

NOTICE OF SALE

\$7,510,000*
CITY OF WARRENSBURG, MISSOURI
REFUNDING CERTIFICATES OF PARTICIPATION
SERIES 2017

Bids. Electronic bids for the purchase of \$7,510,000* principal amount of Refunding Certificates of Participation, Series 2017 (the “Certificates”) of the City of Warrensburg, Missouri (the “City”), herein described, will be received **until 10:00 a.m., Central Time**, on

November 28, 2017

All proposals must be submitted electronically through PARITY® as further described herein. No oral or auction bids will be considered. All bids will be read and evaluated at that time and place, and the award of the Certificates will be acted upon by the Mayor of the City, as authorized by ordinance of the City passed by the City Council on November 13, 2017.

Pre-Bid Revisions. The City reserves the right to issue a Supplemental Notice of Sale not later than 24 hours prior to the Sale Date (hereafter defined) through PARITY® and MuniHub (“Supplemental Notice”). If issued, the Supplemental Notice may modify such terms of this Notice of Sale as the City determines, including the date and time of the sale. Any such modifications will supersede the terms as set forth herein.

Adjustment of Issue Size. In order to properly structure the transaction with respect to the required size of the refunding escrow for the Refunded Certificates (defined hereafter), the City reserves the right, on the date of the award of the Certificates to the successful bidder, in the City’s sole discretion, to increase or decrease the principal amount of any maturity by not more than 20% of the principal amount of such maturity, or to increase or decrease the aggregate principal amount of the Certificates by not more than 15%, depending on the interest rates bid and the bid premium, if any. After bids are received and the successful bidder is determined, the bidding of the escrow securities will occur. Once the escrow securities have been identified and an independent mathematical escrow verification is complete, the final sizing and the principal amounts for each maturity will be confirmed to 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 as described herein. In the event there is an increase or decrease in the final principal amount per maturity as described above, or in the aggregate principal amount of the Certificates, the successful bidder will be notified on the Sale Date (hereafter defined) by telephone, fax or electronic mail of such increases or decreases promptly after the sale and prior to the award of the bid by the City. In the event that the maturity amounts of the Certificates are adjusted, the purchase price will be adjusted to ensure that the percentage net compensation (i.e., the percentage resulting from dividing (i) the aggregate difference between the offering price of the Certificates to the public and the price to be paid to the City by (ii) the principal amount of the Certificates) remains constant.

Terms of the Certificates. The Certificates will consist of fully registered certificates in the denomination of \$5,000 or any integral multiple thereof. The Certificates will be dated their date of delivery, and will become due in principal installments on September 1 in the years, subject to adjustment as provided herein, as follows:

* Preliminary, subject to change.

Serial Certificates*

<u>Maturity Date</u> <u>September 1</u>	<u>Principal</u> <u>Amount</u>
2018	\$450,000
2019	330,000
2020	330,000
2021	315,000
2022	320,000
2023	355,000
2024	365,000
2025	585,000
2026	645,000
2027	705,000
2028	745,000
2029	795,000
2030	345,000
2031	390,000
2032	420,000
2033	415,000

The Certificates will bear interest from the date thereof at rates to be determined when the Certificates are sold as hereinafter provided, which interest will be payable semiannually on March 1 and September 1 in each year, beginning on March 1, 2018.

Authority, Purpose and Security. The Certificates are being issued pursuant to the constitution and laws of the State of Missouri for the purpose of providing funds, together with other available funds of the City including a transfer from a prior reserve fund, to advance refund the City's outstanding Refunding and Improvement Certificates of Participation, Series 2009 maturing in 2018 and thereafter (the "Series 2009 Certificates") and the City's outstanding Certificates of Participation, Series 2010 maturing in 2018 and thereafter (the "Series 2010 Certificates," with the Series 2009 Certificates and the Series 2010 Certificates collectively being the "Refunded Certificates").

