RESOLUTION NO. 1989

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING THE DELIVERY OF $[15,850,000] PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS, SERIES 2018A, OF THE CITY OF GARDNER, KANSAS, PREVIOUSLY AUTHORIZED BY AN ORDINANCE OF THE CITY.

WHEREAS, the City of Gardner, Kansas (the "City"), has passed the Ordinance (as herein defined) authorizing the issuance of the Bonds (as herein defined);

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

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

ARTICLE I
DEFINITIONS

Section 1.01. Definitions of Words and Terms.

"**Act**" shall mean the Constitution and Statutes of the State including, but not limited to, to K.S.A. 10-101 *et seq.*, K.S.A. 12-685 *et seq.*, and K.S.A. 12-1736 *et seq.*, all as amended or supplemented.

"**Authorized Costs**" means the amount of expenditures for an improvement, including interest during construction, which has been authorized to be paid by the City by an ordinance or resolution of the City, including expenditures made to redeem outstanding general obligation bonds and outstanding notes issued to pay for such improvement and Costs of Issuance of the Bonds, less (a) the amount of any notes or bonds of the City which are currently outstanding and available to pay such Authorized Costs and (b) any Authorized Costs which have been previously paid by the City or by any eligible source of funds unless such amounts are entitled to be reimbursed under State and federal law.

"**Authorized Denominations**" means $5,000 and any integral multiple thereof.

"**Authorized Investments**" means those investments authorized by K.S.A. 10-131, as amended and supplemented, and by other provisions of State law applicable to the City.

"**Beneficial Owner**" means any Person who (a) has the power directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any book-entry bond (including persons holding book-entry bonds through nominees, depositories or other intermediaries), or (b) is treated as owner of any book-entry bond for federal income tax purposes.

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

"**Bond Counsel**" means the firm of Kutak Rock LLP, or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the City.

"**Bond Insurer**" means any issuer of a Municipal Bond Insurance Policy, if such an issuer is described on *Exhibit B* to this Resolution.

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

"**Bond Registrar**" means the State Treasurer, Topeka, Kansas, and any successors and assigns.

"**Bonds**" or "**Series 2018A Bonds**" means the City's General Obligation Bonds, Series 2018A, in the aggregate principal amount of $[15,850,000], and dated June 28, 2018.

"**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 banking operation.

"**Cede & Co.**" shall mean Cede & Co., as nominee of The Depository Trust Company, New York, New York.

"**City**" means the City of Gardner, Kansas.

"**City Clerk**" means the appointed and acting City Clerk of the City or, in the City Clerk's absence, the appointed acting City Clerk of the City.

"**City Treasurer**" means the appointed and acting City Treasurer of the City or, in the City Treasurer's absence, the appointed acting City Treasurer of the City.

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

"**Costs of Issuance**" shall mean all costs of issuing the Bonds, including all publication, preparation, signing and mailing expenses, registration fees, all legal fees and expenses of Bond Counsel and other legal counsel, all fees and expenses of the municipal advisor, all expenses incurred in connection with receiving a rating on the Bonds, and all fees of the Attorney General of the State.

"**Defaulted Interest**" means interest on any Bond which is payable but not paid on any Interest Payment Date.

"**Final Official Statement**" means the final official statement prepared by the City or its representatives in connection with the sale of the Bonds and delivered to the Original Purchaser within seven Business Days after the sale of the Bonds in accordance with the SEC Rule. The Final Official Statement includes the information in the Preliminary Official Statement as supplemented or amended.

"**Improvement Fund**" means the fund by that name created in Section 5.01.

"**Improvements**" means the improvements referred to in the recitals to the Ordinance or any Substitute Improvements, as defined in this Resolution.

"**Interest Payment Dates**" means April 1 and October 1 of each year, commencing October 1, 2018.

"**Letter of Instructions**" means the Arbitrage Letter of Instructions (dated as of the date of issuance of the Bonds) attached to the City's Closing Certificate to be delivered at the time of issuance and delivery of the Bonds relating to certain matters within the scope of Section 148 of the Code, as the same may be amended or supplemented in accordance with its terms.

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

"**Mayor**" means the elected and acting Mayor of the City or, in the Mayor's absence, the appointed or acting Mayor of the City.

"**Municipal Bond Insurance Policy**" shall mean, if applicable, the municipal bond insurance policy issued by the Bond Insurer insuring the payment when due of the principal of and interest on the Bonds.

"**Ordinance**" means the ordinance of the City authorizing the issuance of the Bonds as further described on *Exhibit B* to this Resolution.

"**Original Purchaser**" means the original purchaser of the Bonds described on *Exhibit B* to this Resolution.

"**Outstanding**" means as of a particular date of determination, all Bonds authenticated and delivered under the provisions of this Resolution, except:

(a) Bonds canceled by the Paying Agent or delivered to the Paying Agent for cancellation pursuant to this Resolution;

(b) Bonds for the payment or redemption of which moneys or investments have been deposited in accordance with Article XI of this Resolution; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Resolution.

"**Owner**" when used with respect to any Bond means the Person in whose name such Bond is registered on the registration books of the Bond Registrar.

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

"**Paying Agent**" means the State Treasurer, Topeka, Kansas, and any successors and assigns.

