

Unified Government of Wyandotte County and Kansas City, Kansas



Board of Commissioners

Commission Chambers

701 N. 7th Street Trafficway, Kansas City, KS 66101

Mayor Christal E. Watson

*Commissioner At-Large Dist. 1 Melissa Bynum – Commissioner At-Large Dist. 2 Andrew Kump –
Commissioner Dist. 1 Jermaine Howard – Commissioner Dist. 2 Bill Burns –
Commissioner Dist. 3 Christian Ramirez – Commissioner Dist. 4 Evelyn Hill –
Commissioner Dist. 5 Carlos Pacheco – Commissioner Dist. 6 Phil Lopez –
Commissioner Dist. 7 Chuck Stites – Commissioner Dist. 8 Andrew Davis*

UPDATED AGENDA

Thursday, May 21, 2026

5:30 PM

1. CALL TO ORDER/ROLL CALL

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. REVISIONS TO AGENDA

4.1 AGENDA UPDATE: ADDING ITEM NOS. 7.8, 7.9, 7.10, AND 7.11 UNDER THE REGULAR CONSENT AGENDA, AND ADDING ITEM NOS. 10.2, 10.3, 10.4, 10.5, AND 10.6 UNDER THE ADMINISTRATOR'S AGENDA.

5. PUBLIC ANNOUNCEMENTS

6. MAYOR'S AGENDA

7. REGULAR CONSENT AGENDA

7.1 RESOLUTION: 4601 RAINBOW / COMMENCEMENT OF CONSTRUCTION EXTENSION REQUEST

Synopsis: Adopt a resolution approving a request for extension of construction commencement relating to the IRB incentives to commence before December 31, 2026, and complete construction by June 30, 2029.

On May 4, 2026, the Economic Development and Finance Standing Committee, chaired by Commissioner Bynum, voted unanimously to approve and forward to the Board of Commissioners meeting.

Tracking #: 21272

- 7.2 **RESOLUTION: TANGER - AMENDMENT TO DEVELOPMENT**
Synopsis: Adopt a resolution approving an amendment to the Development Agreement for the Legends West Lawn project.
- On May 4, 2026, the **Economic Development and Finance Standing Committee**, chaired by Commissioner Bynum, voted unanimously to approve and forward to the Board of Commissioners meeting.*
- Tracking #: 21364
- 7.3 **RESOLUTION: OPPORTUNITY ZONE 2.0 APPROVALS**
Synopsis: Adopt a resolution identifying and nominating eligible census tracts for inclusion in the Federal Opportunity Zone 2.0 Program.
- On May 4, 2026, the **Economic Development and Finance Standing Committee**, chaired by Commissioner Bynum, voted unanimously to approve and forward to the Board of Commissioners meeting.*
- Tracking #: 21431
- 7.4 **RESOLUTION: CIRCUIT-BREAKER ASSISTANCE FOR RESIDENT EQUITY (CARE) PROGRAM**
Synopsis: Adopt a resolution directing the County Administrator to prepare a Homeowner Property Tax Relief analysis for Wyandotte County residents.
- On May 4, 2026, the **Economic Development and Finance Standing Committee**, chaired by Commissioner Bynum, voted unanimously to approve and forward to the Board of Commissioners meeting.*
- Tracking #: 21354
- 7.5 **APPOINTMENT: BOARDS AND COMMISSIONS**
Synopsis: **Housing Authority:**
Appointment of Holly Duff-Term 12/15/25 to 12/15/29, submitted by Mayor Watson.
- Community Benefit Advisory Board:**
Appointment of Melissa Williams-Term 5/21/26 to 5/21/28, submitted by Commissioner Hill
Appointment of Al Gutierrez-Term 5/21/26 to 5/21/28, submitted by Commissioner Stites
- Tracking #: 21452
- 7.6 **MINUTES**
Synopsis: Minutes from the Regular Session meeting on August 7 and September 4, 2025.
- Tracking #: MINUTES
- 7.7 **WEEKLY BUSINESS**
Synopsis: Weekly business materials dated April 16, 23, and 30, 2025.
- Tracking #: WEEKLY BUSINESS

7.8 **RESOLUTION: JUVENILE DETENTION CENTER BEHAVIORAL HEALTH SERVICES FUNDING APPLICATION FY2027 (ADDED PER AGENDA UPDATE)**

Synopsis: Adopt a resolution requesting approval for the Wyandotte County Juvenile Detention Center to apply for the Kansas Department of Corrections Behavioral Health Services Grant (funding period July 1, 2026 - June 30, 2027). The request for funding is in the amount of \$124,600.00. There is no match required for this grant.