Pursuant to the terms of a Lease Purchase Agreement dated as of December 1, 2017 (the "Lease Agreement"), between the City and UMB Bank, N.A., as trustee (the "Trustee"), an Indenture of Trust dated as of December 1, 2017 (the "Indenture") between the City and the Trustee, and the terms of a Ground Lease dated as of December 1, 2017 (the "Ground Lease") between the City and the Trustee, (a) the City will lease certain real estate and the improvements thereon (the "Site") to the Trustee, (b) the proceeds of the Certificates will be used to refund the Refunded Certificates, and (c) the Trustee will lease the Site and the improvements thereon (collectively, the "Facilities") to the City for an initial term ending September 30, 2018 (the "Original Term"), with successive one-year renewal options, provided that the final renewal term does not extend beyond September 30, 2033 (the "Renewal Terms"), which Renewal Terms are subject to the City's annual budget appropriations.

The Certificates evidence undivided ownership interests in the right to receive lease payments (the "Rental Payments," consisting of "Principal Components" and "Interest Components") under the Lease Agreement. The Certificates are being executed and delivered pursuant to the Indenture, which will be executed by the City and the Trustee. Each Certificate evidences the undivided interest of the owner thereof in the right to receive Rental Payments from the City under the Lease Agreement, and other payments, revenues and receipts derived under the Lease Agreement (including, in certain circumstances, Certificate proceeds and income from the temporary investment thereof and proceeds from insurance and condemnation awards), and are secured by a pledge and assignment of the trust estate granted by the Trustee in favor of the owners of the Certificates, as provided in

* Preliminary, subject to change.

the Indenture. Neither the Lease Agreement nor the Certificates shall constitute a liability or obligation of the City beyond the Lease Term in effect at any time. The Certificates shall not constitute a general obligation or indebtedness of the City within the meaning of any constitutional or statutory debt limitation or restriction. The Lease Agreement is subject to termination on an annual basis at the option of the City.

The Certificates will be payable solely from the rents, revenues and receipts received by the Trustee, as lessor under the Lease Agreement, for the use of the Facilities and not from any other fund or source of the Trustee, from certain proceeds of insurance policies or condemnation awards, from interest earnings on moneys in certain funds held by the Trustee, from money derived from the sale or lease of the Facilities or portions thereof and not from any other fund or source of the Trustee. Pursuant to the Indenture, the Trustee will pledge and assign such rents, revenues and receipts and other moneys to the payment of the Certificates and the Interest Component due thereon.

The Certificates are more particularly described in the Preliminary Official Statement dated the date hereof, available from the City's municipal advisor, Piper Jaffray & Co. (the "Municipal Advisor"). This Notice of Sale contains certain information for quick reference only. It is not, and is not intended to be, a summary of the Certificates. Each bidder is required to read the entire Preliminary Official Statement to obtain information essential to making an informed investment decision.

Place of Payment. Principal will be payable upon presentation and surrender of the Certificates by the registered owners thereof at the payment office of the Trustee. Interest Components shall be paid to the registered owners of the Certificates as shown on the register at the close of business on the record date for such interest (a) by check or draft mailed by the Trustee to the address of such registered owners shown on the bond register, (b) at such other address as is furnished to the Trustee in writing by any registered owner or (c) in the case of an interest payment to any registered owner of \$500,000 or more in aggregate principal amount of the Certificates, by electronic transfer to such registered owner upon written notice given to the Trustee by such registered owner, not less than 5 days prior to the record date for such interest, containing the electronic transfer instructions including the name and address of the bank (which shall be in the continental United States), ABA routing number, account name and account number to which such registered owner wishes to have such transfer directed.

Book-Entry Only System and Blue Sky. The Certificates will initially be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York, to which payments of principal of and interest on the Certificates will be made. Individual purchases of Certificates will be made in book-entry form only. Purchasers will not receive certificates representing their interest in Certificates purchased. It shall be the obligation of the successful bidder to furnish to DTC an underwriter's questionnaire. It shall be the obligation of the successful bidder to qualify the Certificates, if such qualification is necessary, in the jurisdictions in which it intends to reoffer the Certificates.

