

City of Baldwin City
PO Box 86
Baldwin City, Kansas 66006
Council Meeting Agenda

Baldwin City Community Center
712 Chapel St
Baldwin City, KS 66006

TUESDAY
May 5th, 2026
7:00 PM



A. Call to Order-Mayor Gerald Cullumber

B. Approval of Agenda

C. Consent Agenda

1. Minutes 4.21.2026
2. Scheduled Claims List

D. Public Comment:

Members of the public are welcome to comment on items relating to City business not listed on this Agenda. Please stand and wait to be recognized by the Mayor. As a general practice, the comments may or may not be acted upon by the Council during the meeting, or Council may refer the items to staff for follow up.

*If you wish to comment on an item listed on the agenda, a **sign-up sheet** is provided for you to sign in and provide your address. You will be called on when the Agenda item of interest is under discussion by the Council.*

E. Special Reports or Presentations

F. Old Business

1. Lease Template

G. New Business

1. Conditional Use Permit-Mobile Home Park
2. Bond Resolution
3. Resolution of Support-Brick Streets

H. Council Committee Reports

1. Budget and Finance - Scott Lauridsen/Peter Wentz
2. Community Development - Cory Venable/Peter Wentz
3. Public Safety -Jay King/Cory Venable

**City of Baldwin City
PO Box 86
Baldwin City, Kansas 66006
Council Meeting Agenda**

**Baldwin City Community Center
712 Chapel St
Baldwin City, KS 66006**

**TUESDAY
May 5th, 2026
7:00 PM**



-
4. Public Works and Utilities - Julie Constantinescu/Jay King
 5. Strategic Planning - Scott Lauridsen/Julie Constantinescu
 6. Lake Advisory Committee-Jay King/Julie Constantinescu

I. City Administrator and Staff comments

J. Council and Mayor comments

K. Executive Session

L. Adjourn

City Council meets every first and third Tuesday of each month at 7:00 p.m. at the Baldwin Community Center. Council work sessions are held the last Tuesday of each month at 7:00 p.m. at the Baldwin Community Center.

**City of Baldwin City
Minutes
Tuesday, April 21, 2026
Regular Council Meeting**

A. Call to Order

The Baldwin City Council was called to Regular Session at 7:00 p.m. at the Baldwin City Community Center, 712 Chapel Street, with Mayor Gerald Cullumber presiding.

Present were Council Members: Jay King, Peter Wentz, Cory Venable, Scott Lauridsen and Julie Constantinescu.

Also, attending: Russ Harding-City Administrator; Amara Packard-City Clerk; City Attorney-Jessica Wortham; Pat Toth-Community Development; Lynn Meador-Communications; Rob Culley-Public Works Director; and Officer Butrum-Police Department.

B. Approval of Agenda

Peter Wentz moved and Julie Constantinescu seconded to approve the agenda as presented. Motion carried with a vote of 5 yes and 0 no.

C. Consent Agenda

Julie Constantinescu moved and Peter Wentz seconded to approve the consent agenda as presented. Motion carried with a vote of 5 yes and 0 no.

1. Minutes 4.07.2026
2. Scheduled Claims List
3. Special Event-Touch A Truck
4. Special Event-BYOB 2026 BGA
5. Special Event-4th of July BGA
6. Special Event-Maple Leaf Festival
7. Special Event-Concert to raise money for Philanthropy-Zeta Chi Fraternity
8. Special Event-Baker Commencement

D. Public Comment

E. Special Reports or Presentations

Proclamation from Children's Advocacy Center

Bev Turner from the Children's advocacy center spoke about their mission and what their center does.

Mayor Cullumber read the Arbor Day Proclamation and proclaimed April, 2026 as Child Abuse Awareness month in Baldwin City.

Pool Report

Matt McClure gave a very thorough report to the council on the 2025 pool season. It was a busy, well attended season, with all sorts of different activities for the community.

1st Quarter Financials and Forecast by Baker Tilly

Matt Lawn with Baker Tilly, gave the council an overview of the 1st quarter financials for 2026 for Baldwin City.

Annual Review of the BGA operations

Paul Vander Tuig with the Baldwin Golf Association went over the 2025 their operations out at the golf course last year. They had numerous events hosted out on the green space, and have had lots of participants on golf nights.

F. Old Business

1. Lease Agreement-Bullpen

Cory Venable recused himself.

Council reviewed the lease set before them and discussed changes they wanted to make. The numbers are the next step in completing the lease. Council and Nikki Manbeck discussed specific details of the lease.

The City Administrator and Council want the verbiage on the lease agreement finalized by the next meeting, and to have the lease offer out to the tenants by mid June. The council discussed extending the current Bullpen lease through the end of July, so the new lease is approved by council and ready to go to tenants.

Scott Lauridsen moved and Jay King seconded to extend the current lease for the Bullpen, with the same terms to the end of July of 2026. Motion passes 4-0.

Julie Constantinescu-yes, Scott Lauridsen-yes, Peter Wentz-yes and Jay King-yes.

Julie Constantinescu said this should be the last extension.

Cory Venable rejoined the meeting.

Jay King said that he thinks we are going to price out any business that would be in there by having an appraisal done. He said that his personal opinion is they should get out of the leasing business when the tenants are out.

G. New Business

1. Recreation Commission Board Position

There is an open position on the Recreation Commission board that the city council appoints. We need a council member on that interview committee.

Julie Constantinescu volunteered to serve on the interview committee.

Scott Lauridsen moved and Cory Venable seconded to nominate Julie Constantinescu. Motion passes 5-0.

H. Committee Reports

1. Budget and Finance - Scott Lauridsen/Peter Wentz

- Bond rating
- General fund balance
- Jeff discussed the capacity issue that he discussed with the council, and the committee discussed ways to fund the acquisition this year. The install would be down the road.
- City property options
- Budget planning schedule:
 - May 5th - council information session
 - June 23rd - budget workshop
 - July 7th - Revenue Neutral Resolution
 - September 1st - Revenue Neutral Hearing

Next meeting 4/27/2026 at 9:00am, second floor of City Hall

2. Community Development - Cory Venable/Peter Wentz

Next meeting TBD at 4:00pm, second floor of City Hall

3. Public Safety - Jay King/Cory Venable

Next meeting will be 4/30/2026 at 9:00am, second floor of City Hall

4. Public Works and Utilities - Julie Constantinescu/Jay King

- New employee has been hired in the public works department and seasonal work is being covered for the summer.
- Soon will be prepping the pool to fill. The new chlorine injection system will be online at that time.
- Ordered 50 tons of de-icing salt for the 26/27 season.
- Common consumption signs and new tip-out barricades are in.
- Installed 4 new water services.
- Evergy crews have the first half of the solar array repowered with new inverters. It is only producing from half of the site with the old inverters.
- The new Evergy meter relocation went well with the total time of disconnect was around 9 hours.

Next meeting 5/14/2026 at 9:00am, Public Works Conference Room

5. Strategic Planning-Scott Lauridsen/Julie Constantinescu

Next meeting TBD at 10:00am, second floor of City Hall

6. Lake Advisory Committee-Jay King/Julie Constantinescu

Next meeting TBD at 6:00pm, Executive Room at the Community Center

I. City Administrator and Staff Comments

Rob Culley-Director of Public Works read his letter of retirement to the council. He will officially be retiring August 1st 2026.

Scott Lauridsen said that after working with Rob for the last 6 ½ years, he has been nothing but professional. He said Rob's fingerprints are all over the high quality of life in the city.

Julie Constantinescu thanked Rob, and said without him, she wouldn't have been able to get through

this.

J. Council & Mayor Comments

City Attorney Jessica Wortham said that new laws are being analyzed, legislative updates are happening.

Mayor Cullumber said the city cleaned up the playground by the pool. He said the employees were working hard and it looked great. He thanked Rob for having his crew get it done so quickly.

Mayor Cullumber would like to have the 300 block of Ames looked at that has the abandoned camper, the van that has the flat tire, and getting the trash cleaned up on the east side of the building.

There was a complaint today regarding leaf burning.

Food trucks need to move ahead.

The League training was very good that the Mayor and City Administrator went to in Salina.

K. Executive Session

L. Adjourn

Julie Constantinescu moved and Cory Venable seconded to adjourn the regular meeting. Motion passes 5-0. Time: 9:26 p.m.

