

## PRELIMINARY OFFICIAL STATEMENT DATED AUGUST 18, 2025

### NEW ISSUE

### BOOK ENTRY ONLY

*In the opinion of Gilmore & Bell, P.C., bond counsel to the Issuer, under existing law and assuming continued compliance with certain requirements of the Internal Revenue Code of 1986, as amended (the "Code"), (1) the interest on the Series 2025 Bonds [(including any original issue discount properly allocable to an owner thereof)] is excludable from gross income for federal income tax purposes and not an item of tax preference for purposes of the federal alternative minimum tax, (2) the interest on the Series 2025 Bonds is exempt from income taxation by the State of Kansas, and (3) the Series 2025 Bonds are "qualified tax exempt obligations" within the meaning of Code § 265(b)(3). See "TAX MATTERS – Opinion of Bond Counsel" herein. Bond Counsel notes that for tax years beginning after December 31, 2022, interest on the Series 2025 Bonds may be included in adjusted financial statement income of applicable corporations for purposes of determining the applicability and amount of the federal corporate alternative minimum tax. See "TAX MATTERS" in this Official Statement.*

### NOT RATED

### BANK QUALIFIED

**\$2,590,000\***

### CITY OF GARDEN PLAIN, KANSAS PUBLIC BUILDING COMMISSION REVENUE BOND ANTICIPATION BONDS, SERIES 2025

#### DATED: As of the Delivery Date shown below

**DUE: October 1, 2028**

The Revenue Bond Anticipation Bonds, Series 2025 (the "Series 2025 Bonds") will be issued by the City of Garden Plain, Kansas Public Building Commission (the "Issuer" or "PBC") as fully registered bonds, without coupons, and, when issued, will be registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository for the Series 2025 Bonds. Purchases of the Series 2025 Bonds will be made in book-entry form, in the denominations of \$5,000 or any integral multiple thereof (the "Authorized Denomination") and shall be numbered in such manner as the Bond Registrar shall determine. Purchasers will not receive certificates representing their interests in the Series 2025 Bonds purchased. So long as Cede & Co. is the registered owner of the Series 2025 Bonds, as nominee for DTC, references herein to the Bond owners or registered owners shall mean Cede & Co. as aforesaid, and shall not mean the Beneficial Owners (herein defined) of the Series 2025 Bonds. Principal will be payable upon presentation and surrender of the Series 2025 Bonds by the registered owners thereof at the office of the Treasurer of the State of Kansas, Topeka, Kansas, as paying agent and bond registrar (the "Paying Agent" and "Bond Registrar"). Interest payable on each Bond shall be paid to the persons who are the registered owners of the Series 2025 Bonds as of the close of business on the fifteenth day (whether or not a business day) of the calendar month preceding each interest payment date by check or draft of the Paying Agent mailed to such registered owner, or in the case of an interest payment to a registered owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer. So long as DTC or its nominee, Cede & Co., is the Owner of the Series 2025 Bonds, such payments will be made directly to DTC. DTC is expected, in turn, to remit such principal and interest to the DTC Participants (herein defined) for subsequent disbursement to the Beneficial Owners. Principal of the Series 2025 Bonds will be payable on October 1, 2028, and semiannual interest will be payable on April 1 and October 1, beginning on April 1, 2026 (the "Interest Payment Dates").

Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto herein or in "APPENDIX D – SUMMARY OF FINANCING DOCUMENTS."

The Series 2025 Bonds shall be special limited obligations of the Issuer payable from the proceeds of Issuer bonds issued to refund the Series 2025 Bonds, and if not so paid, solely from, and secured as to the payment of Debt Service Requirements on the Series 2025 Bonds, by a pledge of, certain property, which includes, but is not limited to, funds derived by the Issuer from the rental payments received by the Issuer under a Lease Agreement between the Issuer and the City of Garden Plain, Kansas (the "City"). THE SERIES 2025 BONDS SHALL NOT BE OR CONSTITUTE A GENERAL OBLIGATION OF THE ISSUER, NOR SHALL THEY CONSTITUTE AN INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER PROVISION, LIMITATION OR RESTRICTION. THE ISSUER HAS NO TAXING POWER. See "THE 2025 BONDS – Security for the Series 2025 Bonds". Additional Bonds may be issued by the Issuer on a parity with the Series 2025 Bonds.

#### MATURITY SCHEDULE ON INSIDE COVER PAGE\*

The Series 2025 Bonds are subject to redemption and payment prior to maturity at the option of the Issuer on or after October 1, 2026. See "THE SERIES 2025 BONDS - Redemption Provisions" herein.

The Series 2025 Bonds are offered when, as, and if, issued and delivered by the Issuer, subject to the receipt of the approval of Gilmore & Bell, P.C., Wichita, Kansas, Bond Counsel to the Issuer. It is expected that the Series 2025 Bonds will be available for delivery through the facilities of The Depository Trust Company in New York, New York, on or about September 24, 2025

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**SEALED BIDS WILL BE ACCEPTED ON BEHALF OF  
THE CITY OF GARDEN PLAIN, KANSAS PUBLIC BUILDING COMMISSION BY:  
RANSON FINANCIAL GROUP, LLC  
ON SEPTEMBER 3, 2025 UNTIL 11:00 A.M. C.T.  
AT 200 W. DOUGLAS, SUITE 110  
WICHITA, KANSAS 67202  
VOICE (316) 264-3400 FAX (316) 265-5403**

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THE COVER PAGE CONTAINS CERTAIN INFORMATION FOR QUICK REFERENCE ONLY. THE COVER PAGE IS NOT A SUMMARY OF THIS ISSUE. INVESTORS MUST READ THE ENTIRE PRELIMINARY OFFICIAL STATEMENT, INCLUDING ALL APPENDICES ATTACHED HERETO TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION. "APPENDIX E - SUMMARY OF FINANCING DOCUMENTS" CONTAINS DEFINITIONS USED IN THIS PRELIMINARY OFFICIAL STATEMENT.

\*Subject to change.

**\$2,590,000\***  
**CITY OF GARDEN PLAIN, KANSAS PUBLIC BUILDING COMMISSION**  
**REVENUE BOND ANTICIPATION BONDS, SERIES 2025**

**MATURITY SCHEDULE\***

<b><u>Stated</u></b> <b><u>Maturity</u></b> <b><u>October 1</u></b>	<b><u>Principal</u></b> <b><u>Amount*</u></b>	<b><u>Annual</u></b> <b><u>Rate of</u></b> <b><u>Interest</u></b>	<b><u>Yield</u></b>	<b>CUSIP<sup>(1)</sup></b> <b><u>Base:</u></b>
2028	\$2,590,000	____%	____%	

(all plus accrued interest, if any)

*<sup>(1)</sup> CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of the American Bankers Association by FactSet Research Systems Inc. Copyright(c) 2024 CUSIP Global Services. All rights reserved. CUSIP® data herein is provided by CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the Issuer, the Borrower, the Underwriter or their agents or counsel assume responsibility for the accuracy of such numbers.*

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\*Subject to change.

## **REGARDING THIS PRELIMINARY OFFICIAL STATEMENT**

No dealer, broker, salesman or other person has been authorized by the Issuer or the Underwriter to give any information or to make any representations with respect to the Series 2025 Bonds other than those contained in this Preliminary Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Preliminary Official Statement does not constitute an offer to sell or solicitation of an offer to buy the Series 2025 Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein concerning the Issuer has been furnished by the Issuer and other sources which are believed to be reliable, but such information is not guaranteed as to accuracy or completeness. The Underwriter has reviewed the information in this Preliminary Official Statement in accordance with, and as a part of, its responsibilities to investors under the Federal Securities Laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Preliminary Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer since the date hereof. This Preliminary Official Statement does not constitute a contract between the Issuer or the Underwriter and any one or more of the purchasers, Owners or Beneficial Owners of the Series 2025 Bonds.

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**Governing Body – City of Garden Plain, Kansas Public Building Commission**

City Hall  
505 N. Main  
Garden Plain, KS 67050  
Phone No. (316) 531-2321

Tracy Thul, President  
Pam Weber, Vice President  
Kimberly McCormick, Secretary  
Kevin Hammond, Member  
Vacant, Member  
Vacant, Member

**Governing Body – City of Garden Plain, Kansas**

Kevin Hammond, Mayor  
Brent Randolph, Councilmember/President  
Amy Hunter, Councilmember  
Tracy Thul, Councilmember  
Jenny Zoglman, Councilmember  
Jessica Lyman, Councilmember

**City Staff**

Kelly McElroy, City Administrator  
Kimberly C. McCormick, City Clerk  
Darren Haukap, City Treasurer

**City Attorney**

Morgan Koon, Esq.  
Wichita, Kansas

**Paying Agent/Bond Registrar**

Office of State Treasurer  
Topeka, Kansas

**Bond Counsel**

Gilmore & Bell, P.C.  
Wichita, Kansas

**Financial Advisor**

Ranson Financial Group LLC  
Wichita, Kansas

**Underwriter**

\_\_\_\_\_  
\_\_\_\_\_

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICES OF THE SERIES 2025 BONDS AT LEVELS ABOVE THOSE WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE SERIES 2025 BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED. THE SERIES 2025 BONDS ARE OFFERED PURSUANT TO AN EXEMPTION FROM REGISTRATION WITH THE SECURITIES AND EXCHANGE COMMISSION. THE REGISTRATION, QUALIFICATION OR EXEMPTION OF THE SERIES 2025 BONDS IN ACCORDANCE WITH THE APPLICABLE SECURITIES LAW PROVISIONS OF THE JURISDICTIONS IN WHICH THESE SECURITIES HAVE BEEN REGISTERED, QUALIFIED OR EXEMPTED SHOULD NOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THESE JURISDICTIONS NOR ANY OF THEIR AGENCIES HAVE GUARANTEED OR PASSED UPON THE SAFETY OF THE SERIES 2025 BONDS AS AN INVESTMENT, UPON THE PROBABILITY OF ANY EARNINGS THEREON OR UPON THE ACCURACY OR ADEQUACY OF THIS PRELIMINARY OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

THIS PRELIMINARY OFFICIAL STATEMENT CONTAINS STATEMENTS THAT ARE “FORWARD-LOOKING STATEMENTS” AS DEFINED IN THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995. WHEN USED IN THIS PRELIMINARY OFFICIAL STATEMENT, THE WORDS “ESTIMATE,” “INTEND,” “EXPECT” AND SIMILAR EXPRESSIONS ARE INTENDED TO IDENTIFY FORWARD-LOOKING STATEMENTS. SUCH STATEMENTS ARE SUBJECT TO RISKS AND UNCERTAINTIES THAT COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY FROM THOSE CONTEMPLATED IN SUCH FORWARD-LOOKING STATEMENTS. READERS ARE CAUTIONED NOT TO PLACE UNDUE RELIANCE ON THESE FORWARD-LOOKING STATEMENTS, WHICH SPEAK ONLY AS OF THE DATE HEREOF.

IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED.

THIS PRELIMINARY OFFICIAL STATEMENT IS DEEMED TO BE FINAL (EXCEPT FOR PERMITTED OMISSIONS) BY THE ISSUER FOR PURPOSES OF COMPLYING WITH RULE 15c2-12 OF THE SECURITIES AND EXCHANGE COMMISSION.

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**APPENDIX A – GENERAL INFORMATION CONCERNING THE ISSUER AND THE CITY**  
**APPENDIX B – CITY OF GARDEN PLAIN, KANSAS FINANCIAL STATEMENTS AND INDEPENDENT**  
**AUDITORS’ REPORT FOR YEAR ENDED DECEMBER 31, 2024**  
**APPENDIX C – SUMMARY OF FINANCING DOCUMENTS**

**\$2,590,000\***  
**CITY OF GARDEN PLAIN, KANSAS PUBLIC BUILDING COMMISSION**  
**REVENUE BOND ANTICIPATION BONDS, SERIES 2025**

**INTRODUCTION**

**General Matters**

The purpose of this Official Statement is to furnish information relating to the City of Garden Plain, Kansas Public Building Commission (the “Issuer” or the “PBC”), the Issuer's Revenue Bond Anticipation Bonds, Series 2025 (the “Series 2025 Bonds”), dated September 24, 2025 (the “Dated Date”), and other matters relating thereto.

The Appendices to this Official Statement are integral parts of this document, to be read in their entirety.

Brief descriptions of the Series 2025 Bonds, the Issuer, the City, the Project and anticipated sources and uses of funds are included herein. Summaries of the principal financing documents relating to the authorization, issuance of and security for the Series 2025 Bonds (collectively the “Principal Financing Documents”) are described in “APPENDIX C – SUMMARY OF FINANCING DOCUMENTS.” Such descriptions do not purport to be comprehensive or definitive. All references herein to such documents and the Series 2025 Bonds are subject to the actual provisions of such documents. Copies of such documents may be examined at the principal offices of the City or will be provided to any prospective purchaser requesting the same, upon payment by such prospective purchaser of the cost of complying with such request.

**The Issuer**

The Issuer is a municipal corporation organized in 2025 by the City Council of the City pursuant to K.S.A. 12-1757 *et seq.*, and Ordinance No. 790 of the City. The Issuer's governing body consists of six (6) members. The Issuer's principal function and responsibility is to finance the acquisition and construction of building facilities for lease to governmental entities. The current members of the governing body are set forth on the inside cover of this Preliminary Official Statement.

**The City**

The City is a municipal corporation organized under the laws of the State. The current members of the governing body and certain other officials of the City are set forth on the inside cover of this Preliminary Official Statement.

**Definitions**

Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in “APPENDIX C – SUMMARY OF FINANCING DOCUMENTS.”

**Continuing Disclosure**

The Securities and Exchange Commission (the “SEC”) has promulgated amendments to Rule 15c2-12 (the “Rule”), requiring continuous secondary market disclosure. In connection with the issuance of the Bonds, the City will enter into a continuing disclosure undertaking (the “Disclosure Undertaking”) wherein the City covenants to annually provide certain financial information and operating data (collectively the “Annual Report”) and other information necessary to comply with the Rule, and to transmit the same to the MSRB. Pursuant to the Disclosure Undertaking, the City has agreed to file its Annual Report with the national repository (“EMMA”) not later than the last day of the 10th month after the end of the City’s Fiscal Year, commencing with the year ending December 31, 2023. In the Bond Resolution, hereinafter defined, the City covenants with the Underwriter and the Beneficial Owners to apply the provisions of the Disclosure Undertaking to the Bonds. This covenant is for the benefit of and is enforceable by the Beneficial Owners of the Bonds.

The City has previously entered into disclosure undertakings pursuant to the Rule (the “Prior Undertakings”). In 2021, the City engaged a firm to assist the City with its annual filing requirements.



The City's Annual Report filings for recent years are set forth on the table below, supplemented by additional filings as needed.

<b>Fiscal Year</b> <b><u>Ending December 31</u></b>	<b>Required</b> <b><u>Filing Date</u></b>	<b>Financial Information</b> <b><u>Filing Date</u></b>	<b>Operating Data</b> <b><u>Filing Date</u></b>
2020	10/31/2021 <sup>(1)</sup>	01/21/2021	04/06/2021
2021	10/31/2022 <sup>(1)</sup>	03/21/2022	03/21/2022
2022	10/31/2023 <sup>(1)</sup>	10/18/2023	04/24/2023
2023	10/31/2024 <sup>(1)</sup>	07/15/2024	10/24/2024
2024	10/31/2025 <sup>(1)</sup>	04/16/2025	Not Yet Due

<sup>(1)</sup> Filing requirements for the City's General Obligation Refunding Bonds, Series 2021, the City's General Obligation Temporary Notes, Series 2023A, and the Series 2025 Bonds.

For more information regarding the City's continuing disclosure undertaking, see "**APPENDIX D** – FORM OF DISCLOSURE UNDERTAKING."

### **Additional Information**

All of the summaries of statutes, opinions, financial and statistical data, and other related reports and documents described in this Preliminary Official Statement are subject to the actual provisions of such documents. The summaries do not purport to be complete statements of such provisions and reference is made to such documents, copies of which are either publicly available or available for inspection during normal business hours at the City Hall, 505 N. Main, Garden Plain, Kansas 67050. Additional information regarding the Issuer, the City, or the Series 2025 Bonds may be obtained from the City's Financial Advisor, Ranson Financial Group, LLC, 200 W. Douglas, Suite 110, Wichita, Kansas 67202, Attention: Larry Kleeman, by phone ((316) 264-3400) or e-mail ([larry@citycode.com](mailto:larry@citycode.com)).

## **THE SERIES 2025 BONDS**

### **General**

The Series 2025 Bonds will be issued as fully registered Bonds in the denomination of \$5,000 each or integral multiples thereof (the "Authorized Denomination"). The Series 2025 Bonds will be dated as of the Dated Date and will mature, subject to prior redemption, as hereinafter described, and will bear interest from their dated date at the rates per annum shown on the inside cover page. The principal of and interest on the Series 2025 Bonds will be payable at such place and as is shown on the cover page.

### **Authority and Purpose**

The Series 2025 Bonds are being issued pursuant and in full compliance with the Constitution and statutes of the State, including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq.*, K.S.A. 12-1757 *et seq.*, and K.S.A. 10-1201 *et seq.*, as amended (collectively the "Act") for the purpose of temporarily financing and paying all or a portion of the costs related to acquisition, construction, furnishing, and equipping of a new public swimming pool facility in the City (the "Project").

### **Security for the Series 2025 Bonds**

In conjunction with the issuance of the Series 2025 Bonds, the Issuer, as lessor, will enter into a lease with the City, as Lessee (the "Lease") whereby the Issuer will lease the Project to the City and the City will agree to make rental payments sufficient to meet the Debt Service Requirements on the Series 2025 Bonds. The Series 2025 Bonds shall be special obligations of the Issuer payable from the proceeds of Issuer bonds issued to refund the Series 2025 Bonds, and if not so paid, solely from and secured as to the payment of principal and interest by a pledge of certain property composed primarily, but not completely, of revenues derived by the Issuer from the Lease. The Lease is an unconditional and absolute obligation of the City and the City is obligated to make payments under the Lease in amounts sufficient to pay principal and interest on the Series 2025 Bonds. Pursuant to the Act, the obligations of the City for rentals payable under the Lease for its entire term is specifically exempted from the provisions of the Kansas cash basis and budget laws and is not subject to annual appropriation, early cancellation or termination.

The Issuer and the City expect and intend to receive grants and other funds for the Project, and, if received, to apply those amounts, along with the proceeds of the permanent refunding bonds referenced in the previous paragraph, toward redemption of the Series 2025 Bonds.

***THE SERIES 2025 BONDS DO NOT IN ANY RESPECT REPRESENT OR CONSTITUTE A DEBT OR PLEDGE OF THE FULL FAITH AND CREDIT OF THE ISSUER OR THE CITY (EXCEPT TO THE EXTENT THAT RENTALS PAYABLE BY THE CITY UNDER THE LEASE CONSTITUTES AN UNCONDITIONAL OBLIGATION OF THE CITY THAT MAY BE MADE FROM TAX LEVIES).***

#### **Designation of Paying Agent and Bond Registrar**

The Issuer will at all times maintain a paying agent and bond registrar meeting the qualifications set forth in the Bond Resolution. The Issuer reserves the right to appoint a successor paying agent or bond registrar. No resignation or removal of the paying agent or bond registrar shall become effective until a successor has been appointed and has accepted the duties of paying agent or bond registrar. Every paying agent or bond registrar appointed by the Issuer shall at all times meet the requirements of Kansas law.

The Treasurer of the State of Kansas, Topeka, Kansas (the “Bond Registrar” and “Paying Agent”) has been designated by the Issuer as paying agent for the payment of principal of and interest on the Series 2025 Bonds and bond registrar with respect to the registration, transfer and exchange of Bonds.

#### **Method and Place of Payment of the Series 2025 Bonds**

The principal of, or Redemption Price, and interest on the Series 2025 Bonds shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. The principal or Redemption Price of each Bond shall be paid at Maturity to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the principal office of the Paying Agent.

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

Notwithstanding the foregoing, any Defaulted Interest with respect to any Bond shall cease to be payable to the Owner of such Bond on the relevant Record Date and shall be payable to the Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest. 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 notify the Issuer of such Special Record Date and 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 Bond entitled to such notice not less than 10 days prior to such Special Record Date.

**SO LONG AS CEDE & CO., REMAINS THE REGISTERED OWNER OF THE SERIES 2025 BONDS, THE PAYING AGENT SHALL TRANSMIT PAYMENTS TO THE SECURITIES DEPOSITORY, WHICH SHALL REMIT SUCH PAYMENTS IN ACCORDANCE WITH ITS NORMAL PROCEDURES. See “THE SERIES 2025 BONDS – Book-Entry Bonds; Securities Depository.”**

#### **Payments Due on Saturdays, Sundays and Holidays**

In any case where a Payment Date is not a Business Day, then payment of principal, redemption price or interest need not be made on such Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Payment Date, and no interest shall accrue for the period after such Payment Date.

## **Book-Entry Bonds; Securities Depository**

The Series 2025 Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Series 2025 Bonds, except in the event the Bond Registrar issues Replacement Bonds. It is anticipated that during the term of the Series 2025 Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Series 2025 Bonds to the Participants until and unless the Bond Registrar authenticates and delivers Replacement Bonds to the Beneficial Owners as described in the following paragraphs.

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

(a) If the Issuer determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Series 2025 Bonds; or

(b) if the Bond Registrar receives written notice from Participants having interest in not less than 50% of the Series 2025 Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Series 2025 Bonds, then the Bond Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to owners requesting the same, and the Bond Registrar shall register in the name of and authenticate and deliver Replacement Bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Bond Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Bond Registrar, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the Issuer, the Bond Registrar or Owners are unable to locate a qualified successor of the Securities Depository, then the Bond Registrar shall authenticate and cause delivery of Replacement Bonds to Owners, as provided herein. The Bond Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Series 2025 Bonds. The cost of printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the Issuer.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Bond Registrar receives written evidence satisfactory to the Bond Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Bond Registrar upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of the Series 2025 Bonds to the successor Securities Depository in appropriate denominations and form as provided in the Bond Resolution.

## **Registration, Transfer and Exchange of Bonds**

As long as any of the Series 2025 Bonds remain Outstanding, each Bond when issued shall be registered in the name of the Owner thereof on the Bond Register. Bonds may be transferred and exchanged only on the Bond Register as hereinafter provided. Upon surrender of any Bond at the principal office of the Bond Registrar, the Bond Registrar shall transfer or exchange such Bond for a new Bond or Bonds in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange. Bonds presented for transfer or exchange

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

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of the Bond Resolution. The Issuer shall pay the fees and expenses of the Bond Registrar for the registration, transfer and exchange of Bonds. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, are the responsibility of the Owners of the Series 2025 Bonds. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure.

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

### **Mutilated, Lost, Stolen or Destroyed Bonds**

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

### **Nonpresentment of Bonds**

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

### **Redemption Provisions**

***Optional Redemption.*** At the option of the Issuer, upon instructions from the City, the Series 2025 Bonds may be called for redemption and payment prior to maturity on October 1, 2026 and thereafter, as a whole or in part (selection of the amount of Series 2025 Bonds 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.