Prepayment of Certificates Prior to Maturity. *Optional Redemption.* At the option of the City, the Certificates may be called for redemption and payment prior to maturity on September 1, 2026 and thereafter, in whole or in part at any time at the redemption price of 100% of the principal amount thereof, plus accrued interest thereon to the redemption date.

Extraordinary Optional Prepayment. The Certificates shall be subject to extraordinary optional prepayment prior to the stated maturity thereof, upon instructions from the City, as a whole or in part at any time at a price of 100% of the Principal Component represented thereby, plus the Interest Component accrued thereon to the prepayment date, upon the occurrence of any of the following conditions or events:

- (a) if title to, or the temporary or permanent use of, all or substantially all of the Facilities or the estate of the City or the Trustee in such Facilities shall be taken in any condemnation proceeding brought by any authority (other than the City or any entity controlled by or affiliated with the City) having the power of eminent domain;

- (b) if title to all, or substantially all, of the Facilities is found to be deficient or nonexistent to the extent that such Facilities are untenable or the efficient utilization of such Facilities by the City is impaired;
- (c) if all, or substantially all, of the Facilities are damaged or destroyed by fire or other casualty; or
- (d) if as a result of changes in the Constitution of the State of Missouri or of legislative or administrative action by the State of Missouri or any political subdivision thereof, or by the United States, or by reason of any action instituted in any court, the Indenture, the Lease Agreement, or the Ground Lease shall become void or unenforceable, or impossible of performance without reasonable delay, or in any other way by reason of such change of circumstances, unreasonable burdens or excessive liabilities are imposed on the City.

Certificates shall be prepaid only in the principal amount of \$5,000 or any integral multiple thereof. When less than all of the Outstanding Certificates are to be redeemed, such Certificates shall be redeemed from the Stated Maturities selected by the City, and Certificates of less than a full Stated Maturity shall be selected by the Trustee in \$5,000 units of principal amount by lot or in such other equitable manner as the Trustee may determine.

Election to Specify Term Certificates. A bidder may elect to have all or a portion of the Certificates scheduled to mature consecutively issued as one or more term certificates scheduled to mature in the latest of said consecutive years and subject to mandatory redemption requirements consistent with the schedule of serial maturities set forth above, and subject to the bidder making such an election by including such information in the electronic bid submitted via PARITY®. Not less than all the Certificates of a single maturity may be converted to term certificates.

Conditions of Bids. Proposals will be received on all of the Certificates bearing such rate or rates of interest as may be specified by the bidders, subject to the following conditions: The same rate shall apply to all Certificates of the same maturity. Each interest rate specified shall be a multiple of 1/8 or 1/100 of 1%, with no zero coupon bonds allowed. No supplemental interest payments will be authorized. The Certificates shall be sold by the City for a price not less than 102% of the total principal amount thereof, and no single maturity of the Certificates shall be sold with an interest rate exceeding 5%. Each bid shall specify the total interest cost during the life of the Certificates on the basis of such bid, the premium or discount, if any, offered by the bidder, and the net interest cost and the true interest cost on the basis of such bid. Each bidder agrees that, if it is awarded the Certificates, it will provide to the City the certification as to initial offering prices described under the caption "Basis of Award" in this Notice of Sale.