Attest:

Amara M. Packard
City Clerk

CLAIMS BY VENDOR

INVOICE NUMBER	VENDOR NAME		GL ACCOUNT #	AMOUNT	PAYMENT		
	REFERENCE				AMOUNT	CHECK #	CHECK DATE
10/28/2025 MILEAGE	AMARA PACKARD	320.76 MILES TO CONFERENCE	01.01.2160	224.53			
					224.53	68767	12/02/25
1K1N-7X4G-7TW7	AMAZON CAPITAL SERVICES	PLANT FOOD, DRAWER ORGANIZERS	01.01.3110	50.62			
					50.62	41482205	12/02/25
1V3T-NGHK-L6VF		RETURNED 50 LEGAL PENDAFLEX	01.07.3110	98.44-			
					98.44-	41482205	12/02/25
1WKC-GP9J-P97N		PAPER PLATES/BOWLS/STAPLER	01.02.3800	53.00			
		PAPER PLATES/BOWLS/STAPLER	01.02.3110	14.52			
					67.52	41482205	12/02/25
1WW7-GLCP-DY17		COILS AND KIT	11.24.3355	645.22			
					645.22	41482205	12/02/25
1XH4-4WXC-7FDR		COFFEE	18.21.3110	37.95			
					37.95	41482205	12/02/25
56185	AMERICAN EQUIPMENT	SNOW PLOW PARTS	01.02.3330	6,840.08			
					6,840.08	68768	12/02/25
6503826-10	ANIXTER INC	FUSES 8/25/50AMP	11.25.4239	1,655.03			
					1,655.03	68769	12/02/25
6583974-01		COPPER CONNECTORS/STIRRUP	11.25.4239	2,853.07			
					2,853.07	68769	12/02/25
6583974-02		HOTSTICK CLEANER/TAPE	40.24.2204.1120	898.04			
					898.04	68769	12/02/25
6583974-04		HOTSTICK CLEANER	11.25.4239	189.37			
					189.37	68769	12/02/25
6601762-00		BLT MACH 5/8" X 12" SQ NUTS	40.24.2204.1120	616.17			
					616.17	68769	12/02/25
BT3392217	BAKER TILLY MUNI ADV/SPRN	RETAINER FOR NOV 2025	01.01.2850	650.00			
		RETAINER FOR NOV 2025	11.26.2850	2,600.00			
		RETAINER FOR NOV 2025	12.11.2850	2,600.00			
		RETAINER FOR NOV 2025	18.21.2850	650.00			
					6,500.00	68770	12/02/25
251269M#1	BG CONSULTANTS INC	BUILDING PERMIT APP REVIEW	01.35.2430	986.00			
					986.00	68771	12/02/25
SEP 2025 - NOV 2025	COMPANION ANIMAL HOSPITAL	SEP-NOV 2025 SVC CONTRACT	01.05.3891	1,200.00			
					1,200.00	68772	12/02/25
X731988	CORE & MAIN - 084041 (EX)	SRII METERS	12.12.4235	4,136.40			
					4,136.40	68773	12/02/25
PS-INV246383	CORO MEDICAL LLC	2 AED, 2 TAGS, 2 DECAL, 2 PADS	01.05.3006	4,221.24			
					4,221.24	68774	12/02/25
PS-INV246767		11 PEDI PADZ	01.05.3006	1,556.49			
					1,556.49	68774	12/02/25
PS-INV246924		7 CPR PADZ	01.05.3006	1,469.77			
					1,469.77	68774	12/02/25
CLAIM #1885866	EMC INSURANCE-WC DEDUCTIB	LINEBACKER DEDUCTIBLE	01.05.2410	5,000.00			
					5,000.00	68775	12/02/25

CLAIMS BY VENDOR

INVOICE NUMBER	VENDOR NAME		GL ACCOUNT #	AMOUNT	PAYMENT		CHECK #	CHECK DATE
	REFERENCE				AMOUNT			
PS460129524	FOLEY EQUIPMENT CO-11408							
	ELEMENTS FOR LOADER		01.02.2530	96.84				
					96.84	68776	12/02/25	
144-24-3	GORDON CPA LLC							
	2024 AUDIT INVOICE #3		01.01.2852	350.00				
	2024 AUDIT INVOICE #3		11.26.2852	350.00				
	2024 AUDIT INVOICE #3		12.11.2852	150.00				
	2024 AUDIT INVOICE #3		18.21.2852	150.00				
					1,000.00	68777	12/02/25	
INV-655666239	GROUNDS GUYS OF OLATHE							
	50% BALANCE ON 2025 XMAS DECOR		01.01.2516	15,865.72				
					15,865.72	68778	12/02/25	
0071007-2026	LAWRENCE JOURNAL WORLD							
	2026 JOURNAL WORLD SUBSCRIPTIO		01.01.2721	155.40				
					155.40	68779	12/02/25	
200016339	LEAGUE OF KS MUNICIPALITI							
	ETHICS & CIVILITY TRAINING		01.01.2140	150.00				
					150.00	68780	12/02/25	
060582	LOU'S GLOVES							
	XXL NITRILE GLOVES		18.22.3680	198.00				
					198.00	68781	12/02/25	
887552	MID WEST EXTERMINATORS OF							
	MONTHLY PEST CONTROL		01.02.2999	50.00				
					50.00	68782	12/02/25	
899752	MONTHLY PEST CONTROL							
			01.02.2999	50.00				
					50.00	68782	12/02/25	
86137	NORRIS EQUIPMENT CO LLC							
	OIL		03.01.3530	109.80				
	NEW CLUCTH FOR MOWER		03.01.2530	669.93				
					779.73	68783	12/02/25	
86138	TIRE-BAR							
			03.01.3350	322.66				
					322.66	68783	12/02/25	
1379799	NORTH AMERICA FIRE EQUIP							
	LEATHER LARGE CLOSE		01.05.3610	32.52				
					32.52	68784	12/02/25	
2560237923	PACE ANALYTICAL SERVICES,							
	MONTHLY TESTING FEE		18.22.2202	549.30				
					549.30	41482206	12/02/25	
2560237940	MONTHLY TESTING FEES							
			18.22.2202	254.70				
					254.70	41482206	12/02/25	
ar1/51045278	PARKSON CORPORATION							
	GEARMOTOR		18.22.2530	2,843.00				
					2,843.00	68785	12/02/25	
94272723	ROYAL METAL IND. INC.							
	STEEL STOCK		01.02.3320	522.92				
					522.92	68786	12/02/25	
10528	TG TECHNICAL SERVICES							
	TG TECH FIELD CALIB/SENSOR REP		01.04.2209	337.20				
					337.20	68787	12/02/25	
5225421-202510-1	TRANSUNION RISK & ALTERNA							
	OCT 2025 TLO		01.05.2850	118.00				
					118.00	68788	12/02/25	
	US AUTOFORCE							

CLAIMS BY VENDOR

12/02/2025 THRU 12/02/2025

INVOICE NUMBER	VENDOR NAME REFERENCE	GL ACCOUNT #	AMOUNT	PAYMENT AMOUNT	CHECK #	CHECK DATE
0013097752	US AUTOFORCE TIRES	01.02.3350		637.76		
					637.76	41482219 12/02/25
					=====	
	REPORT TOTAL				63,012.81	

Commercial Lease Agreement

THIS LEASE made on [INSERT DATE LEASE APPROVED BY CITY COUNCIL], between [TENANT AND/OR BUSINESS NAME] (hereinafter referred to as “Tenant”) and **The City of Baldwin City** (hereinafter referred to as “Landlord”).

1. Premises

Landlord hereby agrees to lease to Tenant, and Tenant hereby agrees to lease from Landlord, the following described premises, hereinafter referred to as “the premises” in the “[INSERT ADDRESS],” in the city of Baldwin, County of Douglas, State of Kansas to with:

Address: [INSERT ADDRESS], Baldwin City, Kansas 66006

Premises includes the physical building at that address only. Premises does not include any sidewalks, parking, land, or other space attached to the property. Rental of the sidewalks, parking, land, or other space outside of the building must be a separate agreement per provisions of the City Code.

2. Terms

The monthly base lease payment will be payable monthly on the FIRST DAY of each and every month of the term hereof, after the first month’s payment.

The lease is for a term of [INSERT TERM] years, beginning on the 1st day of [MONTH, YEAR] and ending on [INSERT END DATE].

3. Base Monthly Lease Payments.

Monthly Payments During [FROM 1ST DAY OF THE LEASE, TO DAY BEFORE SECOND YEAR OF LEASE]:

The Tenant shall pay monthly to the Landlord a total of [INSERT MONTHLY RENT] on the first of the month, each month, of the first year. Tenant shall also be responsible for payment of property taxes as outlined below.

Monthly Payments During [FROM 1ST DAY OF THE SECOND YEAR OF THE LEASE, TO DAY BEFORE THIRD YEAR OF LEASE]:

The second year, starting [INSERT DATE, YEAR], the Tenant shall pay [INSERT MONTHLY RENT] on the first of the month each month for the second year of this lease. Tenant shall also be responsible for payment of property taxes as outlined below.

Tenant initials

Monthly Payments during [FROM 1ST DAY OF THE THIRD YEAR OF THE LEASE, TO DAY BEFORE FOURTH YEAR OF LEASE]:

The third year, starting [INSERT DATE, YEAR] shall be [INSERT MONTHLY RENT] due on the first of the month, each month, for the third year of this lease. Tenant shall also be responsible for payment of property taxes as outlined below.

Monthly Payments during [FROM 1ST DAY OF THE FOURTH YEAR OF THE LEASE, TO DAY BEFORE FIFTH YEAR OF LEASE]:

The fourth year shall be [INSERT MONTHLY RENT] due on the first of the month, each month, for the fourth year of this lease. Tenant shall also be responsible for payment of property taxes as outlined below.

Monthly Payments during [FROM 1ST DAY OF THE FIFTH YEAR OF THE LEASE, TO LAST DAY OF THE LEASE]:

The fifth year shall be [INSERT MONTHLY RENT] due on the first of the month, each month, for the fifth year of this lease. Tenant shall also be responsible for payment of property taxes as outlined below.