*This item was scheduled to appear before the **Public Works & Safety Standing Committee**, chaired by Commissioner Kump, on May 18, 2026. It was voted unanimously to approve and requested to fast track this item to the May 21, 2026, Board of Commissioners meeting.*

Tracking #: 21504

7.9 **RESOLUTION: LOVE YOUR BLOCK GRANT OPPORTUNITY (ADDED PER AGENDA UPDATE)**

Synopsis: Adopt a resolution to support the application of the Unified Government of Wyandotte County/Kansas City, Kansas for a grant through the Love Your Block Program sponsored by the Bloomberg Center for Public Innovation at Johns Hopkins University, to fund resident-led community impact projects. The request for funding is in the amount of \$70,000.00. There is no match required for this grant.

*This item was scheduled to appear before the **Administration & Human Services Standing Committee**, chaired by Commissioner Ramirez, on May 18, 2026. It was voted unanimously to approve and requested to fast track this item to the May 21, 2026, Board of Commissioners meeting.*

Tracking #: 21510

7.10 **ORDINANCE: 2026 & 2027 SANITARY SEWER RATE (ADDED PER AGENDA UPDATE)**

Synopsis: An ordinance amending the 2026 Sanitary Sewer Rate and adopting the 2027 Sanitary Sewer Rate approved by the Mayor and Commission on May 7, 2026.

This item was heard before the Board of Commission on May 7, 2026, and voted unanimously to approve.

Tracking #: 21500

7.11 **ORDINANCE: 2027 STORM WATER FEE (ADDED PER AGENDA UPDATE)**

Synopsis: An ordinance to set the storm water fees for Kansas City, Kansas residents for 2027.

This item was heard before the Board of Commission on May 7, 2026, and voted unanimously to approve.

Tracking #: 21502

8. PUBLIC HEARING AGENDA

9. STANDING COMMITTEES' AGENDA

10. ADMINISTRATOR'S AGENDA

- 10.1 **RESOLUTION: COUNTY DECLARATION FOR WORLD CUP**
Synopsis: Adopt a resolution authorizing a preemptive Disaster Declaration for the World Cup.
Tracking #: 21493
- 10.2 **ORDINANCE: 2027 SOLID WASTE FEE (ADDED PER AGENDA UPDATE)**
Synopsis: An ordinance to set the Solid Waste fees for Kansas City, Kansas residents for 2027.

This item was heard before the Board of Commission on May 7, 2026, and voted 7/1 to approve.
Tracking #: 21501
- 10.3 **RESOLUTION: AMENDING THE 2026-2030 CIP; AUTHORIZING VARIOUS PUBLIC IMPROVEMENTS AND AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS TO FINANCE A PORTION OF THE COSTS OF SUCH IMPROVEMENTS (ADDED PER AGENDA UPDATE)**
Synopsis: Adopt a resolution for specific sanitary sewer projects authorization, and authorize the Unified Government to proceed with issuing general obligation debt for said projects.
Tracking #: 21492
- 10.4 **ORDINANCE: ISSUANCE OF GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2026-B, OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS IN THE TOTAL PRINCIPAL AMOUNT NOT TO EXCEED \$66,955,000 (ADDED PER AGENDA UPDATE)**
Synopsis: Approve an ordinance authorizing the issuance of general obligation improvement bonds, series 2026-B, in the total principal amount not to exceed \$66,955.00; providing for the levy and collection of an annual tax for the purpose of paying of and interest on said bonds as they become due; and making certain other covenants and agreements with respect thereto.
Tracking #: 21484
- 10.5 **RESOLUTION: AUTHORIZING THE DELIVERY OF GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2026-B, OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT NOT TO EXCEED \$66,955,000 (ADDED PER AGENDA UPDATE)**
Synopsis: Adopt a resolution prescribing the form and details of and authorizing the delivery of general obligation improvement bonds, series 2026-B, in the total principal amount not to exceed \$66,955,000, previously authorized by an ordinance of the issuer; making certain covenants and agreements to provide for the payment and security thereof; and authorizing certain other documents and actions connected therewith.
Tracking #: 21491

- 10.6 **RESOLUTION: GRANT APPLICATION AND POLICY (ADDED PER AGENDA UPDATE)**
Synopsis: Adopt a resolution amending the grant application and acceptance policy.
Tracking #: 21512

11. COMMISSIONERS' AGENDA

- 11.1 **TRAVEL REQUEST: COMMISSIONER HILL**
Synopsis: Request to travel for Unified Government business to NACo Public Health Leadership Academy.
Tracking #: 21483

LAND BANK BOARD OF TRUSTEE

12. LAND BANK BOARD OF TRUSTEES' CONSENT AGENDA

- 12.1 **LAND BANK OPTIONS**
Synopsis: The Land Bank Manager respectfully requests that the Land Bank Board of Trustees review final consideration.
Please visit the site to review the applications below.

