50***

EXHIBIT B

CITY OF EL DORADO, KANSAS

SCHEDULE OF OUTSTANDING GENERAL OBLIGATION INDEBTEDNESS
(as of August 29, 2024)

GENERAL OBLIGATION BONDS

Description of Indebtedness	Dated Date	Final Maturity	Original Principal Amount	Amount Outstanding	Subject to Debt Limit
G.O. Bonds, Series 2010	11/15/2010	11/01/2025	$2,195,000	$ 215,000	$ 121,712
G.O. Ref. & Imp. Bonds, Series 2013A	06/27/2013	11/01/2028	6,645,000	1,450,000	467,335
G.O. Ref. & Imp. Bonds, Series 2015A	08/20/2015	11/01/2025	3,937,000	480,000	146,592
G.O. Ref. & Imp. Bonds, Series 2016A	08/31/2016	11/01/2027	8,515,000	2,950,000	224,200
G.O. Imp. Bonds, Series 2019A	05/01/2019	11/01/2039	2,835,000	2,425,000	2,212,124
G.O. Ref. & Imp. Bonds, Series 2021A	12/14/2021	11/01/2041	6,340,000	5,590,000	3,440,929
G.O. Ref. & Imp. Bonds, Series 2024-A	08/29/2024	11/01/2044	6,595,000	$5,940,000	3,092,542
	Total			***$19,050,000***	***$9,705,434***

TEMPORARY NOTES

Description of Indebtedness	Dated Date	Final Maturity	Original Principal Amount	Amount Outstanding	Subject to Debt Limit
G.O Temporary Notes, Series 2023-1	12/27/2023	12/01/2025*	$2,555,000	$2,555,000	$ 0
G.O Temporary Notes, Series 2024-1	08/29/2024	12/01/2027	3,970,000	$3,870,000	936,216
	Total			***$6,425,0000***	***$936,216***

Excludes Refunded Notes to be refunded from the proceeds of the Issuer's Series 2024-A Bonds; Series 2023-1 Notes will be called for redemption on 11/19/2024

Gilmore & Bell, P.C.
08/05/2024

AGREEMENT BETWEEN ISSUER AND AGENT

$3,870,000
CITY OF EL DORADO, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2024-1
DATED AUGUST 29, 2024

THIS AGREEMENT, dated as of August 29, 2024, between the City of El Dorado, Kansas, a municipality (the "Issuer"), and the State Treasurer of Kansas, as Agent (the "Agent").

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

Now, therefore, it is hereby agreed as follows:

I. APPOINTMENT

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

II. BASIC DUTIES

A. Issuer or its duly authorized representative agrees to furnish Agent the name(s) and address(es) of the initial registered owner(s) of the Securities together with such registered owners' tax identification (social security) number(s), the maturity date(s), denomination(s) and interest rate(s) for each Security.

B. Agent shall manually authenticate the originally issued Securities upon the written order of one or more authorized officers of Issuer. Thereafter, Agent shall manually authenticate all Securities resulting from transfer or exchange of Securities.

C. Agent shall maintain an office in the City of Topeka, Kansas, where Securities may be presented for registration, transfer and exchange; and shall also maintain an office in the City of Topeka, Kansas, where Securities may be presented for payment. Agent shall keep a register of the Securities and their transfer and exchange.

D. Agent may rely upon any document believed by it to be genuine and to have been signed or presented by the proper person. Agent need not investigate any fact or matter stated in the document. Agent undertakes to perform such duties and only such duties set forth in K.S.A. 10-620 et seq., except as specifically provided in this Agreement.

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

III. COMPENSATION

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

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

IV. STANDARD OF PERFORMANCE

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

A. *STATEMENTS OF OWNERSHIP*

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

B. *CERTIFICATED SECURITIES*

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

C. *INTEREST CALCULATIONS*

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

per unit calculation is subsequently rounded to two decimal positions. (See Attachment "A" for sample calculation.)

D. ***SURRENDER***

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

E. ***TRANSFERS AND EXCHANGES***

1. When Securities are presented to Agent for transfer or exchange, Agent shall so transfer or exchange such Securities if the requirements of Section 8-401(1) of the Uniform Commercial Code are met.

2. In accordance with the authorizing Resolution of the Issuer (the "Note Resolution"), payments of interest shall be made to the owner of record of each Security as of the close of business on the fifteenth day of the month preceding each interest payment date. The Agent shall make such payments to the record owner of each Security as set forth on the registration books maintained by Agent as of such date.

3. Agent shall not be required to transfer or exchange any Security during a period beginning on the day following the fifteenth day of the month preceding any interest payment date for such Securities and ending at the close of business on the interest payment date, or to transfer or exchange any Security selected or called for redemption in whole or in part subsequent to the date notice of such redemption is given in accordance with the Note Resolution authorizing the Securities.

F. ***REGISTRATION DATES AND FUNDS FOR PAYMENTS***

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

G. ***REPLACEMENT OF SECURITIES***

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

H. ***REDEMPTIONS***

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

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

I. ***MISCELLANEOUS***

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

J. ***REPORTS***

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

K. ***CONSTRUCTION***

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

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CITY OF EL DORADO, KANSAS

By _____
Mayor

(SEAL)

ATTEST:

By _____
Clerk

OFFICE OF THE TREASURER
OF THE STATE OF KANSAS

(SEAL)

By _____
Director of Fiscal Services

ATTACHMENT "A"

SAMPLE

	$5,000.00000	Bond Unit
x	.06875	Interest Rate
=	343.750000	Rounded to six decimal places
/	360	Days per year
=	.954861	Rounded to six decimal places
x	180	Day in interest period
=	171.874980	(Rounded to second decimal = $171.87)

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

Gilmore & Bell, P.C.
08/05/2024

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

$3,870,000
CITY OF EL DORADO, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2024-1
DATED AUGUST 29, 2024

In order to induce the Depository Trust Company (the "DTC") to accept delivery of the above captioned notes (the "Notes") for safekeeping prior to the delivery of the Notes on August 29, 2024 (the "Closing Date"), the City of El Dorado, Kansas (the "Issuer"), and the Treasurer of the State of Kansas (the "Agent") hereby agree to place the entire principal amount of the Notes, in the custody, control and possession of DTC at least one day prior to the Closing Date. The Issuer further agrees that by copy of this letter appropriately executed, it will notify DTC to follow the instructions of Oppenheimer & Co., Inc., Philadelphia, Pennsylvania, as the Underwriter (the "Underwriter") in distributing the Notes.

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

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

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CITY OF EL DORADO, KANSAS

Dated: August 5, 2024

By: _____
Clerk

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

Dated: _____

By: _____
Title: _____

CLOSING CERTIFICATE

$3,870,000
CITY OF EL DORADO, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2024-1
DATED AUGUST 29, 2024

The undersigned Mayor and Clerk of the City of El Dorado, Kansas (the "Issuer"), make this Certificate for inclusion in the transcript of and as a part of the proceedings authorizing and providing for the issuance of the above described notes (the "Notes"); and certify as of August 29, 2024 (the "Issue Date"), as follows:

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

2. Transcript of Proceedings. The transcript of proceedings relating to the authorization and issuance of the Notes (the "Transcript"), furnished to the Purchaser of the Notes, is to the best of our knowledge, information and belief full and complete; none of such proceedings have been modified, amended or repealed, except as might be shown in the Transcript; and the facts stated in the Transcript still exist. In each instance where copies appear in the Transcript, such copies are true and correct duplicates of the original instruments now on file with the Clerk. All certifications made by the Issuer in the Transcript Certificate dated August 5, 2024 are true and correct as of this date and are incorporated in this Certificate by reference.

3. Authorization and Purpose of the Notes. The Issuer is issuing and delivering the Notes simultaneously with the delivery of this Certificate, pursuant to and in full compliance with the Constitution and statutes of the State, including particularly K.S.A. 10-123, K.S.A. 12-617 *et seq*., as amended by Charter Ordinance No. 21, K.S.A. 12-685 *et seq*. K.S.A. 12-6a01 *et seq*., and K.S.A. 65-163d *et seq*., as amended, and Resolution No. 2990 of the Issuer duly adopted by the governing body of the Issuer on August 5, 2024 (the "Note Resolution") for the purpose of paying costs of issuance and:

(a) paying a portion of the costs of certain internal improvements (the "Improvements").

(b) retiring the following temporary notes of the Issuer, issued to temporarily finance the Improvements (the "Refunded Notes"):

Description	***Series***	***Dated Date***	***Maturity Date***	***Amount***
General Obligation Temporary Notes	2022-1	09/27/2022	09/01/2024	$755,000*

*The balance of the Series 2022-1 Notes will be retired with the proceeds of the Issuer's General Obligation Bonds, Series 2024-A.

4. Security for the Notes. The Notes are general obligations of the Issuer payable as to both principal and interest from the proceeds of general obligation bonds of the Issuer or from special assessments levied upon the property benefited by the Improvements and, if not so paid, to the extent

necessary, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer, with the balance payable, to the extent necessary, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are pledged under the Note Resolution to the payment of the principal of and interest on the Notes.

5. Sale of Notes. The Notes have been sold at rates not in excess of the limitations set forth in K.S.A. 10-1009. The Notice of Note Sale dated July 15, 2024 and included in the Transcript constitutes a full true and correct copy thereof. A copy of such Notice of Note Sale and Preliminary Official Statement was sent to prospective purchasers of the Notes, and to all other persons and firms requesting copies of such Notice of Note Sale and Preliminary Official Statement.

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

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

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

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WITNESS our signatures and the seal of the Issuer.

_____
Mayor

(SEAL)

_____
Clerk

Gilmore & Bell, P.C.
08/05/2024

[FORM OF BOND COUNSEL OPINION]

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

[August 29, 2024]

Governing Body
City of El Dorado, Kansas

Oppenheimer & Co., Inc.
Philadelphia, Pennsylvania

Re: $3,870,000 Gefneral Obligation Temporary Notes, Series 2024-1, of the City of El Dorado, Kansas, Dated August 29, 2024

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

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

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

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

2. The Notes are payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of certain 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 Issuer is required by law to include in its annual tax levy the principal and interest coming due on the Notes to the extent that necessary funds are not provided from other sources.

3. The interest on the Notes is: (a) excludable from gross income for federal income tax purposes; and (b) not an item of tax preference for purposes of the federal alternative minimum tax. The opinions set forth in this paragraph are subject to the condition that the Issuer complies with all requirements of the Internal Revenue Code of 1986, as amended (the "Code") that must be satisfied subsequent to the issuance of the Notes in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with all of these requirements. Failure to comply with certain of these requirements may cause interest on the Notes to be included in gross income

for federal income tax purposes retroactive to the date of issuance of the Notes. The Notes have **not** been designated as "qualified tax-exempt obligations" for purposes of Code § 265(b)(3). We express no opinion regarding other federal tax consequences arising with respect to the Notes.

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

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

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

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

GILMORE & BELL, P.C.

MLW:paj

CITY OF EL DORADO, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2024-1

DISTRIBUTION LIST

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FEDERAL TAX CERTIFICATE

Dated as of August 29, 2024

OF

THE CITY OF EL DORADO, KANSAS

$3,870,000
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2024-1

FEDERAL TAX CERTIFICATE

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E. SAMPLE ANNUAL COMPLIANCE CHECKLIST

Schedule 1 Debt Service Schedule and Proof of Yield

* * *

FEDERAL TAX CERTIFICATE

THIS FEDERAL TAX CERTIFICATE (the "Tax Certificate") is executed as of August 29, 2024 (the "Issue Date"), by the City of El Dorado, Kansas (the "Issuer").

RECITALS

1. This Tax Certificate is being executed and delivered in connection with the issuance by the Issuer of $3,870,000 principal amount of General Obligation Temporary Notes, Series 2024-1 (the "Notes"), under Resolution No. 2990 adopted by the Issuer on August 5, 2024 (the "Note Resolution"), for the purposes described in this Tax Certificate and in the Note Resolution.

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

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

4. The Issuer adopted a Tax-Exempt Financing Compliance Policy and Procedure, dated November 21, 2011 (the "Tax Compliance Procedure") for the purpose of setting out general procedures for the Issuer to monitor and comply with the federal income tax requirements set out in the Code and the Regulations. This Tax Certificate is entered into as required by the Tax Compliance Procedure to set out specific tax compliance procedures applicable to the Notes.

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

ARTICLE I

DEFINITIONS

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

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

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

"Bond Compliance Officer" means the Issuer's Clerk or other person named in the Tax Compliance Procedure.