Per K.S.A. 58-2507, should the Tenant neglect or refuse to pay rent when due, the Landlord may give a ten-day notice in writing. Failure to pay in full by the fifth (5th) day of the month shall result in late fee being assessed starting on the sixth (6th) day of the month at \$25 per day and shall accumulate at \$25 for each day late. Failure to pay rent and late fees in full by the expiration of the ten-day notice shall result in the termination of the lease and the Tenant must vacate the premises before the end of the month or the Tenant shall be subject to default provisions below. Tenant shall forfeit the security deposit for failing to pay monthly rent.

4. Property Taxes and Annual Payment Schedule

Tenant agrees to pay for property tax associated with said premise. Landlord shall receive the property tax bill and shall forward a copy of the property tax bill to Tenant within five (5) business days of receipt of the property tax bill. Landlord shall provide to the Tenant on or before December 1st of each year an updated payment schedule with monthly payments including the base rent plus one-twelfth of the annual property taxes. Tenant shall pay property taxes divided into monthly payments directly to the Landlord and included in the monthly base rent. Property Tax amounts vary each year and are determined by the Douglas County Property Appraiser's Office.

5. Property Insurance

Landlord agrees to pay insurance on existing shell of building. Any other insurance will be paid by the Tenant. All personal property shall be insured by the Tenant and Tenant is to maintain

business liability insurance on the property and produce the liability insurance to the Landlord. Tenant is responsible for providing insurance for the outdoor patio space utilized by the Tenant. Proof of insurance must be provided to the Landlord before [INSERT FIRST DAY OF THE LEASE] of each year and failure to provide proof of insurance before [INSERT ANNIVERSARY DATE OF THE LEASE] of each year may result in the Tenant being in default of this lease agreement. Landlord shall give the Tenant thirty-day notice of terminating the lease and if the Tenant does not provide proof of insurance within fifteen business days, the Tenant shall vacate the premises before the end of the thirty-day notice or the Landlord may seek any and all legal remedies and damages provided by Kansas State Law.

6. Notice to Renew or Non-Renew

Tenant should give notice of the intent to renew one-hundred-and-eighty days (180) in advance of the end of this term or any renewal term. Tenant’s notice to renew shall be in writing and tendered to the City Administrator by certified mail or by email with return receipt requested. Tenant’s notice to renew the lease does not guarantee renewal under the same terms and conditions provided in the current lease. Tenant is encouraged to attend both the City Finance Committee meetings AND City Council Meetings to propose or negotiate any lease terms. New lease provisions including terms and rates are at the sole discretion of the City Council.

This lease terminates automatically on [INSERT LAST DAY OF LEASE] and shall not be auto-renewed. Tenant must vacate the property on or before [INSERT LAST DAY OF LEASE] if a new lease is not signed by all parties at least five (5) business days before [INSERT LAST DAY OF THE LEASE].

7. Extensions of Current Lease

Should the negotiations for a new lease between the Landlord-Tenant break down within thirty (30) days of this lease expiration date, the City Administrator or City Council may approve a one-month extension to give the Tenant additional time to negotiate or vacate the premises. Request for a one-month extension may be done orally during a City Council Meeting or via writing to the City Administrator on or before [INSERT DATE]. Tenant shall pay rent of [INSERT RENT] by the first of the month. All other provisions within this lease shall apply and Tenant may only receive ONE (1) extension. Should no new lease be signed by both parties on or before [INSERT DATE—RECOMMENDED DATE 15TH OF EXTENDED MONTH], Tenant must vacate on or before [INSERT LAST DAY OF EXTENDED MONTH].

8. Use of Premises

Premises shall be used for [INSERT TYPE OF BUSINESS]. Any use of the premises outside of this agreement must be approved by the City Council. If the Tenant operates business outside this business structure, the Landlord, at any time, shall subject the Tenant to default provisions within this lease and issue a thirty-day notice to terminate the lease. Should the Tenant fail to

Tenant initials

vacate the premises before the thirty-day notice, the Landlord may seek any and all legal remedies and damages provided by Kansas State Law.

Premises must be in continued use and may not be abandoned. Failure to use the premises within a ninety (90) day period shall result in the Tenant being in default. If Tenant is going to have an extended absence from the premises, the Tenant shall contact the Landlord in writing immediately.

9. Landlord's Lien.

All rents, whether due or to become due, shall be a perpetual lien on any and all goods and merchandise, furniture and fixtures now contained in or which may at any time during the continuance of this lease be contained in the premises, except such goods as are sold in the usual course of retail trade.

10. Indemnity and Public Liability.

Landlord shall provide insurance for the building structure in itself and available for the Tenant to review upon request. Any other insurance such as liability insurance, personal property insurance, commercial insurance, flood insurance or any indemnity insurance needed by the Tenant shall be provided by the Tenant. Landlord shall not be responsible for any from all loss, liability, cost, or damages that may occur or be claimed with respect to any person or persons, corporation, property, or chattels on or about the lease premises or to the property itself, resulting from any negligent act done or negligent omission by the other party, their agents, employees, invitees, and any and all loss, costs, liability or expense resulting there from; and at all times to maintain said premises in a safe and careful manner. The Tenant agrees to maintain at all times during the term of this lease, comprehensive public liability insurance in a responsible insurance company licensed to do business in the State of Kansas in which the premises are located properly protecting and indemnifying in an amount of not less than One Million Dollars (1,000,000) for injury or death and property damage arising out of any one occurrence. Tenant shall furnish the Landlord with a Certificate or Certificates of Insurance, a cover sheet, or other proof of insurance so maintained. Each further agrees to indemnify and hold the other harmless for Landlord's alleged violations of any ordinance, law, or statute enacted by City, state or federal government for the protection of the interests of any third parties, including but not limited to the Americans with Disabilities Act, OSHA regulations, zoning ordinances, and applicable environmental laws; in any way related to the conduct of Landlord' s business and use or ownership of the lease premise.

11. Signs.

Tenant may install exterior signs on the property so long as the signs comply with all city, state, and federal laws and are not considered obscene or offensive in nature. Before installing any

Tenant initials

new signs on the property, Tenant shall submit to the Landlord a photo or design of the sign for approval to install. Approval may be made by the City Administrator or City Council.

12. Acceptance, Maintenance, and Repair by Landlord.

Tenant has inspected and knows the condition of the premises and accepts the same in their present condition. Tenant shall take good care of the premises and equipment and fixtures therein and shall keep the same in good working order and condition, including fixtures and appliances, and shall keep the premises in reasonable condition, normal wear and tear is acceptable. Property shall be clear of clutter, trash, debris, and nuisances per the City Code. Tenant is responsible for cleaning and maintaining used outdoor patio space, sidewalk area, and any parking spaces/lots used by the Tenant of clutter, trash, debris, and nuisances. At the expiration of the term, provided the lease agreement is not renewed, Tenant shall surrender the premises, broom clean, equipment and fixtures in as good condition as the reasonable use thereof will permit. All damage or injury to the lease premises not caused by fire or other casualty as set forth herein, and in excess of reasonable wear and tear, shall be promptly repaired by the Tenant. Any Buildout requested by the Tenant must be approved by City Council in advance and costs associated with the Buildout shall be the responsibility of the Tenant including but not limited to labor, material, permits, and other associated costs. Repairs made must comply with City and State laws including pulling permits as required by law. Tenant shall also provide information of service providers completing the repairs to the Landlord. Tenant must use building codes as authorized by State Law that are applicable at the time of alteration or improvements. Tenant must use licensed contractor approved by City Administrator or City Council.

Failing to make repairs, providing proper notice of major repairs, or providing routing maintenance to the property shall subject the Tenant to default provisions within this lease. Tenant may be given a thirty-day notice to vacate unless the Tenant shows proof of substantial compliance in completing the repairs or maintenance within fifteen-days of the notice. Should Tenant not have substantial compliance within fifteen (15) days of the written notice, Tenant shall vacate the premises before the end of the month or the Landlord may seek any and all legal remedies and damages as provided by Kansas State Law.

13. Major Repair Payments

Major repairs refer to repairs that are necessary to ensure the continued usability of the property such as fixing structural issues, electrical issues, HVAC (Heating, Ventilation, and Air Conditioning), hot water, and any other definition as provided by Kansas State Law.

Landlord agrees to provide full payment and repairs due to normal wear/tear to the following: the roof, exterior walls, foundation, and XXXX INSERT ANY OTHER REPAIRS WE WILL MAKE IN FULL XXX.

Tenant initials

As for all other major repairs, provided that the Tenant follows provisions within this lease and is not in default, the Landlord and Tenant shall both be responsible for costs as outlined within this lease. For any major repairs, Tenant must notify Landlord by contacting the City Administrator immediately before any major repairs are started on the property. If necessary, Tenant must additionally take affirmative steps to mitigate or prevent additional damage before undertaking any major repairs. Tenant shall be responsible for paying at least [INSERT AMOUNT—RECOMMENDED ONE MONTH’S BASE RENT FOR ESTABLISHED TENANTS] with the Landlord paying for the remainder of the major repair. Tenant shall pay the Major Repair Payment by including it with the Monthly base rent and property rent payment on the 1st of the Month following thirty days after receiving the bill for the repair, estimate for the repair, or request from the City Administrator, whichever is sooner.

