Gilmore & Bell, P.C.
10/15/2026

**NOTICE OF NOTE SALE**

**$1,150,000***

**CITY OF AUGUSTA, KANSAS**

**GENERAL OBLIGATION TEMPORARY NOTES**
**SERIES 2026-2**

(GENERAL OBLIGATION NOTES PAYABLE
FROM UNLIMITED AD VALOREM TAXES)

**Bids**. Facsimile, email and electronic (as explained below) bids for the purchase of the above-referenced temporary notes (the "Notes") of the City of Augusta, Kansas (the "Issuer") herein described will be received on behalf of the undersigned Clerk of the Issuer at the address hereinafter set forth in the case of email and facsimile bids, and via PARITY® in the case of electronic bids, until 10:00 A.M. applicable Central Time (the "Submittal Hour"), on

**MONDAY, NOVEMBER 16, 2026**

(the "Sale Date"). All bids will be publicly evaluated at said time and place and the award of the Notes to the successful bidder (the "Successful Bidder") will be acted upon by the Governing Body of the Issuer (the "Governing Body") at its meeting to be held at 7:00 P.M. on the Sale Date. No oral or auction bids will be considered. Capitalized terms not otherwise defined herein shall have the meanings set forth in the hereinafter referenced Preliminary Official Statement relating to the Notes.

**Terms of the Notes**. The Notes will consist of fully registered notes in the denomination of $5,000 or any integral multiple thereof (the "Authorized Denomination"). The Notes will be dated December 10, 2026 (the "Dated Date"), and will become due in principal installments in the years as follows:

| **Stated Maturity (March 1)** | **Principal Amount*** |
|---|---|
| 2030 | $1,150,000* |

The Notes will bear interest from the Dated Date at rates to be determined when the Notes are sold as hereinafter provided, which interest will be payable semiannually on March 1 and September 1 in each year, beginning on March 1, 2027 (the "Interest Payment Dates").

* **Adjustment of Issue Size**. The Issuer reserves the right to increase or decrease the total principal amount of the Notes or the schedule of principal payments described above, depending on the purchase price and interest rates bid and the offering prices specified by the Successful Bidder. The Successful Bidder may not withdraw its bid or change the interest rates bid as a result of any changes made to the principal amount of the Notes or the schedule of principal payments as described herein. If there is an increase or decrease in the final aggregate principal amount of the Notes or the schedule of principal payments as described above, the Issuer will notify the Successful Bidder by means of telephone or facsimile transmission, subsequently confirmed in writing, no later than 2:00 p.m., applicable Central Time, on the business day immediately following the Sale Date. The actual purchase price for the Notes shall be

calculated by applying the percentage of par value bid by the Successful Bidder against the final aggregate principal amount of the Notes, as adjusted, plus accrued interest from the Dated Date to the Closing Date (as hereinafter defined).

**Place of Payment**. The principal of and interest on the Notes will be payable in lawful money of the United States of America by check or draft of the Treasurer of the State of Kansas, Topeka, Kansas (the "Paying Agent" and "Note Registrar"). The principal of each Note will be payable at maturity or earlier redemption to the owners thereof whose names are on the registration books (the "Note Register") of the Note Registrar (the "Registered Owner") upon presentation and surrender at the principal office of the Paying Agent. Interest on each Note will be payable to the Registered Owner of such Note as of the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date (the "Record Date"): (a) mailed by the Paying Agent to the address of such Registered Owner as shown on the Note Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to Cede & Co. or any Registered Owner of $500,000 or more in aggregate principal amount of Notes, by electronic transfer to such Registered Owner upon written notice given to the Note Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed.

**Note Registration**. The Notes will be registered pursuant to a plan of registration approved by the Issuer and the Attorney General of the State of Kansas (the "State"). The Issuer will pay for the fees of the Note Registrar for registration and transfer of the Notes and will also pay for printing a reasonable supply of registered note blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Note Registrar, will be the responsibility of the Registered Owners.