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

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

"Code" means the Internal Revenue Code of 1986, as amended.

"Designated Portion" means, with respect to Code § 265, $3,132,608.50 of the issue price of the Notes.

"Deemed Designated Portion" means, with respect to Code § 265, $755,000 of the issue price of the Notes utilized to retire the principal of the Refunded Obligations.

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

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

"Gross Proceeds" means (a) sale proceeds (any amounts actually or constructively received by the Issuer from the sale of the Notes, including amounts used to pay underwriting discount or fees, but excluding pre-issuance accrued interest), (b) investment proceeds (any amounts received from investing sale proceeds or other investment proceeds), (c) any amounts held in a sinking fund for the Notes, (d) any amounts held in a pledged fund or reserve fund for the Notes, and (e) any other replacement proceeds.

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

(1) Improvement Fund.
(2) Refunded Notes Redemption Fund.
(3) Debt Service Account.
(4) Costs of Issuance Account.

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

"Improvements" means all of the property being acquired, developed, constructed, renovated, and equipped by the Issuer using proceeds of the Notes or the Original Obligations and Qualified Equity, as described on ***Exhibit D***.

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

"IRS" means the United States Internal Revenue Service.

"Issue Date" means August 29, 2024.

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

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

"Measurement Period" means, with respect to each item of property financed as part of the Financed Improvements with proceeds of the New Money Portion, the period beginning on the later of (i) the Issue Date or (ii) the date the property is placed in service and ending on or the earlier of (A) the final maturity date of the Notes or (B) the expected economic useful life of the property, and, with respect to each item of property financed as part of the Financed Improvements with proceeds of the Original Obligations, the period beginning on the later of (i) the issue date of the Original Obligations or (ii) the date the property was or will be placed in service, and ending on the earlier of (A) the final maturity date of the Notes or (B) the expected economic useful life of the property.

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

"Municipal Advisor" means Baker Tilly Municipal Advisors, LLC, Overland Park, Kansas.

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

"New Money Portion" means the portion of the Notes properly allocable to the new money financing of the Financed Improvements.

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

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

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

"Note Resolution" means Resolution No. 2990 of the Issuer duly adopted by the governing body of the Issuer on August 5, 2024, as originally executed by the Issuer as amended and supplemented in accordance with the provisions of the Note Resolution.

"Original Obligations" means a portion of the Series 2022-1 Notes, which were the initial tax-exempt governmental obligations that financed or refinanced a portion of the Financed Improvements.

"Output Contract" is defined in Regulations § 1.141-7 and generally includes any contract with a Non-Qualified User that provides for the purchase of the output of Financed Improvements.

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

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

"Purchaser" means Oppenheimer & Co., Inc., Philadelphia, Pennsylvania, the original purchaser of the Notes, and any successor and assigns.

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

"Qualified Use Agreement" means any of the following:

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

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

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

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

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

"Refunded Obligations" means $755,000 principal amount of the Series 2022-1 Notes being refunded by the Notes.

"Refunding Portion" means the portion of the Notes properly allocable to the refunding of the Refunded Obligations.

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

"Series 2022-1 Notes" means the Issuer's General Obligation Temporary Notes, Series 2022-1, dated September 27, 2022.

"Series 2024-A Bonds" means the Issuer's General Obligation Improvement Bonds, Series 2024-A, dated Augsut 29, 2024.

"State" means the State of Kansas.

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

"Tax Compliance Procedure" means the Issuer's Tax-Exempt Financing Compliance Policy and Procedure, dated November 21, 2011.

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

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

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

ARTICLE II

GENERAL REPRESENTATIONS AND COVENANTS

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

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

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

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

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

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

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

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

(e) ***No Private Loan, Special Assessments.*** Not more than 5% of the net proceeds of the Notes will be loaned directly or indirectly to any Non-Qualified User. The payment of principal and interest on the Notes will be funded, and the payment of principal of and interest on the Original Obligations was funded, in whole or in part from mandatory special assessments against the property benefiting from the Financed Improvements. The use of the proceeds of the Notes and the Original Obligations is not treated as a loan of the proceeds thereof, because (1) the special assessment is an enforced contribution for the purpose of raising revenue for specific capital improvements; (2) the special assessment does not include any fee for services; (3) the imposition and collection of the special assessment is not dependent upon, and does not vary depending on, whether the taxpayer is engaged, or the property is used, in a trade or business; and (4) the special assessment is imposed to pay for an essential governmental function.

(f) ***Management Agreements.*** As of the Issue Date, the Issuer has not entered into any Management Agreements with Non-Qualified Users. During the Measurement Period, the Issuer will not enter into or renew any Management Agreement with any Non-Qualified User without first consulting with Bond Counsel.

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

(h) ***Output Contracts.*** As of the Issue Date, the Issuer has not entered into any Output Contracts. During the Measurement Period, the Issuer will not enter into any Output Contracts without first consulting with Bond Counsel.

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

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

(1) *Reimbursement of Expenditures; Official Intent*.

(A) New Money Portion. The governing body of the Issuer adopted one or more resolutions declaring the intent of the Issuer to finance the Financed Improvements with tax-exempt bonds and to reimburse the Issuer for expenditures made for the Financed Improvements prior to the issuance of the Notes. The resolutions are contained in the Transcript. No portion of the Net Proceeds of the New Money Portion will be used to reimburse an expenditure paid by the Issuer more than 60 days prior to the date the respective resolution was adopted, except for Preliminary Expenditures. In addition, no reimbursement allocation will be made more than 3 years following the later of (i) the date of the expenditure or (ii) the date the Financed Improvements was placed in service. The Issuer will evidence each allocation of the proceeds of the New Money Portion to an expenditure in writing.

(B) Refunding Portion. The governing body of the Issuer adopted one or more resolutions declaring the intent of the Issuer to finance the Financed Improvements with tax-exempt bonds and to reimburse the Issuer for expenditures made for the Financed Improvements prior to the issuance of the Original Obligations. No portion of the Net Proceeds of the Original Obligations were used to reimburse an expenditure paid by the Issuer more than 60 days prior to the date the respective resolution was adopted, except for Preliminary Expenditures or as otherwise described in the federal tax certificate or similar document for the Original Obligations. The Issuer evidenced each allocation of the proceeds of the Original Obligations to an expenditure in writing.

(2) *Final Allocation of Note Proceeds to Expenditures*.

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

(B) Refunding Portion. The Improvements have not yet been placed in service. The Issuer will make a final allocation of proceeds of the Original Obligations to Improvement expenditures within 18 months after the later of (i) the date the expenditure was made, or (ii) the date the Improvements are placed in service (the "Final Written Allocation"). In the absence of the Final Written Allocation, the Note proceeds will be deemed allocated to expenditures as shown on ***Exhibit D***. The Issuer reserves the right to make modifications to the expected allocation of Note proceeds and Qualified Equity for purposes of compliance with the limitations on Non-Qualified Use following completion of the Financed Improvements in accordance with, and within the time limits prescribed in, the Regulations. The Issuer will maintain the Final Written Allocation and accurate supporting records of all expenditures made for the Improvements, including the amount, the date paid, a description of the purpose, and the source of funds (whether Note proceeds or Qualified Equity) allocated to each Improvement expenditure, in accordance with ***Section 4.02*** of this Tax Certificate.

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

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

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

(n) ***Hedge Bonds.*** At least 85% of the net sale proceeds (the sale proceeds less any sale proceeds invested in a reserve fund) of the New Money Portion will be used to carry out the governmental purpose of the New Money Portion within 3 years after the Issue Date, and not more than 50% of the proceeds of the New Money Portion will be invested in Investments having a substantially guaranteed Yield for four years or more. At least 85% of the net sale proceeds (the sale proceeds less any sale proceeds invested in a reserve fund) of the Original Obligations have been or will be used to carry out the governmental purpose of the Original Obligations within 3 years after the issue date of the Original Obligations, and not more than 50% of the proceeds of the Original Obligations were invested in Investments having a substantially guaranteed Yield for 4 years or more.

(o) ***Single Issue; No Other Issues***. The Notes constitute a single "issue" under Regulations § 1.150-1(c). No other debt obligations of the Issuer: (1) are being sold within 15 days of the sale of the Notes, (2) are being sold under the same plan of financing as the Notes, and (3) are expected to be paid from substantially the same source of funds as the Notes (disregarding guarantees from unrelated parties, such as bond insurance). On the sale date for the Notes, the Issuer also sold the Series 2024-A Bonds. The Notes constitute a separate issue from the Series 2024-A Bonds because the Notes are being issued under a separate plan of finance to provide temporary construction period financing, whereas the Series 2024-A Bonds are being issued to provide long-term permanent financing for separate projects than those being financed by the Notes.

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

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

(r) ***Bank Qualified Tax-Exempt Obligations***. The Notes will be treated as two separate issues (*i.e.*, a "Designated Portion" and a "Deemed Designated Portion") for purposes of Code § 265.

(1) The Issuer designates the Designated Portion as consisting of "qualified tax-exempt obligations" under Code § 265(b)(3), and with respect to said designation certifies as follows:

(A) The reasonably anticipated amount of tax-exempt obligations (other than private activity bonds which are not "qualified 501(c)(3) bonds" and the Notes allocable to the Deemed Designated Portion) that will be issued by or on behalf of the Issuer (and all subordinate entities of the Issuer) during the calendar year that the Notes are issued, including the Designated Portion, is not reasonably expected to exceed $10,000,000; and

(B) the Issuer (including all subordinate entities of the Issuer) will not issue tax-exempt obligations during the calendar year that the Notes are issued, including the Designated Portion, in an aggregate principal amount or aggregate issue price in excess of $10,000,000, without first consulting with Bond Counsel that the designation of the Notes as "qualified tax-exempt obligations" will not be adversely affected.

(2) The Deemed Designated Portion is "deemed designated" as consisting of "qualified tax-exempt obligations" under Code §265(b)(3)(D)(ii), and with respect to said "deemed designation" the Issuer hereby certifies as follows:

(A) The aggregate face amount of the Notes does not exceed $10,000,000; and

(B) The Refunded Obligations were designated as "qualified tax-exempt obligations" under Code §265(b)(3); and

(C) The average maturity of the Original Obligations was not more than 3 years; and

(D) The final maturity date of the Notes is not later than 30 years after the date the Refunded Obligations were issued.

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

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

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

and delivery of the instruments containing such representations. The foregoing covenants of this Section will remain in full force and effect notwithstanding the defeasance of the Notes.

ARTICLE III

ARBITRAGE CERTIFICATIONS AND COVENANTS

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

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

Section 3.03 Purpose of Financing. The Notes are being issued for the purpose of providing funds to pay: (a) the costs of the Financed Improvements; (b) the costs of refunding the Refunded Obligations; and (c) costs of issuance.

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

(a) Improvement Fund.
(b) Refunded Notes Redemption Fund.
(c) Debt Service Account.
(d) Costs of Issuance Account.

Section 3.05 Amount and Use of Note Proceeds.

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

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

(1) The sum of $50,770.00 will be deposited in the Costs of Issuance Account and used to pay the Costs of Issuance of the Notes.

(3) The sum of $765,796.50 will be deposited into the Redemption Fund and paid and transferred to the paying agent for the Refunded Obligations, with irrevocable instructions to apply such amount to the payment of the Refunded Obligations.

(4) The remaining Note proceeds in the amount of $3,059,509.40 will be deposited in the Improvement Fund and used to pay costs of the Financed Improvements.

Section 3.06 Multipurpose Issue. The Issuer is applying the arbitrage rules to separate financing purposes of the issue that have the same initial temporary period as if they constitute a single issue for purposes pursuant to Regulations § 1.148-9(h)(3)(i). Under Regulations § 1.148-9(h), the Notes will be treated as two separate issues (a New Money Portion and a Refunding Portion) for purposes of applying certain of the arbitrage restrictions under Code § 148.

Section 3.07 No Advance Refunding. No proceeds of the Notes will be used more than 90 days following the Issue Date to pay principal or interest on any other debt obligation.

Section 3.08 Current Refunding.

(a) ***Proceeds Used For Current Refunding***. Proceeds of the Refunding Portion will be used to pay principal and interest on the Refunded Obligations. All such proceeds shall be spent not later than 90 days after the Issue Date.

(b) ***Transferred Proceeds.*** There are no unspent proceeds (sale proceeds, Investment proceeds or transferred proceeds) of the Refunded Obligations. Therefore there will be no transferred proceeds of the Notes.