The City must select and authorize the provider completing the major repairs or the Tenant shall be solely responsible for all repairs made by the unauthorized provider. Failing to allow the City to select and authorize the provider completing the major repairs may also subject the Tenant to default provisions as outlined in this lease.

Major repairs includes repairs and replacement needed due to normal wear-and-tear and/or Acts of God. All other repairs or conditions outside of the Landlord’s control, are solely the responsibility of the Tenant. Tenant shall be responsible for any repairs or replacement needed due to negligent, criminal, or intentional acts causing damage to the roof, exterior walls, foundation, mechanics, electrical, or plumbing. Landlord shall not be responsible for repairs relating to flooding unless it is an Act-of-God. Landlord shall not be responsible for cosmetic upgrades. Failing to notify the Landlord of a major repair before repair was started shall result in Tenant being solely responsible for the costs of that major repair.

Making any major repairs without pulling proper permits, following City Codes, and State law shall result in Tenant being solely responsible for those repairs and shall also result in the Tenant being in default per provisions within this lease as outlined below.

14. Landlord's Right of Entry.

Landlord or Landlord’s agent may enter the premises during Tenant’s regular business hours to examine the same and do anything Landlord may be required to do hereunder after twenty-four hour written notice to the Tenant, except that in the event of an emergency which may cause immediate damage to the premises, Landlord may have immediate access to the lease premises. It is expressly agreed that Landlord shall have keys to the lease premises. Failure to provide the Landlord with keys shall be considered a material breach and subject the Tenant to default per provisions as outlined in this lease.

15. Damage by Casualty.

Tenant initials

In case during the term created or extensions thereto, the premises hereby let or the building of which said premises are part, shall be destroyed or shall be so damaged by fire, natural disaster, or other casualty, as to become un-Tenantable, then in such event, City Council may elect to terminate the lease with the lease shall becoming null and void from the date of such damage or destruction and the Tenant shall immediately surrender said premises and all interest therein to Landlord, and Tenant shall pay rent within said term only to the time of such surrender. If the City Council is unable to meet within ten (10) calendar days of the event of a fire, natural disaster, or other casualty that damages the building to where it becomes un-Tenantable, the City Administrator or the Mayor may give written notice to the Tenant.

Should Landlord fail to provide written notice, this lease shall continue in full force and effect, and the Tenant shall repair the leased premises with all reasonable diligence, placing the same in as good condition as they were at the time of the damage or destruction, and for that purpose may enter said premises and rent shall abate in proportion to the extent and duration of the un-Tenantability of the lease premises. Landlord may elect to choose the vendor making the repairs and Tenant must supply vendor information and plans regarding repairs as requested. In either event, Tenant shall remove all rubbish, debris, and other of their personal property within five (5) days after the request of the Landlord. If the lease premises shall be but slightly injured by fire or the occupancy, then the Tenant shall repair the same with all reasonable diligence and in that case, the rent shall be abated at the discretion of the Landlord based on the costs and time to make minor repairs. Estimate and receipts regarding costs of minor repairs must be provided to the Landlord within 5 business days of receipt by Tenant and Tenant must receive written confirmation by Landlord of any rent abatement agreed upon. No compensation or claims shall be made by or allowed by the Tenant by reason of any inconvenience or annoyance arising from the necessity of repairing any portion of the building or lease premises, however the necessity may occur. Any and all repairs or structural changes must have permits and follow all laws of the city and State.

16. Personal Property.

Landlord shall not be liable for any loss or damage to any stored material or any personal property in or about the premises unless caused by the direct negligence or willful misconduct of the Tenant, the Landlord, their agents and employees. Tenant should consider purchasing their own insurance policy for this purpose.

17. Abandoned Property

Any personal property, inventory, or equipment on the premises must be removed by the Tenant before the lease terminates if there is no renewal or that property shall be considered abandoned. The Landlord is not responsible for any lost, stolen, or damaged property or equipment left in the building after the lease terminates. The Landlord may dispose of any property, inventory, or equipment abandoned by the Tenant. The Landlord may charge the Tenant a reasonable fee

Tenant initials

should abandoned property take longer than one hour to remove. Reasonable fee shall include hourly wages of the city employee(s) needed to remove the property plus the cost of any materials needed to remove the abandoned property.

18. Alterations and Improvements.

All alterations and improvements shall require the prior written consent of the Landlord and shall be removed, at the option of the Landlord, within thirty (30) days after the termination of the tenancy. Failure to remove alterations within 30 days of the Landlord's request may result in the Landlord requesting reimbursement for costs associated with the Landlord removing the alteration including cost of labor, materials, permits, and any other reasonable costs and fees. Tenant must abide by all laws, rules, and regulations of the City of Baldwin and State of Kansas including paying any applicable licenses or permits to complete alterations or improvements. Tenant must use building codes authorized by State law that are applicable at the time of alteration or improvements. Tenant must use licensed contractor approved by City Administrator or City Council.

19. Public Requirements.

Both parties hereto shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the premises or the proposed use thereof, and save the other party harmless from expense or damage resulting from failure to do so. Landlord shall warrant that the lease premises comply with all laws, ordinances, and lawful orders relating to the storage of their materials as of the date of tenancy and shall save Landlord harmless from expense or damage resulting from failure to do so.

20. Illegal Activities

The Tenant, their Guests, and any other Occupant shall not engage in any illegal activities anywhere on the Property, including, but not limited to, the manufacture, sale, distribution, use, or possession of illegal substances, theft, and violent behavior. Tenant agrees to address any illegal activity on the property immediately and without notice from the Landlord up to and including refusing service to guests engaging in illegal activities and filing police reports as appropriate. Any violation of this clause may constitute a material breach of this Agreement and grounds for immediate termination of tenancy and eviction. Additionally, the Tenant shall be held liable for any damages resulting from such illegal activities, including, but not limited to, repairs, legal fees, loss of rent, and any other expenses incurred by the Landlord due to the Tenant's illegal activities. Failure to timely address illegal activities may result in Tenant being in default of the lease.

21. Fixtures.

Tenant initials

A fixture is any physical property that is permanently attached to the land or building including equipment such as built-in equipment (stoves, faucets, fans, etc.), attachments, or any other item that would cause damage to the property if removed. All Landlord-approved building repairs, alterations, additions, improvements, installations, and fixtures installed or erected by the Tenant shall belong to the Landlord and remain on and be surrendered with the premises as a part thereof, at the expiration of this lease or any extension thereof, or shall, at the option of the Landlord, be removed at Tenant's expense within thirty (30) days after the termination of the tenancy. Should the Landlord consent to removing a fixture, failure to remove any fixtures by consent within thirty (30) days after termination of the tenancy may result in Tenant being responsible for any fees or costs associated with removing the fixture including reasonable costs of labor and supplies.

22. Eminent Domain.

If the premises or any substantial part thereof shall be taken by any competent authority under the power of eminent domain or be acquired for any public or quasi-public use or purpose, the term of the lease shall cease and terminate upon the date when the possession of said premises or any part thereof so taken shall be required for such use or purpose and without apportionment of the award, and Landlord shall have no claim against the Tenant for the value of any unexpired term of this lease. If any condemnation proceedings shall be instituted in which it is sought to take or damage any part of Landlord's building or the land under it, or if the grade of any street or alley adjacent to the premises is changed by any competent authority and such change of grade makes it necessary or desirable to remodel the building to conform to the changed grade, Landlord shall have the right to cancel this lease after having given written notice of cancellation to Tenant not less than ninety (90) days prior to the date of cancellation designated in the notice. In either of said events, rent at the then current rate shall be apportioned as of the date of the termination. No money or other consideration shall be payable by the Landlord to the Tenant for the right of cancellation and the Tenant shall have no right to share in the condemnation award or in any judgment for damages caused by the taking or the change of grade. Nothing in this paragraph shall preclude an award being made to Landlord for loss of business or depreciation to and cost of removal of equipment or fixtures.

23. Waiver of Subrogation.

Tenant and Landlord waive all rights each against the other, for damages caused by fire or other perils covered by insurance where such damages are sustained in connection with Landlord's occupancy of the leased premises. This waiver shall be in effect only so long as the applicable insurance policy or policies contain a clause to the effect that this release shall not affect the right of the insured to recover under such policies. Such clauses shall, whenever reasonably possible, be obtained by Tenant and Landlord in the acquisition of insurance policies under this Lease.

24. Default.

Tenant initials

If the Tenant is in default for failure to make payments as outlined above or if the Tenant is in default of any non-compliance with the lease, the Tenant shall be found in default and the Landlord may terminate the lease. Landlord shall give the Tenant written notice to remedy the default or the Tenant must vacate the premises within thirty (30) days. Failure to remedy the defect and/or failure to vacate the premises before the notice expires shall result in the Landlord seeking remedies as outlined by Chapter 58, Article 25 of the Kansas Statutes Annotated.

Per K.S.A. 58-25,120, for any material noncompliance by the tenant with the rental agreement materially affecting the health and safety, the Landlord may deliver written notice to the Tenant specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than thirty (30) days after receipt of the notice if the breach is not remedied in fourteen (14) days. The rental agreement shall terminate as provided in the notice, except that, if the breach is remediable by the repair or payment of damages or otherwise, and the Tenant initiates a good faith effort to remedy the breach prior to the date specified in the notice, the rental agreement will not terminate. Should the Tenant fail to remedy the breach, the Tenant shall vacate the premises before the notice expires.