"**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 or other public body.

"**Preliminary Official Statement**" means the Preliminary Official Statement which was prepared by the City and its advisors in connection with the sale of the Bonds and distributed to potential purchasers of the Bonds before the Final Official Statement, as described in the SEC Rule, was made available.

"**Principal and Interest Account**" means the account by that name created in Section 5.01.

"**Purchase Price**" means the original purchase price of the Bonds described on *Exhibit B* to this Resolution.

"**Rebate Fund**" means the fund by that name created in Section 5.01.

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

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

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

"**Replacement Bonds**" shall mean Bonds issued to the Beneficial Owners of the Bonds in accordance with Section 2.04 of this Resolution.

"**Resolution**" means this Resolution relating to the Bonds.

"**SEC Rule**" means the Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (17 C.F.R. § 240.15c2-12).

"**Securities Depository**" means, initially, The Depository Trust Company, New York, New York, and its successors and assigns.

"**Special Record Date**" means the date fixed by the Paying Agent pursuant to Section 2.04 for the payment of Defaulted Interest.

"**State**" means the State of Kansas.

"**State Treasurer**" means the elected Treasurer of the State or, in the Treasurer's absence, the appointed acting Treasurer of the State.

"**Stated Maturity**" when used with respect to any Bond means the date specified in such Bond and this Resolution as the fixed date on which the principal of such Bond is due and payable.

"**Substitute Improvements**" means the substitute or additional improvements authorized pursuant to Section 6.04 of this Resolution.

"**Term Bonds**" means the Term Bonds, if any, described on *Exhibit B* to this Resolution.

"**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 evidence of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the City.

ARTICLE II
DETAILS OF THE BONDS

Section 2.01. Authorization of the Bonds. The Bonds have been authorized pursuant to the Ordinance and the Act for the purpose of providing funds to pay the Authorized Costs of the Improvements, including payment of the Costs of Issuance of the Bonds.

Section 2.02. Description of the Bonds. The Bonds shall consist of fully registered bonds in Authorized Denominations, and shall be numbered in such manner as the Bond Registrar shall determine. All of the Bonds shall be dated June 28, 2018, shall become due on the Stated Maturities, and shall bear interest at the rates per annum set forth on *Exhibit B* to this Resolution.

The Bonds shall bear interest at the rates described on *Exhibit B* to this Resolution (computed on the basis of a 360-day year of twelve 30-day months) from that date or from the most recent Interest Payment Date to which interest has been paid or provided for, which interest shall be payable on the Interest Payment Dates.

Section 2.03. Designation of Paying Agent and Bond Registrar. The State Treasurer is designated as the Paying Agent and Bond Registrar for the Bonds. The Mayor and City Clerk of the City are authorized and empowered to execute on behalf of the City an agreement with the Bond Registrar and Paying Agent for the Bonds. The City 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 City shall at all times meet the requirements of State law and the City will at all times maintain a Paying Agent and Bond Registrar meeting the requirements of State law.

Section 2.04. Initial Registration with Securities Depository, Method and Place of Payment of the Bonds. The Bonds shall be registered on bond registration books maintained by the Bond Registrar to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owners will receive certificates representing their respective interests in the Bonds, except in the event the City issues Replacement Bonds as provided in this Section. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, and interest on, the Bonds until and unless the City authenticates and delivers Replacement Bonds to the Beneficial Owners in the manner described in this Section.

If the City determines: (a) that the Securities Depository is unable to properly discharge its responsibilities; (b) 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; (c) that the continuation of a book-entry only system to the exclusion of any Bonds being issued to any Owner other than Cede & Co., is no longer in the best interest of the Beneficial Owners of the Bonds, or if the City receives written notice from Participants having interests in not less than 50% of the Bonds, as shown on the records of the Securities Depository, that the continuation of a book-entry only system to the exclusion of Bonds being issued to any Owner other than Cede & Co., is no longer in the best interest of the Beneficial Owners of the Bonds, or if the Securities Depository determines to discontinue providing book-entry services, then the City shall notify the Owners of the Bonds of such determination or such notice and of the availability of certificates to Owners who request certificates, and the City shall 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. In such event, all references to the Securities Depository in this Resolution shall relate to the period of time when the Securities Depository has possession of at least one certificate. Upon the issuance of Replacement Bonds, all references in this Resolution to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the City, to the extent such provisions are consistent with and applicable to Replacement Bonds. If the Securities Depository resigns and the City or Bond Owners are unable to locate a qualified successor of the Securities Depository, then the City shall authenticate and deliver Replacement Bonds to the Participants for the benefit of the Bond Owners.

The principal of, redemption premium, if any, and interest on the Bonds shall be payable in any coin or currency which, on the respective dates of payment, 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 Maturity, 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;

(b) at such other address as is furnished to the Paying Agent in writing by such Owner; or

(c) in the case of an interest payment to any Owner that is a securities depository, by wire 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 (which shall be in the continental United States), address, ABA routing number and account number to which such Owner wishes to have such wire directed.

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

The Paying Agent shall keep a record of payment of principal, redemption premium, if any, and interest on all Bonds and at least annually shall forward a copy or summary of such records to the City.