Section 3.09 Completion of Financed Improvements; New Money Portion. The Issuer has incurred, or will incur within 6 months after the Issue Date, a substantial binding obligation to a third party to spend at least 5% of the Net Proceeds of the New Money Portion on the Financed Improvements. The completion of the Financed Improvements and the allocation of the Net Proceeds of the New Money Portion to expenditures will proceed with due diligence. At least 85% of the Net Proceeds of the New Money Portion will be allocated to expenditures on the Financed Improvements within 3 years after the Issue Date.

Section 3.10 Sinking Funds. The Issuer is required to make periodic payments in amounts sufficient to pay the principal of and interest on the Notes. Such payments will be deposited into the Debt Service Account. Except for the Debt Service Account, no sinking fund or other similar fund that is expected to be used to pay principal of or interest on the Notes has been established or is expected to be established. The Debt Service Account is used primarily to achieve a proper matching of revenues with principal and interest payments on the Notes within each Bond Year, and the Issuer expects that the Debt Service Account will qualify as a Bona Fide Debt Service Fund.

Section 3.11 Reserve, Replacement and Pledged Funds.

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

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

Section 3.12 Purpose Investment Yield. The proceeds of the Notes will not be used to purchase an Investment for the purpose of carrying out the governmental purpose of the financing.

Section 3.13 Issue Price and Yield on Notes.

(a) ***Issue Price***. Based on the Purchaser's certifications in ***Exhibit C-1*** and the Municipal Advisor's certifications in ***Exhibit C-2***, the Issuer hereby elects to establish the issue prices of the Notes pursuant to Regulations § 1.148-1(f)(2)(iii) (relating to the so-called "competitive sales rule"). Therefore, the aggregate issue price of the Notes for such purpose is $3,887,608.50, without accrued interest.

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

Section 3.14 Miscellaneous Arbitrage Matters.

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

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

Section 3.15 Conclusion. On the basis of the facts, estimates and circumstances set forth in this Tax Certificate, the Issuer does not expect that the Note proceeds will be used in a manner that would cause any Note to be an "arbitrage bond" within the meaning of Code § 148 and the Regulations.

ARTICLE IV

TAX COMPLIANCE POLICIES AND PROCEDURES

Section 4.01 General.

(a) ***Purpose of Article***. The purpose of this Article is to supplement the Tax Compliance Procedure and to set out specific policies and procedures governing compliance with the federal income tax requirements that apply after the Notes are issued. The Issuer recognizes that interest on the Notes will remain excludable from gross income only if the Post-Issuance Tax Requirements are followed after the Issue Date. The Issuer further acknowledges that written evidence substantiating compliance with the Post-Issuance Tax Requirements must be retained in order to permit the Notes to be refinanced with tax-exempt obligations and substantiate the position that interest on the Notes is exempt from gross income in the event of an audit of the Notes by the IRS.

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

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

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

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

(b) ***Accounting and Allocation of Note Proceeds and Qualified Equity to Expenditures***. The Bond Compliance Officer will account for the investment and expenditure of Note proceeds in the level of detail required by the Tax Compliance Procedure. The expected allocation of Note proceeds to expenditures is set forth on ***Exhibit D***; in connection with long-term financing of the Improvements, the Bond Compliance Officer will supplement this expected allocation with a Final Written Allocation as required by the Tax Compliance Procedure.

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

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

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

(a) ***Improvement Fund***. Note proceeds deposited in the Improvement Fund allocable to the New Money Portion and investment earnings on those proceeds may be invested without Yield restriction for up to 3 years following the Issue Date. If any unspent proceeds of the New Money Portion remain in the Improvement Fund after 3 years, those amounts may continue to be invested without Yield restriction

so long as the Issuer pays to the IRS all Yield reduction payments in accordance with Regulations § 1.148-5(c). These payments are required whether or not the Notes are exempt from the arbitrage rebate requirements of Code § 148.

(b) ***Cost of Issuance Account***. New Money Portion proceeds deposited in the Cost of Issuance Account and Investment earnings on such proceeds may be invested without Yield restriction for 3 years after the Issue Date. If any unspent proceeds of the New Money Portion remain in the Costs of Issuance Account after 3 years, such amounts may continue to be invested without Yield restriction so long as the Issuer pays to the IRS all Yield reduction payments in accordance with Regulations § 1.148-5(c). These payments are required whether or not the Notes are exempt from the arbitrage rebate requirements of Code § 148. Refunding Portion proceeds deposited in the Cost of Issuance Account and investment earnings on such proceeds may be invested without Yield restriction for ninety days after the Issue Date.

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

(d) ***Refunded Notes Redemption Fund***. Note proceeds deposited in the Redemption Fund and investment earnings on such proceeds may be invested without Yield restriction for 90 days after the Issue Date. Other funds deposited in the Redemption Fund and investment earnings on such amounts may be invested at a Yield that does not exceed the Yield on the Refunded Obligations for 90 days after the Issue Date.

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

Section 4.04 Procedures for Establishing Fair Market Value of Investments.

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

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

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

(d) ***Guaranteed Investment Contracts***. The purchase price of a Guaranteed Investment Contract is treated as its fair market value on the purchase date if all of the following requirements are met:

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

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

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

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

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

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

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

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

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

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

provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

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

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

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

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

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

(A) A copy of the Guaranteed Investment Contract.

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

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

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

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

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

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

Section 4.05 Notes Exempt from the Rebate Requirement.

(a) ***The New Money Portion Qualifies as a Rebate-Exempt Small Issue***.

(1) The Issuer is a governmental unit under State law with general taxing powers;

(2) the Notes are not "private activity bonds" as defined in Code § 141;

(3) 95% or more of the net proceeds of the New Money Portion are to be used for local governmental activities of the Issuer; and

(4) the aggregate face amount of all tax-exempt bonds (other than private activity bonds) to be issued by the Issuer during the current calendar year is not reasonably expected to exceed $5,000,000. The Issuer understands that for this purpose: (A) the Issuer and all entities which issue bonds on behalf of the Issuer are treated as one issuer; (B) all bonds issued by an entity subordinate to the Issuer are treated as issued by the Issuer; and (C) bonds (including the Refunding Portion) issued by the Issuer to currently refund any other bond are not taken into account to the extent that the amount of the refunding bonds does not exceed the outstanding amount of the refunded obligations.

(b) ***The Refunding Portion Qualifies as a Rebate-Exempt Small Issue***.

(1) The aggregate face amount of the Refunding Portion does not exceed $5,000,000;

(2) The Refunded Obligations were exempt from arbitrage rebate under the small-issuer exception of Code § 148(f)(4)(D);

(3) The average maturity of the Original Obligations was not more than 3 years; and

(4) The final maturity date of the Notes is not later than 30 years after the issue date of the Original Obligations.

(c) ***Conclusion as to Small Issuer Exemption.*** Based on these certifications, Bond Counsel has advised the Issuer that the Notes are exempt from the arbitrage rebate requirements of Code § 148(f), under the small-issuer exception set forth in Code § 148(f)(4)(D).

ARTICLE V

MISCELLANEOUS PROVISIONS

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

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

Section 5.03 Advice from Bond Counsel. The Issuer may deviate from the provisions of this Tax Certificate if furnished with advice from Bond Counsel to the effect that the proposed deviation will

not adversely affect the exclusion of interest on the Notes from gross income for federal income tax purposes. The Issuer further agrees to comply with any further or different instructions provided in advice from Bond Counsel to the effect that the further or different instructions need to be complied with in order to maintain the validity of the Notes or the exclusion from gross income of interest on the Notes.

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

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

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

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

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

Section 5.09 Electronic Transactions. The transactions described herein may be conducted, and related documents may be sent, received, executed, and stored, by electronic means. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

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

CITY OF EL DORADO, KANSAS

By: _____
Mayor

By: _____
Clerk

EXHIBIT A

IRS FORM 8038-G

(EVIDENCE OF FILING OF FORM 8038-G)

EXHIBIT B

RECEIPT FOR PURCHASE PRICE

$3,870,000
CITY OF EL DORADO, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2024-1
DATED AUGUST 29, 2024

The undersigned Clerk of the City of El Dorado, Kansas, this day received from Oppenheimer & Co., Inc., Philadelphia, Pennsylvania, the original purchaser of the above-described notes (the "Notes"), the full purchase price of the Notes, said purchase price and net amount received by the Issuer being calculated as follows:

Principal Amount	$3,870,000.00
Plus Original Issue Premium.....	6,075.90
Total Purchase Price**.....**	***$3,876,075.90***
Less Good Faith Deposit.....	-79,400.00
Net Amount Received.....	**$3,796,675.90**

DATED: August 29, 2024.

CITY OF EL DORADO, KANSAS

By: _____
Clerk

EXHIBIT C-1

RECEIPT AND REPRESENTATION

$3,870,000
CITY OF EL DORADO, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2024-1
DATED AUGUST 29, 2024

This Receipt and Representation (the "Certificate") is being delivered by Oppenheimer & Co., Inc., Philadelphia, Pennsylvania (the "Purchaser") as original purchaser of the above-described notes (the "Notes"), being issued on the date of this Receipt (the "Issue Date") by the City of El Dorado, Kansas (the "Issuer"), certifies and represents as follows:

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

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

3. Issue Price.

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

(b) ***Expected Initial Offering Prices***. As of the sale date of the Notes (August 5, 2024), the reasonably expected initial offering prices of the Notes to the Public by the Purchaser are the prices listed in ***Schedule 1*** attached to this Certificate (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities used by the Purchaser in formulating its bid to purchase the Notes.

(c) ***Defined Terms***.

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

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

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

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

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Dated: August 29, 2024.

OPPENHEIMER & CO., INC.
PHILADELPHIA, PENNSYLVANIA

By: _____
Title: _____

SCHEDULE I

EXPECTED OFFERING PRICES

Stated Maturity November 1	**Principal Amount**	**Annual Rate of Interest**	**Initial Offering Price**
2027	$3,870,000	3.25%	100.455%

EXHIBIT C-2

CERTIFICATE OF MUNICIPAL ADVISOR

$3,870,000
CITY OF EL DORADO, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2024-1
DATED AUGUST 29, 2024

The undersigned, on behalf of Baker Tilly Municipal Advisors, LLC, Overland Park, KS 66211 (the "Municipal Advisor"), as municipal advisor to the City of El Dorado, Kansas (the "Issuer") in connection with the issuance of the above-described notes (the "Notes"), has assisted the Issuer in soliciting and receiving bids from potential underwriters in connection with the sale of the Notes in a competitive bidding process in which bids were requested for the purchase of the Notes at specified written terms, and hereby certifies as set forth below with respect to the bidding process and award of the Notes:

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

2. The Notice of Note Sale was disseminated electronically and included in the Preliminary Official Statement related to the Notes, which was made widely available to potential bidders and posted on the Municipal Advisor's website on or about July 29, 2024. The notice of the sale appeared on the calendar of bond sales in The Bond Buyer© newspaper prior to the sale date. The methods of distribution of the Notice of Note Sale are regularly used for purposes of disseminating notices of sale of new issuances of municipal bonds, and notices disseminated in such manner are widely available to potential bidders.

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

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

5. The winning bidder was Oppenheimer & Co., Inc., Philadelphia, Pennsylvania (the "Purchaser"), whose bid was determined to be the best conforming bid in accordance with the terms set forth in the Notice of Note Sale, as shown in the bid comparison attached to this Certificate as ***Attachment 3***. The Issuer awarded the Notes to the Purchaser.

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

Dated: August 29, 2024.