***Extraordinary Optional Redemption.*** The Series 2025 Bonds shall be subject to redemption and payment prior to the stated maturity thereof by the Issuer, at the option of the City, as a whole or in part on any date, at a redemption price of 100% of the principal amount of the Series 2025 Bonds being called for redemption, plus accrued interest thereon to the redemption date, upon the occurrence of any of the following conditions or events:

- (1) if title to, or the use for a limited period of, substantially all of the Project is condemned by any authority having the power of eminent domain;
- (2) if title to substantially all of the Project is found to be deficient or nonexistent to the extent that the efficient utilization of such Project by the City is impaired;
- (3) if substantially all of the Project is damaged or destroyed by fire or other casualty; or
- (4) if as a result of changes in the Constitution of the State, or of legislative or administrative action by the State or any political subdivision thereof, or by the United States, or by reason of any action instituted in any court, the Lease shall become void or unenforceable, or impossible of performance without unreasonable delay, or in any other way, by reason of such change of circumstances, unreasonable burdens or excessive liabilities are imposed on the City, or the Issuer.

***Selection of Bonds to be Redeemed.*** The Series 2025 Bonds shall be redeemed only in an Authorized Denomination. When less than all of the Series 2025 Bonds are to be redeemed and paid prior to their Stated Maturity, such Series 2025 Bonds shall be redeemed in such manner as the Issuer shall determine, Series 2025 Bonds of less than a full Stated Maturity shall be selected by the Bond Registrar in minimum Authorized Denomination in such equitable manner as the Bond Registrar may determine. In the case of a partial redemption of Series 2025 Bonds by lot when Series 2025 Bonds 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 Series 2025 Bond 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 Series 2025 Bond is selected for redemption, then upon notice of intention to redeem a minimum Authorized Denomination, the Owner or the Owner's duly authorized agent shall forthwith present and surrender such Series 2025 Bond to the Bond Registrar: (1) for payment of the Redemption Price and interest to the Redemption Date of a minimum Authorized Denomination of face value called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Series 2025 Bond or Series 2025 Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Series 2025 Bond. If the Owner of any such Series 2025 Bond fails to present such Bond to the Bond Registrar for payment and exchange as aforesaid, such Series 2025 Bond shall, nevertheless, become due and payable on the redemption date to the extent of a minimum Authorized Denomination of face value called for redemption (and to that extent only).

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

All official notices of redemption shall be dated and shall contain the following information: (a) the Redemption Date; (b) the Redemption Price; (c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Series 2025 Bonds to be redeemed; (d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and (e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent. The failure of any Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Series 2025 Bonds or portions of Bonds that are to be redeemed on such Redemption Date. Official notice of redemption having been given as aforesaid, the Series 2025 Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest.

For so long as the Securities Depository is effecting book-entry transfers of the Series 2025 Bonds, the Bond Registrar shall provide the notices specified to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Bond (having

been mailed notice from the Bond Registrar, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

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

### **THE DEPOSITORY TRUST COMPANY**

1. The Depository Trust Company (“DTC”), New York, New York, will act as securities depository for the Series 2025 Bonds. The Series 2025 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered bond certificate will be issued for each scheduled maturity of the Series 2025 Bonds, and will be deposited with DTC.

2. DTC, the world’s largest depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.6 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a Standard & Poor’s rating of “AA+”. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com).

3. Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2025 Bonds on DTC’s records. The ownership interest of each actual purchaser of each Bond (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2025 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Series 2025 Bonds is discontinued.

4. To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2025 Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

6. Redemption notices shall be sent to DTC. If less than all of the Series 2025 Bonds within an issue are being redeemed, DTC’s practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2025 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Series 2025 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Issuer or Paying Agent, on the payment date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Paying Agent, or the Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Issuer or Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. A Beneficial Owner shall give notice to elect to have its Bonds purchased or tendered, through its Participant, to the Paying Agent, and shall effect delivery of such Bonds by causing the Direct Participant to transfer the Participant's interest in the Series 2025 Bonds, on DTC's records, to the Paying Agent. The requirement for physical delivery of the Series 2025 Bonds in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Series 2025 Bonds are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Bonds to the Paying Agent's DTC account.

10. DTC may discontinue providing its services as depository with respect to the Series 2025 Bonds at any time by giving reasonable notice to the Issuer or Paying Agent. Under such circumstances, in the event that a successor securities depository is not obtained, Bond certificates are required to be printed and delivered.

11. The Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

12. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Issuer believes to be reliable, but the Issuer takes no responsibility for the accuracy thereof.

## THE PROJECT

Proceeds of the Series 2025 Bonds will be applied to pay the costs and expenses incurred in connection with the Project, consisting of the acquisition, construction, furnishing, and equipping of a new public swimming pool facility in the City, and all improvements related thereto.

## APPLICATION OF BOND PROCEEDS

The following table itemizes the sources of funds available for the Project, including the proceeds from the sale of the Series 2025 Bonds, and how such funds are expected to be used:

<b>Sources of Funds</b>	
Proceeds of the Series 2025 Bonds*	\$2,590,000
Grant Funds	
<b>Total</b>	<b>\$</b>
<b>Uses of Funds</b>	
Deposit to Project Fund	\$
Costs of issuance	
Underwriter's Discount	
<b>Total</b>	<b>\$</b>

\* Subject to change.

## **RISK FACTORS AND INVESTMENT CONSIDERATIONS**

A PROSPECTIVE PURCHASER OF THE SERIES 2025 BONDS DESCRIBED HEREIN SHOULD BE AWARE THAT THERE ARE CERTAIN RISKS ASSOCIATED WITH THE SERIES 2025 BONDS WHICH MUST BE RECOGNIZED. THE FOLLOWING STATEMENTS REGARDING CERTAIN RISKS ASSOCIATED WITH THE OFFERING SHOULD NOT BE CONSIDERED AS A COMPLETE DESCRIPTION OF ALL RISKS TO BE CONSIDERED IN THE DECISION TO PURCHASE THE SERIES 2025 BONDS. PROSPECTIVE PURCHASERS OF THE SERIES 2025 BONDS SHOULD ANALYZE CAREFULLY THE INFORMATION CONTAINED IN THIS PRELIMINARY OFFICIAL STATEMENT AND ADDITIONAL INFORMATION IN THE FORM OF THE COMPLETE DOCUMENTS SUMMARIZED HEREIN, COPIES OF WHICH ARE AVAILABLE AND MAY BE OBTAINED FROM THE UNDERWRITER.

### **Legal Matters**

Various state and federal laws, regulations and constitutional provisions apply to the obligations created by the Series 2025 Bonds. There is no assurance that there will not be any change in, interpretation of, or addition to such applicable laws, provisions and regulations which would have a material effect, either directly or indirectly, on the City or the taxing authority of the City. Changes in laws effecting the taxing authority of the City could limit the ability of the City to collect revenue sufficient to make Rental Payments under the Lease.

### **Special Obligations**

The Series 2025 Bonds are special limited obligations of the Issuer. Neither the Series 2025 Bonds nor the interest thereon constitute a general obligation or indebtedness of, nor is the payment thereof guaranteed by the Issuer or any governmental subdivision, agency or instrumentality.

### **Debt Service Source**

The Series 2025 Bonds and the interest thereon shall be limited obligations of the Issuer payable from the proceeds of Issuer bonds issued to refund the Series 2025 Bonds, and if not so paid, solely and only from the net earnings and revenues derived by the Issuer from the Project, including but not limited to the rents, revenues and receipts under the Lease (including, in certain circumstances, Bond proceeds and income from the temporary investment thereof and proceeds from insurance and condemnation awards). The Series 2025 Bonds are secured by a pledge of the Pledged Property established by the Resolution, which is comprised primarily, but not completely, of such rental payments. Under the Act, the City is authorized to enter into long term leases with the Issuer for use of facilities such as the Project. The obligation of the City to make rental payments under the Lease is not subject to annual appropriation and is exempt from the application of the Kansas cash basis and budget laws.

### **Title to Project**

The Project is located on real property owned by the Issuer. Other than the right of the Issuer to enforce the Lease, neither the Project nor any other property owned by the Issuer or the City or used in conjunction with the operation of the Project is pledged or mortgaged to secure payment of the Series 2025 Bonds. If there is a default in the payment of the Series 2025 Bonds, the owners of the Series 2025 Bonds will have no right to foreclose upon or otherwise obtain use or possession of the Project, other than to enforce the Issuer's rights in the Lease.

### **Environmental Matters**

Even though the City operations do not involve any unusual environmental hazards, and the City believes that it is currently in compliance with all federal, state and local regulations regarding potential contaminants, the potential for spills and other contamination of the air, soil or groundwater on the Project or in the vicinity may result in potential exposure to liability under federal and state environmental and regulatory laws which require remedial action. No environmental site assessment of the Project has been conducted. Under some circumstances, lenders and other third parties may be named as "potentially responsible parties" and be subjected to liability for payment of cleanup costs. The liability of third parties to such exposure is not well defined. It is not currently possible to assess accurately either the nature or the extent of such potential liability.



## **Liquidation of Security in the Event of Default**

The Project consists of real property and the improvements located thereon. In the event of a forced liquidation or other reletting or disposition of the Project, there is no assurance this will produce funds sufficient to pay the principal of the Series 2025 Bonds and the interest accrued thereon.

## **Abandonment of Project after Event of Default**

The Issuer has certain remedies under the Lease if an Event of Default under the Lease occurs and continues, including the ability to take possession of the Project and relet it, with the proceeds being available to pay principal and interest on the respective Series 2025 Bonds. The Lease gives the Issuer the option, under such circumstances, not to re-enter or take possession of the Project, thereby abandoning a part of the security for the respective Series 2025 Bonds. In the event that the Project should become contaminated by the presence of Hazardous Substances, the Tenant is the subject of a remedial action under an Environmental Law as a result of such contamination, the Issuer would have the discretion to abandon the Project, and probably would abandon it if its market value were substantially impaired by the presence of the contamination or if re-entering or taking possession of the Project would probably expose the Issuer or the Owners to liability for costs of a remedial action under an Environmental Law.

## **Limitations on Remedies Available to Owners of Series 2025 Bonds**

The enforceability of the rights and remedies of the owners of Series 2025 Bonds, and the obligations incurred by the City in issuing the Series 2025 Bonds, are subject to the following: the federal Bankruptcy Code and applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or affecting the enforcement of creditors' rights generally, now or hereafter in effect; usual equity principles which may limit the specific enforcement under state law of certain remedies; the exercise by the United States of America of the powers delegated to it by the United States Constitution; and the reasonable and necessary exercise, in certain unusual situations, of the police power inherent in the State of Kansas and its governmental subdivisions in the interest of serving a legitimate and significant public purpose. Bankruptcy proceedings, or the exercise of powers by the federal or state government, if initiated, could subject the owners of the Series 2025 Bonds to judicial discretion and interpretation of their rights in bankruptcy and otherwise, and consequently may involve risks of delay, limitation or modification of their rights.

## **Taxation of Interest on the Series 2025 Bonds**

An opinion of Bond Counsel will be obtained to the effect that interest earned on the Series 2025 Bonds is excludable from gross income for federal income tax purposes under current provisions of the Code, and applicable rulings and regulations under the Code; however, an application for a ruling has not been made and an opinion of counsel is not binding upon the Internal Revenue Service. There can be no assurance that the present provisions of the Code, or the rules and regulations thereunder, will not be adversely amended or modified, thereby rendering the interest earned on the Series 2025 Bonds includable in gross income for federal income tax purposes.

The Issuer and the City have respectively covenanted in the Lease and in other documents and certificates to be delivered in connection with the issuance of the Series 2025 Bonds to comply with the provisions of the Code, including those which require the City to take or omit to take certain actions after the issuance of the Series 2025 Bonds. Because the existence and continuation of the excludability of the interest on the Series 2025 Bonds depends upon events occurring after the date of issuance of the Series 2025 Bonds, the opinion of Bond Counsel described under "TAX MATTERS" assumes the compliance by the City with the provisions of the Code described above and the regulations relating thereto. No opinion is expressed by Bond Counsel with respect to the excludability of the interest on the Series 2025 Bonds in the event of noncompliance with such provisions. The failure of the Issuer or the City to comply with the provisions described above may cause the interest on the Series 2025 Bonds to become includable in gross income as of the date of issuance.

## **Market for the Series 2025 Bonds**

**Secondary Market.** There is no assurance that a secondary market will develop for the purchase and sale of the Series 2025 Bonds. Prices of municipal Series 2025 Bonds traded in the secondary market, though, are subject to adjustment upward and downward in response to changes in the credit market. From time to time it may be necessary to suspend indefinitely secondary market trading in selected issues of municipal Series 2025 Bonds as a result of financial condition or market position of broker-dealers, prevailing market conditions, lack of adequate current financial information about the City, or a material adverse change in the financial condition of the City, whether or not the subject Series 2025 Bonds are in default as

to principal and interest payments, and other factors which may give rise to uncertainty concerning prudent secondary market practices.

### **Premium on Series 2025 Bonds**

[The initial offering price of the Series 2025 Bonds that are subject to optional redemption are in excess of the respective principal amounts thereof.] Any person who purchases a Series 2025 Bond in excess of its principal amount, whether during the initial offering or in a secondary market transaction, should consider that the Series 2025 Bonds are subject to redemption at par under the various circumstances described under “THE SERIES 2025 BONDS - Redemption Provisions.”

### **Kansas Public Employees Retirement System**

As described in “**APPENDIX A—INFORMATION CONCERNING THE CITY** – “Pension and Employee Retirement Plans,” the City participates in the Kansas Public Employees Retirement System (“KPERs”), as an instrumentality of the State to provide retirement and related benefits to public employees in Kansas. KPERs administers three statewide defined benefit retirement plans for public employees which are separate and distinct with different membership groups, actuarial assumptions, experience, contribution rates and benefit options. The Issuer participates in the Public Employees Retirement System – Local Group (the “Plan”). Under existing law, employees make contributions and the Issuer makes all employer contributions to the Plan; neither the employees nor the Issuer are directly responsible for any unfunded accrued actuarial liability (“UAAL”). However, the Plan contribution rates may be adjusted by legislative action over time to address any UAAL. According to KPERs’ Valuation Reports, the Local Group had an UAAL of approximately \$1.952 billion in calendar year 2022.

### **No Additional Interest or Mandatory Redemption upon Event of Taxability**

The Bond Resolution does not provide for the payment of additional interest or penalty on the Series 2025 Bonds or the mandatory redemption thereof if the interest thereon becomes includable in gross income for federal income tax purposes. Likewise, the Bond Resolution does not provide for the payment of any additional interest or penalty on the Series 2025 Bonds if the interest thereon becomes includable in gross income for Kansas income tax purposes.

### **Suitability of Investment**

The tax exempt feature of the Series 2025 Bonds is more valuable to high tax bracket investors than to investors who are in low tax brackets, and so the value of the interest compensation to any particular investor will vary with individual tax rates. Each prospective investor should carefully examine this Preliminary Official Statement, including the Appendices hereto, and its own financial condition to make a judgment as to its ability to bear the economic risk of such an investment, and whether or not the Series 2025 Bonds are an appropriate investment.

### **Cybersecurity Risks**

Security breaches, including electronic break-ins, computer viruses, attacks by hackers and similar breaches could create disruptions or shutdowns of the City and the services it provides, or the unauthorized disclosure of confidential personal, health-related, credit and other information. If a security breach occurs, the City may incur significant costs to remediate possible injury to the affected persons, and the City may be subject to sanctions and civil penalties. Any failure to maintain proper functionality and security of information systems could interrupt the City’s operations, delay receipt of revenues, damage its reputation, subject it to liability claims or regulatory penalties and could have a material adverse effect on its operations, financial condition and results of operations.

### **Natural Disasters, Terrorist or Cyber Attacks**

The occurrence of a terrorist attack or cyber security breach in the City, or natural disasters, such as fires, tornados, earthquakes, floods or droughts, could damage the City and its systems and infrastructure, and interrupt services or otherwise impair operations of the City.

### **Potential Impacts Resulting from Epidemics or Pandemics**

The Issuer’s finances may be materially adversely affected by unforeseen impacts of future epidemics and pandemics, such as the Coronavirus (COVID-19) pandemic. The Issuer cannot predict future impacts of epidemics or pandemics, any similar

outbreaks, or their impact on travel, on assemblies or gatherings, on the local, State, national or global economy, or on securities markets, or whether any such disruptions may have a material adverse impact on the financial condition or operations of the Issuer, including but not limited to the payment of debt service on any of its outstanding debt obligations.

THE FOREGOING STATEMENTS REGARDING CERTAIN RISKS ASSOCIATED WITH THE OFFERING SHOULD NOT BE CONSIDERED AS A COMPLETE DESCRIPTION OF ALL RISKS TO BE CONSIDERED IN THE DECISION TO PURCHASE THE SERIES 2025 BONDS.

Prospective purchasers of the Series 2025 Bonds should analyze carefully the information contained in this Official Statement and additional information in the form of the complete documents summarized herein, copies of which are available and may be obtained from the City or the Financial Advisor.

## LEGAL MATTERS

### Approval of the Series 2025 Bonds

All matters incident to the authorization and issuance of the Series 2025 Bonds are subject to the approval of Gilmore & Bell, P.C., Wichita, Kansas, Bond Counsel to the Issuer. The factual and financial information appearing herein has been supplied or reviewed by certain officials of the Issuer and the City and their certified public accountants, as referred to herein. Bond Counsel has participated in the preparation of the Preliminary Official Statement but expresses no opinion as to the accuracy or sufficiency thereof, except for the matters appearing in the sections of this Preliminary Official Statement captioned “THE SERIES 2025 BONDS,” “LEGAL MATTERS,” “TAX MATTERS” and “**APPENDIX C** – SUMMARY OF FINANCING DOCUMENTS.” Payment of the legal fee of Bond Counsel is contingent upon the delivery of the Series 2025 Bonds.

## TAX MATTERS

The following is a summary of the material federal and State income tax consequences of holding and disposing of the Series 2025 Bonds. This summary is based upon laws, regulations, rulings and judicial decisions now in effect, all of which are subject to change (possibly on a retroactive basis). This summary does not discuss all aspects of federal income taxation that may be relevant to investors in light of their personal investment circumstances or describe the tax consequences to certain types of holders subject to special treatment under the federal income tax laws (for example, dealers in securities or other persons who do not hold the Series 2025 Bonds as a capital asset, tax-exempt organizations, individual retirement accounts and other tax deferred accounts, and foreign taxpayers), and, except for the income tax laws of the State of Kansas, does not discuss the consequences to an owner under state, local or foreign tax laws. The summary does not deal with the tax treatment of persons who purchase the Series 2025 Bonds in the secondary market. Prospective investors are advised to consult their own tax advisors regarding federal, state, local and other tax considerations of holding and disposing of the Series 2025 Bonds.

### Opinion of Bond Counsel

In the opinion of Bond Counsel, under the law existing as of the issue date of the Series 2025 Bonds:

**Federal Tax Exemption.** The interest on the Series 2025 Bonds [(including any original issue discount properly allocable to an owner thereof)] is excludable from gross income for federal income tax purposes

**Alternative Minimum Tax.** Interest on the Series 2025 Bonds is not an item of tax preference for purposes of computing the federal alternative minimum tax.

**Bank Qualification.** The Series 2025 Bonds are “qualified tax-exempt obligations” for purposes of Code § 265(b)(3).

**Kansas Tax Exemption.** The interest on the Series 2025 Bonds is exempt from income taxation by the State of Kansas.

**No Other Opinions.** Bond Counsel’s opinions are provided as of the date of the original issue of the Series 2025 Bonds, subject to the condition that the Issuer and City comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Series 2025 Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer and City have covenanted to comply with all such requirements. Failure to comply with certain of such requirements may cause the inclusion of interest on the Series 2025 Bonds in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2025 Bonds. Bond Counsel is expressing no

opinion regarding other federal, state or local tax consequences arising with respect to the Series 2025 Bonds but has reviewed the discussion under the heading “TAX MATTERS.”

## **Other Tax Consequences**

**[Original Issue Discount.]** For federal income tax purposes, original issue discount is the excess of the stated redemption price at maturity of a Series 2025 Bond over its issue price. The stated redemption price at maturity of a Series 2025 Bond is the sum of all payments on the Series 2025 Bond other than “qualified stated interest” (*i.e.*, interest unconditionally payable at least annually at a single fixed rate). The issue price of a Series 2025 Bond is generally the first price at which a substantial amount of the Series 2025 Bonds of that maturity have been sold to the public. Under Code § 1288, original issue discount on tax-exempt obligations accrues on a compound basis. The amount of original issue discount that accrues to an owner of a Series 2025 Bond during any accrual period generally equals (1) the issue price of that Series 2025 Bond, plus the amount of original issue discount accrued in all prior accrual periods, multiplied by (2) the yield to maturity on that Series 2025 Bond (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period), minus (3) any interest payable on that Series 2025 Bond during that accrual period. The amount of original issue discount accrued in a particular accrual period will be considered to be received ratably on each day of the accrual period, will be excludable from gross income for federal income tax purposes, and will increase the owner’s tax basis in that Series 2025 Bond. Prospective investors should consult their own tax advisors concerning the calculation and accrual of original issue discount.]

**[Original Issue Premium.]** For federal income tax purposes, premium is the excess of the issue price of a Series 2025 Bond over its stated redemption price at maturity. The stated redemption price at maturity of a Series 2025 Bond is the sum of all payments on the Series 2025 Bond other than “qualified stated interest” (*i.e.*, interest unconditionally payable at least annually at a single fixed rate). The issue price of a Series 2025 Bond is generally the first price at which a substantial amount of the Series 2025 Bonds of that maturity have been sold to the public. Under Code § 171, premium on tax-exempt obligations amortizes over the term of the Series 2025 Bond using constant yield principles, based on the purchaser’s yield to maturity. As premium is amortized, the owner’s basis in the Series 2025 Bond and the amount of tax-exempt interest received will be reduced by the amount of amortizable premium properly allocable to the owner, which will result in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes on sale or disposition of the Series 2025 Bond prior to its maturity. Even though the owner’s basis is reduced, no federal income tax deduction is allowed. Prospective investors should consult their own tax advisors concerning the calculation and accrual of premium.]

**Sale, Exchange or Retirement of Series 2025 Bonds.** Upon the sale, exchange or retirement (including redemption) of a Series 2025 Bond, an owner of the Series 2025 Bond generally will recognize gain or loss in an amount equal to the difference between the amount of cash and the fair market value of any property received on the sale, exchange or retirement of the Series 2025 Bond (other than in respect of accrued and unpaid interest) and such owner’s adjusted tax basis in the Series 2025 Bond. To the extent the Series 2025 Bonds are held as a capital asset, such gain or loss will be capital gain or loss and will be long-term capital gain or loss if the Series 2025 Bond has been held for more than 12 months at the time of sale, exchange or retirement.