Basis of Award. The Certificates will be awarded to the bidder whose bid will result in the lowest "true interest cost" ("TIC"), determined as follows: the TIC is the discount rate (expressed as a per-annum percentage rate) that, when used in computing the present value of all payments of principal and interest to be paid on the Certificates, from the scheduled payment dates back to the dated date of the Certificates, produces an amount equal to the price bid, including original issue premium or original issue discount, if any, but excluding any interest accrued to the date of delivery. Payments of principal and interest on the Certificates shall be based on the principal amounts set forth in this Notice of Sale and the interest rates specified by each bidder. Present value shall be computed on the basis of semiannual compounding and a 360-day year of twelve 30-day months. No bidder shall be awarded the Certificates unless its bid shall be in compliance with the other terms and conditions of this Notice of Sale. In the event that two or more bidders offer bids at the same lowest TIC, the City shall determine which bid, if any, shall be accepted, and its determination shall be final. Bidders are requested to supply an estimate of the TIC for the Certificates in their bids, 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 City. In the event the TIC specified in the bid does not correspond to the interest rates specified, the interest rates specified will govern and the TIC will be adjusted accordingly. The City reserves the right to waive irregularities and to reject any or all bids.

The winning bidder shall assist the City in establishing the issue price of the Certificates and shall execute and deliver to the City at Closing an “issue price” or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Certificates, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as **Exhibit A**, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the City and Special Counsel. All actions to be taken by the City under this Notice of Sale to establish the issue price of the Certificates may be taken on behalf of the City by the Municipal Advisor and any notice or report to be provided to the City may be provided to the Municipal Advisor.

The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the Certificates) will apply to the initial sale of the Certificates (the “competitive sale requirements”) because:

- (a) the City shall disseminate this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- (b) all bidders shall have an equal opportunity to bid;
- (c) the City may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (d) the City anticipates awarding the sale of the Certificates to the bidder who submits a firm offer to purchase the Certificates at the highest price (or lowest interest cost), as set forth in this Notice of Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the Certificates, as specified in the bid.

In the event that the competitive sale requirements are not satisfied, the City shall so advise the winning bidder. The City may determine to treat (i) the price at which the first 10% of a maturity of the Certificates (the “10% Test”) is sold to the public as the issue price of that maturity and/or (ii) the initial offering price to the public as of the sale date of any maturity of the Certificates as the issue price of that maturity (the “Hold-The-Offering-Price Rule”), in each case applied on a maturity-by-maturity basis. The winning bidder shall advise the City if any maturity of the Certificates satisfies the 10% Test as of the date and time of the award of the Certificates. The City shall promptly advise the winning bidder, at or before the time of award of the Certificates, which maturities of the Certificates shall be subject to the 10% Test or shall be subject to the Hold-The-Offering-Price Rule. Bids will not be subject to cancellation in the event that the City determines to apply the Hold-The-Offering-Price Rule to any maturity of the Certificates. Bidders should prepare their bids on the assumption that some or all of the maturities of the Certificates will be subject to the Hold-The-Offering-Price Rule in order to establish the issue price of the Certificates.

By submitting a bid, the winning bidder shall (i) confirm that the underwriters have offered or will offer the Certificates to the public on or before the date of award at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Certificates, that the underwriters will neither offer nor sell unsold Certificates of any maturity to which the Hold-The-Offering-Price Rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the Sale Date and ending on the earlier of the following:

- (a) the close of the fifth (5th) business day after the Sale Date; or

- (b) the date on which the underwriters have sold at least 10% of that maturity of the Certificates to the public at a price that is no higher than the initial offering price to the public.

The winning bidder shall promptly advise the City when the underwriters have sold 10% of that maturity of the Certificates to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

The City acknowledges that, in making the representation set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the Hold-The-Offering-Price Rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Certificates to the public, the agreement of each dealer who is a member of the selling group to comply with the Hold-The-Offering-Price Rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Certificates to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the Hold-The-Offering-Price Rule, as set forth in the retail distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the Hold-The-Offering-Price Rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the Hold-The-Offering-Price Rule as applicable to the Certificates.