However, in the event that if the same or similar breach occurs after the fourteen-day period provided herein, the Landlord may deliver a written notice to the Tenant that the rental agreement will terminate upon a date not less than thirty (30) days after receipt of the notice without providing the opportunity to remedy the breach. The rental agreement shall then terminate as provided in such notice and the Tenant must vacate the premises before expiration of the thirty-day notice.

For any breach of the contract including failure to pay rent, the Landlord may recover damages and obtain injunctive relief for any material noncompliance by the tenant with the rental agreement as allowed by Kansas State Law.

25. Early termination

Tenant may request for early termination for any reason provided that the request for early termination is a written request made 180 days in advance. Tenant shall be responsible for continuing making rental payments through the 180-day period but no further payments shall be required past the 180-day mark. Tenant must give proper written notice as provided below in the Notice section of this lease.

26. Force Majeure.

Landlord shall be excused for the period of any delay in the performance of any obligations of this lease when prevented from doing so by cause or causes beyond Landlord's control, which shall include, without limitation, all labor disputes, civil commotion, war, war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental l regulations

or controls, fire or other casualty, inability to obtain any material, services, or financing, or acts of God.

27. Notices.

Any notice hereunder shall be sufficient if sent by certified mail with return receipt, addressed to the Landlord at their offices or to the Tenant at their offices. By signing below, both parties agree that notice is allowed as outlined by Kansas State Law, Chapter 58, Article 25.

By signing below, the Business agrees that service may be tendered to the owner, [insert owner name] as agent for the business. Notice to [INSERT BUSINESS NAME] shall be delivered to either [INSERT BUSINESS NAME AND ADDRESS] or [INSERT BUSINESS OWNER'S NAME AND CONTACT INFORMATION]. Should the Landlord be unable to locate the business owner, the Landlord may post the written notice on the door of the business.

Notice to the Landlord may be provided in writing via certified letter or email with receipt confirmation to the City Administrator for the City of Baldwin City. Should the City Administrator position be vacant, the Tenant may provide notice to either the Finance Committee Chair or the Mayor. By approving this lease, the City Council authorizes the City Administrator to send notices on behalf of the City of Baldwin City should the Tenant be in any violation of this lease provision. City Council, through a majority vote at any subsequent meeting, may also override the City Administrator's findings and withdraw the notice before the expiration date of the written notice. City Council, through a majority vote at any subsequent meeting, may also override the City Administrator's findings or recommendations and request that a written notice to terminate the lease be sent to the Tenant of any violations

The City shall provide Tenant notice of any intent to sell the building. Tenant must follow City Code, rules, and regulations to bid on the property as outlined by law.

28. Assignment and Subletting.

Tenant may not sublet or reassign the lease.

****Language for Economic Development Building ONLY: The City of Baldwin City (Landlord) consents to the Economic Development Corporation (Tenant) having the right to sublease the leased premises in whole or in part to any person, firm, or corporation ("Sublessee") subject to the terms of this lease and any applicable laws. All sublease termination dates will always be earlier than the termination date of the principal contract between the Tenant and the Landlord. The Tenant shall remain liable for the subleased building or portion of the building as if the building was being used by the Tenant alone. Sublessees shall not have the right to sublet or reassign the lease.**

29. Successors.

Tenant initials

The provisions, covenants, and conditions of this lease shall bind and inure to the benefit of the legal representatives, heirs, successors and assigns of each of the parties hereto, except that no assignment or subletting by the Tenant without the written consent of the Landlord, shall vest any right in the assignee or subleases of the Landlord. Should the business owner choose to sell the business, the Landlord may choose to find the lease in default per provisions above or the Landlord may request the new business owner to sign a new lease.

30. Severability and Construction

If any part of this lease is determined to be void or invalid, the remainder of this lease shall continue in full force and effect. Additionally, any typos or formatting errors in this lease do not render it invalid.

Except as provided within this lease, terms and definitions not defined within the lease shall be interpreted per Kansas State Law.

Headings and Titles are for reference only.

IN WITNESS WHEREOF the parties have hereunto set their hand and seal

Signed on _____, 2026.

Landlord

Tenant

City Administrator for the City of Baldwin

[INSERT BUSINESS OWNER NAME]

By:

By:

This Section Intentionally Left Blank

Tenant initials

ORDINANCE NO. 1536

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT FOR THE ESTABLISHMENT OF A MOBILE HOME PARK ALL WITHIN THE CORPORATE LIMITS OF THE CITY OF BALDWIN CITY, KANSAS.

WHEREAS, application has been made by CVO LLC (Chad Oswald), requesting a Conditional Use Permit to allow the establishment of a Mobile Home Park located on the property at 219 Baker Street, City of Baldwin City, Kansas; and

WHEREAS, the Baldwin City Planning Commission conducted a public hearing following published notification in accordance with K.S.A. 12-741, et seq., as amended, on April 14, 2026; and

WHEREAS, the Baldwin City Planning Commission has recommended that the City Council of the City of Baldwin City, Kansas, approve the Conditional Use Permit to allow the establishment of a Mobile Home Park on the property at 219 Baker Street, Baldwin City, Kansas, be approved subject to certain conditions;

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF BALDWIN CITY, KANSAS, THAT:

SECTION 1. SUBJECT REAL ESTATE. The following described real estate (the “Subject Real Estate”) is hereby generally described as Lots 34, 36, 38, 40, 42, and 44 on Baker Street in the City of Baldwin City, Douglas County, Kansas.

SECTION 2. CONDITIONAL USE PERMIT. A Conditional Use Permit (“CUP”) for the Subject Real Estate is hereby approved in accordance with the CUP application.

SECTION 3. CONDITIONAL USE PERMIT. The CUP is and shall be expressly subject to the following conditions of approval.

1. Strict compliance with all applicable zoning and use regulations not modified by the CUP.
2. Any failure to comply with the CUP or other applicable zoning and use regulations following notice from the City specifying such failure of compliance shall result in revocation of the CUP and all uses permitted by the CUP shall cease immediately.

SECTION 4. EFFECTIVE DATE OF ORDINANCE. This Ordinance shall take effect on its passage and upon its publication as required by law.

Passed by the City Council this _____ day of _____, 2026

Gerald Cullumber, Mayor

ATTEST: _____

Amara Packard, City Clerk

(Approved as to Form):

Jessica Wortham, City Attorney

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BALDWIN CITY, KANSAS
HELD ON MAY 5, 2026**

The governing body met in regular session at the usual meeting place in the City, at 7:00 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 2026-A, dated May 28, 2026, of the City had been received. A tabulation of the bids is set forth as *Exhibit A* hereto.

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

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

Yea: _____

Nay: _____

There was presented a Resolution entitled:

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2026-A, OF THE CITY OF BALDWIN CITY, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

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

Yea: _____.

Nay: _____.

The Mayor declared the Resolution duly adopted and the Resolution was then duly numbered Resolution No. [____], and was signed by the Mayor and attested by the Clerk.

(Other Proceedings)

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

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 Baldwin City, 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

\$4,375,000 CITY OF BALDWIN CITY, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES

Dated: May 28, 2026
Series 2026-A

Sale Date: May 5, 2026
10:00 A.M., Central Time
Max Interest Rate: 7.383%

BIDDERS

EXHIBIT B

(BID OF PURCHASER)

RESOLUTION NO. [____]

OF

THE CITY OF BALDWIN CITY, KANSAS

ADOPTED

MAY 5, 2026

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

RESOLUTION

TABLE OF CONTENTS

ARTICLE I DEFINITIONS

Section 101. Definitions of Words and Terms.

ARTICLE II AUTHORIZATION AND DETAILS OF THE NOTES

Section 201. Authorization of the Notes.

Section 202. Description of the Notes.

Section 203. Designation of Paying Agent and Note Registrar.

Section 204. Method and Place of Payment of the Notes.

Section 205. Payments Due on Saturdays, Sundays and Holidays.

Section 206. Registration, Transfer and Exchange of Notes.

Section 207. Execution, Registration, Authentication and Delivery of Notes.

Section 208. Mutilated, Lost, Stolen or Destroyed Notes.

Section 209. Cancellation and Destruction of Notes Upon Payment.

Section 210. Book-Entry Notes; Securities Depository.

Section 211. Nonpresentment of Notes.

Section 212. Preliminary and Final Official Statement.

Section 213. Sale of the Notes.

ARTICLE III REDEMPTION OF NOTES

Section 301. Redemption by Issuer.

Section 302. Selection of Notes to be Redeemed.

Section 303. Notice and Effect of Call for Redemption.

ARTICLE IV SECURITY FOR NOTES

Section 401. Security for the Notes.

Section 402. Levy and Collection of Annual Tax.

ARTICLE V ESTABLISHMENT OF FUNDS AND ACCOUNTS

DEPOSIT AND APPLICATION OF NOTE PROCEEDS

Section 501. Creation of Funds and Accounts.

Section 502. Deposit of Note Proceeds.

Section 503. Application of Moneys in the Improvement Fund.