Section 2.05. Method of Execution and Authentication of the Bonds. The Bonds shall be executed for and on behalf of the City by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the City Clerk and the seal of the City shall be affixed to or imprinted on the Bonds. The Bonds shall be registered in the office of the City Clerk, which registration shall be evidenced by the manual or facsimile signature of the City Clerk with the seal of the City affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In the event that any of the previously mentioned officers shall cease to hold such offices before the Bonds are issued and delivered, the Bonds may be issued and transferred to other Owners as though the officers had not ceased to hold office, and such signatures appearing on the

Bonds shall be valid and sufficient for all purposes as if they had remained in office until such issuance or transfer.

The Bonds shall not be valid obligations under the provisions of this Resolution until authenticated by the Bond Registrar or an authorized representative of the Bond Registrar by execution of the Certificate of Authentication appearing on each Bond. It shall not be necessary that the same representative of the Bond Registrar execute the Certificate of Authentication on all of the Bonds.

Section 2.06. Registration, Transfer and Exchange of Bonds. The City covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Bond Registrar as provided herein. Each Bond when issued shall be registered in the name of the Owner on the Bond Register.

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

Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Bond Registrar, executed by the Owner or by the Owner's authorized agent. In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. The City shall pay the fees and expenses of the Bond Registrar for the registration, transfer and exchange of Bonds provided for by this Resolution and the cost of preparation of a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, are the responsibility of the Owners of the Bonds.

The City and the Bond Registrar shall not be required: (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to Section 3.04 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 City of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to Section 2.04.

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

Section 2.07. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Stated Maturity, shall be canceled by the Paying Agent immediately upon the payment, redemption and surrender to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so canceled and destroyed and shall file an executed counterpart of such certificate with the City.

Section 2.08. Mutilated, Lost, Stolen or Destroyed Bonds. If: (a) any mutilated Bond is surrendered to the Paying Agent or the Paying Agent receives evidence to its satisfaction of the destruction, loss or theft of any Bond; and (b) there is delivered to the City and the Paying Agent such security or indemnity as may be required by each of them, then, in the absence of notice to the City or the Paying Agent that such Bond has been acquired by a bona fide purchaser, the City shall execute and, upon the City's request, the Paying Agent 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 City, in its discretion, may pay such Bond instead of issuing a new Bond.

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

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

Section 2.09. Delivery of the Bonds. The sale of the Bonds is awarded to the Original Purchaser. The Mayor and City Clerk are authorized and directed to cause the Bonds to be registered in the offices of the City Clerk and the State Treasurer as provided by law, and, when executed and registered, to deliver the Bonds to the Original Purchaser upon receipt by the City of the Purchase Price.

ARTICLE III
REDEMPTION OF THE BONDS

Section 3.01. Optional Redemption. At the option of the City, Bonds maturing October 1, 2028, and thereafter may be called for redemption and payment prior to Stated Maturity on October 1, 2027, or thereafter at any time in whole or in part (selection of Bonds to be designated by the City in such equitable manner as it may determine) at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption.

Section 3.02. Sinking Fund Redemption. Any Term Bonds shall also be subject to mandatory redemption and payment as described on *Exhibit B* to this Resolution. The mandatory redemption amount for any Term Bond may be reduced by the principal amount of such Term Bond redeemed prior to its Stated Maturity pursuant to optional redemption as set forth in

Section 3.01 of this Resolution. To effect such reduction, the City shall notify the Bond Registrar on or before the 45th day preceding the applicable mandatory redemption date, setting forth the extent of the reduction to be applied with respect to the mandatory sinking fund requirement.

Section 3.03. Selection of Bonds to be Redeemed. The Bonds shall be redeemed only in the principal amount of $5,000 or any integral multiple thereof. When less than all of the Bonds are to be redeemed and paid prior to their Stated Maturity, the Bonds shall be redeemed in such manner as the City shall determine, Bonds of less than a full Stated Maturity to be selected by lot in units of $5,000.

In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than $5,000 are then Outstanding, then for all purposes in connection with such redemption each $5,000 of face value shall be treated as though it were a separate Bond in the denomination of $5,000. If it is determined that one or more, but not all, of the $5,000 units of face value represented by any Bond is selected for redemption, then upon notice of intention to redeem such $5,000 unit or units, the Owner or the Owner's authorized agent shall present and surrender such Bond to the Bond Registrar:

(a) for payment of the Redemption Price (including the redemption premium, if any, and interest to the date fixed for redemption) of the $5,000 unit or units of face value called for redemption; and

(b) for exchange, without charge to the Owner, for a new Bond(s) of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond.

If the Owner of any Bond of a denomination greater than $5,000 shall fail to present such Bond as described above, such Bond shall, nevertheless, become due and payable on the Redemption Date to the extent of the amount called for redemption (and to that extent only).

Notwithstanding the provisions of the preceding paragraph, in the event of a partial redemption of the Bonds, the Securities Depository may, at its option, in lieu of surrendering such Bond, make an appropriate notation on the Bond certificate indicating the date and amounts of the reduction in the principal amount of such Bond (except in the case of the final Stated Maturity of such Bond, where the Bond certificate shall be presented to the City prior to payment).