By submitting a bid, each bidder represents that: (i) it has an established industry reputation for underwriting new issuances of municipal bonds, (ii) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Certificates to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Certificates of each maturity allotted to it until it is notified by the winning bidder that either the 10% Test has been satisfied as to the Certificates of that maturity or all Certificates of that maturity have been sold to the public and (B) comply with the Hold-The-Offering-Price Rule, if applicable, in each case if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and (iii) any agreement among underwriters relating to the initial sale of the Certificates to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Certificates to the public to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the public the unsold Certificates of each maturity allotted to it until it is notified by the winning bidder or such underwriter that either the 10% Test has been satisfied as to the Certificates of that maturity or all Certificates of that maturity have been sold to the public and (B) comply with the Hold-The-Offering-Price Rule, if applicable, in each case if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

Sales of any Certificates to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

- (a) “public” means any person other than an underwriter or a related party,
- (b) “underwriter” means (i) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Certificates to the public and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) to participate in the initial sale of the Certificates to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Certificates to the public),

- (c) a purchaser of any of the Certificates is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
- (d) “Sale Date” means the date that the Certificates are awarded by the City to a winning bidder.

At the request of the City, the successful bidder will provide information explaining the factual basis for the successful bidder’s Issue Price Certificate. This agreement by the successful bidder to provide such information will continue to apply after the issue date of the Certificates if (1) the City requests the information in connection with an audit or inquiry by the Internal Revenue Service or the Securities and Exchange Commission or (2) the information is required to be retained by the City pursuant to future regulation or similar guidance from the Internal Revenue Service, the Securities and Exchange Commission or other federal or state regulatory authority.

Legal Opinion. The Certificates will be sold subject to the approving legal opinion of Gilmore & Bell, P.C., Special Counsel, which opinion will be furnished and paid for by the City and printed on the Certificates and delivered to the successful bidder when the Certificates are delivered. Said opinions will also include the opinion of Special Counsel relating to the exclusion of the interest on the Certificates from gross income for federal and Missouri income tax purposes. Reference is made to the Preliminary Official Statement for further discussion of federal and Missouri income tax matters relating to the interest on the Certificates.

Certificate of Final Terms. On the Sale Date, the successful bidder will be required to execute and enter into with the City, a Certificate of Final Terms setting out the final terms of the Certificates, including the principal amounts, interest rates and pricing per maturity and the redemption provisions.

Delivery and Payment. The City will deliver the Certificates, properly prepared, executed and registered, without cost to the successful bidder on or about December 12, 2017 in book-entry form only through the facilities of The Depository Trust Company in New York, New York. The successful bidder will also be furnished with a certified transcript of the proceedings evidencing the authorization and issuance of the Certificates and the usual closing documents, including a certificate that there is no litigation pending or threatened at the time of delivery of the Certificates affecting their validity and a certificate regarding the completeness and accuracy of the Official Statement. Payment for the Certificates shall be made in federal reserve funds, immediately available for use by the City.

Good Faith Deposit. The successful bidder (the “Purchaser”) is required to submit a good faith deposit in the amount of \$150,000 (the “Deposit”) to the City in the form of an electronic transfer of federal reserve funds, immediately available for use by the City, as instructed by the City or its Municipal Advisor, no later than 2:00 P.M., Central Time, on the day the proposals are received. If the Deposit is not received by such time, the City may terminate its proposed award of the Certificates to such Purchaser, and the City may contact the bidder with the next lowest TIC and offer said bidder the opportunity to become the Purchaser. The Deposit of the Purchaser shall constitute a good faith deposit and shall be retained by the City to insure performance of the requirements of the sale by the Purchaser. In the event the Purchaser shall fail to comply with the terms of its bid, the Deposit will be forfeited as full and complete liquidated damages. Upon delivery of the Certificates, the Deposit will be applied to the purchase price of the Certificates or shall be returned to the Purchaser, but no interest shall be allowed thereon. If a bid is accepted but the City fails to deliver the Certificates to the bidder in accordance with the terms and conditions of this Notice of Sale, the Deposit shall be returned to the Purchaser.