**Reporting Requirements.** In general, information reporting requirements will apply to certain payments of principal, interest and premium paid on Series 2025 Bonds, and to the proceeds paid on the sale of Series 2025 Bonds, other than certain exempt recipients (such as corporations and foreign entities). A backup withholding tax will apply to such payments if the owner fails to provide a taxpayer identification number or certification of foreign or other exempt status or fails to report in full dividend and interest income. The amount of any backup withholding from a payment to an owner will be allowed as a credit against the owner’s federal income tax liability.

**Collateral Federal Income Tax Consequences.** Prospective purchasers of the Series 2025 Bonds should be aware that ownership of the Series 2025 Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, certain applicable corporations subject to the corporate alternative minimum tax, financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, certain S corporations with “excess net passive income,” foreign corporations subject to the branch profits tax, life insurance companies, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the Series 2025 Bonds. Bond Counsel expresses no opinion regarding these tax consequences. Purchasers of Series 2025 Bonds should consult their tax advisors as to the applicability of these tax consequences and other federal income tax consequences of the purchase, ownership and disposition of the Series 2025 Bonds, including the possible application of state, local, foreign and other tax laws. Bond Counsel notes that for tax years beginning after December 31, 2022, the interest on the Series 2025 Bonds may be included in adjusted financial statement

income of applicable corporations for purposes of determining the applicability and amount of the federal corporate alternative minimum tax.

### **EXEMPTION FROM REGISTRATION**

The offering, sale and delivery of the Series 2025 Bonds, including the obligations of the City under the Lease, are being made under the assumption by the Underwriter that they do not require registration of the Series 2025 Bonds under the Securities Act of 1933, as amended, and the offering, sale and delivery of the Series 2025 Bonds do not require registration or qualification of the Resolution and the Lease under the Trust Indenture Act of 1939, as amended. No opinion is expressed with respect to the necessity of registering the Series 2025 Bonds under the "blue sky" or securities laws of any state.

### **BOND RATING**

The Issuer has **not** applied for a rating on the Series 2025 Bonds herein offered for sale.

### **ABSENCE OF 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 the legal organization of the issuing municipality or its boundaries, or the right or title of any of its officers to their respective offices, or the legality of any official act shown to have been done in the Transcript leading up to the issuance of the Series 2025 Bonds, or the constitutionality or validity of the indebtedness represented by the Series 2025 Bonds shown to be authorized in said Transcript, or the validity of the Series 2025 Bonds or any of the proceedings in relation to the issuance or sale thereof, or the levy and collection of a tax.

### **FINANCIAL ADVISOR**

Ranson Financial Group LLC, Wichita, Kansas (the "Financial Advisor") has acted as financial advisor to the Issuer in connection with the sale of the Series 2025 Bonds. The Financial Advisor has assisted the Issuer in the preparation of this Preliminary Official Statement and in other matters relating to the issuance of the Series 2025 Bonds. Ranson Financial Group LLC is an independent advisory firm, registered as a municipal advisor, and is not engaged in the business of underwriting, trading or distributing municipal securities or other public securities. The fees of the Financial Advisor are contingent upon the issuance of the Series 2025 Bonds.

### **INITIAL PURCHASE**

On September 3, 2025, the Issuer received \_\_\_\_\_ ( ) bids for the purchase of the Series 2025 Bonds. The Series 2025 Bonds were awarded by the Issuer's Governing Body to \_\_\_\_\_, \_\_\_\_\_, (the "Underwriter"). The Underwriter submitted the lowest bid for the purchase of the Series 2025 Bonds with a true interest cost of \_\_\_\_%.

The Series 2025 Bonds will be offered to the public initially at the prices determined to produce the yield set forth on the inside cover page of this Preliminary Official Statement. The Underwriter may offer and sell the Series 2025 Bonds to certain dealers (including dealers depositing the Series 2025 Bonds into investment trusts) at prices other than the price stated on the inside cover page hereof and may change the initial offering price from time to time subsequent to the date hereof. In connection with the offering, the Underwriter may over allot or effect transactions which stabilize or maintain the market price of the Series 2025 Bonds at a level above that which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

### **ADDITIONAL INFORMATION**

Additional information with respect to the City and the Series 2025 Bonds may be obtained upon request to the City's Municipal Advisor, Ranson Financial Group LLC, 200 W. Douglas, Ste. 110, Wichita, Kansas 67202.

Any statements in this Preliminary Official Statement involving matters of opinion or estimates, whether or not expressly so stated, are intended as such and not as representations of fact. No representation is made that any of such statements will be realized.

This Preliminary Official Statement is submitted only in connection with the sale and delivery of the Series 2025 Bonds and may not be reproduced or used in whole or in part for any other purpose.

# **AUTHORIZATION OF PRELIMINARY OFFICIAL STATEMENT**

The preparation of this Preliminary Official Statement and its distribution has been authorized by the governing body of the Issuer as of the date on the cover page hereof. This Preliminary Official Statement is submitted in connection with the issuance of the Series 2025 Bonds and may not be reproduced or used as a whole or in part for any other purpose. This Preliminary Official Statement does not constitute a contract between the Issuer or the Underwriter and any one or more of the purchasers, Owners or Beneficial Owners of the Series 2025 Bonds

## **CITY OF GARDEN PLAIN, KANSAS PUBLIC BUILDING COMMISSION**

By \_\_\_\_\_  
Tracy Thul, President

## ***APPENDIX A***

### **GENERAL INFORMATION CONCERNING THE ISSUER AND THE CITY**

#### **THE CITY OF GARDEN PLAIN, KANSAS PUBLIC BUILDING COMMISSION**

The City of Garden Plain, Kansas Public Building Commission (the “Issuer” or “PBC”) was organized in June of 2025 pursuant to K.S.A. 12-1757 *et seq.* and Ordinance No. 790 of the City. The PBC's principal function and responsibility is to finance the acquisition and construction of building facilities for lease to governmental entities.

The Issuer consists of seven (7) voting members, each being appointed by the Mayor with the consent of the City Council members. City staff provides administrative services to the Issuer. The names and titles of the PBC members are as follows:

<b><u>NAME</u></b>	<b><u>TITLE</u></b>
Tracy Thul	President
Pam Weber	Vice-President
Kimberly McCormick	Secretary
Kevin Hammond	Member
Vacant	Member
Vacant	Member

### **GENERAL INFORMATION CONCERNING THE CITY**

#### **Size and Location**

The City of Garden Plain, Kansas (the “City”) is located in Sedgwick County (the “County”), approximately 20 miles west of Wichita. Being located in one of the richest agricultural and petroleum producing areas in the state, the city's economy is diversified among agricultural production, oil production and industrial development of the greater Wichita area.

Between 2010 and 2020, the City has increased from 849 residents to approximately 948 residents, an increase of approximately 12%.

#### **Government and Organization of the City**

The City is a city of the third class under the laws of the State of Kansas and has a Mayor-Council form of government. The Mayor and five Councilmembers are elected at large to staggered two (2) year terms.

The principal officials and officers of the City as of the submission date of this report are as follows:

<b><u>Title</u></b>	<b><u>Name</u></b>	<b><u>Term Expires</u></b>
Mayor	Kevin Hammond	01/2026
Councilmember/President	Brent Randolph	01/2027
Councilmember	Amy Hunter	01/2027
Councilmember:	Tracy Thul	01/2026
Councilmember	Jenny Zoglman	01/2027
Councilmember	Jessica Lyman	01/2026
City Administrator	Kelly McElroy	N/A
City Clerk	Kimberly C. McCormick	N/A
City Treasurer	Darren Haukap	N/A
City Attorney	Morgan Koon, Esq.	N/A

#### **Management Personnel**

The City Clerk is appointed by the Mayor, subject to Council approval, and is charged with the efficient and effective administration of the City.

**Public Safety**

The City has two full-time police officers which provides law enforcement protection to the City. Sedgwick County Fire District No. 1 is made up of a combination of full-time employees and volunteer firefighters which provides continuous full-time protection to the City and surrounding area. The County also provides emergency medical services for the City and surrounding area.

**Municipal Services and Other Utilities**

The City owns and operates its own water, sewer, and natural gas utility systems for residents of the City. Electric service is provided by Evergy. Propane is provided by Central Gas Service and trash service is provided by Waste Connections. Various service providers provide telephone and internet services.

**Transportation Facilities**

The City is served by US Highway 400. In addition, a system of well-maintained county highways, serve the City.

Regularly scheduled air service is available at Wichita Dwight D. Eisenhower National Airport, located approximately 15 miles east of the City.

**Educational Institutions and Facilities**

The City is served by the Unified School District No. 267 (Renwick). The school district is an independent taxing unit with boundaries that are separate from the jurisdictional boundaries of the City of Garden Plain. The district currently operates two high schools, three elementary schools, and a charter school. The district has a full-time equivalent enrollment of approximately 1,911 students for the 2024-2025 school year.

The following universities or colleges offering bachelor's or advanced degrees are also located in the region:

<u>Name</u>	<u>Location</u>	<u>Estimated Distance from City (in Miles)</u>	<u>Estimated Enrollment (FTE)</u>
Newman University	Wichita, KS	17	1,203
Friends University	Wichita, KS	18	2,024
Wichita State University	Wichita, KS	22	12,203
Wichita State University Tech	Wichita, KS	27	3,616
Hutchinson Community College	Hutchinson, KS	31	3,268
Butler Community College	El Dorado, KS	45	4,297

**Medical and Health Facilities**

Major medical service is available at HCA Wesley Medical Center, Via Christi Riverside Medical Center, Via Christi St. Francis Campus, Via Christi St. Joseph Campus, located within 30 miles of the City and St. Teresa Campus located 14 miles east of the City. The County provides emergency medical services (EMS) to the City.

**Recreational, Cultural and Religious Facilities**

The County offers a wide variety of cultural and entertainment options, including: Botanica – The Wichita Gardens, Wurlitzer Organ Pops Concerts, Metropolitan Ballet Company, Wichita Community Theater, Wichita Children’s Theater, Music Theater of Wichita, Mid-America Dance Theater, Inc., Wichita Symphony and Choral Society, Wichita Art Association Galleries, Wichita Omnisphere Earth-Space Center, Lake Afton Public Observatory, Wichita Art Museum, Whittier Fine Arts Gallery, The Mid America All Indian Center Museum, and The Wichita Exploration Place.

Some of the major cultural events held annually are: St. Patrick’s Day Parade, Kansas Junior Livestock Show, Wichita Jazz Festival, Renaissance Fair, Wichita River Festival, Victorian Garden Festival, National Baseball Congress Tournament, Wichita Arts Festival, the Old Sedgwick County Fair, Park City Bluegrass Festival, and Salute to Freedom 4th of July Celebration. In addition to the recreational and cultural facilities offered by the cities in the County, the County operates the INTRUST Bank Arena, the Sedgwick County Zoo and Botanical Gardens, Lake Afton Park, and the Sedgwick County Park.



The Sedgwick County Zoo and Botanical Gardens are considered world-class facilities. The zoo provides an environment where animals roam in spacious areas that simulate their natural habitats, while the Botanical Gardens offers a wide variety of species of native American and foreign plants, trees, and shrubs in a natural setting.

The City has two churches that serve the community.

## **FINANCIAL INFORMATION CONCERNING THE CITY**

### **Accounting, Budgeting and Auditing Procedures**

The City follows a statutory basis of accounting which is designed to show compliance with cash basis and budget laws of Kansas. The City has received a GAAP Waiver from the State of Kansas.

An annual budget of estimated receipts and disbursements for the coming calendar year is required by statute to be prepared for all funds (unless specifically exempted). The budget is prepared utilizing the modified accrual basis which is further modified by the encumbrance method of accounting. For example, commitments such as purchase orders and contracts, in addition to disbursements and accounts payable, are recorded as expenditures. The budget lists estimated receipts by funds and sources and estimated disbursements by funds and purposes. The proposed budget is presented to the governing body of the City prior to August 1, with a public hearing required to be held prior to August 15, with the final budget to be adopted by a majority vote of the governing body of the City prior to August 25 of each year (or September 20 if the City must conduct a public hearing to levy taxes in excess of its revenue neutral rate described below). Budgets may be amended upon action of the governing body after notice and public hearing, provided that no additional tax revenues may be raised after the original budget is adopted.

The City may levy taxes in accordance with the requirements of its adopted budget. Property tax levies are based on the adopted budget of the City and the assessed valuations provided by the County appraiser. In 2021, the Kansas Legislature passed legislation (the "Revenue Neutral Tax Act") that repeals the "tax lid" (formerly K.S.A. 79 2925c) and provides that, beginning January 1, 2021, a taxing subdivision (which includes any political subdivision of the State that levies an ad valorem property tax, including the City) is not authorized to levy a property tax rate in excess of its revenue neutral rate without first providing notice, holding a public hearing, and authorizing such property tax rate by majority vote of its governing body. The revenue neutral rate means the tax rate for the current tax year that would generate the same property tax revenue as levied the previous tax year using the current tax year's total assessed valuation.

The Revenue Neutral Tax Act provides that by June 15 of every year, each county clerk shall calculate the revenue neutral rate for each taxing subdivision in their respective county. If a taxing subdivision desires to levy a tax rate in excess of its revenue neutral rate, it must first publish notice of a public hearing and notify the county clerk of the taxing subdivision's intent to exceed the revenue neutral rate. The county clerk is required to provide notice of the public hearing to each taxpayer with property in the taxing subdivision, along with following information concerning the taxing subdivision: (1) the revenue neutral rate, (2) the proposed property tax revenue needed to fund the proposed budget, (3) the proposed tax rate based on the proposed budget, (4) the tax rate and property tax of each taxing subdivision on the taxpayer's property from the previous year's tax statement, (5) the appraised value and assessed value of the taxpayer's property, (6) estimates of the tax for the current tax year on the taxpayer's property based on the revenue neutral rate of each taxing subdivision and any proposed tax rates that exceed the revenue neutral rates, (7) the difference between the estimates of tax based on the proposed tax rate and the revenue neutral rate. The public hearing regarding exceeding the revenue neutral rate is to be held between August 10 and September 10, and can be held in conjunction with the taxing subdivision's budget hearing. If multiple taxing subdivisions within the county are required to hold a public hearing, the notices to the taxpayer can be combined into a single notice. After the public hearing, the taxing subdivision can approve exceeding the revenue neutral rate by a majority vote of its governing body, and the amount of tax to be levied must be certified to the county clerk by September 20. The taxing subdivision's adopted budget shall not result in a tax rate in excess of its proposed rate stated in the notice provided to the taxpayers. If a taxing subdivision fails to comply with the requirements of the Revenue Neutral Tax Act, it shall refund to the taxpayers any property taxes over collected based on the amount of the levy that was in excess of the revenue neutral rate.

The City cannot predict the impact of the Revenue Neutral Tax Act on any general rating of the City. A change in the general rating of the City may adversely impact the market price of the Bonds in the secondary market.

Kansas law prohibits governmental units from creating indebtedness unless there are funds on hand in the proper accounts and unencumbered by previous action with which to pay such indebtedness. An exception to this cash-basis operation is

made where provision has been made for payment of obligations by bonds or other specific debt obligations authorized by law.

The financial records of the City are audited annually by a firm of independent certified public accountants in accordance with generally accepted auditing standards. In recent years, the annual audit has been performed by BFR CPA, LLC. Copies of the audit reports for the past five (5) years are on file in the Clerk's office and are available for review. The audit for the Fiscal Year ended December 31, 2023 is attached hereto as **APPENDIX B**.

## **Property Valuations**

The determination of assessed valuation and the collection of property taxes for all political subdivisions in the state of Kansas is the responsibility of the various counties under the direction of state statutes. The County Appraiser's office determines the fair market value of all taxable property within the County and the assessed valuation thereof that is to be used as a basis for the mill levy on property located in the City.

Property subject to ad valorem taxation is divided into two classes, real property and personal property. Real property is divided into seven subclasses; there are six subclasses of personal property. The real property (Class 1) subclasses are: (i) real property used for residential purposes including multi-family mobile or manufactured homes and the real property on which such homes are located, assessed at 11.5%, (ii) agricultural land, valued on the basis of agricultural income or productivity, assessed at 30%, (iii) vacant lots, assessed at 12%, (iv) real property, owned and operated by a not-for-profit organization not subject to federal income taxation, pursuant to Section 501 of the Internal Revenue Code, assessed at 12%, (v) public utility real property, except railroad real property, assessed at the average rate that all other commercial and industrial property is assessed, assessed at 33%, (vi) real property used for commercial and industrial purposes and buildings and other improvements located on land devoted to agricultural use, assessed at 25%, and (vii) all other urban and real property not otherwise specifically classified, assessed at 30%. Tangible personal property (Class 2) subclasses are: (i) mobile homes used for residential purposes, assessed at 11.5%, (ii) mineral leasehold interests, except oil leasehold interests, the average daily production from which is 5 barrels or less, and natural gas leasehold interests, the average daily production from which is 100 mcf or less, which shall be assessed at 25%, assessed at 30%, (iii) public utility tangible personal property, including inventories thereof, except railroad personal property, including inventories thereof, which shall be assessed at the average rate all other commercial and industrial property is assessed, assessed at 33%, (iv) all categories of motor vehicles not defined and specifically valued and taxed pursuant to law enacted prior to January 1, 1985, assessed at 20%, (v) commercial and industrial machinery and equipment which if its economic life is 7 years or more, shall be valued at its retail cost, when new, less seven-year straight-line depreciation, or which, if its economic life is less than 7 years, shall be valued at its retail cost when new, less straight-line depreciation over its economic life, except that, the value so obtained for such property, notwithstanding its economic life and as long as such property is being used, shall not be less than 20% of the retail cost, when new, of such property, assessed at 25%, and (vi) all other tangible personal property not otherwise specifically classified, assessed at 30%. All property used exclusively for state, county, municipal, literary, educational, scientific, religious, benevolent and charitable purposes, farm machinery and equipment, merchants' and manufacturers' inventories, other than public utility inventories included in subclass (3) of class 2, livestock, and all household goods and personal effects not used for the production of income, shall be exempted from property taxation.

The Kansas Legislature (the "Legislature") reduced the applicable assessment rates on motor vehicles from 30% of market value to 20% of market value as of January 1, 2000.

The 2006 Legislature exempted from all property or ad valorem property taxes levied under the laws of the State all commercial, industrial, telecommunications and railroad machinery and equipment acquired by qualified pur or lease after June 30, 2006 or transported into the State after June 30, 2006 for the purpose of expanding an existing business or creation of a new business.

The Legislature may from time to time adopt changes in the property tax system or method of imposing and collecting property taxes within the State. Taxpayers may also challenge the fair market value of property assigned by the county appraiser. The effects of such legislative changes and successful challenges to the appraiser's determination of fair market value could affect the City's property tax collections. If a taxpayer valuation challenge is successful, the liability of the City to refund property taxes previously paid under protest may have a material impact on the City's financial situation.

## Assessed Valuation

The following table shows the assessed valuation of the taxable tangible property within the City for the following years:

<b>Levy Year</b>	<b>Budget Year</b>	<b>Real Property</b>	<b>Personal Property</b>	<b>Utilities</b>	<b>Motor Vehicle Valuation</b>	<b>Total Valuation</b>
2025	2026	\$11,366,010 <sup>(1)</sup>	\$100,285 <sup>(1)</sup>	\$353,395 <sup>(1)</sup>	\$1,434,435 <sup>(3)</sup>	\$13,254,125
2024	2025	10,108,736 <sup>(2)</sup>	118,986 <sup>(2)</sup>	189,535 <sup>(2)</sup>	1,434,435	11,851,692
2023	2024	9,043,139	126,717	179,059	1,455,706	10,804,621
2022	2023	8,185,842	89,032	195,839	1,278,105	9,748,818
2021	2022	7,335,213	75,960	196,092	1,301,613	8,908,878
2020	2021	6,995,847	72,206	198,337	1,309,405	8,575,795

<sup>(1)</sup> Preliminary valuation figures as of July 1, 2025 for budgeting purposes.

<sup>(2)</sup> Final valuation figures certified as of November 1, 2024.

<sup>(3)</sup> Motor vehicle valuation for 2025 is not yet available. Motor vehicle valuation for 2024 was used for estimation purposes.

Source: County Clerk

## Property Tax Levies and Collections

**Tax Collections.** Tax statements are mailed November 1 each year and may be paid in full or one-half on or before December 20 with the remaining one-half due on or before May 10 of the following year. Taxes that are unpaid on the due dates are considered delinquent and accrue interest at a per annum rate established by State law until paid or until the property is sold for taxes. Real estate bearing unpaid taxes is advertised for sale on or before August 1 of each year and is sold by the County for taxes and all legal charges on the first Tuesday in September. Properties that are sold and not redeemed within two years after the tax sale are subject to foreclosure sale, except homestead properties which are subject to foreclosure sale after three years.

Personal taxes are due and may be paid in the same manner as real estate taxes, with the same interest applying to delinquencies. If personal taxes are not paid when due, and after written notice, warrants are issued and placed in the hands of the Sheriff for collection. If not paid on or before October 1, legal judgment is entered and the delinquent tax becomes a lien on the property. Unless renewed, a non-enforced lien expires five years after it is entered.

Motor vehicle taxes are collected periodically throughout the year concurrently with the renewal of motor vehicle tags based upon the value of such vehicles. Such tax receipts are distributed to all taxing subdivisions, including the State of Kansas, in proportion to the number of mills levied within each taxpayer's tax levy unit.

**Tax Rates.** The City may levy taxes in accordance with the requirements of its adopted budget. Property tax levies are based on the adopted budget of the City and the assessed valuations provided by the County appraiser.

The following table shows the City's mill levies by fund (per \$1000 of assessed valuation) for each of the years indicated and the current year:

<b>Levy Year</b>	<b>Budget Year</b>	<b>General</b>	<b>Bond &amp; Interest</b>	<b>Library</b>	<b>Total Levy</b>
2024	2025	51.923	6.094	4.990	63.007
2023	2024	48.350	6.833	3.998	59.181
2022	2023	46.765	8.564	4.000	59.329
2021	2022	38.782	16.553	3.998	59.333
2020	2021	37.653	12.990	3.726	54.369

Source: County Clerk

**Aggregate Tax Levies.** The aggregate tax levies (per \$1000 assessed valuation) of the City and overlapping jurisdictions for the years indicated are included in the following table:

<u>Levy Year</u>	<u>Budget Year</u>	<u>City</u>	<u>Sedgwick County</u>	<u>USD No. 267</u>	<u>State</u>	<u>Fire Dist.</u>	<u>Township</u>	<u>Total</u>
2024	2025	63.007	28.701	54.006	1.500	17.000	0.530	164.744
2023	2024	59.181	28.988	54.696	1.500	17.883	0.640	162.888
2022	2023	59.329	29.368	55.022	1.500	17.912	0.733	163.864
2021	2022	59.333	29.370	55.187	1.500	17.817	0.669	163.876
2020	2021	54.369	29.376	55.811	1.500	17.891	0.705	159.652

Source: County Clerk

**Tax Collection Record.** The following table sets forth tax collection information (not including special assessments) for the City for the years indicated:

<u>Levy Year</u>	<u>Collection Year</u>	<u>Total Levy</u>	<u>Total Taxes Levied (\$)</u>	<u>Current Taxes Collected (\$)</u>	<u>Current Taxes Collected (%)</u>	<u>Delinquent Taxes Collected (\$)</u>	<u>Delinquent &amp; Current Taxes Collected (%)</u>
2024	2025	63.007	\$657,963	\$650,149	98.81%	(\$7,543) <sup>(1)</sup>	97.67%
2023	2024	59.181	554,905	543,945	98.02%	3,500	98.66%
2022	2023	59.329	503,872	498,607	98.96%	6,355	100.22%
2021	2022	59.333	452,709	447,874	98.93%	2,268	99.43%
2020	2021	54.369	396,265	389,538	98.30%	7,554	100.21%

<sup>(1)</sup> Delinquent taxes collected were negative due to a payment under protest being granted for several years back.