Section 3.04. Notice of Redemption. In the event the City desires to call the Bonds for redemption prior to their Stated Maturity, unless waived by the Bond Registrar, written notice of such intent shall be provided to the Bond Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the date fixed for redemption or such lesser time period permitted by the Bond Registrar that enables the Bond Registrar to provide the Owners of the Bonds with the notice described in this Section. Unless waived by any Owner of Bonds to be redeemed, if the City shall call any Bonds for redemption and payment prior to the Stated Maturity, the City shall instruct the Bond Registrar to give written notice of its intention to call and pay the Bonds on a specified date, the same being described by Stated Maturity, such notice to be mailed by United States first class mail addressed to the Owners of the Bonds and to the Bond Insurer, if any, each of the notices to be mailed not less than 30 days prior to the date fixed for redemption. The

City and Bond Registrar shall also give such additional notice as may be required by State law or regulations of the Securities and Exchange Commission in effect as of the date of such notice.

All official notices of redemption shall be dated and shall state:

(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, the respective principal amounts) of the Bonds to be redeemed;

(d) that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion called for redemption, and that interest shall cease to accrue from and after the Redemption Date (unless the City defaults in the payment of the Redemption Price); and

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

The notice of redemption may be conditioned on the issuance by the City of a refunding obligation or the receipt of other funds necessary to redeem the Bonds.

During the time the Bonds are registered in the name of Cede & Co., the notice described in the immediately preceding paragraphs shall be delivered to the Securities Depository. The Securities Depository shall, in turn, notify its Participants. It is expected that the Participants, in turn, will notify or cause to be notified the Beneficial Owners of the Bonds. Any failure on the part of the Securities Depository, or failure on the part of a nominee of a Beneficial Owner of a Bond (having received notice from the City, a Participant or otherwise) to notify the Beneficial Owner of the Bonds so affected, shall not affect the validity of the redemption of such Bonds.

Prior to or simultaneously with any Redemption Date, the City shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds which are to be redeemed on that date. Upon surrender of such Bonds for redemption in accordance with the notice, such Bonds shall be paid by the Paying Agent at the Redemption Price. Installments of interest due on or prior to the Redemption Date shall be payable as provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal. All Bonds which have been redeemed shall be canceled and destroyed by the Paying Agent and shall not be reissued.

Section 3.05. Effect of Call for Redemption. Whenever any Bond is called for redemption and payment as provided in this Article, all interest on such Bond shall cease from and after the date for which such call is made, provided funds are available for its payment at the Redemption Price specified.

ARTICLE IV
FORM OF THE BONDS

Section 4.01. Form of the Bonds. The Bonds shall be printed in accordance with the format required by the Attorney General of the State and shall contain information substantially in the form set forth on *Exhibit A* to this Resolution or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 to 10-632, inclusive, as amended and supplemented.

ARTICLE V
ESTABLISHMENT OF FUNDS AND ACCOUNTS

Section 5.01. Creation of Funds and Accounts. Simultaneously with the issuance of the Bonds, there shall be created within the treasury of the City the following funds and accounts:

(a) Improvement Fund for the City of Gardner, Kansas, General Obligation Bonds, Series 2018A;

(b) Principal and Interest Account for the City of Gardner, Kansas, General Obligation Bonds, Series 2018A; and

(c) Rebate Fund for the City of Gardner, Kansas, General Obligation Bonds, Series 2018A.

Section 5.02. Administration of Funds and Accounts. The funds and accounts established herein shall be administered in accordance with the provisions of this Resolution so long as the Bonds are Outstanding.

ARTICLE VI
APPLICATION OF BOND PROCEEDS

Section 6.01. Disposition of Bond Proceeds. The proceeds of the Bonds, upon issuance and delivery, shall be deposited as follows:

(a) In the Principal and Interest Account, a sum equal to the accrued interest, if any, on the Bonds and any premium identified on *Exhibit B*; and

(b) The balance of the proceeds of the Bonds shall be deposited in the Improvement Fund.

Section 6.02. Withdrawals from the Improvement Fund. The City Treasurer shall make withdrawals from the Improvement Fund solely for the purpose of paying the Authorized Costs of the Improvements, including the Costs of Issuance.

Section 6.03. Surplus in the Improvement Fund. All moneys remaining in the Improvement Fund after the completion of the Improvements and payment of all Authorized Costs of the Improvements shall be transferred immediately to the Principal and Interest Account.

Section 6.04. Substitution of Improvements. The City may elect to substitute or add other improvements pursuant to this Section provided the following conditions are met: (a) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been authorized by the Governing Body of the City in accordance with the laws of the State; (b) a resolution or ordinance authorizing the use of the proceeds of the Bonds to pay the Authorized Costs of the Substitute Improvement has been adopted by the Governing Body of the City; (c) the Attorney General of the State has approved the amendment to the transcript of proceedings for the Bonds to include the Substitute Improvement; and (d) the City has received an opinion of Bond Counsel to the effect that the Substitute Improvement will not adversely affect the tax-exempt status of the Bonds under State or federal law and the Substitute Improvement has been authorized pursuant to this Section and the laws of the State.

ARTICLE VII
PAYMENT OF THE BONDS

Section 7.01. Application of Moneys in the Principal and Interest Account. All amounts paid and credited to the Principal and Interest Account shall be expended and used by the City for the sole purpose of paying the principal of, premium, if any, and interest on the Bonds as and when the same become due and paying the usual and customary fees and expenses of the Paying Agent.