Rating. Standard & Poor's Ratings Services is expected to give the Certificates a rating of "A+," which reflects its evaluation of the investment quality of the Certificates. Any explanation as to the significance of the rating may be obtained only from the rating agency. The rating is not a recommendation to buy, sell, or hold the Certificates, and such rating may be subject to revision or withdrawal at any time by the rating agency. Any downward revision or withdrawal of the rating may adversely affect the market price of the Certificates.

Submission of Bids. Electronic bids via PARITY® must be submitted in accordance with this Notice of Sale. During the electronic bidding, no bidder will see any other bidder's bid or the status of their bid relative to other bids (i.e., whether their bid is a leading bid). Bidders may modify or cancel their bid at any time up to the end of the bidding. If provisions of this Notice of Sale conflict with those of PARITY®, this Notice of Sale shall control. Bids for the Certificates must be received before **10:00 A.M. on TUESDAY, NOVEMBER 28, 2017**. The City and the Municipal Advisor shall not be responsible for any failure, misdirection, delay or error in the means of transmission selected by the bidder.

PARITY®. All proposals must be submitted electronically through PARITY®, and no other proposals will be considered. 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) 849-5000 and from the following web site: www.newissuehome.i-deal.com. The City shall not be responsible for proper operation of, or have any liability for, any delays, interruptions, or damages caused by the use of the PARITY® system. The City is using the PARITY® system as a communication mechanism, and not as the City's agent, to conduct the electronic bidding for the Certificates. The use of the PARITY® system shall be at the bidder's risk and expense, and the City and its agents shall have no liability with respect thereto. The bids must be received as provided herein and by the time specified. The City is not bound by any advice or determination of PARITY® to the effect that any particular bid complies with the terms of this Notice of Sale and the bid specifications. An electronic bid made through the facilities of PARITY® shall be deemed an irrevocable offer to purchase the Certificates on the terms provided in this Notice of Sale, and such bid shall be binding upon the bidder as if made by a signed and sealed bid delivered to the City or its Municipal Advisor.

Preliminary Official Statement and Official Statement. The City has prepared a Preliminary Official Statement dated the date hereof, "deemed final" by the City except for the omission of certain information as provided by Securities and Exchange Commission Rule 15c2-12, electronic copies of which may be obtained from the Municipal Advisor as provided herein. Upon the sale of the Certificates, the City will adopt the final Official Statement and will furnish the Purchaser with an electronic copy of the final Official Statement within seven business days of the acceptance of the Purchaser's proposal in order to comply with Rule 15c2-12(b)(4) of the Securities and Exchange Commission and Rule G-32 of the Municipal Securities Rulemaking Board. The City's acceptance of the successful bidder's proposal for the purchase of the Certificates shall constitute a contract between the City and the Purchaser for purposes of said Rules. Paper copies of the Official Statement may be ordered by a Purchaser at its expense.

Continuing Disclosure. The City covenants and agrees to enter into a continuing disclosure undertaking to provide ongoing disclosure about the City, in substantially the form attached to the Preliminary Official Statement as Appendix C thereto, for the benefit of the certificate holders on or before the date of delivery of the Certificates as required by Section (b)(5)(i) of Rule 15c2-12 of the Securities and Exchange Commission, which continuing disclosure undertaking shall be in the form as may be agreed to in writing by the Purchaser. See the Preliminary Official Statement for statements about the City's compliance with undertakings previously entered into by the City pursuant to Rule 15c-2-12.

CUSIP Numbers. It is anticipated that CUSIP numbers will be printed on the Certificates and the City will pay the cost thereof. In no event will the City, Special Counsel or the Municipal Advisor be responsible for the review of or express any opinion that the CUSIP numbers are correct. Incorrect CUSIP numbers on the Certificates shall not be cause for the Purchaser to refuse to accept delivery of the Certificates.