Source: County Clerk & Treasurer

**Major Taxpayers.** The following table sets forth the ten largest taxpayers in the City based on total assessed valuation and total taxes levied in the most recent tax collection period (2024/25):

<u>Taxpayer</u>	<u>Assessed Valuation</u>	<u>Taxes Levied</u>
1. Individual (1)	\$249,925	\$15,747
2. Evergy Kansas South Inc.	169,066	10,652
3. Fisher Lumber Co Inc	156,235	9,843
4. JE-JV Properties LLC	132,925	8,375
5. Individual Trust	110,424	6,957
6. Individual (2)	100,896	6,357
7. Individual (3)	96,405	6,074
8. Kanza Cooperative Association	86,693	5,462
9. Individual (4)	73,626	4,638
10. 4B Investments LLC	72,690	4,579

Source: County Clerk

### **Pension and Employee Retirement Plans**

The Issuer participates in the Kansas Public Employees Retirement System (“KPERs”) established in 1962, as an instrumentality of the State, pursuant to K.S.A. 74-4901 *et seq.*, to provide retirement and related benefits to public employees in Kansas. KPERs is governed by a board of trustees consisting of nine members, each of whom serve four-year terms. The board of trustees appoints an executive director to serve as the managing officer of KPERs and manage a staff to carry out daily operations of the system.

As of June 30, 2023, KPERS serves approximately 323,000 members and approximately 1,500 participating employers, including the State, school districts, counties, cities, public libraries, hospitals and other governmental units. KPERS administers the following three statewide, defined benefit retirement plans for public employees:

- (a) Kansas Public Employees Retirement System;
- (b) Kansas Police and Firemen's Retirement System; and
- (c) Kansas Retirement System for Judges.

These three plans are separate and distinct with different membership groups, actuarial assumptions, experience, contribution rates and benefit options. The Kansas Public Employees Retirement System is the largest of the three plans, accounting for approximately 95% of the members. The Kansas Public Employees Retirement System is further divided into two separate groups, as follows:

(a) *State/School Group* - includes members employed by the State, school districts, community colleges, vocational-technical schools and educational cooperatives. The State of Kansas makes all employer contributions for this group, the majority of which comes from the State General Fund.

(b) *Local Group* - all participating cities, counties, library boards, water districts and political subdivisions are included in this group. Local employers contribute at a different rate than the State/School Group rate.

KPERS is currently a qualified, governmental, § 401(a) defined benefit pension plan, and has received IRS determination letters attesting to the plan's qualified status dated October 14, 1999 and March 5, 2001. KPERS is also a "contributory" defined benefit plan, meaning that employees make contributions to the plan. This contrasts it from noncontributory pension plans, which are funded solely by employer contributions. The Issuer's employees currently annually contribute 6% of their gross salary to the plan if such employees are KPERS Tier 1 members (covered employment prior to July 1, 2009), KPERS Tier 2 members (covered employment on or after July 1, 2009), or KPERS Tier 3 members (covered employment on or after January 1, 2015).

In 2004, 2015 and 2021, the Kansas Development Finance Authority, on behalf of the State, issued pension obligation bonds and contributed the proceeds thereof to KPERS to assist with improving the status of the unfunded actuarial pension liability. In 2022 the Legislature provided for additional contributions totaling \$1.125 billion in four payments to be deposited into the KPERS trust fund for the School Group. For more information about the Legislature's actions related to KPERS, please see the 2022 Valuation Report referenced below.

The Issuer's contribution varies from year to year based upon the annual actuarial valuation and appraisal made by KPERS, subject to legislative caps on percentage increases. The Issuer's contribution was 9.26% of the employee's gross salary for calendar year 2024, and is to 9.71% of the employee's gross salary for calendar year 2025. In addition, the Issuer contributes 1% of the employee's gross salary for Death and Disability Insurance for covered employees.

According to the Valuation Report as of December 31, 2023 (the "2023 Valuation Report") the KPERS Local Group, of which the Issuer is a member, carried an unfunded accrued actuarial liability ("UAAL") of approximately \$2.089 billion at the end of 2023. The amount of the UAAL in 2023 changed from the previous year's amount due to the factors discussed in the 2023 Valuation Report; such report also includes additional information relating to the funded status of the KPERS Local Group, including recent trends in the funded status of the KPERS Local Group. A copy of the 2023 Valuation Report is available on the KPERS website at [kpers.org/about/reports](https://kpers.org/about/reports). The Issuer has no means to independently verify any of the information set forth on the KPERS website or in the 2023 Valuation Report, which is the most recent financial and actuarial information available on the KPERS website relating to the funded status of the KPERS Local Group. The 2023 Valuation Report sets the employer contribution rate for the period beginning January 1, 2026, for the KPERS Local Group, and KPERS' actuaries identified that an employer contribution rate of 9.59% of covered payroll would be necessary, in addition to statutory contributions by covered employees, to eliminate the UAAL by the end of the actuarial period set forth in the 2023 Valuation Report. The statutory contribution rate of employers currently equals the 2023 Valuation Report's actuarial rate. As a result, members of the Local Group are adequately funding their projected actuarial liabilities and the UAAL can be expected to diminish over time. The required employer contribution rate may increase up to the maximum statutorily allowed rate, which is 1.2% in fiscal year 2017 and thereafter.

The Issuer has not implemented GASB 68 – Accounting and Financial Reporting for Pensions – An Amendment of GASB 27, because the Issuer's financial statements are prepared on a regulatory basis of accounting which is a comprehensive basis of accounting different from accounting principles generally accepted in the United States of America. KPERS, however,

has implemented GASB 67 – Financial Reporting for Pension Plans – An Amendment of GASB Statement 25, and is required annually to provide its participants the proportional share of the net pension liability of KPERS allocated to each participant as of the end of the prior fiscal year. The KPERS’ Schedule of Employer and Nonemployer Allocations and Schedules of Pension Amounts by Employer and Nonemployer (the “GASB 68 Report”) provides the net pension liability allocated to each KPERS participant, including the Issuer. The GASB 68 Report is available on the KPERS website at [kpers.org/about/reports.html](http://kpers.org/about/reports.html). Because the Issuer has not implemented GASB 68, the net pension liability calculated by KPERS for the Issuer is not reflected as a liability on the Issuer’s financial statements. The Issuer has no means to independently verify any of the information set forth on the KPERS website or in the GASB 68 Report. It is important to note that under existing State law, the Issuer has no legal obligation for the UAAL or the net pension liability calculated by KPERS, and such figures are for informational purposes only.

**History of Employment**

The City has eleven employees. Employee relations are characterized as good.

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Source: City Clerk

**Risk Management**

The City is insured against the risks arising from general liability by Continental Western and employee medical coverage is provided by Blue Cross Blue Shield of Kansas.

**CITY’S AUTHORITY TO INCUR DEBT**

**Debt Summary**

The following table summarizes certain key statistics with respect to the City’s general obligation debt, including the Bonds:

Equalized Assessed Valuation of Tangible Valuation	
for Computation of Bonded Debt Limitations <sup>(1)</sup> .....	\$13,254,125
Legal limitation of Bonded Debt <sup>(2)</sup> .....	\$3,976,237
Outstanding general obligation debt anticipated as of September 24, 2025.....	\$2,795,000
Exempt Debt .....	\$1,777,224
Net Debt against Statutory Debt limit capacity.....	\$1,017,775
Additional debt capacity .....	\$2,958,462
Direct debt per capita (987).....	\$2,832
Overlapping Indebtedness.....	\$1,907,180
Direct and overlapping debt.....	\$4,702,180
Direct and overlapping debt per capita .....	\$4,764
Direct debt as a percentage of Equalized Assessed Valuation .....	21.09%
Direct and overlapping debt as a percentage of Equalized Assessed Valuation .....	35.48%
Statutory direct debt as a percentage of Equalized Assessed Valuation .....	7.68%

<sup>(1)</sup> The assessed value of all tangible taxable property within the City, as certified to the County Clerk on the preceding August 25. See K.S.A. 10-301 *et seq.*  
<sup>(2)</sup> See K.S.A. 10-301 *et seq.*

## Overlapping Indebtedness

The following table sets forth overlapping indebtedness as of September 24, 2025, and the percent attributable (on the basis of assessed valuation not including motor vehicle valuation) to the City:

<u>Taxing Jurisdiction</u>	<u>2024 Assessed Valuation</u>	<u>Outstanding General Obligation Indebtedness</u>	<u>Percent Applicable to The City</u>	<u>Amount Applicable to The City</u>
Sedgwick County	\$6,952,605,137	\$52,395,000	0.15%	\$ 78,505
U.S.D. No. 267	184,171,489	32,330,000	5.66%	<u>1,828,676</u>
TOTAL				<u>\$1,907,180</u>

Source: County Clerk

## DEBT STRUCTURE OF THE CITY

### Current Indebtedness of the City

The following table sets forth as of the issue date of the Bonds all of the outstanding obligations of the City, including the Bonds:

#### GENERAL OBLIGATION BONDS (As of September 24, 2025)

<u>Description of Indebtedness</u>	<u>Series</u>	<u>Maturity Date</u>	<u>Original Amount</u>	<u>Amount Outstanding</u>	<u>Amount Included in Debt Limit</u>
General Obligation Refunding & Improvement Bonds	2019	10/01/2028	\$ 695,000	\$ 325,000	\$167,956
General Obligation Refunding & Improvement Bonds	2021	10/01/2031	1,190,000	710,000	136,026
General Obligation Bonds	2024	10/01/2044	455,000	<u>455,000</u>	<u>258,387</u>
TOTAL				<u>\$1,490,000</u>	<u>\$562,370</u>

#### TEMPORARY NOTES (As of September 24, 2025)

<u>Description of Indebtedness</u>	<u>Series</u>	<u>Maturity Date</u>	<u>Original Amount</u>	<u>Amount Outstanding</u>	<u>Amount Included in Debt Limitation</u>
General Obligation Temporary Notes	2023A	10/01/2026	1,305,000	\$1,305,000	\$455,405

#### CERTIFICATES OF PARTICIPATION

As of September 24, 2025, the City had no certificates of participation outstanding.

#### REVENUE BONDS OUTSTANDING

As of September 24, 2025, the City had no revenue bonds outstanding.

#### CAPITAL LEASE OBLIGATIONS

As of September 24, 2025, the City had no capital lease obligations outstanding.

#### LOAN OBLIGATIONS

As of September 24, 2025, the City had no loans outstanding.

**PUBLIC BUILDING COMMISSION REVENUE BONDS OUTSTANDING**  
**(As of September 24, 2025)**

<b>Description of Indebtedness</b>	<b>Series</b>	<b>Maturity Date</b>	<b>Original Amount</b>	<b>Amount Outstanding</b>
Public Building Commission Revenue Bond Anticipation Bonds <sup>(1)</sup>	2025	10/01/2028	\$2,590,000	\$2,590,000

<sup>(1)</sup> This issue and subject to change.

**Debt Payment Record**

The City has never been delinquent in any payments of its debt agreements.

**Future Indebtedness**

Periodically, the City will complete issues that: 1) finance public infrastructure needs using temporary note financing and eventually bonded indebtedness; 2) lease small equipment and such leases may or may not have a purchase option in accordance with the terms of said lease; and 3) refinance or refund outstanding debt as needed when sufficient savings can be achieved. Other than the potential projects listed above, the City does not have any plans to issue additional debt at this time.

**ECONOMIC INFORMATION CONCERNING THE CITY**

**Population Trends**

The following table shows the approximate population of the Sedgwick County and the City in the years indicated:

<b>Year</b>	<b><u>Sedgwick County Population</u></b>	<b><u>City Population</u></b>
2024	536,081	987
2023	528,469	952
2022	525,525	943
2021	523,828	941
2020	523,824	948
2010	498,365	849

Source: State of Kansas – Division of Budget (2021-2024); U.S. Census Bureau (2010, 2020)

**Labor Force**

The following table sets forth labor force figures for Sedgwick County and the State of Kansas in the years indicated:

**SEDGWICK COUNTY**

<b><u>Average For Year</u></b>	<b><u>Total Labor Force</u></b>	<b><u>Employed</u></b>	<b><u>Unemployed</u></b>	<b><u>Unemployment Rate</u></b>
2024	273,618	262,880	10,738	3.9%
2023	258,378	250,765	7,613	2.9%
2022	255,813	247,806	8,007	3.1%
2021	255,086	243,391	11,695	4.6%
2020	257,217	234,769	22,448	8.7%



## STATE OF KANSAS

<u>Average For Year</u>	<u>Total Labor Force</u>	<u>Employed</u>	<u>Unemployed</u>	<u>Unemployment Rate</u>
2024	1,545,790	1,490,553	55,237	3.6%
2023	1,510,988	1,470,936	40,052	2.7%
2022	1,504,932	1,464,834	40,098	2.7%
2021	1,495,665	1,447,323	48,342	3.2%
2020	1,497,013	1,409,003	88,010	5.9%

Currently, the Kansas Department of Labor estimates an unemployment rate of 4.7% for the County and 4.4% for the State of Kansas for the month of July 2025.

Source: Kansas Statistical Abstract (2020 data); Kansas Department of Labor (2021 - 2024 data and July 2025 estimate)

### Retail Sales and Use Tax Collections

The following table lists the State of Kansas sales tax collections (excluding local sales tax) for the years indicated for Sedgwick County:

<u>Year</u>	<u>Sales and Use Tax Collections</u>	<u>Per Capita Sales and Use Tax</u>
2023	\$833,909,688	\$1,607.64
2022	846,942,027	1,531.27
2021	762,214,079	1,360.99
2020	666,114,395	1,271.20
2019	656,724,476	1,234.11

Source: Kansas Statistical Abstract

### Oil Production

The oil production (in number of barrels) for Sedgwick County for the years listed is indicated in the following table:

<u>Year</u>	<u>Oil Production</u>
2025 <sup>(1)</sup>	25,578
2024	79,237
2023	84,322
2022	91,176
2022	91,176

<sup>(1)</sup> Data as of April 2025

Source: Kansas Geological Survey

### Financial and Banking Institutions

There are currently 38 banks, with 155 different branch locations, located in Sedgwick County. During a five-year period, bank deposits of Sedgwick County's banks are as follows:

<u>Year</u>	<u>Total Bank Deposits</u> (thousands of dollars)
2024	\$18,679,979
2023	19,077,135
2022	17,990,588
2021	18,605,019
2020	16,661,846

Source: FDIC

## Personal Income Trends

The following table lists Sedgwick County's personal and per capita income and State of Kansas per capita income for the years indicated:

<u>Year</u>	<u>Sedgwick County Personal Income (\$000)</u>	<u>Sedgwick County Per Capita Income</u>	<u>State Per Capita Income</u>
2023	\$32,480,499	\$61,462	\$66,115
2022	31,411,750	59,772	60,424
2021	30,231,865	57,173	58,924
2020	29,400,927	56,550	56,099
2019	27,647,784	53,577	53,426

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Source: U.S. Bureau of Economic Analysis

***APPENDIX B***

**PROPOSED BUDGET FOR FISCAL YEAR 2024**

**AUDITED FINANCIAL STATEMENTS  
FISCAL YEAR ENDED DECEMBER 31, 2024**

**CITY OF GARDEN PLAIN FINANCIAL REPORTING ENTITY, KANSAS**

**FINANCIAL STATEMENT  
DECEMBER 31, 2024**



**CITY OF GARDEN PLAIN FINANCIAL REPORTING ENTITY  
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DECEMBER 31, 2024**

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## INDEPENDENT AUDITORS' REPORT

**Mayor and City Council  
City of Garden Plain, Kansas**

We have audited the accompanying fund summary statement of regulatory basis receipts, expenditures, and unencumbered cash balances of the **City of Garden Plain Financial Reporting Entity, Kansas**, as of and for the year ended **December 31, 2024**, and the related notes to the financial statement.

### **Adverse and Unmodified Opinions**

#### *Basis for Adverse Opinion on Accounting Principles Generally Accepted in the United States of America*

In our opinion, because of the significance of the matter discussed in the Basis for Adverse and Unmodified Opinions section of our report, the accompanying financial statement referred to above does not present fairly, in conformity with accounting principles generally accepted in the United States of America, the financial position of the **City of Garden Plain Financial Reporting Entity, Kansas**, or changes in financial position and cash flows thereof for the year then ended.

#### *Unmodified Opinion on Regulatory Basis of Accounting*

In our opinion, the accompanying financial statement referred to above presents fairly, in all material respects, the aggregate cash and unencumbered cash balance of the **City of Garden Plain Financial Reporting Entity, Kansas**, as of **December 31, 2024**, and the aggregate receipts and expenditures for the year then ended in accordance with the financial reporting provisions of the *Kansas Municipal Audit and Accounting Guide* described in Note 1.

### **Basis for Adverse and Unmodified Opinions**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the *Kansas Municipal Audit and Accounting Guide*. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statement section of the report. We are required to be independent of the **City of Garden Plain Financial Reporting Entity, Kansas**, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our adverse and unmodified audit opinions.

**Mayor and City Council  
City of Garden Plain, Kansas**

*Matter Giving Rise to Adverse Opinion on Accounting Principles Generally Accepted in the United State of America*

As discussed in Note 1 of the financial statement, the financial statement is prepared by the **City of Garden Plain Financial Reporting Entity, Kansas**, on the basis of the financial reporting provisions of the *Kansas Municipal Audit and Accounting Guide*, which is a basis of accounting other than accounting principles generally accepted in the United States of America. The effects on the financial statement of the variances between the regulatory basis of accounting described in Note 1 and accounting principles generally accepted in the United States of America, although not reasonably determinable, are presumed to be material.

**Responsibilities of Management for the Financial Statement**

Management is responsible for the preparation and fair presentation of this financial statement in accordance with the *Kansas Municipal Audit and Accounting Guide* as described in Note 1; this includes determining that the regulatory basis of accounting is an acceptable basis for the preparation of the financial statement in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statement that is free from material misstatement, whether due to fraud or error.

In preparing the financial statement, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the **City of Garden Plain Financial Reporting Entity, Kansas'** ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

**Auditors' Responsibilities for the Audit of the Financial Statement**

Our objectives are to obtain reasonable assurance about whether the financial statement as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statement.

In performing an audit in accordance with auditing standards generally accepted in the United States of America, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

**Mayor and City Council  
City of Garden Plain, Kansas**

- Identify and assess the risks of material misstatement of the financial statement, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statement.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the **City of Garden Plain Financial Reporting Entity, Kansas'** internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statement.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the **City of Garden Plain Financial Reporting Entity, Kansas'** ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

**Supplementary Information**

Our audit was conducted for the purpose of forming an opinion on the fund summary statement of regulatory basis receipts, expenditures, and unencumbered cash balances (basic financial statement) as a whole. The summary of regulatory basis expenditures-actual and budget, individual fund schedules of regulatory basis receipts and expenditures-actual and budget, individual fund schedules of regulatory basis receipts and expenditures-actual, and schedule of regulatory basis cash receipts and expenditures-capital projects (Regulatory-Required Supplementary Information as listed in the table of contents) are presented for purposes of additional analysis and are not a required part of the basic financial statement, however are required to be presented under the provisions of the *Kansas Municipal Audit and Accounting Guide*. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statement. The information has been subjected to the auditing procedures applied in the audit of the basic financial statement and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statement or to the basic financial statement itself, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the accompanying supplementary information is fairly stated in all material respects in relation to the financial statement as a whole, on the basis of accounting described in Note 1.

We also previously audited, in accordance with auditing standards generally accepted in the United State of America, the basic financial statement of the **City of Garden Plain Financial Reporting Entity, Kansas**, as of and for the year ended December 31, 2023, and have issued our report thereon dated March 29, 2024, which contained an unmodified opinion on the basic financial statement.



**Mayor and City Council  
City of Garden Plain, Kansas**

The 2023 basic financial statement and our accompanying report are not presented herein, but are available in electronic form from the web site of the Kansas Department of Administration at the following link: <https://admin.ks.gov/offices/oar/municipal-services>. The 2023 actual column (2023 comparative information) presented in the individual fund schedules of regulatory basis receipts and expenditures-actual and budget for the year ended December 31, 2023 (as listed in the table of contents) is presented for purposes of additional analysis and is not a required part of the basic financial statement. Such 2023 comparative information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the 2023 basic financial statement. The 2023 comparative information was subjected to the auditing procedures applied in the audit of the 2023 basic financial statement and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the 2023 basic financial statement or to the 2023 basic financial statement itself, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the 2023 comparative information is fairly stated in all material respects in relation to the basic financial statement as a whole for the year ended December 31, 2023, on the basis of accounting described in Note 1.

***BFR CPA, LLC***

BFR CPA, LLC  
March 18, 2025

**CITY OF GARDEN PLAIN FINANCIAL REPORTING ENTITY  
SUMMARY OF CASH RECEIPTS, EXPENDITURES,  
AND UNENCUMBERED CASH  
REGULATORY BASIS  
FOR THE YEAR ENDED DECEMBER 31, 2024**

Fund	Beginning Unencumbered Cash Balance	Prior Year Canceled Encumbrances	Cash Receipts	Expenditures	Ending Unencumbered Cash Balance	Add Encumbrances and Accounts Payable	Ending Cash Balance
Governmental							
General	\$ 148,172	\$ 0	\$ 954,974	\$ 940,456	\$ 162,690	\$ 51,938	\$ 214,628
Special Purpose Funds							
Special Streets and Highway	42,764	0	37,036	52,690	27,110	0	27,110
Parks and Recreation	21,288	0	9,939	1,566	29,661	0	29,661
Library	7,743	0	41,111	43,496	5,358	0	5,358
Law Enforcement Training	2,426	0	170	0	2,596	0	2,596
Capital Improvements	164,000	0	0	0	164,000	0	164,000
Land Bank	90,402	0	0	8,032	82,370	0	82,370
Equipment Reserve	5,667	0	15,747	0	21,414	0	21,414
ARPA	0	0	0	0	0	0	0
Kansas Fights Addiction	2,770	0	3,149	0	5,919	0	5,919
Local Sales Tax	303,299	0	143,509	398,141	48,667	0	48,667
Bond & Interest	135,936	0	107,889	115,055	128,770	0	128,770
Capital Projects	227,802	0	206	85,816	142,192	0	142,192
Business							
Solid Waste Utility	9,962	0	75,373	71,618	13,717	2,347	16,064
Gas Utility	102,456	0	318,374	374,490	46,340	31,777	78,117
Sewer Utility	141,330	0	326,871	350,575	117,626	14,245	131,871
Storm Water Utility	38,298	0	9,501	22,941	24,858	0	24,858
Water Utility	192,873	0	211,766	309,416	95,223	9,502	104,725
	<u>\$ 1,637,188</u>	<u>\$ 0</u>	<u>\$ 2,255,615</u>	<u>\$ 2,774,292</u>	<u>\$ 1,118,511</u>	<u>\$ 109,809</u>	<u>\$ 1,228,320</u>
Related Municipal Entity							
Garden Plain Community Library	<u>\$ 93,574</u>	<u>\$ 0</u>	<u>\$ 63,373</u>	<u>\$ 43,405</u>	<u>\$ 113,542</u>	<u>\$ 0</u>	<u>\$ 113,542</u>
Composition of Cash:				Checking			\$ 901,817
				Money Market			1,120
				Certificates of Deposit			296,144
				Investments			29,099
				Petty Cash			140
							<u>\$ 1,228,320</u>
				Related Municipal Entity-Checking			\$ 31,712
				Related Municipal Entity-Certificates of Deposit			81,830
							<u>\$ 113,542</u>

The notes to the financial statement are an integral part of this statement.