Section 504. Substitution of Improvements; Reallocation of Proceeds.

Section 505. Application of Moneys in Debt Service Account.

Section 506. Deposits and Investment of Moneys.

Section 507. Application of Moneys in the Costs of Issuance Account.

ARTICLE VI DEFAULT AND REMEDIES

- Section 601. Remedies.
- Section 602. Limitation on Rights of Owners.
- Section 603. Remedies Cumulative.

ARTICLE VII DEFEASANCE

- Section 701. Defeasance.

ARTICLE VIII TAX COVENANTS

- Section 801. General Covenants.
- Section 802. Survival of Covenants.

ARTICLE IX CONTINUING DISCLOSURE REQUIREMENTS

- Section 901. Disclosure Requirements.
- Section 902. Failure to Comply with Continuing Disclosure Requirements.

ARTICLE X MISCELLANEOUS PROVISIONS

- Section 1001. Annual Audit.
- Section 1002. Amendments.
- Section 1003. Notices, Consents and Other Instruments by Owners.
- Section 1004. Notices.
- Section 1005. Electronic Transactions.
- Section 1006. Further Authority.
- Section 1007. Severability.
- Section 1008. Governing Law.
- Section 1009. Effective Date.

EXHIBIT A – FORM OF NOTES

A-1

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

RESOLUTION NO. [____]

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2026-A, OF THE CITY OF BALDWIN CITY, 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 Baldwin City, Kansas (the “Issuer”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

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

<u>Project Description</u>	<u>Res. No.</u>	<u>Authority (K.S.A.)</u>	<u>Authorized Amount</u>
U.S. 56 pedestrian crossing improvements, U.S. 56 Corridor Management Project improvements, Maple Leaf Trail Phase 2 improvements, completion of police department building improvements, completion of Elm Street improvements, and Community Center improvements	2026-01	Charter Ordinance No. 19 of the Issuer	\$4,505,575

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

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

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

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

WHEREAS, the governing body of the Issuer hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Notes in the principal amount of \$4,375,000 to pay costs of the Improvements.

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

ARTICLE I

DEFINITIONS

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. 12-101 *et seq.* and Charter Ordinance No. 19 of the Issuer, 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 Baldwin City, 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 2026-A created pursuant to *Section 501* hereof.

“Dated Date” means May 28, 2026.

“Debt Service Account” means the Debt Service Account for General Obligation Temporary Notes, Series 2026-A (within the Bond and Interest Fund) created pursuant to *Section 501* hereof.

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

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

“Defeasance Obligations” means any of the following obligations:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Fitch” means Fitch Ratings, 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, “Fitch” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Notes” means the General Obligation Temporary Notes, Series 2026-A, 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:

803 8th Street
Baldwin City, Kansas 66006
Fax: (785) 594-6586

(b) To the Paying Agent at:

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

(c) To the Purchaser:

Loop Capital Markets
Wall Street Plaza
88 Pine Street, 25th Floor
New York, New York 10005

(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

Fitch Ratings
One State Street Plaza
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, less a discount of \$21,437.50.

“Purchaser” means Loop Capital Markets, New York, New York, the original purchaser of the Notes, and any successors and assigns.

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

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

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

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

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

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

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

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

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

“State” means the state of Kansas.

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

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

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

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

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

ARTICLE II

AUTHORIZATION AND DETAILS OF THE NOTES

Authorization of the Notes. There shall be issued and hereby are authorized and directed to be issued the General Obligation Temporary Notes, Series 2026-A, of the Issuer in the principal amount of \$4,375,000, for the purpose of providing funds to: (a) pay costs of the Improvements; (b) paying interest on the Notes during construction of the Improvements; and (c) pay Costs of Issuance.

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

Stated Maturity	Principal	Annual Rate
<u>September 1</u>	<u>Amount</u>	<u>of Interest</u>
2028	\$4,375,000	2.900%

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.*

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.

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.

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.

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.

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.

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.

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.

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.

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.

Preliminary and Final Official Statement. The Preliminary Official Statement relating to the Notes is hereby ratified and approved.

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.

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 III01. Redemption by Issuer.

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

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).

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV

SECURITY FOR NOTES

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

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

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

- (a) Improvement Fund for General Obligation Temporary Notes, Series 2026-A.
- (b) Debt Service Account for General Obligation Temporary Notes, Series 2026-A.
- (c) Costs of Issuance Account for General Obligation Temporary Notes, Series 2026-A.

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.

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) All accrued interest and excess proceeds, if any, received from the sale of the Notes shall be deposited in the Debt Service Account.

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

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

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

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 Mayor (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 Mayor (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 V04. Substitution of Improvements; Reallocation of Proceeds.

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

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

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.

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

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

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

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.

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.

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

DEFESANCE

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

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.

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

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.

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

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.

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.

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.

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.

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.

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.

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.

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

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.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the Issuer on May 5, 2026.

(SEAL)

Mayor

ATTEST:

Clerk

CERTIFICATE

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

DATED: May 5, 2026.

Clerk

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

**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 DOUGLAS
CITY OF BALDWIN CITY
GENERAL OBLIGATION TEMPORARY NOTE
SERIES 2026-A**

**Interest
Rate:**

**Maturity
Date:**

**Dated
Date: May 28, 2026**

CUSIP:

REGISTERED OWNER:

PRINCIPAL AMOUNT:

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

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

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

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

Authorization of Notes. This Note is one of an authorized series of Notes of the Issuer designated “General Obligation Temporary Notes, Series 2026-A,” aggregating the principal amount of \$4,375,000 (the “Notes”) issued for the purposes set forth in the Resolution of the Issuer authorizing the issuance of the Notes (the “Note Resolution”). The Notes are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 10-123 and Charter Ordinance No. 19 of the Issuer, as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

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

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

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

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: _____
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

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

Registration Date: May 28, 2026

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

By: _____

Registration Number: _____

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 DOUGLAS)

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

WITNESS my hand and official seal.

(Facsimile Seal)

(facsimile)
Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

STEVEN JOHNSON, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Note has been filed in the office of the State Treasurer, and that this Note was registered in such office according to law on May 28, 2026.

WITNESS my hand and official seal.

(Facsimile Seal)

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

TRANSCRIPT OF PROCEEDINGS

AUTHORIZING THE ISSUANCE

OF

\$4,375,000

CITY OF BALDWIN CITY, KANSAS

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

DATED MAY 28, 2026

Legal Opinion

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

\$4,375,000
CITY OF BALDWIN CITY, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2026-A
DATED MAY 28, 2026

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 Baldwin City, Kansas (the “Issuer”)
2. Ryan Peck, Esq., Wichita, Kansas (“Issuer's Counsel”)
3. Attorney General of the State of Kansas
4. State Treasurer, Topeka, Kansas (the “Paying Agent”)
5. Loop Capital Markets, New York, New York (the “Original Purchaser”)
6. Baker Tilly Municipal Advisors, Overland Park, Kansas (the “Municipal Advisor”)
7. Gilmore & Bell, P.C., Wichita, Kansas (“Bond Counsel”)

Document
Number

PROCEEDINGS AUTHORIZING THE IMPROVEMENTS

1. **Street, Sidewalk, Recreation and Public Building Improvements**
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 2026-01
 - Resolution No. 2026-01 authorizing street, sidewalk, recreation and public building improvements
2. **Charter Ordinance No. 19**
 - Excerpt of Minutes of the governing body meeting evidencing passage of Charter Ordinance No. 19
 - Charter Ordinance No. 19 (with evidence of filing with Secretary of State)
 - Affidavit of Publication of Charter Ordinance No. 19
 - Certificate of No Protest

PROCEEDINGS AUTHORIZING THE SALE

AND ISSUANCE OF THE NOTES

3. Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 2026-02
4. Resolution No. 2026-02 authorizing the offering for sale of the Notes
5. Notice of Note Sale, Preliminary Official Statement and Certificate Deeming Preliminary Official Statement Final
6. Official Statement
7. Continuing Disclosure Undertaking
8. 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. []
9. Resolution No. [] authorizing the issuance of the Notes and prescribing the form and details of the Notes

CLOSING DOCUMENTS

10. Transcript Certificate
Exhibit A – Statement of Costs
Exhibit B – Schedule of Outstanding General Obligation Indebtedness
11. Uniform Facsimile of Signature Certificates
12. Authorization of State Treasurer to use facsimile signature and seal
13. Specimen Note and Printer's Certificate
14. Agreement Between Issuer and Agent
15. DTC Blanket Letter of Representations
16. Closing Certificate
17. 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
Exhibit F – Sample Final Written Allocation
Schedule 1 – Debt Service Schedule & Proof of Yield

LEGAL OPINIONS

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

MISCELLANEOUS DOCUMENTS

- 20. Closing Letter

* * * * *

TRANSCRIPT CERTIFICATE

\$4,375,000
CITY OF BALDWIN CITY, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2026-A
DATED MAY 28, 2026

The undersigned Mayor and Clerk of the City of Baldwin City, 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 May 5, 2026, 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 third 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 Maple* was the official newspaper of the Issuer at all times during other Bond proceedings in this Transcript.