Section 7.02. Transfer of Funds to Paying Agent. The City Treasurer is authorized and directed to withdraw from the Principal and Interest Account and forward to the Paying Agent sums sufficient to pay both principal of, premium, if any, and interest on the Bonds as and when the same become due, and also to pay the charges made by the Paying Agent for acting in such capacity in the payment of principal and interest on the Bonds, and the charges shall be forwarded to the Paying Agent over and above the amount of the principal of, premium, if any, and interest on the Bonds. If, through the lapse of time, or otherwise, the Owners of Bonds shall no longer be entitled to enforce payment of their obligations, it shall be the duty of the Paying Agent to return the funds to the City. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution.

Section 7.03. Surplus in Principal and Interest Account. Any moneys or investments remaining in the Principal and Interest Account after the retirement of the indebtedness for which the Bonds were issued shall be transferred and paid into the Bond and Interest Fund of the City.

ARTICLE VIII
DEPOSITS AND INVESTMENT OF FUNDS

Section 8.01. Deposits. Cash moneys in each of the funds and accounts created and established by this Resolution shall be deposited and secured in accordance with State law.

Section 8.02. Investments. Moneys held in the funds and accounts created or established in conjunction with the issuance of the Bonds may be invested by the City in Authorized Investments, or in other investments allowed by State law, in such amounts and maturing at such times as shall reasonably provide for moneys to be available when required in the accounts or funds; provided, however, that no such investment shall be made for a period extending longer

than to the date when the moneys invested may be needed for the purpose for which such fund or account was created. All interest on any Authorized Investment held in any fund or account shall (except amounts required to be deposited into the Rebate Fund in accordance with the Letter of Instructions) accrue to and become a part of such fund or account. In determining the amount held in any fund or account under the provisions of this Resolution, Authorized Investments shall be valued at their principal par value or at their then redemption value, whichever is lower.

Section 8.03. Deposits Into and Application of Moneys in the Rebate Fund.

(a) There shall be deposited in the Rebate Fund such amounts as are required to be deposited pursuant to the Letter of Instructions. Subject to the transfer provisions provided in subsection (b) below, all money at any time deposited in the Rebate Fund shall be held in trust, to the extent required to pay rebatable arbitrage to the federal government of the United States of America, and no Owner of any Bonds shall have any right in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section, by the preceding Section and by the Letter of Instructions (which is incorporated herein by reference).

(b) Computations of the rebatable arbitrage shall be performed by or on behalf of the City in accordance with the Letter of Instructions. Pursuant to the Letter of Instructions, the City shall remit rebate installments and the final rebate payments to the United States. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Bonds and payment and satisfaction of any rebatable arbitrage, or provision made therefor, shall be withdrawn and released to the City.

(c) Notwithstanding any other provision of this Resolution, including in particular this Article, the obligation to remit rebatable arbitrage to the United States and to comply with all other requirements of this Section, the preceding Section and the Letter of Instructions shall survive the defeasance or payment in full of the Bonds.

ARTICLE IX
DEFAULT AND REMEDIES

Section 9.01. Remedies. The provisions of this Resolution, including the covenants and agreements contained herein, shall constitute a contract between the City and the Owners of the Bonds. The Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Bonds similarly situated:

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

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

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

Section 9.02. Limitation on Rights of Owners. The covenants and agreements of the City contained in this 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 shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, date of Stated Maturity and right of prior redemption as provided in this Resolution. No one or more Owners secured shall have any right in any manner whatever by such Owner's or Owners' action to affect, disturb or prejudice the security granted and provided for in this Resolution, or to enforce any right hereunder, except in the manner provided herein, 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.

Section 9.03. Remedies Cumulative. No remedy conferred upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred. No waiver of any default or breach of duty or contract by the Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence. Every substantive right and every remedy conferred upon the Owners of the Bonds by this Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. In case any suit, action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy shall have been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the City and the Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE X
AMENDMENTS

Section 10.01. Amendments. The City may from time to time, without the consent of or notice to any of the Owners, provide for amendment to the Bonds or this Resolution, for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in this Resolution or Bonds or to make any other change not prejudicial to the Owners;

(b) To grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners;

(c) To conform this Resolution or the Bonds to the Code or future applicable federal law concerning tax-exempt obligations; or

(d) To more precisely identify the Improvements.

The following modifications or amendments to the Bonds or this Resolution shall require the consent of 100% of the Owners of the Bonds:

(a) The extension of the Stated Maturity of the principal of any of the Bonds, or the extension of any Interest Payment Date;

(b) A reduction in the principal amount of any of the Bonds or the rate of interest on the Bonds; or

(c) A reduction in the aggregate principal amount of the Bonds.

Amendments or modifications of the Bonds and this Resolution not listed above may be made at any time by the City with the written consent of the Owners of not less than 66.66% in aggregate principal amount of the Bonds at the time Outstanding.