BAKER TILLY MUNICIPAL ADVISORS, LLC

By: _____
Title: _____

ATTACHMENT 1

NOTICE OF NOTE SALE

ATTACHMENT 2

BIDS RECEIVED

ATTACHMENT 3

BID COMPARISON

EXHIBIT D

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

$3,870,000
CITY OF EL DORADO, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2024-1
DATED AUGUST 29, 2024

Description	Estimated Date Placed in Service	Estimated Useful Life	Estimated Total Cost
Adlesperger Smith Addition	08/2025	25 years	
Paving			$843,905
Sanitary Sewer			144,509
City Infrastructure Improvements	08/2026	30 years	12,800,000
water, sanitary sewer & paving improvements (downtown corridor)			
Total			***$13,788,414***

Amount Financed from Notes			***$3,887,608***
Estimated Amount Financed from Other Sources			***$9,900,806***

EXHIBIT E

FORM OF ANNUAL COMPLIANCE CHECKLIST

$3,870,000
CITY OF EL DORADO, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2024-1
DATED AUGUST 29, 2024

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

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

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

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

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

Bond Counsel: **Gilmore & Bell, P.C.**
100 N. Main, Suite 800
Wichita, Kansas 67202

Phone: (316) 267-2091
Attn: Mitch Walter; Email mwalter@gilmorebell.com

SCHEDULE 1

DEBT SERVICE SCHEDULE AND PROOF OF YIELD

$3,970,000*

CITY OF EL DORADO, KANSAS

GENERAL OBLIGATION NOTES, SERIES 2024-1

S&P Rating: SP-1+

Sale Date: August 5, 2024

BBI: 3.94%
Average Maturity: 3.172 Years

Bidder	TIC
Oppenheimer & Co. Inc.	3.1956%
Country Club Bank	3.2779%
Robert W. Baird & Co., Incorporated	3.4516%
Piper Sandler & Co.	3.5769%
Northland Securities, Inc.	3.5821%

Winning Bidder Information	Maturity	Interest Rate	Reoffering Yield	Reoffering Price
OPPENHEIMER & CO. INC.	11/1/2027	3.25%	2.85%	100.455%

Purchase Price: $3,976,232.90*
Net Interest Cost: $403,063.07*
TIC: 3.1956%*

* *Subsequent to bid opening, the par amount decreased to $3,870,000; and the price, net interest cost, and true interest cost have changed to $3,876,075.90, $392,910.35, and 3.1956%, respectively.*

Baker Tilly Municipal Advisors, LLC is a registered municipal advisor and controlled subsidiary of Baker Tilly Advisory Group, LP. Baker Tilly Advisory Group, LP and Baker Tilly US, LLP, trading as Baker Tilly, operate under an alternative practice structure and are members of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. Baker Tilly US, LLP is a licensed CPA firm and provides assurance services to its clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and consulting services to their clients and are not licensed CPA firms. ©2024 Baker Tilly Municipal Advisors, LLC

TO: City Commission
FROM: Scott Rickard
SUBJ: KDOT CCLIP SP-Central Ave (Haverhill to Jones) Agreement
DATE: August 5, 2024

Summary:
The City has been allocated funding for surface preservation on Central Avenue from Haverhill Rd. to Jones St. which will include a 2” mill & overlay. This award is a competitive process to receive funds for the rehabilitation of the State highway system within City Limits. The City of El Dorado is responsible for the maintenance of Central Ave. and Main St. and as such these funds will significantly reduce the burden on our local tax base.

Attachments:
1. KDOT CCLIP 1302

Funding Source:
KDOT share is $400,000 (90%) The City's is $235,797.16 (10%). The City’s funding would be paid from Sales Tax street rehabilitation funds.

Operation Impact:
N/A

Options/Alternatives:
N/A

Staff Recommendation:
To approve the KDOT project programming request.

Commission Action:
Commissioner _____ moves to to authorize the Mayor to sign and submit KDOT form 1302 for the preservation project of Central Avenue from Haverhill Rd. to Jones St.

Commissioner _____ seconded the motion.

KANSAS DEPARTMENT OF TRANSPORTATION - BUREAU OF LOCAL PROJECTS

PROJECT PROGRAMMING REQUEST

☑ New Project	☐ Amend Existing Project	Date:	7/17/2024

Program Year: 2026	Funding Program:	CCLIP-SP (Surface Preservation)

KDOT District	MPO	MPO TIP #
5	N/A	

County	City	Route / Corridor	Functional Classification
Butler	El Dorado	K-254	3 = Other Principal Arterial

Project Sponsor / Lead Agency
City of El Dorado

Project Mgr / Contact	Phone	E-mail Address
Scott Rickard	316-321-9100 EXT 151	srickard@eldoks.com

Project Title

Mill & Overlay K-254 (Central Ave) From Haverhill Rd to Jones St

Project Length: 0.500 miles	Desired Letting Date:	April 2026

Letting Type: ☐ KDOT ☑ LPA ☐ Force Account

Location, Project Limits, Description, Scope of Work

2" mill and overlay on K-254 (between Haverhill Rd and Jones St) along with pavement marking and underdrains to address ground water seepage near the Haverhill Rd intersection.

Purpose and Need

The roadway is in need of a mill and overlay to preserve the sub-base and improve the ride quality. Underdrain work is necessary to alleviate a small area of ground water seepage that is accelerating pavement deterioration near the west end of the project at Haverhill Rd.

Project Benefits

This project will aid in the preservation of the K-254 route within the City of El Dorado

RR within 1/2 mile?	RR Company Name	No. of Tracks	Existing Crossing Protection
No			

In accordance with the Bureau of Local Projects (BLP) Memo 99-11, dated December 16, 1999, we are required, under the Comprehensive Transportation Program (CTP), to collect and record total costs of all work phases of projects. This includes local agency federal-aid and state-aid projects that include any non-participating, pre-construction local agency costs for preliminary engineering (plan design), rights of way and utility adjustments. Please show your estimate of the cost for all work phases below:

Project Cost Estimate

	Participating	*Non-Participating*	*Total*
PE (Design)	$ -	$ 49,934.43	$ 49,934.43
Utilities	$ -	$ -	$ -
ROW	$ -	$ -	$ -
CE (Inspection)	$ 31,035.73	$ -	$ 31,035.73
Construction Total	$ 554,827.00	$ -	$ 554,827.00
Grading	$ 129,744.00	$ -	$ 129,744.00
Surfacing (Asphalt)	$ 336,348.00	$ -	$ 336,348.00
Signing and Pavement Marking	$ 40,000.00	$ -	$ 40,000.00
Other	$ 48,735.00	$ -	$ 48,735.00
	$ -	$ -	$ -
	$ -	$ -	$ -
			$ -
Project Totals	***$ 585,862.73***	***$ 49,934.43***	**$ 635,797.16**

KANSAS DEPARTMENT OF TRANSPORTATION - BUREAU OF LOCAL PROJECTS

PROJECT PROGRAMMING REQUEST

BE IT RESOLVED: That sufficient funds from City of El Dorado

are now, or will be available and are hereby pledged to the Secretary in the amount and at the time required for the supplementing of federal funds available for the completion of this project. Prior to Federal Authorization, any project expenditures made by the LPA are ineligible for federal funding and remain the responsibility of the LPA. Upon cancellation of the project by the LPA, the LPA shall reimburse the Secretary within thirty (30) days after receipt of statement of cost incurred by the Secretary prior to cancellation.

Please sign below in accordance with your local policy.

Recommended for Approval:

Bill Young, Mayor

ATTEST:

Emerald Ashlock, City Clerk

Appropriate Local Officials

Title

Title

Title

TO: City Commission
FROM: Scott Rickard
SUBJ: Transportation Innovation Grant Award Agreement
DATE: August 5, 2024

Summary:
The City of El Dorado has been awarded a Transportation Innovation Grant by the Kansas Department of Transportation (KDOT) under the Innovative Technology Program. This grant is intended to support the El Dorado Street Condition Assessment project, which aims to utilize Artificial Intelligence (AI) technology to enhance efficiency and accuracy in evaluating the condition of local roads. The proposed methodology uses AI-equipped cell phones mounted on vehicles to capture images at intervals along each street. These images will be processed through an AI algorithm to rate street conditions on a scale of 1 to 10, following the industry-standard PASER street rating system for concrete and asphalt streets. The resultant data will be integrated into a Geographic Information System (GIS) dashboard, allowing city staff to spatially visualize the condition of the street network and make informed decisions regarding capital and maintenance spending.

Attachments:
1. Innovative Tech U-2534-01 (El Dorado).final

Funding Source:
The estimated project cost is $70,000.00, with KDOT providing $52,500.00 and the City contributing $17,500.00. This includes data collection, analysis, mapping, and integration into the City's GIS system. The City's contribution will be allocated from the general fund. The grant will reduce the City's financial commitment to the previously approved project, allowing the funds to be reallocated to other needs.

Operation Impact:
N/A

Options/Alternatives:
If the City does not sign the grant agreement, the City will bear the total project cost of $70,000.00.

Staff Recommendation:
Staff recommends that the City Commission authorize the City Manager to enter into an agreement with KDOT for the Transportation Innovation Grant award.

Commission Action:
Commissioner _____ moved to authorize the City Manager to sign an agreement with KDOT for the Transportation Innovation Grant award.

Commissioner _____ seconded the motion.

PROJECT NO. U-2534-01
INNOVATIVE TECHNOLOGY PROGRAM
CITY OF EL DORADO, KANSAS

GRANT AGREEMENT

This Grant Agreement ("Agreement") is by and between the **Secretary of Transportation, Kansas Department of Transportation** ("KDOT") (the "Secretary"), and the **City of El Dorado, Kansas** ("Recipient"), collectively referred to as the "Parties." This Agreement shall govern certain activities and responsibilities to be conducted by the Recipient on behalf of the Secretary.

RECITALS

A. As authorized by the Kansas Legislature through K.S.A. § 68-2314c(h) and K.S.A. § 75-5093, the Secretary has developed an Innovative Technology Grant Program ("Program") under the Eisenhower Legacy Transportation Program.

B. The Program provides financial assistance to eligible applicants for eligible innovative technology projects ("Eligible Projects") that improve safety, increase total technology investment, and help both rural and urban areas of the state improve the transportation system.

C. The Recipient desires to participate in the Program and has submitted an application to the Secretary to participate in the Program and receive financial assistance for an innovative technology project.

D. The Secretary has determined the Recipient meets the Program's eligibility requirements and desires to grant an Award of Program funds to the Recipient to administer the Program in accordance with federal, state, and local laws and guidelines promulgated thereunder, in addition to the provisions found in and incorporated into this Agreement.

E. The Secretary and the Recipient are empowered by the laws of Kansas to enter into agreements for the construction of transportation projects in the state of Kansas.

F. Cities and counties are, under certain circumstances, entitled to receive assistance in the financing of the construction and reconstruction of streets and state highways, provided however, in order to be eligible for such state aid, such work is required to be done in accordance with the laws of Kansas.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the Parties hereby agree as follows:

ARTICLE I: DEFINITIONS

The following terms as used in this Agreement have the designated meanings:

1. **"Agreement"** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.

2. **"Construction"** means the work done on the Project after Letting, consisting of building, altering, repairing, improving, or demolishing any structure, building or highway; any drainage, dredging, excavation, grading, or similar work upon real property.

3. **"Construction Contingency Items"** means unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.

4. **"Construction Engineering"** means inspection services, material testing, engineering consultation, and other reengineering activities required during Construction of the Project.

5. **"Consultant"** means any engineering firm or other entity retained to perform services for the Project.

6. **"Contractor"** means the entity awarded the construction contract for the Project, if applicable, and any subcontractors working for the Contractor with respect to the Project.

7. **"Design Plans"** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.

8. **"Effective Date"** means the date this Agreement is signed by the Secretary or the Secretary's designee.

9. **"Encroachment"** means any building, structure, farming, vehicle parking, storage or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.

10. **"Federal, state, and local laws"** means all applicable statutes, rules, regulations, executive orders, directives, and other laws, including all laws as presently in effect and as may be amended or otherwise altered during the term of this Agreement, and all such laws which may be enacted or otherwise become effective during the term of this Agreement.

11. **"Final Report"** means a summary prepared by the Recipient describing Project deployment and expected outcomes, which the Recipient shall submit to the Secretary no later than six months following completion of the project.

12. **"Innovative Technology Grant Program"** or **"Program"** means the grant program as described in K.S.A. § 68-2314c(h), which provides funding for eligible multimodal transportation-related innovative technology projects in accordance with K.S.A. § 75-5093, and amendments thereto, that meet an important transportation need such as improving safety, access, and/or mobility while increasing the state's total technology investment in rural and urban areas of the state.

13. **"Inspector"** means an individual who is a Licensed Professional Engineer or is supervised by a Licensed Professional Engineer; is provided by the Recipient to observe the work performed and test the materials used in an approved project according to its plans and contract documents; and has successfully completed KDOT's certified inspector training appropriate for the work being inspected.

14. **"KDOT"** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.

15. **"Licensed Professional Engineer"** means a person licensed as a professional engineer by the state board of technical professions pursuant to K.S.A. § 74-7001, *et seq*., and amendments thereto.

16. **"MUTCD"** means the latest version of the Manual on Uniform Traffic Control Devices as adopted by the Secretary.