**Book-Entry-Only System**. The Notes shall be initially registered in the name of Cede & Co., as the nominee of DTC and no beneficial owner will receive certificates representing their interests in the Notes. During the term of the Notes, so long as the book-entry-only system is continued, the Issuer will make payments of principal of, premium, if any, and interest on the Notes to DTC or its nominee as the Registered Owner of the Notes. DTC will make book-entry-only transfers among its participants and receive and transmit payment of principal of, premium, if any, and interest on the Notes to its participants who shall be responsible for transmitting payments to beneficial owners of the Notes in accordance with agreements between such participants and the beneficial owners. The Issuer will not be responsible for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants. In the event that: (a) DTC determines not to continue to act as securities depository for the Notes, or (b) the Issuer determines that continuation of the book-entry-only form of evidence and transfer of ownership of the Notes would adversely affect the interests of the beneficial owners of the Notes, the Issuer will discontinue the book-entry-only form of registration with DTC. If the Issuer fails to identify another qualified securities depository to replace DTC, the Issuer will cause to be authenticated and delivered to the beneficial owners replacement Notes in the form of fully registered certificates. Reference is made to the Preliminary Official Statement for further information regarding the book-entry-only system of registration of the Notes and DTC.

**Redemption of Notes Prior to Maturity**.

***General***. Whenever the Issuer is to select Notes for the purpose of redemption, it will, in the case of Notes in denominations greater than the minimum Authorized Denomination, if less than all of the Notes then outstanding are to be called for redemption, treat each minimum Authorized Denomination of face value of each such fully registered Note as though it were a separate Note in the minimum Authorized Denomination.

***Optional Redemption***. At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity on March 1, 2028, and thereafter, as a whole or in part (selection of the amount of Notes to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption.

***Notice and Effect of Call for Redemption***. Unless waived by any owner of Notes to be redeemed, if the Issuer shall call any Notes for redemption and payment prior to the maturity thereof, the Issuer shall give written notice of its intention to call and pay said Notes to the Note Registrar and the Successful Bidder. In addition, the Issuer shall cause the Note Registrar to give written notice of redemption to the registered owners of said Notes. Each of said written notices shall be deposited in United States first class mail not less than 45 days prior to the Redemption Date. All notices of redemption shall state the Redemption Date, the redemption price, the Notes to be redeemed, the place of surrender of Notes so called for redemption and a statement of the effect of the redemption. The Issuer shall also give such additional notice as may be required by State law or regulation of the Securities and Exchange Commission in effect as of the date of such notice. If any Note be called for redemption and payment as aforesaid, all interest on such Note shall cease from and after the Redemption Date, provided funds are available for its payment at the price hereinbefore specified.

**Authority, Purpose and Security**. The Notes are being issued pursuant to K.S.A. 10-123, and K.S.A. 12-6a01 *et seq.*, as amended, and a resolution adopted by the Governing Body (the "Note Resolution") for the purpose of paying costs of certain street, storm water drainage, sanitary sewer, water line, and electric utility system improvements (the "Improvements"). The Notes shall be general obligations of the Issuer payable as to both principal and interest from the proceeds of general obligation bonds of the Issuer, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are irrevocably pledged for the prompt payment of the principal and interest on the Notes as the same become due.

**Submission of Bids**. Facsimile and email bids must be made on forms which may be procured from the Clerk or the Financial Advisor and shall be addressed to the undersigned, and marked "Proposal for General Obligation Temporary Notes, Series 2026-2." Facsimile bids should not be preceded by a cover sheet and should be sent only once to ***(913) 345-3393.*** Email bids should be sent only once to the Financial Advisor at clayton.kelley@psc.com. Confirmation of receipt of facsimile or email bids may be made by contacting the Financial Advisor at the number listed below. Electronic bids via PARITY® must be submitted in accordance with its Rules of Participation, as well as the provisions of this Notice of Note Sale. ***Any bid submitted shall include the initial offering prices to the public for the Notes***. If provisions of this Notice of Note Sale conflict with those of PARITY®, this Notice of Note Sale shall control. Bids must be received prior to the Submittal Hour on the Sale Date. The Issuer and Financial Advisor shall not be responsible for failure of the transmission or the receipt of any bid.

**PARITY®**. Information about the electronic bidding services of PARITY® may be obtained from i-Deal LLC at 1359 Broadway, 2nd Floor, New York, New York 10018, Phone No. (212) 849-5023.

**Conditions of Bids**. Proposals will be received on the Notes bearing such rate or rates of interest as may be specified by the bidders, subject to the following conditions: (a) the same rate shall apply to all Notes; (b) no interest rate may exceed a rate equal to the daily yield for the 10-year Treasury Bond published by ***THE BOND BUYER***, in New York, New York, on the Monday next preceding the day on which the Notes are sold, plus 3%; (c) no supplemental interest payments will be considered; and (d) each interest rate specified shall be a multiple of 1/8 or 1/20 of 1%. No bid for less than ***100%*** of the principal amount of the Notes and accrued interest thereon to the date of delivery will be considered. Each bid shall specify

the total interest cost (expressed in dollars) during the term of the Notes on the basis of such bid, and an estimate of the TIC (as hereinafter defined). Each bidder shall certify to the Issuer the correctness of the information contained on the Official Bid Form; the Issuer will be entitled to rely on such certification. Each bidder agrees that, if it is awarded the Notes, it will provide the certification described under the caption "Establishment of Issue Price" in this Notice.