Section 10.02. Written Evidence of Amendments. Every amendment or modification of a provision of the Bonds or of this Resolution to which the written consent of the Owners is given as above provided shall be expressed in a resolution of the City amending or supplementing the provisions of this Resolution and shall be deemed to be a part of this Resolution. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification, if any. A certified copy of every such amendatory or supplemental resolution, if any, and a certified copy of this Resolution shall always be kept on file in the office of the City Clerk and shall be made available for inspection by the Owners of any Bond or prospective purchaser or Owners of any Bond authorized by this Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or of this Resolution will be sent by the City Clerk to any such Owner or prospective Owner.

ARTICLE XI
DEFEASANCE

Section 11.01. Defeasance. When all or any part of the Bonds or scheduled interest payments shall have been paid and discharged, then the requirements contained and the pledge of the City's faith and credit and all other rights granted herein shall cease and determine. Bonds or scheduled interest payments shall be deemed to have been paid and discharged within the meaning of this Resolution if there shall have been deposited with the Paying Agent or a bank located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of the Bonds, in trust for and irrevocably appropriated, moneys and/or United States Government Obligations, or other investments allowed by State law which, together with the interest to be earned on such United States Government Obligations, will be sufficient for the payment of the principal of the Bonds, the redemption premium thereon, if any there be, and/or interest accrued to the Stated Maturity or Redemption Date, as the case may be, or if default in such payment shall have occurred on such date, then to the date of the tender of such payments; provided, however, that if any such Bonds shall be redeemed prior to their Stated Maturity (a) the City has elected to redeem such Bonds and (b) either notice of such redemption has been given or the City has given irrevocable instructions, or shall have provided an escrow agent to give irrevocable instructions to the Paying Agent to give such notice of redemption in compliance with Article III of this

Resolution. Any moneys and United States Government Obligations which at any time shall be deposited with the Paying Agent or such bank by or on behalf of the City, for the purpose of paying and discharging any of the Bonds shall be and are assigned, transferred and set over to the Paying Agent or such bank in trust for the respective Owners of the Bonds, and such moneys shall be and are irrevocably appropriated to the payment and discharge thereof. All moneys and United States Government Obligations deposited with the Paying Agent or such bank shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution.

ARTICLE XII
TAX COVENANTS

Section 12.01. General Covenants.

(a) The City covenants and agrees that:

(i) it will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds; and

(ii) it will not use or permit the use of any proceeds of the Bonds or any other funds of the City, nor take or permit any other action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the Bonds. The City will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the City.

(b) The City covenants and agrees that:

(i) it will comply with all requirements of Section 148 of the Code to the extent applicable to the Bonds;

(ii) it will use the proceeds of the Bonds as soon as practicable and with all reasonable dispatch for the purposes for which the Bonds are issued; and

(iii) it will not invest or directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the City in any manner, or take or omit to take any action, that would cause the Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code.

(c) The City covenants and agrees that it will not use any portion of the proceeds of the Bonds, including any investment income earned on such proceeds, directly or indirectly, in a manner that would cause any Bond to be a “private activity bond” within the meaning of Section 141(a) of the Code.

Section 12.02. Rebate Covenants. The City covenants and agrees that it will pay or provide for the payment of from time to time all amounts required to be rebated to the United States pursuant to Section 148(f) of the Code and any Treasury Regulations applicable to the Bonds from time to time. The City specifically covenants to pay or cause to be paid to the United States, the required amounts of rebatable arbitrage at the times and in the amounts as determined by the Letter of Instructions. Notwithstanding anything to the contrary contained in this Resolution, the Letter of Instructions may be amended or replaced if, in the opinion of Bond Counsel, such amendment or replacement will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds. This covenant shall survive payment in full or defeasance of the Bonds.

Section 12.03. Survival of Covenants. The covenants contained in this Article shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to Article XI or any other provision of this Resolution until the final Stated Maturity date of all Bonds Outstanding.

ARTICLE XIII
DISCLOSURE

Section 13.01. Preliminary Official Statement and Final Official Statement. The City ratifies and confirms its prior approval of the form and content of the Preliminary Official Statement. The Preliminary Official Statement is "deemed final" by the City except for the omission of certain information as provided in the SEC Rule. The City approves the form and content of any addenda, supplement, or amendment thereto utilized to prepare the Final Official Statement. The use of the Final Official Statement in the reoffering of the Bonds by the Original Purchaser is approved and authorized. The proper officials of the City are authorized to execute and deliver a certificate pertaining to the accuracy and adequacy of the information in the Preliminary Official Statement and the Final Official Statement.

Section 13.02. Continuing Disclosure. The City covenants and agrees to provide continuing disclosure as required by the SEC Rule and as set forth in the Continuing Disclosure Letter of Instructions attached to the Preliminary Official Statement and the Final Official Statement and made a part hereof by reference.

ARTICLE XIV
MISCELLANEOUS PROVISIONS

Section 14.01. Succession of a Securities Depository. In the event the Securities Depository resigns 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 City may appoint a successor Securities Depository provided the City receives written evidence, satisfactory to the City, 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. The City, upon receipt of a book-entry Bond for cancellation shall cause the authorization and delivery of a book-entry Bond to the successor Securities Depository in appropriate denominations and form as provided in this Resolution. If the City

makes the determinations or receives the notice described in Section 2.04 of this Resolution, the City shall cause the notices described in Section 2.04 to be delivered and issue Bonds as described in that Section.