17. **"Non-Participating Costs"** means the costs of any items or services which the Secretary, acting on the Secretary's own behalf, reasonably determines are not an integral part of the Project.

18. **"Participating Costs"** means expenditures for items and/or services that are (1) an integral part of the Project, as reasonably determined by the Secretary, and; (2) eligible for reimbursement by the Secretary using Program funds.

19. **"Parties"** means the Secretary of Transportation and KDOT, individually and collectively, and the Recipient.

20. **"Preliminary Engineering"** or **"PE"** means the necessary and integral Project pre-construction activities and/or services which include, but are not limited to, the preparation of Design Plans and other such work and/or services necessary for and integral to the Project before the Recipient Lets or Constructs the Project. Such activities and/or services may be performed by the Recipient but are generally performed by a consulting engineering firm.

21. **"Procurement"** means the acquisition of goods or services in accordance with any applicable federal, state, and/or local requirements.

22. **"Project"** means the endeavor undertaken by the Recipient that is the subject of this Agreement for a citywide street condition assessment using AI-rated pavement condition data to build GIS dashboard of city street conditions in El Dorado, Kansas.

23. **"Project Application"** means the Recipient's Innovative Technology Project Application for Program funds, which includes Project Details, which is incorporated into this Agreement by this reference.

24. **"Project Completion Date"** means the date by which the Project is required to be completed. The Project Completion Date shall be November 30, 2024.

25. **"Project Details"** means the information listed in the attached **Exhibit A**, which is incorporated into and made a part of this Agreement by this reference.

26. **"Project Limits"** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.

27. **"Recipient"** means the City of El Dorado, with its principal place of business located at 220 E 1st Ave, El Dorado, KS 67042.

28. **"Right of Way"** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.

29. **"Secretary"** means the Secretary of Transportation of the State of Kansas, the Secretary's successors and assigns, and KDOT, individually and collectively.

30. **"Utilities" or "Utility"** means all privately, publicly, or cooperatively owned lines, facilities, and systems for producing, transmitting, or distributing communications, power, electrical, light, heat, gas, oil, crude products, water, steam, waste, and other similar commodities, including non-transportation fire and police communication systems which directly or indirectly serve the public.

ARTICLE II: FUNDING COMMITMENTS

1. **Funding.** The Parties agree costs and contributions are estimates to be used for encumbrance purposes and may be subject to change.

The total estimated Project cost is $70,000.00, and shall be apportioned as follows:

Federal/State Share for Preliminary Engineering Only: $52,500.00
Local Share: $17,500.00

Additional details about funding for this Project are included in the Application's Project Budget, which is attached to and incorporated into this Agreement by this reference.

ARTICLE III: SECRETARY'S RIGHTS AND RESPONSIBILITIES

1. **Reimbursement Payments.** The Secretary shall make partial payments to the Recipient for amounts not less than $1,000.00 and no more frequently than monthly only after receipt of proper billing from the Recipient, and if the Project involves Construction, approval by a Licensed Professional Engineer, a licensed professional architect, and/or licensed landscape

architect, as applicable, employed by the Recipient that the Project is being constructed within substantial compliance of the Design Plans and the Project Application.

2. **Technical Assistance.** The Secretary shall provide the Recipient, upon its request, with technical advice and assistance regarding the Project.

ARTICLE IV: RECIPIENT'S RIGHTS AND RESPONSIBILITIES

1. **Authority.** By signing this Agreement, the Recipient certifies that the signatory has legal and actual authority as representative and agent for the Recipient to enter into this Agreement. The Recipient shall take any administrative, legal, or other steps necessary to give full effect to the terms of this Agreement.

2. **Authorization to Secure Benefits of State Funding.** The Recipient authorizes the Secretary to take such steps as deemed necessary or advisable by the Secretary to secure the benefits of state aid for this Project.

3. **Compliance with Federal and State Laws.** The Parties agree to comply with all appropriate state and federal laws and regulations applicable to this Project.

4. **Design Provisions.**

(a) If the Project involves Construction, the following provisions apply:

(i) Preparation and Completion of Design Plans. The Recipient shall prepare or have prepared Design Plans for the Project, which shall comply with the Board of Technical Professions requirements and be completed no later than the Project schedule's due dates as set by the Secretary, exclusive of uncontrolled delays.

(ii) Submission of Plans to Secretary. The Recipient shall submit to the Secretary a complete copy of the Design Plans for the Project by a Licensed Professional Engineer, a licensed professional architect, and/or licensed landscape architect, as applicable, attesting to the conformity of the Design Plans with subsection (a)(iv) of Article IV, paragraph 4. If applicable, the Design Plans shall be signed and sealed by the Licensed Professional Engineer, licensed professional architect, and/or licensed landscape architect, as applicable, responsible for preparation of the Design Plans. Geological investigations or studies shall be signed and sealed by either a licensed geologist or Licensed Professional Engineer who is responsible for the preparation of the geological investigations or studies. All technical professionals involved in the Project are required to meet the applicable licensing, certification, and other requirements as stated in K.S.A. § 74-7001, *et seq*.

(iii) Responsibility for Adequacy of Design. The Recipient shall be responsible for and require any Consultant the Recipient retains for the Project to be responsible for the adequacy and accuracy of the Design Plans for the Project. Any review of these items performed by the Secretary or the Secretary's representatives is not intended to and shall not be construed to be an undertaking of the Recipient's or any of the Recipient's Consultant's duty to provide adequate and accurate Design Plans for the Project. Reviews by the Secretary are not done for the benefit of the Consultant, the construction Contractor, the Recipient, any other political subdivision, or the traveling public. The Secretary makes no representation or any express or implied warranty to any person or entity concerning the adequacy or accuracy of the Design Plans for the Project, or any other work performed by the Consultant or the Recipient.

(iv) Conformity of Plans. The Recipient shall accurately and adequately design and construct or have the Project accurately and adequately designed and constructed, in conformity with federal, state, and local laws and design criteria appropriate for the Project. The Secretary makes no representation or any express or implied warranty to any person or entity concerning the adequacy or accuracy of the Design Plans for the Project, or any other work performed for the Project by or for the Recipient.

(v) Retention of Design Plans. The Recipient shall maintain a complete set of reproducible Design Plans, as-built prints, approved shop drawings, and structural materials certification for five (5) years after the Project's completion. The Recipient shall make such reproducible prints, drawings, and certifications available for inspection by the Secretary upon the Secretary's request. The Recipient shall provide access to or copies of all the above-mentioned documents to the Secretary.

(vi) Project Testing and Deployment**.** The Recipient shall test and deploy the Project in accordance with the Project Application and, if applicable, the Design Plans.

(b) If the Project involves software or technology infrastructure, such software or technology infrastructure shall be designed by a certified professional.

5. **Traffic Control.** If the Project involves Construction, the Recipient agrees to the following with regard to traffic control for the Project:

(a) Temporary Traffic Control. The Recipient shall provide a temporary traffic control plan within the Design Plans, which includes the Recipient's plan for handling multi-modal traffic during Construction, including detour routes and road closings, if necessary, and

installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The Recipient's temporary traffic control plan must be in conformity with the latest version of the MUTCD, as adopted by the Secretary, and be in compliance with the American Disabilities Act of 1990 (ADA) as amended by the ADA Amendments Act of 2008, implementing regulations at 28 C.F.R. Part 35, and Federal Highway Administration (FHWA) rules, regulations, and guidance pertaining to the same.

(b) Permanent Traffic Control. The location, form, and character of informational, regulatory, and warning signs of traffic signals, and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. § 8-2005, must conform to the latest version of the MUTCD as adopted by the Secretary.

(c) Parking Control. The Recipient shall control parking of vehicles within the Project Limits throughout the length of the Project covered by this Agreement.

(d) Traffic Movements. The arterial characteristics inherent in the Project shall be uniform in information and regulations to the end that traffic may be safely and expeditiously served. The Recipient shall adopt and enforce rules and regulations governing traffic movements deemed necessary and/or desirable by the Secretary.

6. **Funding Terms and Conditions.**

(a) Procurement. If the Project involves Procurement, the following provisions apply:

(i) Methods of Procurement. The Recipient shall procure services and items including, but not limited to, any equipment and materials that are necessary to complete the Project in accordance with documented procurement methods of either the Recipient or the Secretary.

(ii) Procurement of Items and Services. The Recipient shall procure all items and services necessary to complete the Project in accordance with the Project Application and Design Plans. The Recipient shall submit to the Secretary one (1) invoice showing the quantity and type of each item and/or service procured for the Project.

(iii) Procurement Documentation. The Recipient shall separately list and itemize all Participating Cost procurement items and/or services from the Non-Participating procurement items and/or services on the Final Design Plans and procurement documents.

(iv) Itemization of Participating Costs. The Recipient shall submit to the Secretary an itemized list of all Participating Cost items and/or services to be used in the Project. If the Recipient submits an incomplete list of all Participating Cost items and/or services to be used for the Project, the incomplete list will be returned to the Recipient which may result in a delay of reimbursement payments to the Recipient.

(b) Reimbursement Payments. Reimbursement payments made to the Recipient by the Secretary shall only be made after receipt of proper billing and approval by the Recipient that the Project is in substantial compliance with the Project Application, and if the Project involves Construction, a Licensed Professional Engineer, a licensed professional architect, and/or licensed landscape architect, employed by the Recipient that the Project is being constructed within substantial compliance of the Design Plans and Project Application.

(c) Payment of Consultants and Contractors. The Recipient shall remit all payments due to each party the Recipient retains for the purpose of completing the Project which includes, but is not limited to, Consultants and Contractors, the portion of cost borne by the Secretary, in a timely manner upon the Recipient's receipt of invoices itemizing all expenses for which payment is due.

(d) Repayment**.** If the Project involves procurement of equipment, the Recipient acknowledges and warrants equipment purchased under this Agreement shall be used in accordance with the Project scope detailed in the Project Application. If the equipment is not being used during its customary useful life under industry standards or not in accordance with the Project scope, the Recipient shall reimburse the Secretary for the cost of such equipment less any depreciation value. The Recipient shall make payment within thirty (30) days after receiving notice from the Secretary for reimbursement of the purchase cost minus depreciation.

(e) Prior Costs Incurred. The Recipient shall be responsible for one hundred percent (100%) of any Project costs incurred by the Recipient for the Project prior to the funding for the Project being authorized, obligated, and approved by the Secretary.

7. **Accountability for Funds.**

(a) Cost Accounting. Upon request by the Secretary, and in order to enable the Secretary to report all costs of the Project to the legislature, the Recipient shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the Recipient to any party outside of the Secretary and all costs incurred by the Recipient not to be reimbursed by the Secretary for any phase or any other major expense associated with the Project.

(b) Project Audits. The Recipient shall participate and cooperate with the Secretary in any audit of the Project. The Recipient shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with state funds by the Recipient for items considered Non-Participating Costs, the Recipient shall promptly reimburse the Secretary for such items upon notification by the Secretary.

(c) Retention of Records**.** The Recipient shall maintain accounting records and other evidence pertaining to the costs incurred and make the records available at its office at all reasonable times during the period of Agreement performance and for five (5) years thereafter. Such accounting records and other evidence pertaining to the costs incurred shall be made

available for inspection by the Secretary or the Secretary's authorized representatives, and copies thereof shall be furnished if requested.

(d) Cancellation by Recipient. If the Recipient cancels the Project, it shall reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The Recipient agrees to reimburse the Secretary within thirty (30) days after receipt by the Recipient of the Secretary's statement of the cost incurred by the Secretary prior to the cancellation of the Project.

8. **Project Documents.**

(a) Seals and Signatures. If applicable, the Recipient shall comply with all federal, state, and local laws and regulations governing the requirements for the sealing and signing of Project documents in accordance with K.A.R. 66-6-1.

(b) Reports. The Recipient shall submit to the Secretary a Final Report, which shall include a summary of Project deployment and expected outcomes, no later than six (6) months following completion of the Project.

9. **Certifications and Compliance Provisions.**

(a) Certification Regarding No Boycott of Israel. If the total value of this Agreement exceeds $100,000.00, a **Certification of Company Not Currently Engaged in a Boycott of Goods or Services from Israel** shall be attached to and incorporated into this Agreement.

(b) Certification Regarding Sexual Harassment. If the Recipient is not a local public authority, the Recipient shall comply with Executive Order 18-04 (February 5, 2018), by signing the **Policy Regarding Sexual Harassment Attachment**, which shall be attached to and incorporated into this Agreement by this reference.