**CITY OF GARDEN PLAIN FINANCIAL REPORTING ENTITY  
NOTES TO FINANCIAL STATEMENT  
DECEMBER 31, 2024**

**Note 1 - Summary of Significant Accounting Policies:**

Financial Reporting Entity

The **City of Garden Plain** is a municipal corporation governed by an elected Mayor and five-member City Council. The regulatory financial statement presents the City of Garden Plain and its related municipal entity. The related municipal entity is included in the City's reporting entity because it was established to benefit the City and/or its constituents.

Garden Plain Community Library-Garden Plain Community Library oversees the operation of a community library. The library can sue and be sued, but acquisition of real property by the library must be approved by the City. The City levies taxes for the library. Bond issuances must be approved by the City.

The Garden Plain Community Library is presented as a discrete related municipal entity. A separate audited financial statement is not prepared by the related municipal entity.

Basis of Presentation – Fund Accounting

The accounts of the City are organized on the basis of funds, each of which is considered a separate accounting entity. The City has created several types of funds and a number of discrete funds within each fund type. Each fund is accounted for by a separate set of self-balancing accounts that comprise its assets, liabilities, fund balance, receipts and expenditures. The individual funds account for the governmental resources allocated to them for the purpose of carrying on specific activities in accordance with laws, regulations or other restrictions.

**KMAAG Regulatory Basis of Presentation Fund Definitions:**

**Governmental Funds**

**General Fund**-the chief operating fund. Used to account for all resources except those required to be accounted for in another fund.

**Special Purpose Funds**-used to account for the proceeds of specific tax levies and other specific regulatory receipt sources (other than Capital Project and tax levies for long-term debt) that are intended for specified purposes.

**Bond & Interest Fund**-used to account for the accumulation of resources, including tax levies, transfers from other funds and payment of general long-term debt.

**Capital Projects Fund**-used to account for the debt proceeds and other financial resources to be used for acquisition or construction of major capital facilities or equipment.

**Business Fund**-funds financed in whole or in part by fees charged to users of the goods or services (i.e. enterprise and internal service fund, etc.).

Regulatory Basis of Accounting and Departure from Accounting Principles Generally accepted in the United State of America

The KMAAG regulatory basis of accounting involves the recognition of cash, cash equivalents, marketable investments, and certain accounts payable and encumbrance obligations to arrive at a net unencumbered cash and investments balance on a regulatory basis for each fund, and the reporting of changes in unencumbered cash and investments of a fund resulting from the difference

**CITY OF GARDEN PLAIN FINANCIAL REPORTING ENTITY  
NOTES TO FINANCIAL STATEMENT  
DECEMBER 31, 2024**

in regulatory basis receipts and regulatory basis expenditures for the fiscal year. All recognized assets and liabilities are measured and reported at cost, unless they have been permanently impaired and have no future cash value or represent no future obligation against cash. The KMAAG regulatory basis does not recognize capital assets, long-term debt, accrued receivables and payables, or any other assets, liabilities or deferred inflows or outflows, other than those mentioned above.

The City has approved a resolution that is in compliance with K.S.A. 75-1120a(c), waiving the requirement for application of accounting principles generally accepted in the United States of America and allowing the municipality to use the regulatory basis of accounting.

**Budget and Tax Cycle**

Kansas statutes require that an annual operating budget be legally adopted for the general fund, special purpose funds (unless specifically exempted by statute), bond & interest funds, and business funds. Although directory rather than mandatory, the statutes provide for the following sequence and timetable in the adoption of the legal annual operating budget:

1. Preparation of the budget for the succeeding calendar year on or before August 1st.
2. Publication in local newspaper of the proposed budget and notice of public hearing on the budget on or before August 5th.
3. Public hearing on or before August 15th, but at least ten days after publication of notice of hearing.
4. Adoption of the final budget on or before August 25th.

If the municipality is holding a revenue neutral rate hearing, the budget timeline for the public hearing is adjusted to no sooner than August 20th and no later than September 20th, but at least ten days after all statutory notification and publication requirements have been met. Municipal budgets requiring a hearing to exceed the revenue neutral rate should be adopted on or before October 1st but may not be adopted prior to the revenue neutral rate hearing.

The statutes allow for the governing body to increase the originally adopted budget for previously unbudgeted increases in regulatory receipts other than ad valorem property taxes. To do this, a notice of public hearing to amend the budget must be published in the local newspaper. At least ten days after publication, the hearing may be held and the governing body may amend the budget at that time. There were no budget amendments for the year ended December 31, 2024.

The statutes permit transferring budgeted amounts between line items within an individual fund. However, such statutes prohibit expenditures in excess of the total amount of the adopted budget of expenditures of individual funds. Budget comparison schedules are presented for each fund showing actual receipts and expenditures compared to legally budgeted receipts and expenditures.

All legal annual operating budgets are prepared using the regulatory basis of accounting, in which regulatory receipts are recognized when cash is received and expenditures include disbursements, accounts payable, and encumbrances, with disbursements being adjusted for the prior year's accounts payable and encumbrances. Encumbrances are commitments by the City for future payments and are supported by a document evidencing the commitment, such as a purchase order or contract. Any unused budgeted expenditure authority lapses at year end.

**CITY OF GARDEN PLAIN FINANCIAL REPORTING ENTITY  
NOTES TO FINANCIAL STATEMENT  
DECEMBER 31, 2024**

A legal operating budget is not required for capital projects and the following special purpose funds:

Equipment Reserve Fund  
Kansas Fights Addiction Fund

ARPA Fund  
Local Sales Tax Fund

Spending in funds which are not subject to the legal annual operating budget requirement is controlled by federal regulations, other statutes, or by the use of internal spending limits established by the governing body.

**Special Assessments**

Projects financed in part by special assessments are financed through the issuance of general obligation bonds which are secured in full by the City and are retired from the City's bond & interest fund. Further, state statutes permit the levying of additional general ad valorem property taxes in the City's bond & interest fund to finance delinquent special assessments. Special assessment taxes are levied over a ten- or fifteen-year period and the annual installments are due and payable with annual ad valorem property taxes. The City may foreclose liens against property benefited by special assessments when delinquent assessments are two years in arrears.

**Note 2 - Compensated Absences:**

All permanent full-time employees are eligible for vacation and/or sick leave benefits in varying annual amounts depending on position and length of service.

It is the policy of the City to record vacation and sick leave benefits as expenditures when paid.

**Note 3 - Contingencies:**

**Grant Program**

The City participates in various federal and state grant programs. These grant programs are often subject to additional audits by agents of the granting agency, the purpose of which is to ensure compliance with the specific conditions of the grant. Any liability for reimbursement which may arise as a result of these audits cannot be reasonably determined at this time, although it is believed the amount, if any, would not be material.

**Risk Management**

The City is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The City carries commercial insurance for all risks of loss. Settled claims resulting from these risks have not exceeded commercial insurance coverage in any of the past three fiscal years.

**Note 4 - Deposits & Investments:**

As of December 31, 2024, the City had the following investments:

<u>Investment Type</u>	<u>Fair Value</u>	<u>Rating U.S.</u>
Kansas Municipal Investment Pool	\$ 29,099	S&P AA+AF/SLT

K.S.A. 9-1401 establishes the depositories which may be used by the City. The statute requires banks eligible to hold the City's funds have a main or branch bank in the county in which the City is



**CITY OF GARDEN PLAIN FINANCIAL REPORTING ENTITY  
NOTES TO FINANCIAL STATEMENT  
DECEMBER 31, 2024**

located, or in an adjoining county if such institution has been designated as an official depository, and the banks provide an acceptable rate of return on funds. In addition, K.S.A. 9-1402 requires the banks to pledge securities for deposits in excess of FDIC coverage. The City has no other policies that would further limit interest rate risk.

K.S.A. 12-1675 limits the City's investment of idle funds to time deposits, open accounts, and certificates of deposit with allowable financial institutions; U.S. government securities; temporary notes; no-fund warrants; repurchase agreements; and the Kansas Municipal Investment Pool. The City has no investment policy that would further limit its investment choices. The rating of the City's investments is noted above.

*Concentration of credit risk.* State statutes place no limit on the amount the City may invest in any one issuer as long as the investments are adequately secured under K.S.A. 9-1402 and 9-1405. The City's allocation of investments as of December 31, 2024, is as follows:

Investment Type	Percentage of Investments
Kansas Municipal Investment Pool	100%

*Custodial credit risk – deposits.* Custodial credit risk is the risk that in the event of a bank failure, the City's deposits may not be returned to it. State statutes require the City's deposits in financial institutions to be entirely covered by federal depository insurance or by collateral held under a joint custody receipt issued by a bank within the State of Kansas, the Federal Reserve Bank of Kansas City, or the Federal Home Loan Bank of Topeka, except during designated "peak periods" when required coverage is 50%. All deposits were legally secured at December 31, 2024.

At December 31, 2024, the City's carrying amount of deposits, including the related municipal entity was \$1,312,623 and the bank balance was \$1,313,356. The bank balance is held by one bank resulting in a concentration of credit risk. Of the bank balance, \$367,654 was covered by federal depository insurance, and the remaining \$945,702 was collateralized with securities held by the pledging financial institution's agent in the City's name.

*Custodial credit risk – investments.* For an investment, this is the risk that, in the event of the failure of the issuer or counterparty, the City will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. State statutes require investments to be adequately secured.

At December 31, 2024, the City invested \$29,099 in the State's municipal investment pool. The municipal investment pool is under the oversight of the Pooled Money Investment Board. The board is comprised of the State Treasurer and four additional members appointed by the State Governor. The board reports annually to the Kansas legislature. State pooled monies may be invested in direct obligations of, or obligations that are insured as to principal and interest, by the U.S. government or any agency thereof, with maturities up to four years. No more than ten percent of those funds may be invested in mortgage-backed securities. In addition, the State pool may invest in repurchase agreements with Kansas banks or with primary government securities dealers.

**CITY OF GARDEN PLAIN FINANCIAL REPORTING ENTITY  
NOTES TO FINANCIAL STATEMENT  
DECEMBER 31, 2024**

**Note 5 - Deferred Compensation Plan:**

The City offers its employees a deferred compensation plan created in accordance with Internal Revenue Code Section 457. The plan, which is in conjunction with a plan established by the State of Kansas, is available to all City employees and permits them to defer a portion of their salary until future years. The deferred compensation is not available to employees until termination, retirement, death, or unforeseeable emergency.

All amounts of compensation deferred under the plan, all property and rights purchased with those amounts, and all income attributable to those amounts, property, or rights are (until paid or made available to the employee or beneficiary) the property and rights of the State (without being restricted to the provision of benefits under the plan), subject only to the claims of the State's general creditors. Participants' rights under the plan are equal to those of general creditors of the State in an amount equal to the fair market value of the deferred account for each participant.

**Note 6 - Post Employment Benefits:**

As provided by K.S.A. 12-5040, the City allows retirees to participate in the group health insurance plan. While each retiree pays the full amount of the applicable premium, conceptually, the City is subsidizing the retirees because each participant is charged a level of premium regardless of age. However, the cost of this subsidy has not been quantified in the financial statement.

Under the Consolidated Omnibus Budget Reconciliation Act (COBRA), the City makes health care benefits available to eligible former employees and eligible dependents. Certain requirements are outlined by the federal government for this coverage. The premium is paid in full by the insured.

The City did not provide any significant post employment benefits for former employees at December 31, 2024.

**Note 7 - Other Post Employment Benefits**

*Death and Disability Other Post Employment Benefits.* As provided by K.S.A. 74-4927, disabled members in the Kansas Public Employees Retirement System (KPERS) receive long-term disability benefits and life insurance benefits. The plan is administered through a trust held by KPERS that is funded to pay annual benefit payments. The employer contribution rate is set at 1% for the year ended December 31, 2024.

**Note 8 - Capital Project:**

Capital project authorizations with approved change orders compared with expenditures from inception are as follows:

	Project Authorization	Expenditures to Date
Trail Ridge	<u>\$ 508,393</u>	<u>\$ 479,260</u>
Bentwood Addition	<u>\$ 1,299,072</u>	<u>\$ 1,196,793</u>

**CITY OF GARDEN PLAIN FINANCIAL REPORTING ENTITY**  
**NOTES TO FINANCIAL STATEMENT**  
**DECEMBER 31, 2024**

**Note 9 - Defined Benefit Pension Plan:**

Plan Description

The City participates in the Kansas Public Employees Retirement System (KPERS), a cost-sharing, multiple-employer defined benefit pension plan as provided by K.S.A. 74-4901, et. seq. Kansas law establishes and amends benefit provisions. KPERS issues a publicly available financial report that includes financial statements and required supplementary information. KPERS' financial statements are included in its Comprehensive Annual Financial Report which can be found on the KPERS website at [www.kpers.org](http://www.kpers.org) or by writing to KPERS (611 S Kansas, Suite 100, Topeka, KS 66603) or by calling 1-888-275-5737.

Contributions

K.S.A. 74-4919 and K.S.A. 74-49,210 establish the KPERS member-employee contribution rates. KPERS has multiple benefit structures and contribution rates depending on whether the employee is a KPERS 1, KPERS 2 or KPERS 3 member. KPERS 1 members are active and contributing members hired before July 1, 2009. KPERS 2 members were first employed in a covered position on or after July 1, 2009 and KPERS 3 members were first employed in a covered position on or after January 1, 2015. Effective January 1, 2015, Kansas law established the KPERS member-employee contribution rate at 6% of covered salary for KPERS 1, KPERS 2 and KPERS 3 members. Member contributions are withheld by their employer and paid to KPERS according to the provisions of Section 414(h) of the Internal Revenue Code.

State law provides that the employer contribution rates for KPERS 1, KPERS 2 and KPERS 3 be determined based on the results of each annual actuarial valuation. Kansas law sets a limitation on annual increases in the employer contribution rates. The actuarially determined employer contribution rate (not including the 1% contribution rate for the Death and Disability Program) and the statutory contribution rate was 9.26% for the fiscal year ended December 31, 2024. Contributions to the pension plan from the City were \$51,194 for the year ended December 31, 2024.

Net Pension Liability

At December 31, 2024, the City's proportionate share of the collective net pension liability reported by KPERS was \$538,280. The net pension liability was measured as of June 30, 2024, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of December 31, 2023, which was rolled forward to June 30, 2024. The City's proportion of the net pension liability was based on the ratio of the City's contributions to KPERS, relative to the total employer and non-employer contributions of the Local subgroup within KPERS. Since the KMAAG regulatory basis of accounting does not recognize long-term debt, this liability is not reported in this financial statement.

The complete actuarial valuation report including all actuarial assumptions and methods, and the report on the allocation of the KPERS collective net pension liability to all participating employers are publicly available on the website at [www.kpers.org](http://www.kpers.org) or can be obtained as described above.



**CITY OF GARDEN PLAIN FINANCIAL REPORTING ENTITY  
NOTES TO FINANCIAL STATEMENT  
DECEMBER 31, 2024**

**Note 10 - Reimbursed Expenditures:**

The City records reimbursable expenditures in the fund that makes the disbursement and records reimbursements as a receipt to the fund that receives the reimbursement. For purposes of budgetary comparisons, the expenditures are properly offset by the reimbursements under the KMAAG regulatory basis of accounting.

**Note 11 - Subsequent Events:**

The City has evaluated subsequent events through March 18, 2025, the date which the financial statement was available to be issued.

**Note 12 - Long-Term Debt:**

Principal payments are due annually for general obligation bonds and the temporary note on October 1st. Interest payments are due semi-annually on April 1st and October 1st.

Terms for long-term liabilities for the City for the year ended December 31, 2024, were as follows:

Issue	Interest Rate	Date of Issue	Amount of Issue	Date of Final Maturity
General Obligation Bonds				
2019 Series	1.875 - 3.000	8/22/2019	\$ 695,000	10/1/2028
2021 Series	1.00 - 3.00	1/27/2021	\$ 1,115,000	10/1/2031
2024 Series	3.15 - 4.00	8/27/2024	\$ 455,000	10/1/2044
Temporary Notes				
2022A Series	1.25	2/18/2022	\$ 470,000	9/1/2025
2023A Series	3.10	4/21/2023	\$ 1,305,000	10/1/2026

**CITY OF GARDEN PLAIN FINANCIAL REPORTING ENTITY  
NOTES TO FINANCIAL STATEMENT  
DECEMBER 31, 2024**

Changes in long-term liabilities for the City for the year ended December 31, 2024, were as follows:

Issue	Balance Beginning of Year	Additions	Reductions/ Payments	Balance End of Year	Interest Paid
<b>General Obligation Bonds</b>					
2019 Series	\$ 400,000	\$ 0	\$ 75,000	\$ 325,000	\$ 8,550
2021 Series	805,000	0	95,000	710,000	16,505
2024 Series	0	455,000	0	455,000	0
	<u>1,205,000</u>	<u>455,000</u>	<u>170,000</u>	<u>1,490,000</u>	<u>25,055</u>
<b>Temporary Notes</b>					
2022A Series	470,000	0	470,000	0	5,875
2022A Series	1,305,000	0	0	1,305,000	40,455
	<u>1,775,000</u>	<u>0</u>	<u>470,000</u>	<u>1,305,000</u>	<u>46,330</u>
	<u>\$ 2,980,000</u>	<u>\$ 455,000</u>	<u>\$ 640,000</u>	<u>\$ 2,795,000</u>	<u>\$ 71,385</u>

Current maturities of long-term debt and interest for the next five years and in five-year increments through maturity are as follows:

	Principal			Interest			
	General Obligation Bonds	Temporary Notes	Total Principal	General Obligation Bonds	Temporary Notes	Total Interest	Total Principal and Interest
2025	\$ 195,000	\$ 0	\$ 195,000	\$ 38,303	\$ 40,455	\$ 78,758	\$ 273,758
2026	200,000	1,305,000	1,505,000	31,747	40,455	72,202	1,577,202
2027	205,000	0	205,000	26,625	0	26,625	231,625
2028	210,000	0	210,000	21,253	0	21,253	231,253
2029	125,000	0	125,000	17,980	0	17,980	142,980
2030 - 2034	280,000	0	280,000	67,430	0	67,430	347,430
2035 - 2039	120,000	0	120,000	45,438	0	45,438	165,438
2040 - 2044	155,000	0	155,000	19,000	0	19,000	174,000
	<u>\$ 1,490,000</u>	<u>\$ 1,305,000</u>	<u>\$ 2,795,000</u>	<u>\$ 267,776</u>	<u>\$ 80,910</u>	<u>\$ 348,686</u>	<u>\$ 3,143,686</u>

**REGULATORY-REQUIRED  
SUPPLEMENTARY INFORMATION**

**CITY OF GARDEN PLAIN FINANCIAL REPORTING ENTITY  
SUMMARY OF EXPENDITURES - ACTUAL AND BUDGET  
REGULATORY BASIS  
FOR THE YEAR ENDED DECEMBER 31, 2024**

Fund	Certified Budget	Adjustment for Qualifying Budget Credits	Total Budget for Comparison	Expenditures Chargeable to Current Year	Variance - Over (Under)
Governmental					
General	\$ 1,393,587	\$ 0	\$ 1,393,587	\$ 940,456	\$ (453,131)
Special Purpose Funds					
Special Streets and Highway	57,526	0	57,526	52,690	(4,836)
Parks and Recreation	25,015	0	25,015	1,566	(23,449)
Library	47,985	0	47,985	43,496	(4,489)
Law Enforcement Training	2,458	0	2,458	0	(2,458)
Capital Improvements	376,800	0	376,800	0	(376,800)
Land Bank	590,402	0	590,402	8,032	(582,370)
Equipment Reserve	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	0	XXXXXXXXXX
ARPA	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	0	XXXXXXXXXX
Kansas Fights Addiction	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	0	XXXXXXXXXX
Local Sales Tax	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	398,141	XXXXXXXXXX
Bond & Interest	230,110	0	230,110	115,055	(115,055)
Capital Projects	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	85,816	XXXXXXXXXX
Business					
Solid Waste Utility	81,988	0	81,988	71,618	(10,370)
Gas Utility	431,772	0	431,772	374,490	(57,282)
Sewer Utility	378,350	0	378,350	350,575	(27,775)
Storm Water Utility	47,248	0	47,248	22,941	(24,307)
Water Utility	335,371	0	335,371	309,416	(25,955)
	<u>\$ 3,998,612</u>	<u>\$ 0</u>	<u>\$ 3,998,612</u>	<u>\$ 2,774,292</u>	<u>\$ (1,708,277)</u>
Related Municipal Entity					
Garden Plain Community Library	<u>XXXXXXXXXX</u>	<u>\$ 0</u>	<u>XXXXXXXXXX</u>	<u>\$ 43,405</u>	<u>XXXXXXXXXX</u>

**CITY OF GARDEN PLAIN FINANCIAL REPORTING ENTITY**  
**SCHEDULE OF CASH RECEIPTS AND EXPENDITURES -**  
**ACTUAL AND BUDGET**  
**REGULATORY BASIS**  
**FOR THE YEAR ENDED DECEMBER 31, 2024**  
**(With Comparative Actual Totals for the Prior Year Ended December 31, 2023)**