Section 14.02. Severability. In case any one or more of the provisions of this Resolution or of the Bonds issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, or of the Bonds appertaining thereto, but this Resolution and the Bonds shall be construed and enforced as if such illegal or invalid provision had not been contained therein. In case any covenant, stipulation, obligation or agreement contained in the Bonds or in this Resolution shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the City to the full extent permitted by law.

Section 14.03. Further Authority. The Mayor, City Clerk and other officials of the City are further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution to make alterations, changes or additions in the agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 14.04. Governing Law. This Resolution and the Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 14.05. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the Governing Body of the City.

(Remainder of Page Intentionally Left Blank)

ADOPTED by the Governing Body of the City on June 4, 2018.

Signed by the Mayor on June 4, 2018.

CITY OF GARDNER, KANSAS

By /s/
Mayor

(Seal)

Attest:

/s/
City Clerk

EXHIBIT A

(FORM OF BOND)

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

REGISTERED NUMBER R-__ REGISTERED $_____

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF JOHNSON
CITY OF GARDNER

GENERAL OBLIGATION BOND
SERIES 2018A

Interest Rate:	Maturity Date:	Dated Date:	CUSIP:
_____%	October 1, ____	June 28, 2018	365591 __ _

REGISTERED OWNER: Cede & Co. Tax Identification No. 132555119-0

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Gardner, in the County of Johnson, State of Kansas (the "City"), for value received, acknowledges itself to be indebted and promises to pay to the owner identified above or registered assigns (the "Owner"), as of the Record Dates as provided herein on the Maturity Date identified above, the Principal Amount identified above, and in like manner to pay interest on such Principal Amount at the rate of interest per annum set forth above (computed on the basis of a 360-day year of twelve 30-day months), semiannually on April 1 and October 1 of each year, commencing October 1, 2018 (the "Interest Payment Dates"), until the Principal Amount is paid from the Dated Date hereof or the most recent Interest Payment Date to which interest has been paid.

The principal or redemption price of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered at the maturity or redemption date, upon presentation and surrender of this Bond at the office of the Treasurer of the State of Kansas, Topeka, Kansas (the "Paying Agent" and "Bond Registrar"). The interest payable on this Bond

on any Interest Payment Date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Bond Registrar at the close of business on the record date for such interest, which shall be the fifteenth day (whether or not a business day) of the calendar month next preceding the Interest Payment Date (the "Record Dates"). Such interest shall be payable: (a) by check or draft mailed by the Paying Agent to the address of the Owner shown on the Bond Register; (b) at such other address as is furnished to the Paying Agent in writing by the Owner; or (c) in the case of an interest payment to any Owner that is a securities depository, by wire transfer to such Owner upon written notice given to the Paying Agent by such Owner, not less than 15 days prior to the Record Date for such interest, containing the wire transfer address (which shall be in the continental United States) to which such Owner wishes to have such wire directed. The principal or redemption price of and interest on the Bonds shall be payable in any coin or currency that, on the respective dates of payment, is legal tender for the payment of public and private debts.

This Bond is one of an authorized series of Bonds of the City designated "General Obligation Bonds, Series 2018A," in an aggregate principal amount of $[15,850,000] (the "Bonds") issued for the purposes set forth in the Ordinance of the City authorizing the issuance of the Bonds and the Resolution of the City prescribing the form and details of the Bonds (jointly, the "Resolution"). The Bonds are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including, but not limited to, K.S.A. 10-101 *et seq.*, K.S.A. 12-685 *et seq.*, and K.S.A. 12-1736 *et seq.*, all as amended or supplemented, and all other applicable provisions of the laws of the State of Kansas. The Bonds constitute general obligations of the City payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are pledged for the payment of the principal of and interest on this Bond and the issue of which it is a part as the same respectively become due.

Optional Redemption. At the option of the City, Bonds maturing on October 1, 2028, and thereafter, may be called for redemption and payment prior to maturity on October 1, 2027, or thereafter at any time, in whole or in part (selection of Bonds to be designated by the City in such equitable manner as it may determine), at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption.

[Sinking Fund Redemption. Each of the Bonds maturing on October 1, ____ and October 1, ____ (the "Term Bonds"), shall also be subject to mandatory redemption and payment pursuant to the redemption schedule in the Resolution, at the principal amount, plus accrued interest to date fixed for redemption and payment, without premium. The City agrees to redeem the Term Bonds in the principal amounts and at the times set forth in the Resolution.]

Whenever the City is to select Bonds for the purpose of redemption, it shall, in the case of Bonds in denominations greater than $5,000, if less than all of the Bonds then outstanding are to be called for redemption, treat each $5,000 of face value of each such fully registered Bond as though it were a separate Bond in the denomination of $5,000.

If any Bonds are called for redemption and payment prior to maturity, the City shall instruct the Bond Registrar to give written notice of its intention to call and pay such Bonds on a specified

date, the same being described by maturity, this notice to be mailed by United States first class mail addressed to the Owners of the Bonds, each of these notices to be mailed not less than 30 days prior to the date fixed for redemption. All Bonds so called for redemption and payment as described above shall cease to bear interest from and after the date for which such call is made, provided funds are available for the payment of such Bonds at the price specified.