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
Gerald Cullumber	Mayor	01/2026 to 01/2030
Julie Constantinescu	Councilmember	01/2019 to 01/2028
Scott Lauridsen	Councilmember/President	01/2020 to 01/2028
Jay King	Councilmember	01/2026 to 01/2030
Peter Wentz	Councilmember	01/2026 to 01/2030
Cory Venable	Councilmember	01/2020 to 01/2028
Amara Packard	Clerk	N/A

Russ Harding	City Administrator	N/A
--------------	--------------------	-----

Charter Ordinance No. 19

Name	Title	Term of Office
Gary L. Walbridge	Mayor	05/2005 to 05/2009
Ted Brecheisen	Councilmember	05/1999 to 05/2011
Anthony Brown	Councilmember	02/2004 to 05/2011
Amy Cleavinger	Councilmember	12/2002 to 05/2009
Doyle Jardon	Councilmember	05/2005 to 05/2009
Ken Wagner	Councilmember	05/2007 to 05/2011
Darcy Higgins	Clerk	06/2007 to 01/2013
Peggy Nichols	Clerk	11/1998 to 06/2007
Nancy Brown	Treasurer	N/A

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

8. Authorization and Purpose of the Notes. The Notes are being issued pursuant to Resolution No. [] (the "Note Resolution") of the Issuer pursuant to K.S.A. 10-123 for the purpose of paying costs of issuance and paying costs of certain internal improvements (the "Improvements") and paying interest on the Notes during construction of the Improvements. The Improvements have been authorized by the governing body of the Issuer pursuant to K.S.A. 12-101 *et seq.* and Charter Ordinance No. 19 of the Issuer, all as amended, and all other applicable provisions of the laws of the State of Kansas.

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

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

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

10. Valuation. The total assessed valuation of the taxable tangible property within the Issuer for the year 2025, is as follows:

Equalized Assessed Valuation of Taxable Tangible Property	\$57,707,951
Tangible Valuation of Motor Vehicles	<u>5,602,686</u>
Equalized Assessed Tangible Valuation for Computation of Bonded Debt Limitations	\$63,310,637

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.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

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 2026-A, Dated May 28, 2026, of the City of Baldwin City, Kansas

Sources of Funds:	
Principal Amount of the Notes	\$4,375,000.00
Original Issue Discount	<u>-16,406.25</u>
Total	<u>\$4,358,593.75</u>
Uses of Funds:	
Deposit to Improvement Fund - Improvements	\$4,074,712.00
Deposit to Improvement Fund - Capitalized Interest	223,088.54
Deposit to Costs of Issuance Account	55,761.96
Underwriter's Discount	<u>5,031.25</u>
Total	<u>\$4,358,593.75</u>

EXHIBIT B

CITY OF BALDWIN CITY, KANSAS

**SCHEDULE OF OUTSTANDING GENERAL OBLIGATION INDEBTEDNESS
(as of May 28, 2026)**

GENERAL OBLIGATION BONDS

Description of Indebtedness	Dated Date	Final Maturity	Original Principal Amount	Amount Outstanding	Exempt From Debt Limit
General Obligation Refunding and Improvement Bonds, Series 2013A	03/19/2013	09/01/2033	\$7,165,000	\$1,740,000	\$455,706 (26.19%)
General Obligation Electric Utility Refunding Bonds, Series 2014	08/01/2014	11/01/2026	5,890,000	370,000	370,000 (100%)
General Obligation Refunding and Improvement Bonds, Series 2015A	06/18/2015	09/01/2033	2,100,000	515,000	268,573 (52.15%)
General Obligation Bonds, Series 2015-B	12/10/2015	09/01/2035	3,155,000	1,780,000	1,780,000 (100%)
General Obligation Bonds, Series 2018-A	12/04/2018	09/01/2038	3,915,000	2,430,000	0.00 (0%)
General Obligation Bonds, Series 2021-A	02/25/2021	09/01/2040	3,075,000	2,875,000	0.00 (0%)
General Obligation Bonds, Series 2023	06/01/2023	09/01/2042	4,020,000	4,020,000	4,020,000 (100.00%)
General Obligation Bonds, Series 2024-A	02/28/2024	09/01/2043	2,370,000	<u>2,290,000</u>	<u>0.00</u> (0.00%)
	Total			\$16,020,000	\$6,894,279

TEMPORARY NOTES

Description of Indebtedness	Dated Date	Final Maturity	Original Principal Amount	Amount Outstanding	Exempt From Debt Limit
General Obligation Temporary Notes, Series 2026-A*	05/28/2026	09/01/2028	\$4,375,000	<u>\$4,375,000</u>	<u>\$0.00</u> (0.00%)
	Total			\$4,375,000	\$ 0.00

*This issue

AGREEMENT BETWEEN ISSUER AND AGENT

\$4,375,000
CITY OF BALDWIN CITY, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2026-A
DATED MAY 28, 2026

THIS AGREEMENT, dated as of May 28, 2026, between the City of Baldwin City, 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 equaling 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.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

CITY OF BALDWIN CITY, KANSAS

(SEAL)

By _____
Mayor

ATTEST:

By _____
Clerk

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

(SEAL)

By _____
Title _____

ATTACHMENT "A"

SAMPLE

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

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

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

**\$4,375,000
CITY OF BALDWIN CITY, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2026-A
DATED MAY 28, 2026**

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 May 28, 2026 (the “Closing Date”), the City of Baldwin City, Kansas (the “Issuer”), and the Treasurer of the State of Kansas (the “Agent”) hereby agree to place the entire principal amount of the Notes, in the custody, control and possession of DTC at least one day prior to the Closing Date. The Issuer further agrees that by copy of this letter appropriately executed, it will notify DTC to follow the instructions of Loop Capital Markets, New York, New York, 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: Amara Packard, 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.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

CITY OF BALDWIN CITY, KANSAS

Dated: May 5, 2026

By: _____
Clerk

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

Dated: _____

By: _____
Title: _____

DEPOSITORY TRUST COMPANY

Dated: _____

By: _____
Title: _____

CLOSING CERTIFICATE

\$4,375,000
CITY OF BALDWIN CITY, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2026-A
DATED MAY 28, 2026

The undersigned Mayor and Clerk of the City of Baldwin City, Kansas (the “Issuer”), make this Certificate for inclusion in the transcript of and as a part of the proceedings authorizing and providing for the issuance of the above described notes (the “Notes”); and certify as of May 28, 2026 (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 May 5, 2026 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. 12-101 *et seq.*, and Charter Ordinance No. 19 of the Issuer, all as amended, and Resolution No. [____] of the Issuer duly adopted by the governing body of the Issuer on May 5, 2026 (the “Note Resolution”) for the purpose of paying costs of issuance, paying costs of certain internal improvements (the “Improvements”), and paying interest on the Notes during construction of the Improvements.

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

5. Sale of Notes. The Notes have been sold at rates not in excess of the limitations set forth in K.S.A. 10-1009. The Notice of Note Sale dated April 7, 2026 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 D*, about which the Issuer expresses no opinion, is true in all material respects, and does not contain any untrue statement of a material fact or does not omit to state a material fact, necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. As of this date there has been no material adverse change in the financial condition or the financial affairs of the Issuer since the date of the Official Statement. No other event has occurred which is necessary to be disclosed in the Official Statement in order to make the statements therein not misleading in any material respect as of the date of this Certificate. The Issuer has previously caused to be delivered to the Purchaser copies of the Official Statement.

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

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

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

WITNESS our signatures and the seal of the Issuer.

(SEAL)

Mayor

Clerk

[FORM OF BOND COUNSEL OPINION]

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

[May 28, 2026]

Governing Body
City of Baldwin City, Kansas

Loop Capital Markets
New York, New York

Re: \$4,375,000 General Obligation Temporary Notes, Series 2026-A, of the City of
Baldwin City, Kansas, Dated May 28, 2026

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

Regarding questions of fact material to the opinions below, we have relied on the representations of the Issuer, on the certified proceedings and other certifications of representatives of the Issuer and the certifications of others furnished to us without undertaking to verify them by independent investigation.

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

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

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

3. The interest on the Notes (including any original issue discount properly allocable to an owner of a Note) is: (a) excludable from gross income for federal income tax purposes; and (b) not an item of tax preference for purposes of computing the federal alternative minimum tax. The opinions set forth in this paragraph are subject to the condition that the Issuer complies with all requirements of the Internal Revenue Code of 1986, as amended (the “Code”) that must be satisfied subsequent to the issuance of the Notes in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with all of these requirements. Failure to comply with certain of these requirements may cause the interest on the Notes to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Notes. The Notes 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.

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

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

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

GILMORE & BELL, P.C.

CONTINUING DISCLOSURE UNDERTAKING

DATED AS OF MAY 28, 2026

BY

CITY OF BALDWIN CITY, KANSAS

\$4,375,000
GENERAL OBLIGATION TEMPORARY
NOTES
SERIES 2026-A

DATED MAY 28, 2026

CONTINUING DISCLOSURE UNDERTAKING

This **CONTINUING DISCLOSURE UNDERTAKING** dated as of May 28, 2026 (the “Continuing Disclosure Undertaking”), is executed and delivered by **THE CITY OF BALDWIN CITY, 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 Temporary Notes, Series 2026-A (the “Notes”), pursuant to a Resolution adopted by the governing body of the Issuer (the “Note Resolution”).