**Good Faith Deposit**. A good faith deposit is not required to bid on the Notes.

**Basis of Award**. The award of the Notes will be made on the basis of the lowest true interest cost ("TIC"), which will be determined as follows: the TIC is the discount rate (expressed as a per annum percentage rate) which, when used in computing the present value of all payments of principal and interest to be paid on the Notes, from the payment dates to the Dated Date, produces an amount equal to the price bid, including any adjustments for premium or discount, if any. Present value will be computed on the basis of semiannual compounding and a 360-day year of twelve 30-day months. Bidders are requested to provide a calculation of the TIC for the Notes on the Official Bid Form, computed as specified herein on the basis of their respective bids, which shall be considered as informative only and not binding on either the bidder or the Issuer. The Issuer or its Financial Advisor will verify the TIC based on such bids. If there is any discrepancy between the TIC specified and the bid price and interest rates specified, the specified bid price and interest rates shall govern, and the TIC specified in the bid shall be adjusted accordingly. If two or more proper bids providing for identical amounts for the lowest TIC are received, the Governing Body of the Issuer will determine which bid, if any, will be accepted, and its determination is final.

The Issuer reserves the right to reject any and/or all bids and to waive any irregularities in a submitted bid. Any bid received after the Submittal Hour on the Sale Date will not be considered. Any disputes arising hereunder shall be governed by the laws of the State, and any party submitting a bid agrees to be subject to jurisdiction and venue of the federal and state courts within the State with regard to such dispute.

The Issuer's acceptance of the Successful Bidder's proposal for the purchase of the Notes in accordance with this Notice of Note Sale shall constitute a note purchase agreement between the Issuer and the Successful Bidder for purposes of the laws of the State and a contract between the Issuer and the Successful Bidder for the purposes of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") and Rule G-32 of the Municipal Securities Rulemaking Board ("Rule G-32"). The method of acceptance shall be determined solely by the Governing Body.

**Ratings**. The Issuer has applied to S&P Global Ratings, a division of Standard & Poor's Financial Services LLC, for a rating on the Notes herein offered for sale. Such application and ratings are further described in the Preliminary Official Statement, hereinafter described.

**Optional Bond Insurance**. The Issuer has **not** applied for any policy of municipal bond insurance with respect to the Notes, and will not pay the premium in connection with any policy of municipal bond insurance desired by the Successful Bidder. In the event a bidder desires to purchase and pay all costs associated with the issuance of a policy of municipal bond insurance in connection with the Notes, such indication and the name of the desired insurer must be set forth on the bidder's Official Bid Form, and shall specify all terms and conditions to which the Issuer will be required to agree in connection with the issuance of such insurance policy. The Issuer specifically reserves the right to reject any bid specifying municipal bond insurance, even though such bid may result in the lowest TIC to the Issuer.

**CUSIP Numbers**. CUSIP identification numbers will be assigned and printed on the Notes, but neither the failure to print such number on any Note nor any error with respect thereto shall constitute cause for failure or refusal by the purchaser thereof to accept delivery of and pay for the Notes in accordance with

the terms of this Notice. The Financial Advisor will apply for CUSIP numbers pursuant to Rule G-34 implemented by the Municipal Securities Rulemaking Board. All expenses in relation to the assignment and printing of CUSIP numbers on the Notes will be paid by the Issuer.

**Delivery and Payment**. The Issuer will pay for the preparation of the Notes and will deliver the Notes properly prepared, executed and registered without cost on or about **DECEMBER 10, 2026** (the "Closing Date"), to DTC for the account of the Successful Bidder or at such bank or trust company in the contiguous United States of America as may be specified by the Successful Bidder, or elsewhere at the expense of the Successful Bidder. The Successful Bidder will be furnished with a certified transcript of the proceedings evidencing the authorization and issuance of the Notes and the usual closing documents, including a certificate that there is no litigation pending or threatened at the time of delivery of the Notes affecting their validity and a certificate regarding the completeness and accuracy of the Official Statement. Payment for the Notes shall be made in federal reserve funds, immediately available for use by the Issuer. The Issuer will deliver one Note of each maturity registered in the nominee name of DTC.