(c) Compliance with Federal and State Laws. The Recipient shall comply with all applicable state and federal laws and regulations. The Recipient represents and warrants that any Contractor and/or Consultant performing any services on the Project shall also comply with all applicable state and federal laws and regulations.

(d) K.S.A. § 46-239(c) Certification. If the Recipient is not a local public authority, the Recipient shall certify its compliance with K.S.A. § 46-239(c) by signing the **Certification of Compliance with K.S.A. § 46-239(c) Attachment**, which shall be attached to and incorporated into this Agreement by this reference.

(e) Nondiscrimination and Workplace Safety. The Recipient shall comply with all federal, state, and local laws, and rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules, or regulations may result in termination of this Agreement.

10. **Incorporation of Project Application.** The Recipient shall undertake and complete the Project in conformance with the Project Application, which is incorporated into this Agreement by this reference, and in accordance with the terms and conditions of this Agreement.

11. **Indemnification by Recipient**. To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act, the Recipient shall defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Recipient, the Recipient's agents, employees, or subcontractors. The Recipient shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.

12. **Corrective Work.** Representatives of the Secretary may make periodic inspection of the Project and the records of the Recipient as may be deemed necessary or desirable. The Recipient will direct or cause its contractor to accomplish any corrective action or work required by the Secretary's representative as needed for a determination of state participation. The Secretary does not undertake (for the benefit of the Recipient, the Contractor, the Consultant, or any third party) the duty to perform day-to-day detailed inspection of the Project or to catch the Contractor's errors, omissions, or deviations from the Project Application and, if applicable, the Design Plans.

13. **Contracting by Recipient.** If the Project involves Construction, the following provisions shall apply:

(a) Consultant Contract Language. The Recipient shall include language requiring conformity with subsection (a)(iv) of Article IV, paragraph 4, in all contracts between the Recipient and any Consultant with whom the Recipient has contracted to perform services for the Project. In addition, any contract between the Recipient and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement must contain language requiring conformity with subsection (a)(iv) of Article IV, paragraph 4. In addition, any contract between the Recipient and any Consultant with whom the Recipient has contracted to prepare and certify Design Plans for the Project covered by this Agreement must also contain the following provisions:

(i) Completion of Design. Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the Consultant's control.

(ii) Progress Reports. Language requiring the Consultant to submit to the Recipient (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.

(iii) Third-Party Beneficiary. Language making the Secretary a third-party beneficiary in the agreement between the Recipient and the Consultant. Such language shall read:

> "Because of the Secretary of Transportation of the State of Kansas' (Secretary's) obligation to administer state funds, federal funds, or both, the Secretary shall be a third-party beneficiary to this agreement between the Recipient and the Consultant. This third-party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the Recipient or both incurred or shall incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant's negligent acts, errors, or omissions. Nothing in this provision precludes the Recipient from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary's right to payment or reimbursement."

(b) Performance Bond. The Recipient shall require the Contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.

(c) Sworn Statements of Third Parties. The Recipient shall require each third party it has retained for the Project to certify it has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the Project. The sworn statement shall be in the form of an affidavit and shall be sworn to before a person who is authorized by the laws of Kansas to administer oaths. The original of the sworn statement shall be filed with the Recipient when the proposal is submitted, a copy of which the Recipient shall submit to the Secretary upon the Secretary's request.

(d) Third-Party Indemnification. The Recipient shall require all third parties the Recipient retains for the Project that are not a party to this Agreement to indemnify, hold harmless, and save the Secretary and the Recipient from all claims including, but not limited to, personal injury and property damage claims, arising out of the act of omission of any third party the Recipient retains for the project, their agents, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the Recipient defends a third party's claim, the third party, as the case may be, shall indemnify the Secretary and the Recipient for damages paid to the third party and all related expenses either the Secretary, the Recipient, or both incur in defending the claim.

14. **Insurance.** If the Project involves Construction, the Recipient shall require the Contractor to obtain insurance only from insurers authorized to transact insurance business in Kansas as an authorized, admitted insurer. If the Contractor is unable to obtain an admitted insurer under K.S.A. § 40-214, the Recipient shall request the Secretary's permission to allow the Contractor to use a non-admitted insurer authorized to write excess surplus lines coverage under K.S.A. § 40-246e. In such cases, the Contractor must be prepared to demonstrate to the Secretary and the Kansas Insurance Commission why the Contractor was unable to use an admitted carrier as required by State statute. The Recipient shall require the Contractor to use only forms that the Kansas Insurance Commission has approved unless the Secretary has given permission to use a non-admitted insurer under K.S.A. § 40-246e. The Contractor must include any endorsements that

the Kansas Insurance Commission requires. In addition, the Recipient shall require the Contractor to comply with the following insurance provisions:

(a) "Commercial General Liability" insurance in an amount of a minimum of $1,000,000.00 each occurrence, $2,000,000.00 aggregate for bodily injury and property damage combined, and $2,000,000.00 aggregate for products and completed operations. At a minimum, the Commercial General Liability Policy shall contain the following coverages:

(i) Premises and operations;
(ii) XCU (explosion, collapse, and underground hazards);
(iii) Products and completed operations; and
(iv) Contractual liability (for the Contractor's indemnification obligations).

(b) "Automobile Liability" insurance in an amount at a minimum of $1,000,000.00 each occurrence for bodily injury and property damage combined and that covers owned, hired, and non-owned vehicles.

(c) "Workers' Compensation" and "Employer's Liability" insurance that complies with K.S.A. § 44-532, related statutes, and amendments thereto.

(d) At the KDOT Project monitor's request, the Recipient shall provide copies of the Contractor's insurance policies and certificates of insurance showing the Contractor carries insurance in the amounts and types required and showing the effective and expiration dates of such insurance. The certificates shall provide that the insurance company endeavors to give the Recipient thirty (30) days' notice of policy cancellation, policy non-renewal, or a material change in the policy.

15. **Responsibilities Upon Project Completion.** If the Project involves Construction, the following provision applies:

(a) Maintenance, Inspections, and Repairs. When the Project is completed, the Recipient shall, at its own cost and expense, maintain, inspect, and make necessary repairs of the Project and make ample provision each year for the same. Project maintenance includes, but is not limited to, snow removal. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, the Recipient shall begin the necessary repairs within a reasonable time not to exceed thirty (30) days and prosecute the work continuously until it is satisfactorily completed. Any notification by the State Transportation Engineer, however, is not intended to and shall not be construed to be an undertaking of the Recipient's duties and obligations to maintain, inspect, and make necessary repairs to the Project.

16. **Letting and Administration by Recipient.** If the Project involves Construction, the Recipient shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the Secretary. The Recipient further agrees to administer the Construction of the Project in accordance with the Design Plans, and the current version of the Recipient's currently approved procedures, and administer the payments due the Contractor, including the portion of the cost borne by the Secretary.

17. **Right of Way.** If the Project involves any KDOT Right of Way, all Right of Way provided for the Project shall be used solely for public street purposes. Any disposal of or change in the use of Right of Way or in access after Construction of the Project shall require prior written approval by the Secretary.

18. **Utilities.** If the Project involves Construction, the Recipient shall be solely responsible for determining location of and relocating and/or adjusting utilities in an expeditious manner and, if applicable, certifying that all privately owned utilities are properly permitted.

19. **Inspections and Corrective Work.** If the Project involves Construction, the Recipient is responsible for providing Construction Engineering for the Project in accordance with any applicable state and local rules and guidelines and the following provisions apply.

(a) By Recipient Personnel. Recipient personnel who are fully qualified to perform the inspection services in a competent and professional manner may be utilized by the Recipient to inspect the Project, in which case the Recipient shall provide the Secretary with a list of such personnel who will act as the assigned inspectors and their certifications.

(b) By a Consultant. If the Recipient does not have sufficient qualified engineering employees to accomplish the Construction Engineering on this Project, it may engage the professional services of a qualified consulting engineering firm to do the necessary services. The Consultant retained must represent it is in good standing and full compliance with the statutes of the State of Kansas for registration of professional engineers (K.S.A. § 74-7021), the FHWA and all federal agencies, provide personnel who are fully qualified to perform the services in a competent and professional manner, and provide the Secretary with a list of assigned inspectors and their certifications.

(c) Protective Clothing. The Recipient will require at a minimum all Recipient personnel and all Consultant personnel performing Construction Engineering to comply with the high visibility requirements of the MUTCD, Chapter 6E.02, High-Visibility Safety Apparel. If the Recipient executes an agreement for Construction Engineering, the agreement shall contain this requirement as a minimum. The Recipient may set additional clothing requirements for adequate visibility of personnel.

ARTICLE V: GENERAL PROVISIONS

1. **Acceptance.** No contract provision or use of items by the Secretary shall constitute acceptance or relieve the Recipient of liability in respect to any expressed or implied warranties.

2. **Amendment.** Any amendment to this Agreement shall be in writing and signed by the Parties.

3. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the Recipient and their successors in office.

4. **Cash Basis and Kansas Budget Laws.** Nothing in this Agreement is intended to violate the provisions of the Kansas Cash Basis Law (K.S.A. § 10-1100, *et seq*.) and the Kansas Budget Law (K.S.A. § 79-2935, *et seq*.) and at all times should be construed and interpreted so as to ensure that the Recipient is at all times in compliance with such laws.

5. **Certification of Procurement.** The Recipient shall comply with the "**Certification of Company Not Currently Engaged in The Procurement or Obtainment of Certain Equipment, Services, or Systems**," which is attached to and made a part of this Agreement.

6. **Civil Rights Act.** The **Civil Rights Act Attachment** pertaining to the implementation of the Civil Rights Act of 1964, is attached to and incorporated into this Agreement by this reference.

7. **Confidentiality.** Documents and information pertaining to this Agreement shall not be disclosed to any third person or entity not a Party to this Agreement unless required to do so pursuant to the Kansas Open Records Act (KORA) K.S.A. § 45-215, *et seq*. or by order of court or subpoena.

8. **Contractual Provisions.** The provisions found in the current version of the **Contractual Provisions Attachment (Form DA-146a)**, which is attached hereto, are hereby incorporated into this Agreement, and made a part thereof.

9. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

10. **Debarment of State Contractors.** Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this Agreement may be barred for up to a period of three (3) years, pursuant to K.S.A. § 75-37,103, or have its work evaluated for pre-qualification purposes. Contractors retained by the Recipient for the Project shall disclose any conviction or judgment for a criminal or civil offense of any employee, individual or entity which controls a company or organization or shall perform work under this Agreement that indicates a lack of business integrity or business honesty. This includes (1) conviction of a criminal offense for obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, or receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. An individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 % or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in a breach of this Agreement for cause.

11. **Entire Agreement.** This Agreement, with all attached documents listed in the Index of Attachments, expresses the entire agreement between the Parties with respect to the

Project. No representations, promises, or warranties have been made by the Parties that are not fully expressed or incorporated by reference in this Agreement.

12. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.

13. **Incorporation of Design Plans.** The final Design Plans for the Project are made a part of this Agreement by this reference.

14. **Independent Contractor Relationship.** The relationship of the Secretary and the Recipient shall be that of an independent contractor, and nothing in this Agreement shall be construed to create a partnership, joint venture, or employee-employer relationship. The Recipient is not the agent of the Secretary and is not authorized to make any representation, contract, or commitment on behalf of the Secretary. It is expressly understood that any individual performing services under this Agreement on behalf of the Recipient shall not be deemed to be an employee or independent contractor of the Secretary, and such individual shall not be entitled to tax withholding, workers' compensation, unemployment compensation or any employee benefits, statutory or otherwise, from the Secretary. The Recipient shall be solely responsible for the reporting and payment of income, social security, and other employment taxes due to the proper taxing authorities with respect to such personnel. The Recipient shall indemnify, defend and hold harmless the Secretary and its directors, officers, employees, and agents from and against any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney's fees, relating to the reporting and payment of income, social security, and other employment taxes and the provision of employee benefits (including but not limited to workers' compensation, unemployment insurance, and health insurance coverage or assessable payments required under state or federal laws) with respect to such individual performing services under this Agreement on behalf of the Recipient. This provision shall survive the expiration or termination of this Agreement.

15. **Industry Standards.** Where not otherwise provided in this Agreement, materials or work called for in this Agreement shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all applicable federal, state, and local laws and rules and regulations promulgated thereunder.