2. The Issuer is entering into this Continuing Disclosure Undertaking for the benefit of the Beneficial Owners of the Notes 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 Note 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 Annual Comprehensive Financial Report, if any, so long as the Annual Comprehensive 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 Notes 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 Notes (including persons holding Notes through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Notes 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 Notes required to comply with the Rule in connection with the offering of the Notes.

Section 2. Provision of Annual Reports.

(a) The Issuer shall, not later than the last day of the twelfth month after the end of the Issuer’s Fiscal Year, commencing with the year ending December 31, 2025, 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 which demonstrates compliance with the State's “cash-basis” and “budget” laws. A more detailed explanation of the accounting basis is contained in the Official Statement relating to the Notes. 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 Notes, 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 Notes, 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*, and the Annual Report deadline provided above shall automatically become the last day of the twelfth month after the end of the Issuer’s new Fiscal Year.

(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 Notes (“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 Notes, or other material events affecting the tax status of the Notes;
- (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 Notes, 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 Notes. 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 Notes, 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 Notes 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 Note Resolution or the Notes, 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 Notes, and shall create no rights in any other person or entity.

Section 10. Severability. If any provision in this Continuing Disclosure Undertaking, the Note Resolution or the Notes 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.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

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 BALDWIN CITY, KANSAS

(SEAL)

Mayor

Clerk

EXHIBIT A

**FINANCIAL INFORMATION AND OPERATING DATA
TO BE INCLUDED IN ANNUAL REPORT**

The annual budget for the Issuer and updates as of the end of the Fiscal Year of substantially all of the tabular information and data contained in those sections of the Official Statement entitled “City Property Values,” “City Indebtedness” and “City Tax Rates, Levies and Collections.”

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BALDWIN CITY, KANSAS
HELD ON MAY 5, 2026**

The governing body met in regular session at the usual meeting place in the City, at 7:00 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 2026-A, dated May 28, 2026, of the City had been received. A tabulation of the bids is set forth as *Exhibit A* hereto.

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

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

Yea: _____.

Nay: _____.

There was presented a Resolution entitled:

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2026-A, OF THE CITY OF BALDWIN CITY, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

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

Yea: _____.

Nay: _____.

The Mayor declared the Resolution duly adopted and the Resolution was then duly numbered Resolution No. [____], and was signed by the Mayor and attested by the Clerk.

(Other Proceedings)

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

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 Baldwin City, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

ADOPTED by the governing body of the Issuer on May 5, 2026.

(SEAL)

Mayor

ATTEST:

Clerk

CERTIFICATE

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

DATED: May 5, 2026.

Clerk

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

**City of Baldwin City, Kansas
~~\$4,390,000~~ \$4,375,000 General Obligation Temporary Notes, Series 2026-A**


For the aggregate principal amount of ~~\$4,390,000.00~~ \$4,375,000.00, we will pay you ~~\$4,368,489.00~~ \$4,353,562.50, 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
09/01/2028	4,390M	4,375M	2.9000	3.0720	99.625	

Total Interest Cost:	\$287,508.42	\$286,526.04
Discount:	\$21,511.00	\$21,437.50
Net Interest Cost:	\$309,019.42	\$307,963.54
TIC:	3.122410	3.122410
Total Insurance Premium:	\$0.00	
Time Last Bid Received On: 05/05/2026 9:59:46 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: Loop Capital Markets, LLC, New York, NY
 Contact: Charles Reed
 Telephone: 212-619-3045

Issuer Name:	City of Baldwin City, Kansas	Company Name:	Loop Capital Markets, LLC
Accepted By:	_____	Accepted By:	
Date:	_____	Date:	5/5/2026

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

Mayor

(SEAL)

Clerk

CITY OF BALDWIN CITY, KANSAS

(SEAL)

By _____
Mayor

ATTEST:

By _____
Clerk

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

(SEAL)

By _____
Title _____

CITY OF BALDWIN CITY, KANSAS

Dated: May 5, 2026

By: _____
Clerk

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

Dated: _____

By: _____
Title: _____

DEPOSITORY TRUST COMPANY

Dated: _____

By: _____
Title: _____

WITNESS our signatures and the seal of the Issuer.

(SEAL)

Mayor

Clerk

Certificate of Manual Signature

I, Gerald _____ Cullumber _____,
(First Name) (Middle Name) (Last Name)

acting as the Mayor _____
(Position Held)

for the City of Baldwin City, Kansas _____
(Name of the Office/Department/Board/etc.)

District Court Clerks: do hereby certify that the following is my signature to be used as a facsimile signature to be applied to records and judicial proceedings in accordance with K.S.A. 20-365.

All other positions: do hereby certify that the following is my signature that is to be used as a facsimile signature in lieu of my manual signature and that both signatures will have the same effect when executing either a public security or any instrument of payment in accordance with K.S.A. 75-4001, et seq.

The Certificate of Manual Signature is prepared and certified in accordance with K.S.A. 75-4001 through 75-4007.

Manual signature: _____

State of Kansas

County of Douglas _____

Signed and sworn to before me on _____ by Gerald Cullumber _____
(Date of Notarization) (Printed Name of Above Signer)

Notary signature _____

Notary expiration date _____

Instruction

There is no fee for this form.

Mail completed form to:

Kansas Secretary of State
Docking State Office Building
915 SW Harrison Street
Topeka, KS 66612



Request a Certificate

Provide an email address to request a free certificate.
Certificates are only available by email.

Email: cmcmillan@gilmorebell.com

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 BALDWIN CITY, KANSAS

(SEAL)

Mayor

Clerk

RESOLUTION OF SUPPORT

For a Transportation Alternatives Program Application and Maintenance Commitment

A RESOLUTION DECLARING THE ELIGIBILITY OF THE CITY OF BALDWIN CITY, KANSAS TO SUBMIT AN APPLICATION TO THE KANSAS DEPARTMENT OF TRANSPORTATION FOR USE OF TRANSPORTATION ALTERNATIVES PROGRAM FUNDS FOR THE BRICK STREET IMPROVEMENTS – PHASE 1 PROJECT IN BALDWIN CITY, KANSAS AND AUTHORIZING THE CITY ADMINISTRATOR OF BALDWIN CITY, KANSAS TO SIGN THIS APPLICATION.

Whereas, the City of Baldwin City, Kansas, has the legal authority to apply for, receive, and administer federal, state, and other monies through Home Rule Power under the Constitution of the State of Kansas and authorized by K.S.A. 12-1662, regarding the expenditure of federal aid to public agencies; and

Whereas, the City of Baldwin City, Kansas, is submitting an application to the Kansas Department of Transportation for Transportation Alternatives (TA) Program funds in the amount of \$1,980,400.00 as outlined in KDOT's Transportation Alternatives Program Guidance & Application Packet for 2025-2026; and

Whereas, the City of Baldwin City, Kansas, is participating as an eligible Project Sponsor in the Kansas Department of Transportation's TA Program; and

Whereas, Federal monies are available under a Transportation Alternatives Program, administered by the State of Kansas, Department of Transportation, for the purpose of creating and promoting the planning and development of active transportation facilities and programs in Kansas; and

Whereas, the City of Baldwin City, Kansas, agrees to pay any costs that exceed the project amount if the application is selected for funding; and

Whereas, after appropriate public input and due consideration, the Governing Body of City of Baldwin City, Kansas has recommended that an application be submitted to the State of Kansas for the Brick Street Improvements – Phase 1 project.

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

SECTION 1. That the City of Baldwin City, Kansas, does hereby authorize the Mayor of Baldwin City, Kansas to submit an application to the Kansas Department of Transportation for Transportation Alternatives Program funds on behalf of the citizens of City of Baldwin City, Kansas.

SECTION 2. That the City of Baldwin City, Kansas, hereby assures the Kansas Department of Transportation that sufficient funding for all non-reimbursable expenses,

e.g. ROW, utilities, etc. for the Brick Street Improvements – Phase 1 project is available, as the Transportation Alternatives Program is a reimbursement program.

SECTION 3. That the City of BALDWIN City, Kansas, hereby assures the Kansas Department of Transportation that sufficient funding for the operation and maintenance of the Brick Street Improvements – Phase 1 project will be available for the life of the project.

SECTION 4. That the City of Baldwin City, Kansas, hereby assures the Kansas Department of Transportation that the City of Baldwin City, Kansas, will have title or permanent easement to the Brick Street Improvements – Phase 1 project by the time of project letting, if necessary.

SECTION 5. That the City Administrator of the City of Baldwin City, Kansas, is authorized to sign the application to the Kansas Department of Transportation for Transportation Alternatives Program funds on behalf of the citizens of City of Baldwin City, Kansas. The City Administrator is also authorized to submit additional information as may be required and act as the official representative of the City of Baldwin City in this and subsequent related activities.

SECTION 6. That the City of Baldwin City, Kansas, hereby assures the Kansas Department of Transportation that the City of Baldwin City, Kansas, is willing and able to, if the Brick Street Improvements – Phase 1 project is selected for funding, administer all activities involved with the Brick Street Improvements – Phase 1 project.

ADOPTED AND PASSED by the Governing Body of the City of Baldwin City, Kansas, this _____ day of May, 2026.

Mayor of Baldwin City, Kansas

ATTEST: <Seal>