**EXHIBIT A
TO NOTICE OF SALE**

UNDERWRITER'S RECEIPT FOR CERTIFICATES AND CLOSING CERTIFICATE

\$7,510,000*
CITY OF WARRENSBURG, MISSOURI
REFUNDING CERTIFICATES OF PARTICIPATION
SERIES 2017

The undersigned, on behalf of [Name of Underwriter] (the "Original Purchaser"), as the Original Purchaser of the above-described certificates (the "Certificates"), being delivered on the date of this Certificate by the City of Warrensburg, Missouri (the "City") certifies and represents as follows:

1. Receipt for Certificates. The Original Purchaser acknowledges receipt on the date hereof of all of the Certificates, consisting of fully registered Certificates in authorized denominations in a form acceptable to the Original Purchaser.

2. Issue Price.

(a) *Public Offering.* The Original Purchaser offered all of the Certificates to the Public (as defined below) in a *bona fide* initial offering.

(b) *Initial Offering Prices.* As of the sale date of the Certificates (November 28, 2017), the reasonably expected initial offering prices of the Certificates to the Public by the Original Purchaser are the prices listed in **Schedule A** hereto (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Certificates used by the Original Purchaser in formulating its bid to purchase the Certificates.

ALTERNATIVE LANGUAGE IF COMPETITIVE SALES REQUIREMENTS ARE NOT MET.

[**(a) *Public Offering.* On or before the sale date of the Certificates (November 28, 2017), the Original Purchaser offered all the Certificates to the Public in a *bona fide* initial offering at the initial public offering prices listed on **Attachment A** (the "Initial Offering Prices"). Included in **Attachment A** is a copy of the pricing wire or similar communication used by the Original Purchaser in connection with the initial offering of the Certificates to the Public at the Initial Offering Prices.

(b) *Hold-the-Offering Prices.*" For each Maturity listed on **Attachment A** in the Notice of Sale and bid award, the Original Purchaser has agreed in writing that (i) it would neither offer nor sell any of the Certificates of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "Hold-the-Offering-Price Rule"), and (ii) any selling group agreement contains the agreement of each dealer who is a member of the selling group, and any retail distribution agreement contains the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the Hold-the-Offering-Price Rule. Pursuant to such agreement, the Original Purchaser has not offered or sold any Maturities at a price that is higher than the respective Initial Offering Price for that Maturity during the Holding Period.**

* Preliminary, subject to change.

(c) *Defined Terms.*

(i) The term “Holding Period” means the period starting on the sale date of the Certificates and ending on the earlier of (A) the close of the fifth business day after such sale date (November 28, 2017), or (B) the date on which the Original Purchaser has sold at least 10% of such maturity to the Public at prices that are no higher than the Initial Offering Price for such Maturity.

(ii) The term “Maturity” or “Maturities” means Certificates with the same credit and payment terms. Certificates with different maturity dates are treated as separate maturities.

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

(iv) The term “Underwriter” means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Certificates to the Public, and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) of this paragraph to participate in the initial sale of the Certificates to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Certificates to the Public).]

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

At the request of the City, we will provide information explaining the factual basis for this Certificate. This agreement to provide such information will continue to apply after the issue date of the Certificates if (1) the City requests the information in connection with an audit or inquiry by the Internal Revenue Service or the Securities and Exchange Commission, (2) related to any determination of the issue price for the Certificates, or (3) the information is required to be retained by the City pursuant to future regulation or similar guidance from the Internal Revenue Service, the Securities and Exchange Commission or other federal or state regulatory authority.

DATED: December __, 2017.

[UNDERWRITER]

By: _____
Title: _____

SCHEDULE A
TO THE UNDERWRITER'S RECEIPT FOR CERTIFICATES AND CLOSING CERTIFICATE

Expected Offering Prices

SCHEDULE IF COMPETITIVE SALES REQUIREMENTS ARE NOT MET

Attachment A

Initial Offering Prices Documentation