16. **No Third-Party Beneficiaries.** No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

17. **Nondiscrimination and Workplace Safety.** The Recipient shall comply with all federal, state, and local laws, and rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules, or regulations may result in termination of this Agreement.

18. **Notices.** Any notice required or submitted under this Agreement shall be deemed given if personally delivered or mailed by registered or certified mail, return receipt requested and

postage prepaid, to the following addresses of the Parties or such other addresses as either party shall from time to time designate by written notice. Any notice required or submitted under this Agreement shall be deemed given if personally delivered or mailed by registered or certified mail, return receipt requested and postage prepaid, to the following addresses of the Parties or such other addresses as either party shall from time to time designate by written notice.

The Secretary:
Kansas Department of Transportation
Attn: Matt Stormer
Bureau of Innovative Technologies
700 SW Harrison Street, 2nd floor
Topeka, KS 66603-3754

The Recipient:
City of El Dorado
Attn: Scott Rickard
220 E 1st Ave
El Dorado, KS 67042

19. **Prohibition on Certain Technologies**. All Parties agree that they will comply with 2 CFR § 200.216 and 2 CFR § 200.471 regulations. Such regulations provide that recipients and sub-recipients of federal funds are prohibited from obligating or expending loan or grant funds to 1) procure or obtain; 2) extend or renew a contract to procure or obtain, or; 3) enter into a contract to procure or obtain telecommunication or video surveillance equipment, services, or systems produced by: Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); and Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Any expenditures for such telecommunication or video surveillance equipment, services or systems are unallowable costs and will not be reimbursed.

20. **Project Modifications.** The Recipient shall send formal notice and request for approval to the Secretary for changes to the Project that include, but are not limited to, the following:

(a) Fiscal Year the Project is to be awarded.
(b) Project description.
(c) Project scope.
(d) Project Completion Date.
(e) Project funding.

Any changes in the plans and specifications during deployment shall require the Secretary's written approval.

21. **Restriction on State Lobbying.** Funds provided by the Secretary under this Agreement shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this Agreement shall be used to influence or attempt to

influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

22. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected, and each provision of this Agreement shall be enforced to the fullest extent permitted by law.

23. **Technical Advice and Assistance; Limitations.** Technical advice, assistance, or both, provided by the Secretary under this Agreement shall not be construed as an undertaking by the Secretary of the duties of the Recipient or any other individual or entity, or the duties of any Consultant, Contractor, Licensed Professional Engineer, or Inspector hired by the Recipient.

24. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement at the end of its current Fiscal Year. The Secretary shall participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.

25. **Waiver.** A Party's failure to exercise, or delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver. Further, no single or partial exercise of any right, power, or privilege shall preclude any other or further exercise thereof.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

Recipient:

Signature: _____

Printed Name: David B Dillner

Title: City Manager

Date: August 20, 2024

Kansas Department of Transportation
Secretary of Transportation

By: _____
Greg M. Schieber, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

Index of Attachments

Exhibit A - Project Details
Certification of Company Not Currently Engaged in a Boycott of Goods or Services From Israel
Policy Regarding Sexual Harassment Attachment
Certificate of Compliance with K.S.A. § 46-239(c) Attachment
Certification of Procurement
Civil Rights Act Attachment
Contractual Provisions Attachment (Form DA-146a)

PROJECT NO. U-2534-01
INNOVATIVE TECHNOLOGY PROGRAM
AI ROAD CONDITION ASSESSMENT
CITY OF EL DORADO, KANSAS

Project Description: Citywide street condition assessment using AI-rated pavement condition data to build GIS dashboard of city street conditions.

Party	Total Projected Contribution ($)
Secretary	**$52,500.00**
Recipient	**$17,500.00**
Total Estimated Project Cost	**$70,000.00**

CERTIFICATION OF COMPANY
NOT CURRENTLY ENGAGED IN A BOYCOTT OF GOODS or SERVICES FROM ISRAEL

In accordance with K.S.A. 75-3740f, the State of Kansas shall not enter into a contract with a Company to acquire or dispose of goods or services with an aggregate price of more than $100,000, unless such Company submits a written certification that such Company is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the State.

As a Contractor entering into a contract with the State of Kansas, it is hereby certified that the Company listed below is not currently engaged in a boycott of Israel as set forth in K.S.A. 75-3740e and 75-3740f.

_____ _____

Signature, Title of Contractor Date

_____

Printed

_____

Name of Company

Policy Regarding Sexual Harassment

WHEREAS, sexual harassment and retaliation for sexual harassment claims are unacceptable forms of discrimination that must not be tolerated in the workplace; and

WHEREAS, state and federal employment discrimination laws prohibit sexual harassment and retaliation in the workplace; and

WHEREAS, officers and employees of the State of Kansas are entitled to working conditions that are free from sexual harassment, discrimination, and retaliation; and

WHEREAS, the Governor and all officers and employees of the State of Kansas should seek to foster a culture that does not tolerate sexual harassment, retaliation, and unlawful discrimination.

NOW THEREFORE, pursuant to the authority vested in me as Governor of the State of Kansas, I hereby order as follows:

1. All Executive Branch department and agency heads shall have available, and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.
2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state's policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.
3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.
4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.
5. Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.
6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.
7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.
8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination, and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons, and is not intended to create any new right or benefit enforceable against the State of Kansas.
9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

Agreement to Comply with the Policy Against Sexual Harassment, Discrimination, and Retaliation.

I hereby acknowledge that I have read the above State of Kansas Policy Against Sexual Harassment, Discrimination, and Retaliation established by Executive Order 18-04 and agree to comply with the provisions of this policy.

_____

Contractor Name (Type or Print)

By: _____

Signature

_____

Printed Name

_____

Title

_____

Date

KANSAS DEPARTMENT OF TRANSPORTATION

CERTIFICATE OF COMPLIANCE WITH K.S.A. 46-239(c) ATTACHMENT

Kansas law (K.S.A. 46-239(c)) requires the Kansas Department of Transportation to report all contracts entered into with any legislator, or any member of a firm of which a legislator is a member, under which the legislator or member of the firm is to perform services for this agency for compensation. The following certification must be filled in by the signator of this contract:

_____ Yes, this contract is with a legislator or a firm in which a legislator is a member.

Legislator name _____

Business phone _____

Address (Street, City, State, Zip Code)

_____

_____

Purpose of Employment: _____

Method of determining compensation: _____

or

_____ No, this contract is not being entered into with a legislator or a firm in which a legislator is a member.

The signer understands that this certification is factual and reliable and is part of this transaction.

By: _____

Date: _____

Contract/
Project No:_____
(if applicable)

County:_____
(if applicable)

Rev. 02/17/2015

CERTIFICATION OF COMPANY NOT CURRENTLY ENGAGED IN THE PROCUREMENT OR OBTAINMENT OF CERTAIN EQUIPMENT, SERVICES, OR SYSTEMS

WHEREAS, pursuant to Public Law 115-232, Section 889 of the John S. McCain National Defense Authorization Act of 2019, "covered telecommunications equipment or services" is defined as:

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
(2) Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company (or any subsidiary or affiliate of such entities).
(3) Telecommunications or video surveillance services provided by such entities or using such equipment.
(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

WHEREAS, a "covered foreign country" means any of the following: (1) The People's Republic of China, (2) The Russian Federation, or (3) any country that is a state sponsor of terrorism[1].

WHEREAS, foreign adversaries are increasingly creating and exploiting vulnerabilities in covered telecommunications equipment which store and communicate vast amounts of sensitive information and support infrastructure and emergency services, in order to commit malicious cyber-enabled actions;

WHEREAS, the unrestricted acquisition or use in the State of Kansas of covered telecommunications equipment designed, developed, manufactured, or supplied by persons owned by, controlled by, or subject to the jurisdiction or direction of foreign adversaries augments the ability of foreign adversaries to create and exploit vulnerabilities in technological equipment, services, or systems; and

WHEREAS, the State of Kansas has an interest in protecting itself against threats related to foreign adversary's exploitation of vulnerabilities in covered telecommunications equipment.

THEREFORE, Contractor certifies that it shall not provide or procure to the State of Kansas or any agency thereof any covered telecommunications equipment either in whole or in part of any product or during the commission of any service.

FURTHERMORE, and notwithstanding any other contracts or agreements with Contractor, if Contractor has violated, misrepresented, or otherwise fails to comply with this certification document as determined by the State, the State may terminate any contract without penalty with Contractor immediately.

[1] Designations of a "state sponsor of terrorism" may be found at the U.S. Department of State website. https://www.state.gov/state-sponsors-of-terrorism/#:~:text=Currently%20there%20are%20four%20countries,)%2C%20Iran%2C%20and%20Syria.&text=For%20more%20details%20about%20State,in%20Country%20Reports%20on%20Terrorism.

By signing the below, Contractor acknowledges and agrees to comply with the provisions of this policy.

CONTRACTOR

Signature, Title	Date

KANSAS DEPARTMENT OF TRANSPORTATION

CIVIL RIGHTS ACT ATTACHMENT

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (LEP).

CLARIFICATION

The term "Contractor" is understood to include the Contractor, the Contractor's assignees and successors in interest, consultants, and all other parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Attachment shall govern should this Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest, agrees as follows:

1. **Compliance with Regulations**: The Contractor will comply with the Acts and the Regulations relative to nondiscrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA) or the Federal Aviation Administration (FAA) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination**: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment**: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, FTA, or FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:

    a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
    b. cancelling, terminating or suspending a contract, in whole or in part.

6. **Incorporation of Provisions**: The Contractor will include the provisions of the paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities), (42 U.S.C. §§12131-12189as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38);
- The Federal Aviation Administration's nondiscrimination statute (49 U.S.C. § 47123), (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended (prohibits you from discriminating because of sex in education programs or activities), (20 U.S.C. § 1681).

State of Kansas
Department of Administration DA-146a
(Rev. 07-19)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

> The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.
>
> The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20____.

1. **Terms Herein Controlling Provisions**: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. **Kansas Law and Venue**: This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

3. **Termination Due To Lack Of Funding Appropriation**: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. **Disclaimer Of Liability**: No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).

5. **Anti-Discrimination Clause**: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract**: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

7. **Arbitration, Damages, Warranties**: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

8. **Representative's Authority to Contract**: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. **Responsibility for Taxes**: The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. **Insurance**: The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

11. **Information**: **No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.***

12. **The Eleventh Amendment**: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

TO:	City Commission
FROM:	Mike Holton, Police Chief
SUBJ:	Consideration of the Adoption of the Standard Traffic Ordinance and the Uniform Public Offense Code
DATE:	August 5, 2024

Summary:
Each year, the League of Kansas Municipalities provides Kansas Cities with a Standard Traffic Ordinance (STO) and Uniform Public Offense Code (UPOC) updated with all State Statutes. Amendments made by the State of Kansas are as follows.

Standard Traffic Ordinance:

- Section 201.1 and 201.2 - Failure to Comply with a Traffic Citation

Uniform Public Offense Code:

- Section 9.1 - Disorderly Conduct
- Section 9.9.1 - Unlawful Possession of Marijuana and Tetrahydrocannabinols
- Section 9.9.2 - Possession of Drug Paraphernalia and Certain Drug Precursors
- Section 9.9.4 - Unlawful Possession of Controlled Substances

In addition to the changes made by the State of Kansas, the City of El Dorado has once again opted out of the State's prohibition of golf carts on City Streets. Staff are also recommending that the Commission allow All Terrain Vehicles (ATVs) on City Streets. Where golf carts are only allowed on streets with a posted speed limit of 30 or less, ATVs will be allowed on all streets except for State Highways (Main and Central). Both types of vehicle are allowed to cross those streets, but will not be allowed to drive along them. Other requirements for ATVs will include a side and rear mirror and light kit for anyone who wishes to drive them after dark.

Applications for Golf Carts and ATVs will be available at the Police Department. All applicants must provide a valid driver's license and proof of insurance.

Attachments:
1. UPOC Ord 2024
2. STO Ord 2024
3. ATV App

Funding Source:
There is no estimated fiscal impact to the City of El Dorado.

Operation Impact:
The allowance of ATVs on City Streets will cause some extra work for the Police Department while the rules are disseminated to the public, but the impact should be minimal.

Options/Alternatives:
The City Commission has the following options:
1. Approve the Standard Traffic Ordinance and Uniform Public Offense Code with the amendments

presented.
2. Approve the Standard Traffic Ordinance and Uniform Public Offense Code with no amendments.
3. Table the item and request that staff return with additional changes to the documents.