The Bonds are issued in fully registered form in the denomination of $5,000 or any integral multiple thereof. This Bond may be transferred or exchanged, as provided in the Resolution, only on the Bond Register kept for that purpose at the principal office of the Bond Registrar, upon surrender of this Bond together with a written instrument of transfer or authorization for exchange satisfactory to the Bond Registrar executed by the Owner, or the Owner's authorized agent, and thereupon a new Bond or Bonds in any authorized denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Resolution and upon payment of the charges prescribed therein. The City, the Paying Agent and the Bond Registrar may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner for the purpose of receiving payment of, or on account of, the principal, redemption premium, if any, and interest due and for all other purposes, and the City, the Paying Agent and the Bond Registrar shall not be affected by any notice to the contrary. The City shall pay all costs incurred in connection with the issuance, payment and initial registration of the Bonds and the cost of a reasonable supply of bond blanks.

The City 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 City of its intent to pay Defaulted Interest (as defined in the Resolution) and ending at the close of business on the date fixed for the payment of Defaulted Interest.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Bond Registrar.

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

IN WITNESS WHEREOF, the City has caused this Bond to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, and its seal to be affixed to or imprinted on, and this Bond to be dated the Dated Date shown herein.

CITY OF GARDNER, KANSAS

By _____
Mayor

(Seal)

Attest:

_____
City Clerk

CERTIFICATE OF CITY CLERK

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

I, the City Clerk of the City of Gardner, Kansas, certify that this Bond has been registered in my office according to law as of June 4, 2018.

WITNESS my hand and official seal.

By _____
City Clerk

(Seal)

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of a series of General Obligation Bonds, Series 2018A, of the City of Gardner, Kansas, described in the within-mentioned Resolution.

Registration Date _____

OFFICE OF THE STATE TREASURER
TOPEKA, KANSAS,
as Bond Registrar and Paying Agent

By _____

Registration Number _____

CERTIFICATE OF STATE TREASURER
OFFICE OF THE TREASURER, STATE OF KANSAS

I, JAKE LATURNER, Treasurer of the State of Kansas, do certify that a transcript of the proceedings leading up to the issuance of this Bond has been filed in my office, and that this Bond was registered in my office according to law on _____.

WITNESS my hand and official seal.

By _____
Treasurer of the State of Kansas

(Seal)

BOND ASSIGNMENT

For value received, the undersigned sells, assigns and transfers unto

_____

(Print or Type Name, Address and Social Security Number or
other Taxpayer Identification Number of Transferee)

the within Bond and all rights thereunder, and irrevocably constitutes and appoints _____ agent to transfer the within Bond on the books kept by the Paying Agent for the registration, with full power of substitution in the premises.

Dated: _____

_____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular.

Signature Guaranteed By:

_____

(Name of Eligible Guarantor Institution)

By _____
Name _____
Title _____

EXHIBIT B
ADDITIONAL TERMS OF THE BONDS

Definitions. The following terms defined in the Resolution shall have the meanings ascribed below.

[“**Bond Insurer**” means _____.]

“**Ordinance**” means Ordinance No. ____ of the City authorizing the issuance of the Bonds.

“**Original Purchaser**” means [Original Purchaser], [Original Purchaser Location], the original purchaser of the Bonds.

“**Purchase Price**” for the Bonds shall be the par value of the Bonds plus accrued interest, if any, to the date of delivery[, plus a premium of $_____] [, less a discount of $_____].

[“**Term Bonds**” shall mean the 20__ Term Bonds and the 20__ Term Bonds.

“**20__ Term Bonds**” shall mean the Bonds maturing in the year 20__.

“**20__ Term Bonds**” shall mean the Bonds maturing in the year 20__.]

Maturity Schedule. All of the Bonds shall be become due on the Stated Maturities, and shall bear interest at the rates per annum as follows:

SERIAL BONDS

Stated Maturity October 1	Principal Amount	Interest Rate	Stated Maturity October 1	Principal Amount	Interest Rate
2018	$	%	2028	$	%
2019			2029		
2020			2030		
2021			2031		
2022			2032		
2023			2033		
2024			2034		
2025			2035		
2026			2036		
2027			2037		

[TERM BONDS

Stated Maturity October 1	**Principal Amount**	**Interest Rate]**

The 20__ Term Bonds shall also be subject to mandatory redemption and payment on October 1, 20__, or on any Stated Maturity thereafter, pursuant to the redemption schedule set out below, at the principal amount, plus accrued interest to the date fixed for redemption and payment, without premium. The City agrees to redeem the following principal amounts of the 20__ Term Bonds in each of the following years:

Principal Amount	Payable October 1
$	20__
	20__*

*Final Maturity.

The 20__ Term Bonds shall also be subject to mandatory redemption and payment on October 1, 20__, or on any Stated Maturity thereafter, pursuant to the redemption schedule set out below, at the principal amount, plus accrued interest to the date fixed for redemption and payment, without premium. The City agrees to redeem the following principal amounts of the 20__ Term Bonds in each of the following years:

Principal Amount	Payable October 1
$	20__
	20__*

*Final Maturity.]

Premium. The amount of premium on the Bonds, if any, to be deposited in the Principal and Interest Account is $0.