**Establishment of Issue Price**.

(a) In order to provide the Issuer with information necessary for compliance with Section 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder (collectively the "Code"), the Successful Bidder will be required to assist the Issuer in establishing the "issue price" of the Notes and complete, execute and deliver to the Issuer prior to the Closing Date, a written certification in a form acceptable to the Successful Bidder, the Issuer and Bond Counsel (the "Issue Price Certificate") containing the following for the Notes: (1) the interest rate; (2) the reasonably expected initial offering price to the "public" (as said term is used in Treasury Regulation Section 1.148-1(f) (the "Regulation")) or the sale price; and (3) pricing wires or equivalent communications supporting such offering or sale price. However, such Issue Price Certificate may indicate that the Successful Bidder has purchased the Notes for its own account in a capacity other than as an underwriter or wholesaler, and currently has no intent to reoffer the Notes for sale to the public. Any action to be taken or documentation to be received by the Issuer pursuant hereto may be taken or received by the Financial Advisor or Bond Counsel on behalf of the Issuer.

(b) The Issuer intends that the sale of the Notes pursuant to this Notice shall constitute a "competitive sale" as defined in the Regulation. In support thereof: (1) the Issuer shall cause this Notice to be disseminated to potential bidders in a manner reasonably designed to reach potential bidders; (2) all bidders shall have an equal opportunity to submit a bid; (3) the Issuer reasonably expects that it will receive bids from at least three bidders that have established industry reputations for underwriting municipal bonds such as the Notes; and (4) the Issuer anticipates awarding the sale of the Notes to the bidder that provides a bid with the lowest TIC in accordance with the section hereof entitled "Basis of Award."

(c) Any bid submitted pursuant to this Notice shall be considered a firm offer for the purchase of the Notes as specified therein. The Successful Bidder shall constitute an "underwriter" as said term is defined in the Regulation. By submitting its bid, the Successful Bidder confirms that it shall require any agreement among underwriters, a selling group agreement or other agreement to which it is a party relating to the initial sale of the Notes, to include provisions requiring compliance with provisions of the Code and the Regulation regarding the initial sale of the Notes.

(d) If all of the requirements of a "competitive sale" are not satisfied, the Issuer shall advise the Successful Bidder of such fact at the time of award of the sale of the Notes to the Successful Bidder and the following provisions shall apply to the Notes. ***In such event, any bid submitted will not be subject to cancellation or withdrawal***. Within twenty-four (24) hours of the notice of award of the sale of the Notes, the Successful Bidder shall advise the Issuer if a "substantial amount" (as defined in the Regulation (10%))

of Notes has been sold to the public and the price at which such substantial amount was sold. The Issuer will treat such sale price as the "issue price" for the Notes. The Issuer will ***not*** require the Successful Bidder to comply with that portion of the Regulation commonly described as the "hold-the-offering-price" requirement for the Notes, but the Successful Bidder may elect such option. If the Successful Bidder exercises such option, the Issuer will apply the initial offering price to the public provided in the bid as the issue price for the Notes. If the Successful Bidder does not exercise that option, it shall thereafter promptly provide the Issuer the prices at which a substantial amount of the Notes is sold to the public; provided such determination shall be made and the Issuer notified of such prices not later than three (3) business days prior to the Closing Date. ***Any change in the issue price of any of the Notes after the Submittal Hour will not affect the purchase price for the Notes submitted in the bid of the Successful Bidder***.

(e) This agreement by the Successful Bidder to provide such information will continue to apply after the Closing Date if: (a) the Issuer requests the information in connection with an audit or inquiry by the Internal Revenue Service (the "IRS") or the Securities and Exchange Commission (the "SEC") or (b) the information is required to be retained by the Issuer pursuant to future regulation or similar guidance from the IRS, the SEC or other federal or state regulatory authority.

**Preliminary Official Statement and Official Statement**. The Issuer has prepared a Preliminary Official Statement dated November __, 2026, "deemed final" by the Issuer except for the omission of certain information as provided in the Rule, copies of which may be obtained from the Clerk or from the Financial Advisor. Upon the sale of the Notes, the Issuer will adopt the final Official Statement and will furnish the Successful Bidder, without cost, within seven business days of the acceptance of the Successful Bidder's proposal, with a sufficient number of copies thereof, which may be in electronic format, in order for the Successful Bidder to comply with the requirements of the Rule and Rule G-32. Additional copies may be ordered by the Successful Bidder at its expense.

**Continuing Disclosure.** In the Note Resolution, the Issuer has covenanted to annually provide certain financial information and operating data and other information necessary to comply with the Rule, and to transmit the same to the Municipal Securities Rulemaking Board. This covenant is for the benefit of and is enforceable by the Beneficial Owners of the Notes. For further information, reference is made to the caption "INTRODUCTION – Continuing Disclosure" in the Preliminary Official Statement.