Staff Recommendation:
The recommendation of staff is to adopt the Standard Traffic Ordinance and Uniform Public Offense Code with amendments as presented.

Commission Action:
Commissioner _____ moved to approve an Ordinance amending Section 9.04.010 of the El Dorado Municipal Code pertaining to traffic and incorporating, by reference, the "Uniform Public Offense Code" for Kansas Cities, 40th Edition.

Commissioner _____ seconded the motion

Commissioner _____ moved to approve an Ordinance amending Section 10.04.010 of the El Dorado Municipal Code pertaining to traffic and incorporating by reference the "Standard Traffic Ordinance" for Kansas Cities, 51st Edition, with certain omissions, changes and additions; prescribing additional regulations; providing certain penalties and repealing prior ordinances.

Commissioner _____ seconded the motion

On August 7, 2023, the City of El Dorado, Kansas adopted Ordinance No. G- 1419, an Ordinance Amending Title 9 of the City of El Dorado, Kansas Municipal Code relating to Traffic and incorporating by reference the Uniform Public Offense Code for Kansas Cities 40th Edition, providing certain penalties and repealing prior ordinances. The full text of this Ordinance may be obtained or viewed free of charge at the office of the City Clerk, 220 E 1st Avenue, El Dorado, Kansas or online at http://eldoks.com/268/Open-Records-Information. This summary is certified by Ashlyn B. Lindskog, El Dorado City Attorney, pursuant to K.S.A. 12-3007, et seq.

ORDINANCE NO. G- 1419___

AN ORDINANCE AMENDING SECTION 9.04 OF TITLE 9, CHAPTER 9.04 OF THE EL DORADO MUNICIPAL CODE PERTAINING TO PUBLIC OFFENSES AND INCORPORATING BY REFERENCE THE "UNIFORM PUBLIC OFFENSE CODE" 40TH EDITION PROVIDING CERTAIN PENALTIES AND REPEALING PRIOR ORDINANCES

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF El DORADO, KANSAS:

Section 1: That Section 9.04.010 Title 9, Chapter 9.04 of the El Dorado Municipal Code shall be replaced as follows:

Section 9.04.010: INCORPORATING PUBLIC OFFENSE CODE. There is hereby incorporated, by reference, for the purpose of regulating public offenses within the corporate city limits of the City of El Dorado, Kansas, that certain code known as the "Uniform Public Offense Code," 40th Edition, prepared and published by the League of Kansas Municipalities. No fewer than three copies of the "Uniform Public Offense Code" shall be marked "Official Copy as incorporated by the El Dorado Municipal Code," which shall be filed with the City Clerk to be open to inspection and available to the public at all reasonable hours.

Section 2: Repeal.

All other ordinances or parts of other ordinances in conflict herewith are hereby repealed.

Section 3: Effective Date.

This Ordinance shall take effect and be in force from and after its publication in the official city newspaper.

PASSED AND APPROVED by the Governing Body of the City of El Dorado, Kansas, this 5th day of August 2024.

_____
Mayor Bill Young

ATTEST:

_____
Emerald Ashlock, City Clerk

APPROVED AS TO FORM:

_____
City Attorney

ORDINANCE NO. G-1420

AN ORDINANCE AMENDING SECTION 10.04.010 OF TITLE 10, CHAPTER 10.04 OF THE EL DORADO MUNICIPAL CODE PERTAINING TO TRAFFIC AND INCORPORATING BY REFERENCE THE "STANDARD TRAFFIC ORDINANCE FOR KANSAS CITIES" 50TH EDITION, WITH CERTAIN OMISSIONS, CHANGES AND ADDITIONS; PRESCRIBING ADDITIONAL REGULATIONS; PROVIDING CERTAIN PENALTIES AND REPEALING PRIOR ORDINANCES

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF El DORADO, KANSAS:

Section 1: That Section 10.04.010 Title 10, Chapter 10.04 of the El Dorado Municipal Code shall be replaced as follows:

Section 10.04.010: STANDARD TRAFFIC ORDINANCE INCORPORATED. There is hereby incorporated, by reference, for the purpose of regulating traffic upon the highways, parks, public lands, drives and parking lots, whether public or private, if open to and accessible to the public, within the corporate city limits of the City of El Dorado, Kansas, that certain standard traffic ordinance known as the "Standard Traffic Ordinance for Kansas Cities," 51st Edition, prepared and published by the League of Kansas Municipalities, save and except such articles, sections, parts or portions as are hereafter omitted, deleted, modified or changed. One official copy of said "Standard Traffic Ordinance" shall be marked "official Copy as incorporated by the El Dorado Municipal Code," with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of this ordinance and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours.

Section 2: Omission.

Sections 114.1 and 114.4 of the Standard Traffic Ordinance relating to the operation of golf carts and All-Terrain Vehicles (ATVs) on public streets are hereby omitted and deleted.

Section 3: Amended Provisions for the operation of All-Terrain Vehicles (ATVs) on public streets.

Section 114.1 of said Standard Traffic Ordinance is hereby supplemented, by adding the following sections:

Section 114.1 Operation of All-Terrain Vehicles (ATVs) on City Streets

(a) An All-Terrian Vehicle (ATV) is defined as any motorized nonhighway vehicle, other than an electric-assisted bicycle, 55 inches or less in width measured from the outside of one tire rim to the outside of the other tire rim, having a dry weight of 1,500 pounds or less, and traveling on three or more nonhighway tires. (K.S.A. 8-1402a; K.S.A. 8-126)
(b) ATVs as defined above shall be operated on the public highways, streets, roads and alleys within the corporate limits of the city, with the following exceptions.
    1) No ATV may be operated upon any interstate, federal or state highway.
    2) No ATV may be operated upon any public street, road or alley between sunset and sunrise unless such vehicle is equipped with lights and reflectors as required for motorcycles under K.S.A. 8-1721 and amendments thereto.
    3) All ATVs operating on a public street, road or alley must be equipped with at least one side view and one rear view mirror.

4) All ATVs shall comply with noise and muffler requirements as set forth in K.S.A. 8-1739, and amendments thereto.

(c) The provisions of subsections (1) and (2) shall not prohibit a ATV from crossing a federal highway, state or public highway, street, road or alley with a posted speed limit in excess of thirty (30) miles per hour.

Section 4: Amended Provisions for the operation of Golf Carts on public streets.

Section 114.4 of said Standard Traffic Ordinance is hereby supplemented, by adding the following sections

Section 114.4. Operation of Golf Carts on City Streets

(a) Golf Carts, as defined by the Standard Traffic Ordinance, shall be operated on the public highways, streets, roads and alleys within the corporate limits of the city, with the following exceptions.
   1) No golf cart may be operated upon any interstate, federal or state highway.
   2) No golf cart may be operated upon any public highway, street, road or alley with a posted speed limit in excess of thirty (30) miles per hour or as otherwise specifically excluded. Excluded streets include:
      i. Central Avenue
      ii. Main Street
      iii. Sixth Avenue
      iv. Southwest Traffic Way
      v. McCollum Road
      vi. Haverhill Road
   3) The provisions of subsections (1) and (2) shall not prohibit a golf cart from crossing a federal highway, state or public highway, street, road or alley with a posted speed limit in excess of thirty (30) miles per hour.
   4) No golf cart may be operated on any public sidewalk, bicycle path or other recreational path not designated for their specific use.
   5) No golf cart shall be operated on any public highway, street, road or alley between sunset and sunrise unless such vehicle is equipped with lights as required by law for motorcycles.
   6) Every person operating a golf cart on the public highways, streets, roads and alleys of the city shall be subject to all of the duties applicable to a driver of a vehicle imposed by law.

(b) Display of slow moving vehicle emblem.
   1) It shall be illegal to operate a golf cart on any public highway, street, road or alley within the corporate limits of the city unless such vehicle displays a slow moving vehicle emblem on the rear of the vehicle. The slow-moving vehicle emblem shall be mounted and displayed in compliance with K.S.A. 8-1717, and amendments thereto.

Section 5: Additional provisions for the operation of ATVs and Golf Carts on public streets.

(c) Valid Driver's License Required; Penalty.
   1) No person shall operate an ATV or golf cart on any public highway, street, road or alley within the corporate limits of the city unless such person has a valid driver's license. Violation of this section is punishable by a fine of not more than $1,000 or by imprisonment for not more than six months or by both such fine and imprisonment.

(d) Insurance Required; Penalty.
   1) Every owner of an ATV or golf cart shall provide liability coverage in accordance with Section 200 of the Standard Traffic Ordinance 51st Edition, and amendments thereto, and the Kansas Automobile Injury Reparations Act, K.S.A. 40-3101, *et seq.*, and amendments thereto. All provisions of Section 200 of the Standard Traffic Ordinance 51st Edition, and amendments thereto, including penalty provisions, shall be applicable to all owners and operators of ATVs and golf carts.

(e) Registration; Application.

1) Before operating an ATV or golf cart on any public highway, street, road or alley within the corporate limits of the city, the vehicle shall be registered with the El Dorado Police Department and display a valid registration decal affixed and displayed in such a manner as to be clearly visible from the rear of the vehicle. The application shall be made upon forms provided by the city and each application shall contain the name of the owner, the owner's driver license number, the owner's residence address or bona fide place of business, a brief description of the vehicle to be registered (including make, model and serial number, if applicable).
2) Proof of insurance, as required in Section (d) shall be furnished at the time of application for registration.
3) The license issued hereunder is not transferrable.

Section 6: Amended provisions for the operation of work-site vehicles.

Section 114.5 of the Standard Traffic Ordinance shall be amended as follows.

(e) Section 114.5 of the Standard Traffic Ordinance shall not apply to the following:

1) Equipment operated by duly authorized representatives of the city or its designees for the maintenance of city property or city recreational facilities.
2) Equipment operated by duly authorized representatives of Butler County, Kansas or its designees for the maintenance of county property or facilities.
3) Equipment operated by duly authorized representatives of USD 490 or USD 375 for the maintenance of school property or facilities.
4) Equipment operated by duly authorized representatives of Butler Community College or its designees for the maintenance of college property or facilities.

(f) All work-site vehicles operated by local government or school representatives shall be subject to Section 4 (a) as provided in this Ordinance.

Section 7: Penalties.

Unless specifically provided herein, a violation of any provision in sections 1 through 4 shall be deemed an ordinance traffic infraction. Upon an entry of a plea of guilty or no contest or upon being convicted of such violation, the penalty imposed shall be in accordance with Section 201 of the Standard Traffic Ordinance 51st Edition, and amendments thereto, or such other similar provision as the city may then have in effect.

Section 8: Repeal.

All other ordinances or parts of other ordinances in conflict herewith are hereby repealed.

Section 9: Effective Date.

This Ordinance shall take effect and be in force from and after its publication in the official city newspaper.

PASSED AND APPROVED by the Governing Body of the City of El Dorado, Kansas, this 5th day of August 2024.

_____
Mayor Bill Young

ATTEST:

_____
Emerald Ashlock, City Clerk

APPROVED AS TO FORM:

_____
City Attorney

ATV & Golf Cart Application

Date of Application: _____

CONTACT INFORMATION FOR REGISTERING PARTY

Name (F,M,L): _____

Address: _____

Phone: Home/Cell:_____ Work:_____ Email:_____

Primary Operator Driver's License Number:_____

VEHICLE INFORMATION (please print)

Type of Vehicle: _____

Make, Model, & Weight (Max 1500 lbs): _____

Vehicle Identification Number (VIN): _____

Insurance Carrier: _____

Insurance Policy Number/Issue Date: _____

APPLICATION CERTIFICATION

I,_____, the above-named applicant, have read the contents of this application and the answers contained herein are complete and true. In addition, I have read and understand all applicable rules and regulations as set out in the Municipal Code Section 10.04.010 of the City of El Dorado, Kansas. Furthermore, I hereby agree to comply with all the laws of the State of Kansas, and all rules and regulations prescribed by the City of El Dorado, and I have consent to the immediate revocation of my license, by the proper officials, for any violations of such laws, rules, or regulations.

Signed: _____Date: _____
Signature of Applicant
(Applicant must be 18 years of age or older)

Upon completion, please return to the following:

El Dorado Police Department, 128 N. Vine, El Dorado, Kansas 67042

Vehicle Inspection

	Seatbelts
	Headlights
	Stop and Turn Signals
	Windshield
	Muffler
	Other:_____

_____ _____ _____

Police Approval Printed Name Police Approval Signature Date