<u>General Fund</u>	<u>Current Year</u>			<u>Variance - Over (Under)</u>
	<u>Prior Year Actual</u>	<u>Actual</u>	<u>Budget</u>	
<b>Cash Receipts</b>				
Ad Valorem Tax	\$ 392,413	\$ 448,226	\$ 452,671	\$ (4,445)
Delinquent Tax	2,291	(5,601)	2,000	(7,601)
Motor Vehicle Tax	42,502	49,431	45,170	4,261
Local Alcoholic Liquor Tax	8,486	9,939	6,146	3,793
Sales Tax	148,629	243,061	374,000	(130,939)
Franchise Fees	58,033	60,389	54,297	6,092
Permits and Licenses	15,193	36,707	7,500	29,207
Fines, Forfeitures, and Penalties	7,640	7,939	5,500	2,439
Rent	17,704	21,805	18,195	3,610
Interest	77,238	69,568	25,000	44,568
Miscellaneous	102,616	13,510	0	13,510
Transfers	12,000	0	5,000	(5,000)
	<u>884,745</u>	<u>954,974</u>	<u>\$ 995,479</u>	<u>\$ (40,505)</u>
<b>Expenditures</b>				
General Administration	507,333	594,346	\$ 875,620	\$ (281,274)
Park	14,820	26,465	11,251	15,214
Police	259,306	265,422	347,357	(81,935)
Street Lights	13,633	14,173	15,000	(827)
Special Law & Fire	38,973	40,050	44,359	(4,309)
Transfers	164,000	0	100,000	(100,000)
	<u>998,065</u>	<u>940,456</u>	<u>\$ 1,393,587</u>	<u>\$ (453,131)</u>
Receipts Over (Under) Expenditures	(113,320)	14,518		
Unencumbered Cash, Beginning	261,492	148,172		
Prior Year Canceled Encumbrances	<u>0</u>	<u>0</u>		
Unencumbered Cash, Ending	<u>\$ 148,172</u>	<u>\$ 162,690</u>		

**CITY OF GARDEN PLAIN FINANCIAL REPORTING ENTITY**  
**SCHEDULE OF CASH RECEIPTS AND EXPENDITURES -**  
**ACTUAL AND BUDGET**  
**REGULATORY BASIS**  
**FOR THE YEAR ENDED DECEMBER 31, 2024**  
**(With Comparative Actual Totals for the Prior Year Ended December 31, 2023)**

<u>Special Streets and Highway Fund</u>	<u>Current Year</u>			Variance - Over (Under)
	Prior Year Actual	Actual	Budget	
Cash Receipts				
County Gas Tax	\$ 11,222	\$ 11,276	\$ 10,830	\$ 446
State Gas Tax	25,476	25,760	24,600	1,160
	<u>36,698</u>	<u>37,036</u>	<u>\$ 35,430</u>	<u>\$ 1,606</u>
Expenditures				
Contractual Services	0	4,195	\$ 0	\$ 4,195
Equipment & Supplies	650	1,664	0	1,664
Capital Outlay	19,192	46,831	57,526	(10,695)
	<u>19,842</u>	<u>52,690</u>	<u>\$ 57,526</u>	<u>\$ (4,836)</u>
Receipts Over (Under) Expenditures	16,856	(15,654)		
Unencumbered Cash, Beginning	25,908	42,764		
Prior Year Canceled Encumbrances	<u>0</u>	<u>0</u>		
Unencumbered Cash, Ending	<u>\$ 42,764</u>	<u>\$ 27,110</u>		

**CITY OF GARDEN PLAIN FINANCIAL REPORTING ENTITY**  
**SCHEDULE OF CASH RECEIPTS AND EXPENDITURES -**  
**ACTUAL AND BUDGET**  
**REGULATORY BASIS**  
**FOR THE YEAR ENDED DECEMBER 31, 2024**  
**(With Comparative Actual Totals for the Prior Year Ended December 31, 2023)**

<u>Parks and Recreation Fund</u>	Prior Year	<u>Current Year</u>		Variance -
	<u>Actual</u>	<u>Actual</u>	<u>Budget</u>	<u>Over (Under)</u>
Cash Receipts				
Local Alcohol Liquor Tax	\$ 8,486	\$ 9,939	\$ 6,146	\$ 3,793
	<u>8,486</u>	<u>9,939</u>	<u>6,146</u>	<u>3,793</u>
Expenditures				
Capital Outlay	0	1,566	\$ 25,015	\$ (23,449)
	<u>0</u>	<u>1,566</u>	<u>\$ 25,015</u>	<u>\$ (23,449)</u>
Receipts Over (Under) Expenditures	8,486	8,373		
Unencumbered Cash, Beginning	12,802	21,288		
Prior Year Canceled Encumbrances	<u>0</u>	<u>0</u>		
Unencumbered Cash, Ending	<u>\$ 21,288</u>	<u>\$ 29,661</u>		

**CITY OF GARDEN PLAIN FINANCIAL REPORTING ENTITY**  
**SCHEDULE OF CASH RECEIPTS AND EXPENDITURES -**  
**ACTUAL AND BUDGET**  
**REGULATORY BASIS**  
**FOR THE YEAR ENDED DECEMBER 31, 2024**  
**(With Comparative Actual Totals for the Prior Year Ended December 31, 2023)**

<u>Library Fund</u>	Prior Year Actual	Current Year		Variance - Over (Under)
		Actual	Budget	
Cash Receipts				
Ad Valorem Tax	\$ 33,565	\$ 37,063	\$ 37,437	\$ (374)
Delinquent Tax	246	(507)	0	(507)
Motor Vehicle Tax	4,374	4,270	3,863	407
Payroll Reimbursement	265	265	0	265
Miscellaneous	60	20	0	20
	<u>38,510</u>	<u>41,111</u>	<u>\$ 41,300</u>	<u>\$ (189)</u>
Expenditures				
To Garden Plain Library	20,000	20,000	\$ 26,750	\$ (6,750)
Librarian Salary	11,873	19,045	16,000	3,045
Payroll Costs	908	1,457	1,224	233
Reimbursed Expenses	3,741	2,994	4,011	(1,017)
	<u>36,522</u>	<u>43,496</u>	<u>\$ 47,985</u>	<u>\$ (4,489)</u>
Receipts Over (Under) Expenditures	1,988	(2,385)		
Unencumbered Cash, Beginning	5,755	7,743		
Prior Year Canceled Encumbrances	<u>0</u>	<u>0</u>		
Unencumbered Cash, Ending	<u>\$ 7,743</u>	<u>\$ 5,358</u>		



**CITY OF GARDEN PLAIN FINANCIAL REPORTING ENTITY**  
**SCHEDULE OF CASH RECEIPTS AND EXPENDITURES -**  
**ACTUAL AND BUDGET**  
**REGULATORY BASIS**  
**FOR THE YEAR ENDED DECEMBER 31, 2024**  
**(With Comparative Actual Totals for the Prior Year Ended December 31, 2023)**

<u>Law Enforcement Training Fund</u>	Prior Year	Current Year		Variance -
	Actual	Actual	Budget	Over (Under)
Cash Receipts				
Court Costs	\$ 207	\$ 170	\$ 150	\$ 20
	<u>207</u>	<u>170</u>	<u>\$ 150</u>	<u>\$ 20</u>
Expenditures				
Police Officer Training	39	0	\$ 2,458	\$ (2,458)
	<u>39</u>	<u>0</u>	<u>\$ 2,458</u>	<u>\$ (2,458)</u>
Receipts Over (Under) Expenditures	168	170		
Unencumbered Cash, Beginning	2,258	2,426		
Prior Year Canceled Encumbrances	<u>0</u>	<u>0</u>		
Unencumbered Cash, Ending	<u>\$ 2,426</u>	<u>\$ 2,596</u>		

**CITY OF GARDEN PLAIN FINANCIAL REPORTING ENTITY  
SCHEDULE OF CASH RECEIPTS AND EXPENDITURES -  
ACTUAL AND BUDGET  
REGULATORY BASIS  
FOR THE YEAR ENDED DECEMBER 31, 2024  
(With Comparative Actual Totals for the Prior Year Ended December 31, 2023)**

<u>Capital Improvements Fund</u>	<u>Current Year</u>		<u>Variance - Over (Under)</u>
	<u>Prior Year Actual</u>	<u>Actual      Budget</u>	
Cash Receipts			
Transfers	<u>\$   164,000</u>	<u>\$       0      \$   376,800</u>	<u>\$   (376,800)</u>
	<u>164,000</u>	<u>\$   376,800</u>	<u>\$   (376,800)</u>
Expenditures			
Capital Outlay	<u>0</u>	<u>0      \$   376,800</u>	<u>\$   (376,800)</u>
	<u>0</u>	<u>\$   376,800</u>	<u>\$   (376,800)</u>
Receipts Over (Under) Expenditures	164,000	0	
Unencumbered Cash, Beginning	0	164,000	
Prior Year Canceled Encumbrances	<u>0</u>	<u>0</u>	
Unencumbered Cash, Ending	<u>\$   164,000</u>	<u>\$   164,000</u>	

**CITY OF GARDEN PLAIN FINANCIAL REPORTING ENTITY**  
**SCHEDULE OF CASH RECEIPTS AND EXPENDITURES -**  
**ACTUAL AND BUDGET**  
**REGULATORY BASIS**  
**FOR THE YEAR ENDED DECEMBER 31, 2024**  
**(With Comparative Actual Totals for the Prior Year Ended December 31, 2023)**

<u>Land Bank Fund</u>	Prior Year Actual	Current Year		Variance - Over (Under)
		Actual	Budget	
Cash Receipts				
Sale of Land	\$ 0	\$ 0	\$ 500,000	\$ (500,000)
	<u>0</u>	<u>0</u>	<u>\$ 500,000</u>	<u>\$ (500,000)</u>
Expenditures				
Repayment of Specials	0	8,032	\$ 590,402	\$ (582,370)
Transfers	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>0</u>	<u>8,032</u>	<u>\$ 590,402</u>	<u>\$ (582,370)</u>
Receipts Over (Under) Expenditures	0	(8,032)		
Unencumbered Cash, Beginning	90,402	90,402		
Prior Year Canceled Encumbrances	<u>0</u>	<u>0</u>		
Unencumbered Cash, Ending	<u>\$ 90,402</u>	<u>\$ 82,370</u>		

**CITY OF GARDEN PLAIN FINANCIAL REPORTING ENTITY  
SCHEDULE OF CASH RECEIPTS AND EXPENDITURES - ACTUAL  
REGULATORY BASIS  
FOR THE YEAR ENDED DECEMBER 31, 2024  
(With Comparative Actual Totals for the Prior Year Ended December 31, 2023)**

Equipment Reserve Fund

	Prior Year Actual	Current Year Actual
Cash Receipts		
Miscellaneous	\$ 0	\$ 15,747
	<u>0</u>	<u>15,747</u>
Expenditures		
Capital Outlay	<u>0</u>	<u>0</u>
	<u>0</u>	<u>0</u>
Receipts Over (Under) Expenditures	0	15,747
Unencumbered Cash, Beginning	5,667	5,667
Prior Year Canceled Encumbrances	<u>0</u>	<u>0</u>
Unencumbered Cash, Ending	<u>\$ 5,667</u>	<u>\$ 21,414</u>

**CITY OF GARDEN PLAIN FINANCIAL REPORTING ENTITY  
SCHEDULE OF CASH RECEIPTS AND EXPENDITURES - ACTUAL  
REGULATORY BASIS  
FOR THE YEAR ENDED DECEMBER 31, 2024  
(With Comparative Actual Totals for the Prior Year Ended December 31, 2023)**

ARPA Fund

	Prior Year Actual	Current Year Actual
Cash Receipts		
Miscellaneous	\$ 0	\$ 0
	<u>0</u>	<u>0</u>
Expenditures		
Capital Outlay	<u>80,328</u>	<u>0</u>
	<u>80,328</u>	<u>0</u>
Receipts Over (Under) Expenditures	(80,328)	0
Unencumbered Cash, Beginning	80,328	0
Prior Year Canceled Encumbrances	<u>0</u>	<u>0</u>
Unencumbered Cash, Ending	<u>\$ 0</u>	<u>\$ 0</u>

**CITY OF GARDEN PLAIN FINANCIAL REPORTING ENTITY**  
**SCHEDULE OF CASH RECEIPTS AND EXPENDITURES - ACTUAL**  
**REGULATORY BASIS**  
**FOR THE YEAR ENDED DECEMBER 31, 2024**  
**(With Comparative Actual Totals for the Prior Year Ended December 31, 2023)**

<u>Kansas Fights Addiction Fund</u>			
		Prior Year Actual	Current Year Actual
Cash Receipts			
Miscellaneous		\$ 2,546	\$ 3,149
		<u>2,546</u>	<u>3,149</u>
Expenditures			
Capital Outlay		<u>0</u>	<u>0</u>
		<u>0</u>	<u>0</u>
Receipts Over (Under) Expenditures		2,546	3,149
Unencumbered Cash, Beginning		224	2,770
Prior Year Canceled Encumbrances		<u>0</u>	<u>0</u>
Unencumbered Cash, Ending		<u>\$ 2,770</u>	<u>\$ 5,919</u>

**CITY OF GARDEN PLAIN FINANCIAL REPORTING ENTITY**  
**SCHEDULE OF CASH RECEIPTS AND EXPENDITURES - ACTUAL**  
**REGULATORY BASIS**  
**FOR THE YEAR ENDED DECEMBER 31, 2024**  
**(With Comparative Actual Totals for the Prior Year Ended December 31, 2023)**

<u>Local Sales Tax Fund</u>			
		Prior Year Actual	Current Year Actual
Cash Receipts			
Sales Tax		\$ 352,798	\$ 143,509
		<u>352,798</u>	<u>143,509</u>
Expenditures			
Capital Outlay		<u>49,499</u>	<u>398,141</u>
		<u>49,499</u>	<u>398,141</u>
Receipts Over (Under) Expenditures		303,299	(254,632)
Unencumbered Cash, Beginning		0	303,299
Prior Year Canceled Encumbrances		<u>0</u>	<u>0</u>
Unencumbered Cash, Ending		<u>\$ 303,299</u>	<u>\$ 48,667</u>

**CITY OF GARDEN PLAIN FINANCIAL REPORTING ENTITY**  
**SCHEDULE OF CASH RECEIPTS AND EXPENDITURES -**  
**ACTUAL AND BUDGET**  
**REGULATORY BASIS**  
**FOR THE YEAR ENDED DECEMBER 31, 2024**  
**(With Comparative Actual Totals for the Prior Year Ended December 31, 2023)**

<u>Bond &amp; Interest Fund</u>	<u>Current Year</u>			Variance - Over (Under)
	Prior Year Actual	Actual	Budget	
Cash Receipts				
Ad Valorem Tax	\$ 71,862	\$ 63,345	\$ 63,999	\$ (654)
Delinquent Tax	17,994	9,509	0	9,509
Motor Vehicle Tax	1,008	(1,374)	8,272	(9,646)
Special Assessments	54,269	36,409	38,195	(1,786)
	<u>145,133</u>	<u>107,889</u>	<u>\$ 110,466</u>	<u>\$ (2,577)</u>
Expenditures				
Principal	90,000	90,000	\$ 90,000	\$ 0
Interest	30,155	25,055	25,055	0
Cash Basis Reserve	0	0	115,055	(115,055)
	<u>120,155</u>	<u>115,055</u>	<u>\$ 230,110</u>	<u>\$ (115,055)</u>
Receipts Over (Under) Expenditures	24,978	(7,166)		
Unencumbered Cash, Beginning	110,958	135,936		
Prior Year Canceled Encumbrances	<u>0</u>	<u>0</u>		
Unencumbered Cash, Ending	<u>\$ 135,936</u>	<u>\$ 128,770</u>		



**CITY OF GARDEN PLAIN FINANCIAL REPORTING ENTITY**  
**SCHEDULE OF CASH RECEIPTS AND EXPENDITURES - CAPITAL PROJECTS**  
**REGULATORY BASIS**  
**FOR THE YEAR ENDED DECEMBER 31, 2024**  
**(With Comparative Actual Totals for the Prior Year Ended December 31, 2023)**

	Prior Year <u>Actual</u>	Current Year <u>Actual</u>
Cash Receipts		
Temporary Note Proceeds	\$ 1,298,867	\$ 0
Interest	233	206
Miscellaneous	<u>11,053</u>	<u>0</u>
	<u>1,310,153</u>	<u>206</u>
Expenditures		
Construction Costs	1,097,874	0
Costs of Issuance	15,460	17,798
Principal	0	24,626
Interest Expense	<u>23,855</u>	<u>43,392</u>
	<u>1,137,189</u>	<u>85,816</u>
Receipts Over (Under) Expenditures	172,964	(85,610)
Unencumbered Cash, Beginning	54,838	227,802
Prior Year Canceled Encumbrances	<u>0</u>	<u>0</u>
Unencumbered Cash, Ending	<u>\$ 227,802</u>	<u>\$ 142,192</u>

**CITY OF GARDEN PLAIN FINANCIAL REPORTING ENTITY**  
**SCHEDULE OF CASH RECEIPTS AND EXPENDITURES -**  
**ACTUAL AND BUDGET**  
**REGULATORY BASIS**  
**FOR THE YEAR ENDED DECEMBER 31, 2024**  
**(With Comparative Actual Totals for the Prior Year Ended December 31, 2023)**

<u>Solid Waste Utility Fund</u>	<u>Current Year</u>			Variance - Over (Under)
	Prior Year Actual	Actual	Budget	
Cash Receipts				
Sales Charges	\$ 67,220	\$ 75,021	\$ 70,000	\$ 5,021
Penalties	294	352	200	152
	<u>67,514</u>	<u>75,373</u>	<u>\$ 70,200</u>	<u>\$ 5,173</u>
Expenditures				
Professional Services	62,275	71,618	\$ 76,988	\$ (5,370)
Transfers	12,000	0	5,000	(5,000)
	<u>74,275</u>	<u>71,618</u>	<u>\$ 81,988</u>	<u>\$ (10,370)</u>
Receipts Over (Under) Expenditures	(6,761)	3,755		
Unencumbered Cash, Beginning	16,723	9,962		
Prior Year Canceled Encumbrances	<u>0</u>	<u>0</u>		
Unencumbered Cash, Ending	<u>\$ 9,962</u>	<u>\$ 13,717</u>		

**CITY OF GARDEN PLAIN FINANCIAL REPORTING ENTITY**  
**SCHEDULE OF CASH RECEIPTS AND EXPENDITURES -**  
**ACTUAL AND BUDGET**  
**REGULATORY BASIS**  
**FOR THE YEAR ENDED DECEMBER 31, 2024**  
**(With Comparative Actual Totals for the Prior Year Ended December 31, 2023)**

<u>Gas Utility Fund</u>	Prior Year Actual	Current Year		Variance - Over (Under)
		Actual	Budget	
<b>Cash Receipts</b>				
Sales Charges	\$ 335,581	\$ 278,060	\$ 400,000	\$ (121,940)
Hook Up Charges	35,075	31,400	25,000	6,400
Penalties	1,544	914	1,500	(586)
Miscellaneous	838	8,000	0	8,000
	<u>373,038</u>	<u>318,374</u>	<u>\$ 426,500</u>	<u>\$ (108,126)</u>
<b>Expenditures</b>				
Personnel Services	62,652	79,304	\$ 59,500	\$ 19,804
Contractual and Gas Purchases	149,935	191,078	311,775	(120,697)
Capital Outlay	0	0	969	(969)
Equipment & Supplies	30,616	49,410	16,025	33,385
Utilities	2,166	2,408	2,315	93
Professional Development	2,576	1,778	1,200	578
Miscellaneous	604	3,170	400	2,770
Vehicle Expense	3,331	12,659	2,025	10,634
Payroll Expenses	34,449	32,883	35,763	(2,880)
Rent	1,800	1,800	1,800	0
	<u>288,129</u>	<u>374,490</u>	<u>\$ 431,772</u>	<u>\$ (57,282)</u>
Receipts Over (Under) Expenditures	84,909	(56,116)		
Unencumbered Cash, Beginning	17,547	102,456		
Prior Year Canceled Encumbrances	<u>0</u>	<u>0</u>		
Unencumbered Cash, Ending	<u>\$ 102,456</u>	<u>\$ 46,340</u>		

**CITY OF GARDEN PLAIN FINANCIAL REPORTING ENTITY**  
**SCHEDULE OF CASH RECEIPTS AND EXPENDITURES -**  
**ACTUAL AND BUDGET**  
**REGULATORY BASIS**  
**FOR THE YEAR ENDED DECEMBER 31, 2024**  
**(With Comparative Actual Totals for the Prior Year Ended December 31, 2023)**

<u>Sewer Utility Fund</u>	<u>Current Year</u>			Variance - Over (Under)
	Prior Year Actual	Actual	Budget	
Cash Receipts				
Sales Charges	\$ 281,124	\$ 287,670	\$ 280,000	\$ 7,670
Hook On Charges	32,500	30,000	5,000	25,000
Penalties	1,068	1,201	750	451
Miscellaneous	15,828	8,000	0	8,000
	<u>330,520</u>	<u>326,871</u>	<u>\$ 285,750</u>	<u>\$ 41,121</u>
Expenditures				
Personnel/Contractual Services	74,044	123,536	\$ 97,450	\$ 26,086
Capital Outlay	0	0	61,486	(61,486)
Equipment & Supplies	87,170	69,518	65,395	4,123
Utilities	21,554	20,837	27,085	(6,248)
Professional Development	533	2,610	0	2,610
Miscellaneous	746	2,904	200	2,704
Vehicle Expense	7,592	12,503	8,500	4,003
Payroll Expenses	19,713	36,867	36,434	433
Rent	1,800	1,800	1,800	0
Debt Service	80,000	80,000	80,000	0
	<u>293,152</u>	<u>350,575</u>	<u>\$ 378,350</u>	<u>\$ (27,775)</u>
Receipts Over (Under) Expenditures	37,368	(23,704)		
Unencumbered Cash, Beginning	103,962	141,330		
Prior Year Canceled Encumbrances	<u>0</u>	<u>0</u>		
Unencumbered Cash, Ending	<u>\$ 141,330</u>	<u>\$ 117,626</u>		

**CITY OF GARDEN PLAIN FINANCIAL REPORTING ENTITY**  
**SCHEDULE OF CASH RECEIPTS AND EXPENDITURES -**  
**ACTUAL AND BUDGET**  
**REGULATORY BASIS**  
**FOR THE YEAR ENDED DECEMBER 31, 2024**  
**(With Comparative Actual Totals for the Prior Year Ended December 31, 2023)**

<u>Storm Water Utility Fund</u>	<u>Current Year</u>			<u>Variance - Over (Under)</u>
	<u>Prior Year Actual</u>	<u>Actual</u>	<u>Budget</u>	
Cash Receipts				
Receipts	\$ 9,019	\$ 9,501	\$ 9,000	\$ 501
	<u>9,019</u>	<u>9,501</u>	<u>\$ 9,000</u>	<u>\$ 501</u>
Expenditures				
Maintenance	0	22,941	\$ 47,248	\$ (24,307)
	<u>0</u>	<u>22,941</u>	<u>\$ 47,248</u>	<u>\$ (24,307)</u>
Receipts Over (Under) Expenditures	9,019	(13,440)		
Unencumbered Cash, Beginning	29,279	38,298		
Prior Year Canceled Encumbrances	<u>0</u>	<u>0</u>		
Unencumbered Cash, Ending	<u>\$ 38,298</u>	<u>\$ 24,858</u>		

**CITY OF GARDEN PLAIN FINANCIAL REPORTING ENTITY**  
**SCHEDULE OF CASH RECEIPTS AND EXPENDITURES -**  
**ACTUAL AND BUDGET**  
**REGULATORY BASIS**  
**FOR THE YEAR ENDED DECEMBER 31, 2024**  
**(With Comparative Actual Totals for the Prior Year Ended December 31, 2023)**

Water Utility Fund	Prior Year	Current Year		Variance - Over (Under)
		Actual	Budget	
Cash Receipts				
Sales Charges	\$ 162,171	\$ 173,019	\$ 145,000	\$ 28,019
Hook On Charges	32,500	30,000	5,000	25,000
Penalties	689	747	500	247
Miscellaneous	0	8,000	0	8,000
	<u>195,360</u>	<u>211,766</u>	<u>\$ 150,500</u>	<u>\$ 61,266</u>
Expenditures				
Personnel/Contractual Services	63,789	117,982	\$ 65,883	\$ 52,099
Capital Outlay	0	25,135	198,059	(172,924)
Equipment & Supplies	59,005	99,464	29,985	69,479
Utilities	13,779	11,620	15,030	(3,410)
Professional Development	1,917	1,358	1,200	158
Miscellaneous	879	2,522	200	2,322
Vehicle Expense	8,196	12,664	5,150	7,514
Payroll Expenses	17,963	36,871	18,064	18,807
Rent	1,800	1,800	1,800	0
	<u>167,328</u>	<u>309,416</u>	<u>\$ 335,371</u>	<u>\$ (25,955)</u>
Receipts Over (Under) Expenditures	28,032	(97,650)		
Unencumbered Cash, Beginning	164,841	192,873		
Prior Year Canceled Encumbrances	<u>0</u>	<u>0</u>		
Unencumbered Cash, Ending	<u>\$ 192,873</u>	<u>\$ 95,223</u>		

**CITY OF GARDEN PLAIN FINANCIAL REPORTING ENTITY  
GARDEN PLAIN COMMUNITY LIBRARY  
SCHEDULE OF CASH RECEIPTS AND EXPENDITURES - ACTUAL  
REGULATORY BASIS  
FOR THE YEAR ENDED DECEMBER 31, 2024  
(With Comparative Actual Totals for the Prior Year Ended December 31, 2023)**

	Prior Year Actual	Current Year Actual
Cash Receipts		
City of Garden Plain	\$ 20,000	\$ 20,000
State of Kansas	5,852	6,483
Other	5,156	36,890
	<u>31,008</u>	<u>63,373</u>
Expenditures		
Books, Supplies & Payroll	41,338	43,405
	<u>41,338</u>	<u>43,405</u>
Receipts Over (Under) Expenditures	(10,330)	19,968
Unencumbered Cash, Beginning	103,904	93,574
Prior Year Canceled Encumbrances	<u>0</u>	<u>0</u>
Unencumbered Cash, Ending	<u>\$ 93,574</u>	<u>\$ 113,542</u>

***APPENDIX C***

**SUMMARY OF FINANCING DOCUMENTS**



## APPENDIX C

### SUMMARY OF PRINCIPAL FINANCING DOCUMENTS

The following, in addition to the information provided elsewhere herein, summarizes certain provisions of the Lease, the Base Lease and the Bond Resolution to which reference is made for the detailed provisions thereof.