**Assessed Valuation and Indebtedness.** The total assessed valuation of the taxable tangible property within the Issuer for the year 2025 is as follows:

| | |
|---|---|
| Equalized Assessed Valuation of | |
| Taxable Tangible Property ..... | $87,802,239 |
| Tangible Valuation of Motor Vehicles..... | 11,052,902 |
| Equalized Assessed Tangible Valuation | |
| for Computation of Bonded Debt Limitations ..... | $98,855,141 |

The total general obligation indebtedness of the Issuer as of the Dated Date, including the Notes being sold, is $23,100,000.

**Legal Opinion**. The Notes will be sold subject to the approving legal opinion of GILMORE & BELL, P.C., WICHITA, KANSAS, Bond Counsel to the Issuer, which opinion will be furnished and paid for by the Issuer, will be printed on the Notes, if the Notes are printed, and will be delivered to the Successful Bidder when the Notes are delivered. Said opinion will also include the opinion of Bond Counsel relating to the interest on the Notes being excludable from gross income for federal income tax purposes and exempt

from income taxation by the State of Kansas. Reference is made to the Preliminary Official Statement for further discussion of federal and Kansas income tax matters relating to the interest on the Notes.

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

**Additional Information**. Additional information regarding the Notes may be obtained from the undersigned, or from the Financial Advisor at the addresses set forth below:

**DATED: October 19, 2026**.

**CITY OF AUGUSTA, KANSAS**
By: Erica Jones, Clerk

***Issuer Address:***

113 E. 6th Avenue, P.O. Box 489
Augusta, Kansas 67010
Attn: Erica Jones, Clerk
Phone No.: (316) 775-4510
Fax No.: (316) 775-4566
Email: ejones@augustagov.org

***Financial Advisor – Facsimile and Email Bid Delivery Address:***

Piper Sandler & Co.
11635 Rosewood Street
Leawood, Kansas 66211
Attn: Clayton Kelley
Phone No.: (913) 345-3377
Fax No.: (913) 345-3393
Email: clayton.kelley@psc.com

**OFFICIAL BID FORM**

PROPOSAL FOR THE PURCHASE OF CITY OF AUGUSTA, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2026-2

TO: Erica Jones, Clerk
City of Augusta, Kansas

November 16, 2026

For $1,150,000* principal amount of General Obligation Temporary Notes, Series 2026-2, of the City of Augusta, Kansas (the "Issuer"), to be dated December 10, 2026, as described in your Notice of Note Sale dated October 19, 2026 (the "Notice"), said Notes to bear interest as follows:

| Maturity March 1 | Principal Amount* | Interest Rate | Initial Offering Price |
|---|---|---|---|
| 2030 | $1,150,000* | [_____]% | [_____]% |

* Subject to change, see the Notice

the undersigned will pay the purchase price for the Notes set forth below, plus accrued interest to the date of delivery.

Principal Amount ..... $1,150,000*
Plus Premium (if any) ..... _____
Total Purchase Price ..... $_____

Total interest cost to maturity at the rate(s) specified ..... $_____
Net interest cost ..... $_____
Average annual net interest rate ..... _____%
True Interest Cost ..... _____%

This proposal is subject to all terms and conditions contained in the Notice, and if the undersigned is the Successful Bidder, the undersigned will comply with all of the provisions contained in the Notice. The acceptance of this proposal by the Issuer by execution below shall constitute a contract between the Issuer and the Successful Bidder for purposes of complying with Rule 15c2-12 of the Securities and Exchange Commission and a note purchase agreement for purposes of the laws of the State of Kansas.

Submitted by: _____

(LIST ACCOUNT MEMBERS ON REVERSE)

By: _____
Telephone No. (_____) _____

**ACCEPTANCE**

Pursuant to action duly taken by the Governing Body of the Issuer the above proposal is hereby accepted on November 16, 2026.

Attest:

_____ Clerk

_____ Mayor

**NOTE**: No additions or alterations in the above proposal form shall be made, and any erasures may cause rejection of any bid. Facsimile bids may be filed with Piper Sandler & Co., Fax No. (913) 345-3393, email bids may be sent to Piper Sandler & Co. at clayton.kelley@psc.com, and electronic bids may be submitted via ***PARITY***®, at or prior to 10:00 A.M. applicable Central Time, on November 16, 2026. Any bid received after such time will not be accepted or shall be returned to the bidder.