#### DEFINITIONS

**Definitions of Words and Terms.** In addition to the words and terms defined elsewhere in this Preliminary Official Statement, in the Lease, the Base Lease and the Bond Resolution, the following words and terms shall have the following meanings, unless some other meaning is plainly intended:

**“Act”** means K.S.A. 12-1757 *et seq.*, as amended and supplemented.

**“Additional Bonds”** means any Bonds issued in addition to the Series 2025 Bonds pursuant to the Bond Resolution.

**“Additional Rent”** means all Impositions, all amounts required to be rebated to the United States pursuant to the Bond Resolution, all other payments of whatever nature payable or to become payable pursuant to the Bond Resolution or which Tenant has agreed to pay or assume under the provisions of the Base Lease and Lease and any and all expenses (including reasonable attorney's fees) incurred by Issuer in connection with the issuance of the Bonds or the administration or enforcement of any rights under the Lease or the Bond Resolution.

**“Additional Term”** shall mean any additional term of this Lease commencing on the last day of the Basic Term and terminating not later than the payment of the principal of, redemption premium, if any, and interest on all Outstanding Bonds has been made.

**“Authorized Tenant Representative”** means the City Clerk of the City of Garden Plain, Kansas, or such other person as is designated to act on behalf of the Tenant as evidenced by a written certificate furnished to the Issuer, containing the specimen signature of such person. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized Tenant Representative.

**“Base Lease”** means the Base Lease dated as September 24, 2025 between the City of Garden Plain, Kansas, as lessor, and the PBC, as lessee, as from time to time amended and supplemented in accordance with the provisions thereof.

**“Basic Rent”** means the semi-annual amount, when added to Basic Rent Credits, will be sufficient to pay, on any Bond Payment Date, all principal of, redemption premium, if any, and interest on the Bonds which is due and payable on such Bond Payment Date.

**“Basic Rent Credits”** means all funds on deposit in the Debt Service Account and available for the payment of principal of, redemption premium, if any, and interest on the Bonds on any Bond Payment Date, and shall include payments made by or on behalf of the Tenant directly to the Paying Agent for the Bonds.

**“Basic Rent Payment Date”** means three days prior to April 1, 2026, and three days preceding any Bond Payment Date thereafter until the principal of, redemption premium, if any, and interest on the Bonds have been fully paid or provision made for their payment in accordance with the provisions of the Bond Resolution.

**“Basic Term”** with respect to the Lease means that term commencing as of the date of the Lease and ending on October 1, 2028, subject to prior termination as specified in the Lease, but terminating in any event when all of the principal of, redemption premium, if any, and interest on all Outstanding Bonds shall have been paid in full or provision made for their payment in accordance with the provisions of the Bond Resolution and the City has exercised its option to purchase the Project.

**“Bond Counsel”** means the firm of Gilmore & Bell, P.C., Wichita, Kansas, 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 Issuer and Tenant.

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

**“Bond Resolution”** means jointly, the Resolution of the Issuer authorizing the issuance of the Series 2025 Bonds, as amended and supplemented, and any Supplemental Bond Resolutions adopted in accordance with the provisions of the Bond Resolution.

**“Bonds”** means collectively the Series 2025 Bonds and any Additional Bonds.

**“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.

**“CERCLA”** means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601, *et seq.*

**“Certificate of Completion”** means a written certificate signed by the Authorized Tenant Representative stating that: (a) the Project has been completed in accordance with the plans and specifications prepared or approved by Issuer or Tenant, as the case may be; (b) the Project has been completed in a good and workmanlike manner; (c) no mechanic's or materialmen's liens have been filed, nor is there any basis for the filing of such liens, with respect to the Project; and (d) if required by applicable building codes, that an appropriate certificate of occupancy has been issued with respect to the Project.

**“Change of Circumstances”** means the occurrence of any of the following events:

(1) title to, or the temporary use of, all or any substantial part of the Project shall be condemned by any authority exercising the power of eminent domain;

(2) title to such portion of the Project is found to be deficient or nonexistent to the extent that the Project is untenable or the efficient utilization of the Project by the Tenant is substantially impaired;

(3) substantially all of the Project is damaged or destroyed by fire or other casualty; or

(4) as a result of (i) changes in the constitution of the State; or (ii) any legislative or administrative action by the State or any political subdivision thereof, or by the United States; or (iii) any action instituted in any court, the Lease shall become void or unenforceable, or impossible of performance without unreasonable delay, or in any other way by reason of such changes of circumstances, unreasonable burdens or excessive liabilities are imposed upon Issuer or Tenant.

**“City”** means the City of Garden Plain, Kansas.

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

**“Costs of Issuance”** means all costs of issuing the Bonds, including all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code, all expenses incurred in connection with receiving ratings on the Bonds, and any premiums or expenses incurred in obtaining municipal bond insurance on the Bonds.

**“Costs of Issuance Account”** means the “City of Garden Plain, Kansas Public Building Commission Cost of Issuance Account for Revenue Bonds, Series 2025” created pursuant to the Bond Resolution.

**“Dated Date”** means September 24, 2025.

**“Debt Service Account”** means the “City of Garden Plain, Kansas Public Building Commission Debt Service Account for Revenue Bonds, Series 2025” created pursuant to the Bond Resolution.

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

**“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 of the City (as amended from time to time) to be delivered at the time of issuance and delivery of any series of the Bonds, relating to certain matters within the scope of the SEC Rule, in accordance with its terms.

**“Environmental Laws”** means CERCLA, SARA, and any other federal, state or local environmental statute, regulation or ordinance presently in effect or coming into effect during the term of the Lease.

**“Event of Bankruptcy”** means an event whereby the Tenant shall: (a) admit in writing its inability to pay its debts as they become due; or (b) file a petition in bankruptcy or for reorganization or for the adoption of an arrangement under the Bankruptcy Code as now or in the future amended, or file a pleading asking for such relief; or (c) make an assignment for the benefit of creditors; or (d) consent to the appointment of a trustee or receiver for all or a major portion of its property; or (e) be finally adjudicated as bankrupt or insolvent under any federal or state law; or (f) suffer the entry of a final and nonappealable court order under any federal or state law appointing a receiver or trustee for all or a major part of its property or ordering the winding-up or liquidation of its affairs, or approving a petition filed against it under the Bankruptcy Code, which order, if the Tenant has not consented thereto, shall not be vacated, denied, set aside or stayed within 60 days after the day of entry; or (g) suffer a writ or warrant of attachment or any similar process to be issued by any court against all or any substantial portion of its property, and such writ or warrant of attachment or any similar process is not contested, stayed, or is not released within 60 days after the final entry, or levy or after any contest is finally adjudicated or any stay is vacated or set aside.

**“Event of Default”** with respect to the Lease means any one of the following events:

- (a) Failure of Tenant to make any payment of Basic Rent at the time and in the amounts required; or
- (b) Failure of Tenant to make any payment of Additional Rent at the times and in the amounts required, or failure to observe or perform any other covenant, agreement, obligation or provision of this Lease on the Tenant's part to be observed or performed, and the same is not remedied within thirty (30) days after the Issuer has given the Tenant written notice specifying such failure (or such longer period as shall be reasonably required to

correct such default; provided that (i) Tenant has commenced such correction within said 30-day period, and (ii) Tenant diligently prosecutes such correction to completion); or

- (c) An Event of Bankruptcy; or
- (d) Abandonment of the Project by Tenant.

**“Event of Default”** with respect to the Bond Resolution means any one of the following events:

- (a) Default in the due and punctual payment of the principal of, premium, if any, and interest on the Bonds whether at the stated maturity or accelerated maturity thereof, or at the Redemption Date thereof;
- (b) Default in the performance or observance of any other of the covenants, agreements or conditions on the part of the Issuer under the Bond Resolution or the Bonds, and the continuance thereof for a period of 30 days after written notice thereof shall have been given to the Issuer by the City, or to the Issuer and the City by the Owners owning not less than 25% in aggregate principal amount of Bonds then Outstanding; provided, however, if any default shall be such that it cannot be corrected within such 30-day period, it shall not constitute an Event of Default if corrective action is instituted by the Issuer or the City within such period and diligently pursued until the default is corrected; or
- (c) Default as defined in the Lease shall have occurred.

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

**“Impositions”** means all taxes and assessments, general and special, which may be lawfully taxed, charged, levied, assessed or imposed upon or against or payable for or in respect of the Project or any part thereof, or any improvements at any time thereon or Tenant's interest therein, including any new lawful taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all water and sewer charges, assessments and other governmental charges and impositions whatsoever, foreseen or unforeseen.

**“Improvements”** means and includes the acquisition, construction, furnishing or equipping swimming pool and related improvements in the City with the proceeds of the Series 2025 Bonds, together with any Project Additions.

**“Interest Payment Date(s)”** means the Stated Maturity of an installment of interest on any Bond, which for the Series 2025 Bonds shall be April 1 and October 1 of each year, commencing April 1, 2026.

**“Issuer”** means the City of Garden Plain, Kansas Public Building Commission, its successors and assigns.

**“Land”** means the real property (or interests therein), including all improvements and structures currently existing thereon, described in the Lease.

**“Lease”** means the Lease Purchase Agreement dated as Dated Date, between the Issuer and the Tenant, as from time to time amended and supplemented in accordance with the provisions thereof and of the Bond Resolution.

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

**“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.

**“Original Purchaser”** means [\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_].

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

- (a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Bonds deemed to be paid in accordance with the provisions of *Section 601* of the Bond Resolution; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered under the Bond Resolution.

**“Owner”** when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register.

**“Paying Agent”** means the Office of the State Treasurer, Topeka, Kansas, and any successors and assigns.

**“PBC”** means the City of Garden Plain, Kansas Public Building Commission.

**“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.

**“Pledged Property”** means (a) all right, title and interest, of the Issuer in the Land, in, to and under the Lease, all Basic Rent or Additional Rent derived by the Issuer pursuant to the Lease, subject to the provisions of the and Lease; provided that the pledge and assignment hereby made shall not impair or diminish the obligations of the Issuer under the provisions of the Lease; and (b) all moneys and Permitted Investments from time to time held under the terms of the Bond Resolution, including, without limitation, Bond proceeds and income from the temporary investment thereof, proceeds from insurance and condemnation awards, any and all real or personal property of every kind and nature from time to time hereafter, by delivery or by right of any kind, pledged, assigned or transferred as and for additional security for the Bonds by the Issuer.

**“Principal Payment Date”** shall mean with respect to the Series 2025 Bonds, October 1, 2028, or until such time as the aggregate principal amount of the Series 2025 Bonds has been paid or provisions is made for the payment thereof, whether at Stated Maturity or Redemption Date.

**“Project”** means Issuer's interest in the Land together with the Improvements acquired, constructed or installed with the proceeds of the Series 2025 Bonds, together with any Project Additions.

**“Project Additions”** means any additions to the Project acquired, constructed or installed from proceeds of any series of Additional Bonds authorized and issued pursuant to the Resolution. It also includes any alterations or additions made to the Project to the extent provided in the Lease.

**“Project Costs”** means those costs incurred in connection with the Project, including:

(a) fees and expenses of architects, appraisers, surveyors and engineers for estimates, surveys, soil borings and soil tests and other preliminary investigations and items necessary to the commencement of construction, preparation of plans, drawings and specifications and supervision of construction, as well as for the performance of all other duties of architects, appraisers, surveyors and engineers in relation to the construction, furnishing and equipping of the Project or the issuance of the Series 2025 Bonds.

(b) all costs and expenses of every nature incurred in constructing, acquiring or installing the Project.

(c) payment of interest actually incurred on any interim financing obtained from a lender unrelated to the Tenant for performance of work on the Project prior to the issuance of the Series 2025 Bonds.

(d) the cost of any title insurance policies and the cost of any insurance and performance and payment bonds required by of the Lease.

(e) interest accruing on the Series 2025 Bonds during the period of construction of the Project.

(f) Costs of Issuance.

**“Project Fund”** means the “City of Garden Plain, Kansas Public Building Commission Project Fund for Revenue Bonds, Series 2025” created pursuant to the Bond Resolution.

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

**“Rental Payments”** means the aggregate of the Basic Rent and Additional Rent payments provided for pursuant to the Lease.

**“SARA”** means the Superfund Amendments and Reauthorization Act of 1986, as now in effect and as hereafter amended.

**“SEC Rule”** means Rule 15c2-12 promulgated by Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

**“Series 2025 Bonds”** means the City of Garden Plain, Kansas Public Building Commission Revenue Bond Anticipation Bonds, Series 2025, dated September 24, 2025 in the aggregate principal amount of \$2,590,000\*.

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

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

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

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

**“Tax Compliance Agreement”** means the Tax Compliance Agreement among the Issuer and the Tenant, dated as of the date of issuance of the Bonds, as the same may be amended or supplemented in accordance with the provisions thereof.

**“Tenant”** means the City, its successors and assigns.

**“Term”** means, collectively, the Basic Term and any Additional Term of the Lease.

**“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 Bond 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.

## THE BASE LEASE

## **Lease of Land**

The City owns the Land, and agrees to lease the Land to the PBC pursuant to the Base Lease. The PBC agrees to, simultaneously with the delivery of the Base Lease, enter into the Lease with the City (as more fully described below) and to surrender and deliver the Project to the City upon the termination of the Base Lease.

## **Assignments and Subleases**

The PBC may assign its rights under this Base Lease without the consent of the City (i) in connection with any assignment of its rights under the Lease, (ii) if the Lease is terminated for any reason or (iii) if an “Event of Default” as defined in the Lease has occurred. If an Event of Default under the Lease occurs, the PBC shall have the right to possession of the Land for the remainder of the term of the Base Lease and shall have the right to sublease the Project or sell its interest in the Project and the Base Lease upon whatever terms and conditions it deems prudent and in the interest of the Owners of the Bonds.

The City may assign its rights and obligations under the Base Lease and may sublet the Project on the conditions set forth in the Lease and the Act.

## **Taxes and Assessments**

The City covenants and agrees to pay any and all assessments of any kind or character and all taxes levied or assessed upon the Project.

## **Title and Consideration**

Title to the Land shall remain in the City at all times. The leasing of the Project to the City under the Lease shall be deemed the City's entire consideration for the Base Lease.

## **Amendments, Changes and Modifications**

The Base Lease may not be effectively amended, changed, modified, altered or supplemented except with the written consent of both the PBC and the City. Any waiver of any provision of the Base Lease or any right or remedy hereunder must be affirmatively and expressly made in writing and shall not be implied from inaction, course of dealing or otherwise.

# **THE LEASE**

## **Lease of Project; Issuance of the Bonds; Payment of Rent**

The Issuer agrees to lease the Project to the Tenant pursuant to the Lease and to issue the Series 2025 Bonds to provide funds for the payment of Project Costs. The Tenant, pursuant to the Lease, agrees to make semi-annual payments of Basic Rent on the Basic Rent Payment Dates. Any payment of the Basic Rent amount directly to the Paying Agent shall constitute payment of Basic Rent by the Tenant. In the event of an acceleration of Bond maturities under the Bond Resolution, the principal component of all Basic Rent, plus accrued interest thereon to the date of acceleration, shall be due and payable from the Tenant as of the date of acceleration. The City has agreed also, and from time to time as required, to pay Additional Rent.

## **Deposit and Application of Proceeds from the Sale of the Bonds**

The proceeds of the Series 2025 Bonds will be deposited in accordance with the Bond Resolution.

## **Application of Funds in the Project Fund**

The moneys in the Project Fund will be disbursed for the payment of Project Costs upon a proper system of voucher certificates submitted by the City.

## Completion of Project

The Issuer has, or shall immediately cause to be prepared, as required, plans and specifications for the Project. The Issuer has awarded, or shall award, a contract for the construction of the Project, as required. Tenant hereby conveys, transfers and assigns to Issuer any interest of the Tenant in such contracts and other Project Documents described herein.

(a) The Issuer hereby agrees to pay for the costs of acquisition and construction of the Project, but solely and only to the extent that there are funds in the Project Fund, and hereby authorizes and directs the payment of the same, but solely from the Project Fund.

(b) The Issuer agrees to cause the Project to be diligently and continuously prosecuted and to be completed with reasonable dispatch substantially in accordance with the Project Documents.

(c) In the event the moneys on deposit in the Project Fund, together with other Tenant funds, if any, for the Project Costs relating to the Project, are at any time insufficient to pay for the completion of the Project, the Tenant agrees to pay the amount of such deficiency, from other lawfully available funds, forthwith for deposit in the Project Fund.

(d) The Issuer shall disburse moneys on deposit in the Project Fund from time to time to pay, or as reimbursement for payment made for, Project Costs relating to the Project, after receipt of documentation prepared and processed in accordance with procedures established by the Bond Resolution for which payment is being requested.

(e) In making such payments and determinations pursuant to this section, the Issuer may rely upon such documentation and shall not be required to make any independent investigation in connection therewith. The Issuer shall keep and maintain adequate records pertaining to the Project Fund and all disbursements therefrom, and shall make available statements of activity regarding the Project Fund to the Issuer and the Tenant at the end of each Fiscal Year and within 90 days after the Completion Date of the Project.

(f) The Issuer shall require the Tenant to deliver to the Issuer within 90 days after the Completion Date of the Project a Certificate of Completion signed by the Authorized Tenant Representative stating that:

(1) the Project have been fully completed substantially in accordance with the Project Documents, as then amended, as of such Completion Date; and

(2) an investigation has been made of such sources of information as are deemed necessary, including pertinent records of the Tenant, and it is the opinion of the signatories thereto that the Project Costs relating to the Project have been fully paid.

(g) If after receipt of the Certificate of Completion described in (f) above, there shall remain any moneys in the Project Fund, such moneys shall be deposited in accordance with the provisions of the Bond Resolution.

The Issuer and Tenant shall make available to each other the following documents relating to the Project (the "Project Documents"):

(w) **Plans and Specifications.** All available preliminary, amended, and final plans and specifications for the Project.

(x) **Construction Contracts.** All architect's, engineer's and general contractor's contracts for the Project and all prime subcontractor's contracts and purchase orders deemed necessary by the Issuer or the Tenant for any machinery and equipment included in the Project.

(y) **Surety Bonds.** Labor, material and performance bonds as required by the Issuer or Tenant and public works bonds as required by K.S.A. 60-1111.

(z) **Other Documents.** Any other contracts payable from the Project Fund or payable as Additional Rent.

The Tenant and Issuer covenant and agree to obtain and thereafter make available to each other all remaining construction or other contracts, purchase orders, approvals, licenses and permits required or necessary for the Project.



### **Assignment of the Lease by the Tenant**

The Tenant may not assign its interest in the Lease without the prior written consent of the Issuer. Any such assignment must be to a governmental entity authorized to be a tenant in accordance with the Act. In the event of assignment, the Tenant shall remain fully liable, except to the extent provided thereunder. If, in connection with an assignment by the Tenant of its interests in the Lease, (i) the Issuer and the Owners of ninety percent (90%) in aggregate principal amount of the Outstanding Bonds shall file with the Issuer their prior written consent to such assignment, and (ii) the proposed assignee shall expressly assume and agree to perform all of the obligations of the Tenant under the Lease, then the Tenant shall be fully released from all obligations accruing under the Lease after the date of such assignment.

### **Sublease by the Tenant**

The Tenant may not otherwise sublease the Project without the prior written consent of the Issuer, which consent the Issuer shall not unreasonably withhold. The Tenant may sublease portions of the Project for use by entities permitted to be tenants under the Act in the normal course of its business without the Issuer's prior consent or approval. In the event of any such sublease, Tenant shall remain fully liable for the performance of its duties and obligations under the Lease, and no sublease and no dealings or transactions between the Issuer and any subtenant shall relieve the Tenant of any of its duties and obligations under the Lease.

### **Special Covenants**

The Tenant agrees that it will not take or permit any action to be taken which will cause the Series 2025 Bonds to be "private activity bonds" within the meaning of Section 141(b) of the Code other than qualified 501 (c)(3) bonds or to cause the interest on the Series 2025 Bonds to become subject to federal income taxation pursuant to the provisions of the Code.

### **Environmental Matters**

Tenant acknowledges that it is responsible for maintaining the Project in compliance with all Environmental Laws. In the event that Tenant does not expeditiously proceed with any compliance required by any local, state or federal authority under the applicable Environmental Law, the Issuer, immediately after notice to Tenant, may elect (but may not be required) to undertake such compliance. Any moneys expended by Issuer in efforts to comply with any applicable Environmental Law (including the cost of hiring consultants, undertaking sampling and testing, performing any cleanup necessary or useful in the compliance process and attorneys' fees) shall be due and payable as Additional Rent hereunder with interest thereon at the average rate of interest per annum on the Series 2025 Bonds, plus two (2) percentage points, from the date such cost is incurred.

To the extent permitted by law, the Tenant covenants to indemnify Issuer and the Owners and defend and hold them harmless from and against all loss, cost, damage and expense (including, without limitation, attorneys' fees and costs associated incurred in the investigation, defense and settlement of claims) that they may incur, directly or indirectly, as a result of or in connection with the assertion against them or any of them of any claim relating to the presence, escape or removal of any hazardous substance or other material regulated by any applicable Environmental Law, or compliance with any applicable Environmental Law, whether before, during or after the term of the Lease, including claims relating to personal injury or damage to property.

### **Maintenance and Repair**

The Tenant covenants that it will keep and maintain the Project in good condition and repair and free from filth, nuisance or conditions unreasonably increasing the danger of fire, at Tenant's expense.

### **Remedies on Default**

Whenever any Event of Default shall have happened and be continuing, the Issuer may take any one or more of the following remedial actions:

- (a) By written notice to the Tenant upon acceleration of maturity of the Bonds as provided in the Bond Resolution, the Issuer may declare the aggregate amount of all unpaid Rental Payments then or thereafter required to be paid under the Lease to be immediately due and payable as liquidated damages from the Tenant, whereupon the same shall become immediately due and payable by the Tenant; or

(b) Give the Tenant written notice of its intention to terminate the Lease on a date specified therein, which date shall not be earlier than ten (10) days after such notice is given and, if all Events of Default have not then been cured on the date so specified, the Tenant's rights to possession of the Project shall cease, and the Lease shall thereupon be terminated, and the Issuer may reenter and take possession of the Project; or

(c) Without terminating the term of the Lease, re-enter the Project or take possession thereof, where practical to do so, pursuant to legal proceedings or pursuant to any notice provided for by law, and having elected to re-enter or take possession of the Project without terminating the term of the Lease, Issuer, if it deems it practical and economical, shall use reasonable diligence to relet the Project, or parts thereof, subject to the Base Lease and for such term or terms and at such rental and upon such other terms and conditions as issuer may deem advisable, with the right to make alterations and repairs to the Project, and no such re-entry or taking of possession of the Project by Issuer shall be construed as an election on Issuer's part to terminate the Lease and no such re-entry or taking of possession by Issuer shall relieve Tenant of its obligation to pay Rental Payments, at the time or times provided herein, or of any of its other obligations under the Lease, all of which shall survive such re-entry or taking of possession, and Tenant shall continue to pay the Rental Payments provided for in the Lease until the end of the Term, whether or not the Project shall have been relet, less the net proceeds, if any, of any reletting of the Project after deducting all of Issuer's expenses incurred in connection with such reletting, including, without limitation, all repossession costs, brokerage commissions, legal expenses, expenses of employees, alteration costs and expenses of preparation of the Project for reletting.

Net proceeds of any reletting shall be deposited in the Debt Service Account. Having elected to reenter or take possession of the Project pursuant to subsection (c) hereunder, Issuer may (subject, however, to any restrictions against termination of the Lease in the Bond Resolution or in the Base Lease), by notice to Tenant given at any time thereafter while Tenant is in default in the payment of any Rental Payments or in the performance of any other obligation under the Lease, elect to terminate the Lease in accordance with subsection (b) hereunder and thereafter proceed to sell the City's interest in the Project, subject to the Base Lease. If, in accordance with any of the foregoing provisions of this article, Issuer shall have the right to elect to re-enter and take possession of the Project, Issuer may enter and Tenant shall deliver to the Issuer the Project or cause such delivery of the Project to be made to the Issuer and thereafter the Issuer may remove the property and effects of both or either without being guilty or in any manner of trespass and without prejudice to any remedies for arrears of any Rental Payments or preceding breach of covenant

Issuer shall pursue and exercise any available remedy at law or in equity by suit, action, mandamus or other proceeding, or exercise such one or more of the rights and powers conferred by this article as the Issuer may require, being advised by counsel, shall deem most expedient in the interests of the Owners of the Bonds, including sale of the Project after termination as provided in subsection (a) of the Lease.

All rights of action under the Lease or under any of the Bonds may be enforced by the Issuer without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Issuer shall be brought in its name as Issuer without necessity of joining as plaintiffs or defendants any Owners of the Bonds, and any recovery of judgment shall be for the equal benefit of all the Owners of the Outstanding Bonds.

The Issuer hereby directs the Paying Agent to notify the Owners of any Event of Default of which it has actual notice.

### **Survival of Obligations**

The Tenant covenants and agrees that until the Bonds and the interest thereon and redemption premium, if any, are paid in full or provision made for the payment thereof, Tenant's obligations under the Lease shall survive the cancellation and termination of the Lease for any cause and that Tenant shall continue to make rental and other payments and perform all other obligations provided for in the Lease, all at the time or times provided in the Lease.

### **No Remedy Exclusive**

No remedy herein conferred upon or reserved to the Issuer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power, or shall be construed to be a waiver thereof.

## **Performance of the Tenant's Obligations by the Issuer**

If the Tenant fails to keep or perform any of its obligations as provided under the Lease, the Issuer may (but shall not be obligated to do so) upon the continuance of such failure on the Tenant's part for ninety (90) days after notice of such failure is given the Tenant by the Issuer, make any such payment or perform any such obligation, and all sums so paid by the Issuer and all necessary or incidental costs and expenses incurred by the Issuer in performing such obligations shall be paid to the Issuer on demand, and if not paid within ten (10) days of demand, the Issuer shall have the same rights and remedies provided in the Lease in the case of an Event of Default.

## **Taxes and Assessments**

The Tenant shall pay any and all Impositions levied or assessed upon the Project.

## **Options to Purchase the Project**

Subject to the provisions of the Lease, the Tenant shall have the option to purchase the Project at any time during the term of the Lease or any Additional Term thereof. The Tenant must exercise its option by giving the Issuer written notice of the Tenant's election to exercise its option and specifying the date, time and place of closing, which shall neither be earlier than thirty (30) days nor later than one hundred eighty (180) days after the notice is given.

If notice of election to purchase is given, the Issuer covenants and agrees to sell and convey the Project to the Tenant free and clear of all liens and encumbrances except (a) those to which the title was subject on the date of the Base Lease, or to which title became subject with the Tenant's written consent, or which resulted from failure of the Tenant to perform any of its covenants or obligations under the Lease, (b) taxes and assessments, if any, and (c) the rights of any party having condemned or who is attempting to condemn title to, or the use for a limited period of, all or any part of the Project, for the full amount which is required to provide the Issuer with funds or securities sufficient to pay at maturity or to redeem and pay in full (x) the principal of all of the Outstanding Bonds, (y) all interest due thereon to date of maturity or redemption, whichever first occurs, and (z) all costs, expenses and premiums incident to the redemption and payment of said Bonds in full, plus \$100.00.

## **Closing of Purchase**

On the closing date the Issuer will deliver to the Tenant its deed or other instrument or instruments of conveyance conveying the Project to the Tenant free and clear of all liens and encumbrances except as set forth in the preceding section above. However, the Issuer is not required to deliver its instrument of conveyance to the Tenant until after all duties and obligations of the Tenant under the Lease to the date of such delivery have been fully performed and satisfied. Upon the delivery to the Tenant of the Issuer's instrument or instruments of conveyance and payment of the purchase price by the Tenant, the Lease shall, *ipso facto*, terminate.

## **Insurance**

The Tenant shall be required to maintain in full force and effect general accident and public liability insurance, fire and extended coverage casualty insurance, and such other insurance policies as are reasonably related to the Project as provided in the Lease.

## **Amendments, Changes and Modifications of the Lease**

The Lease may be amended, changed or modified in the following manner:

(a) With respect to any amendment, change or modification which reduces the required rental payments, or any amendment which reduces the percentage of Owners whose consent is required for any such amendment, change or modification, by an agreement in writing executed by the Issuer and the Tenant and consented to in writing by the Owners of one hundred percent (100%) of the aggregate principal amount of the Bonds then Outstanding; and

(b) With respect to any amendment, change or modification which will materially adversely affect the security or rights of the Owners, by an agreement in writing executed by the Issuer and the Tenant and consented to in writing by the Owners of sixty-six and two-thirds percent (66-2/3%) of the aggregate principal amount of the Bonds then Outstanding;

(c) With respect to all other amendments, changes, or modifications, by an agreement in writing executed by the Issuer and the Tenant.

## **THE BOND RESOLUTION**

### **Creation of Funds and Accounts**

There are created and ordered to be established within the Treasury of the Issuer the following funds and accounts:

- (a) Project Fund;
- (b) Debt Service Account; and
- (c) Costs of Issuance Account.

The Funds and Accounts established in the Bond Resolution shall be administered in accordance with the provisions of the Bond Resolution so long as the Series 2025 Bonds are Outstanding.

### **Application of Bond Proceeds**

The proceeds from the sale of the Series 2025 Bonds will be received by the Issuer simultaneously with the original delivery of the Series 2025 Bonds, and the Issuer will deposit the accrued interest and premium, if any, in the Debt Service Account. An amount necessary to pay the Cost of Issuance will be deposited in the Cost of Issuance Account, and the balance of the proceeds of the Series 2025 Bonds will be deposited in the Project Fund.

### **Application of Moneys in the Project Fund**

Moneys in the Project Fund shall be used by the Issuer solely for the purpose of paying the Project Costs for which the Bonds have been authorized as hereinbefore provided, in accordance with the plans and specifications therefor prepared by the Issuer's or City's architects and engineers, including any alterations in or amendments to said plans and specifications deemed advisable by the Issuer's or City's architects and engineers and approved by the Issuer.

Withdrawals from the Project Fund shall be made only when authorized by the governing body of the City. Each authorization for Project Costs shall be supported by a certificate executed by the Issuer's President and the City's Mayor that such payment is being made for a purpose within the scope of the Bond Resolution and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, and that such payment is not in excess of the reasonable value thereof.

Upon completion of the purpose for which the Bonds have been issued, any surplus remaining in the Project Fund shall be transferred to and deposited in the Debt Service Account.

The Tenant and Issuer covenant and agree to obtain and thereafter make available all approvals, licenses and permits required or necessary for the Project.

### **Debt Service Account**

Moneys paid into the Debt Service Account will include all Rental Payments, excess amounts in the Project Fund upon completion of the Project and interest and other income from investment of the Debt Service Account.

Moneys in the Debt Service Account will be expended solely for the payment of principal of, premium, if any, and interest on the Series 2025 Bonds, except that any balance remaining after the Series 2025 Bonds have been paid in full, or provision made for payment in accordance with the Bond Resolution, will be paid to City. Payment of fees and expenses of the Paying Agent and Bond Registrar shall be subordinate to payments of principal and interest to the Owners of the Series 2025 Bonds.

### **Application of Moneys in the Costs of Issuance Account.**

Moneys in the Costs of Issuance Account shall be used by the Issuer to pay the Costs of Issuance. Any funds remaining in the Costs of Issuance Account, after payment of all Costs of Issuance, but not later than the later of 30 days

prior to the first Principal Payment Date or one year after the date of issuance of the Bonds, shall be transferred to the Project Fund until completion of the Project and thereafter to the Debt Service Account.

### **Investment of Moneys in Funds**

Moneys held in the Funds and Accounts established in the Bond Resolution shall be separately invested and reinvested in Permitted Investments which mature or are subject to redemption by the owner prior to the date such funds will be needed; provided, however, that such moneys shall not be invested in such manner as will violate the provisions of the Bond Resolution. Any such Permitted Investments shall be deemed at all times a part of the fund or account in which such moneys are originally held, and the interest accruing thereon and any profit realized from such Permitted Investments shall be credited to and accumulated in such fund, and any loss resulting from such Permitted Investments shall be charged to such fund. In determining the balance in any fund or account, investments in such fund or account shall be valued at their fair market value. No investments shall be made which would violate the provisions of Section 148 of the Code. The Issuer shall comply with the Federal Tax Certificate and shall pay any rebate amounts due therefor.

### **Additional Bonds**

Additional Bonds may be issued under and equally and ratably secured by the Bond Resolution on a parity with the Series 2025 Bonds and any other Bonds Outstanding at any time and from time to time, upon compliance with the conditions hereinafter provided, for any of the following purposes:

- (a) To provide funds to pay the cost of completing the Project, the total of such costs to be evidenced by a certificate signed by an authorized representative of the City.
- (b) To provide funds to pay all or any part of the costs of repairing, replacing or restoring the Project in the event of damage, destruction or condemnation thereto or thereof.
- (c) To provide funds to pay all or any part of the costs of acquisition, purchase or construction of such Project Additions, including improvements, extensions, alterations, expansions or modifications of the Project or any part thereof as the City may deem necessary or desirable and as will not impair the nature of the Project as a swimming pool and recreational facility that are "facilities of a revenue producing character... maintained and operated for... accommodation of City business," within the meaning and purposes of the Act.
- (d) To provide funds for refunding all or any part of the Bonds then Outstanding of any series, including the payment of any premium thereon and interest to accrue to the designated Redemption Date and any expenses in connection with such refunding.

Before any such Additional Bonds shall be issued, the Original Purchaser shall be given written notice thereof, except that no such notice will be required with respect to Additional Bonds issued for refunding purposes, and the Issuer shall adopt a supplemental resolution (1) authorizing the issuance of such Additional Bonds, fixing the amount and terms thereof and describing the purpose or purposes for which such Additional Bonds are being issued or describing the Bonds to be refunded; and (2) requiring the Issuer to enter into a supplemental lease with the City to provide for rental payments at least sufficient to pay the principal of, premium, if any, and interest on the Bonds then Outstanding (including the Additional Bonds to be issued) as the same become due, and for such other matters as are appropriate because of the issuance of the Additional Bonds proposed to be issued which, in the judgment of the Issuer, is not to the prejudice of the Issuer or the Owners of Bonds previously issued.

Except as provided in the Bond Resolution, the Issuer will not otherwise issue any Additional Bonds on a parity with the Series 2025 Bonds, but the Issuer may issue other obligations specifically subordinate and junior to the Bonds with the express written consent of the City.

### **Notice of Default**

If an Event of Default shall have occurred and be continuing, the Issuer shall promptly notify the Owners of such default.

### **Remedies**

The provisions of the Bond Resolution, including the covenants and agreements therein contained, shall constitute a contract between the Issuer and the Owners of the Bonds. If an Event of Default occurs and shall be continuing, the Owner or

Owners of not less than 25% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Bonds similarly situated:

- (a) by notice in writing delivered to the Issuer and the City, declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable;
- (b) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the Issuer and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Bond Resolution or by the Constitution and laws of the State;
- (c) 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
- (d) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Bonds.

### **Limitation on Rights of Owners**

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

### **Right of Owners to Direct Proceedings**

The Owners owning 25% in aggregate principal amount of Bonds then Outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Issuer, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of the Bond Resolution, or for the appointment of a receiver or any other proceedings under the Bond Resolution; provided that such direction shall not be otherwise than in accordance with the provisions of law and the Bond Resolution.

### **Remedies Cumulative**

No remedy conferred by the Bond Resolution upon or reserved to the Issuer or to the Owners is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative. No delay or omission to exercise any right, power or remedy accruing upon any Event of Default shall impair any such right, power, or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein. No waiver of any Event of Default under the Bond Resolution shall extend to or shall affect any subsequent Event of Default thereunder or shall impair any rights or remedies consequent thereon.

### **Waivers of Events of Default**

Any Event of Default under the Bond Resolution and its consequences may be waived and shall be waived upon the written request of the Owners of at least 25% in aggregate principal amount of all Bonds then Outstanding. In case of any such waiver or rescission, or in case any proceedings taken on account of any such default shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case, the Issuer, the City and the Owners shall be restored to their former positions, rights and obligations under the Bond Resolution.

### **Supplemental Resolutions Not Requiring Consent of Owners**

The Issuer may from time to time, without the consent of or notice to any of the Owners, enter into such supplemental resolutions as shall be consistent with the terms and provisions of the Bond Resolution, for any one or more of the following purposes:

- (a) To cure any ambiguity, formal defect or omission in the Bond Resolution or to make any other change not prejudicial to the Owners;
- (b) To grant to or confer any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners;
- (c) To more precisely identify the Project or to substitute or add additional property thereto;
- (d) To subject to the Bond Resolution additional revenues, properties or collateral;
- (e) To issue Additional Bonds as described herein under the caption "THE BOND RESOLUTION--Additional Bonds;" and
- (f) To conform the provisions of the Bond Resolution to the provisions of the Code as the same now exists or may be hereafter amended.

### **Supplemental Resolutions Requiring Consent of Owners**

The Owners owning not less than 66-2/3% in aggregate principal amount of the Bonds then outstanding shall have the right, from time to time, to consent to and approve the execution by the Issuer of such other supplemental resolutions as shall be deemed necessary and desirable by the Issuer for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in the Bond Resolution or in any supplemental resolution; provided, however, that nothing in the Bond Resolution shall permit (a) an extension of the maturity of the principal of or the interest on any Bond, (b) a reduction in the principal amount of any Bond or the rate of interest thereon, (c) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (d) a reduction in the aggregate principal amount of Bonds the Owners owning which are required for consent to any such supplemental resolution.

The Issuer shall cause notice of the proposed supplemental resolution to be mailed to each Owner by the Bond Registrar.

Any provision of the Bond Resolution or the Bonds may be amended with the written consent of the Owners owning 100% in aggregate principal amount then Outstanding.

No supplemental resolution which affects any rights of the City shall become effective unless and until the City shall have consented in writing to the execution and delivery of such supplemental resolution.

### **Defeasance**

When any or all of the Bonds or scheduled interest payments thereon have been paid and discharged, then the requirements contained in the Bond Resolution and the pledge of the Pledged Property and all other rights granted in the Bond Resolution shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of the Bond Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of said Bonds and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments; provided, however, that if any such Bonds are to be redeemed prior to their Stated Maturity, (1) the Issuer has elected to redeem such Bonds, and (2) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Bond Registrar to give such notice of redemption in compliance with the Bond Resolution.

### **Payments Due on Non-Business Days**

Payments may be made on the next succeeding Business Day that the Bond Registrar and Paying Agent is open for business if such payment is due on a Saturday, Sunday, legal holiday or day on which the Paying Agent is authorized by law to close, and no interest shall accrue for the period after the stated due date.

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***APPENDIX D***

**FORM OF DISCLOSURE UNDERTAKING**



## APPENDIX D

### FORM OF CONTINUING DISCLOSURE UNDERTAKING

This **CONTINUING DISCLOSURE UNDERTAKING** dated as of September 24, 2025 (the “Continuing Disclosure Undertaking”), is executed and delivered by the **CITY OF GARDEN PLAIN, KANSAS** (the “City”).

#### RECITALS

1. This Continuing Disclosure Undertaking is executed and delivered by the City in connection with the issuance by the City of Garden Plain, Kansas Public Building Commission of its Revenue Bond Anticipation Bonds, Series 2025 (the “Bonds”), pursuant to a Resolution (the “Bond Resolution”) adopted by the City of Garden Plain, Kansas Public Building Commission (the “PBC”).

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

The City covenants and agrees as follows:

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

“**Annual Report**” means any Annual Report provided by the City pursuant to, and as described in, *Section 2* of this Continuing Disclosure Undertaking.

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

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

“**Dissemination Agent**” means any entity designated in writing by the City to serve as dissemination agent pursuant to this Continuing Disclosure Undertaking and which has filed with the City 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](http://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 City as the Fiscal Year of the City for financial reporting purposes.

**“Lease”** means the Lease Purchase Agreement, dated as of September 24, 2025, between the PBC and the City.

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

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

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

## **Section 2. Provision of Annual Reports.**

(a) The City shall, not later than the last day of the tenth month after the end of the City’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 City for the prior Fiscal Year, in substantially the format contained in the Official Statement relating to the Bonds. A more detailed explanation of the accounting basis and method of preparation of the financial statements is contained in the Official Statement relating to the Bonds. If audited financial statements are not available by the time the Annual Report is required to be provided pursuant to this Section, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement relating to the Bonds, and the audited financial statements shall be provided in the same manner as the Annual Report promptly after they become available.

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

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 City 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 City 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 City 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 City’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 tenth month after the end of the City’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 City shall give, or cause to be given to the MSRB, through EMMA, notice of the occurrence of any of the following events with respect to the Bonds (“Material Events”):

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

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

**Section 4. Termination of Reporting Obligation.** The City’s obligations under this Continuing Disclosure Undertaking shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If the City’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 City, and the City shall have no further responsibility hereunder. If such termination or substitution occurs prior to the final maturity of the Bonds, the City 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 City 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 City. 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 City pursuant to this Continuing Disclosure Undertaking.

**Section 6. Amendment; Waiver.** Notwithstanding any other provision of this Continuing Disclosure Undertaking, the City 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 City with its written opinion that the undertaking of the City 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 City 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 City. 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 City 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 City 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 City 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 City fails to comply with any provision of this Continuing Disclosure Undertaking, any Participating Underwriter or any Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under this Continuing Disclosure Undertaking. A default under this Continuing Disclosure Undertaking shall not be deemed an event of default under the Bond Resolution, Lease or the Bonds, and the sole remedy under this Continuing Disclosure Undertaking in the event of any failure of the City 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 City, the Participating Underwriter, and the Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

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

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

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

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

**CITY OF GARDEN PLAIN, KANSAS**

(SEAL)

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Mayor

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City Clerk

## ***EXHIBIT A***

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

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

#### **FINANCIAL INFORMATION OF THE CITY**

- Assessed Valuation
- Property Tax Levies and Collections
  - Tax Rates
  - Aggregate Tax Levies
  - Tax Collection Record
  - Major Taxpayers

#### **CITY'S AUTHORITY TO INCUR DEBT**

- Overlapping Indebtedness

#### **DEBT STRUCTURE**

- Current Indebtedness of the City\*
- General Obligation Bonds\*
- Temporary Notes\*
- Certificates of Participation\*
- Revenue Bonds Outstanding\*
- Loans Outstanding\*
- Capital Lease Obligations\*
- PBC Revenue Bonds Outstanding \*

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