<https://gisapp.wycokck.org/Landbank.html>

18 Single Family Homes

27 Multi-Family Homes

*On May 4, 2026, the **Neighborhood and Community Development Standing Committee**, chaired by Commissioner Davis, voted unanimously to approve and forward to the Land Bank Board of Trustees.*

Tracking #: 21485

- 12.2 **LAND BANK PROPERTY TRANSFERS**
Synopsis: The Land Bank Manager respectfully requests that the Land Bank Board of Trustees review final consideration.
Please visit the site to review the applications below.

<https://gisapp.wycokck.org/Landbank.html>

3 Garden

11 Yard Extensions

1 Property Transfer

*On May 4, 2026, the **Neighborhood and Community Development Standing Committee**, chaired by Commissioner Davis, voted unanimously to approve and forward to the Land Bank Board of Trustees.*

Tracking #: 21486

13. LAND BANK BOARD OF TRUSTEES’ NON-CONSENT AGENDA

13.1 LAND BANK OPTIONS

Synopsis: The Land Bank Manager respectfully requests that the Land Bank Board of Trustees review final consideration.

Please visit the site to review the applications below.

<https://gisapp.wycokck.org/Landbank.html>

2 Multi-Family Homes

Item	Name	Type	Address	Parcel
WO B 3	Urban Haven LLC	Multi-Family	1126 EVERETT AVE	080132
			1124 EVERETT AVE	080133

On May 4, 2026, the Neighborhood and Community Development Standing Committee, chaired by Commissioner Davis, voted 4-1 to approve and forward to the Land Bank Board of Trustees.

Tracking #: 21499

13.2 LAND BANK OPTIONS

Synopsis: The Land Bank Manager respectfully requests that the Land Bank Board of Trustees review final consideration.

Please visit the site to review the applications below.

<https://gisapp.wycokck.org/Landbank.html>

8 Multi-Family Homes

Item	Name	Type	Address	Parcel
WO B 4	Beauty For Ashes Developers	Multi-Family	1027 OAKLAND AVE	080205
			1029 OAKLAND AVE	080206
			1031 OAKLAND AVE	080207
			1410 N 10TH ST	080235
			1006 EVERETT AVE	080234
			1008 EVERETT AVE	080233

	1010 EVERETT AVE	080232
	1012 EVERETT AVE	080231

On May 4, 2026, the Neighborhood and Community Development Standing Committee, chaired by Commissioner Davis, voted 4-1 to approve and forward to the Land Bank Board of Trustees.

Tracking #: 21487

14. ADJOURN

The Unified Government of Wyandotte County and Kansas City, Kansas will provide necessary, reasonable auxiliary aids and services, such as ASL translators, machine-readable copies of meeting materials, or on-site language interpretation. Individuals requiring any auxiliary aids or services should contact the Unified Government Office of the Clerk by emailing or calling UGclerkrequest@wycokck.org or 913-573-5260 at least 48 hours in advance of the meeting. Persons may address the Commission during the time set aside for Public Comment on each item scheduled or at any time by suspension of the rules. All persons must address the commission and state their name and address for the record. Comments shall be limited to three (3) minutes for each participant. Disruptive comments and behavior are not permitted and may result in removal from the meeting.

Some commissioners, staff, and the public may attend remotely via Zoom or by phone. All participants joining by phone should mute their phones when not speaking to avoid background noise. During the meeting, all speakers are asked to please announce yourself by name and title every time you speak so the public that is observing knows who is speaking. This is critical given the number of remote participants and is current guidance from the Kansas Attorney General.

El Gobierno Unificado del Condado de Wyandotte y Kansas City, Kansas, proporcionará ayudas y servicios auxiliares necesarios y razonables, como traductores de ASL, copias legibles por máquina de los materiales de la reunión o interpretación de idiomas en el lugar. Las personas que requieran ayuda o servicios auxiliares deben comunicarse con la Oficina del Secretario del Gobierno Unificado enviando un correo electrónico o llamando al UGclerkrequest@wycokck.org o al 913-573-5260 al menos 48 horas antes de la reunión.

Join from PC, Mac, iPad, or Android:
<https://wycokck.zoom.us/j/86971076459>
Webinar ID: 869 7107 6459

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Join via audio:
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International numbers available: <https://wycokck.zoom.us/u/kdKMmalufT>

Cell phones may mute and unmute by dialing *6.
Raise and lower your hand to be acknowledged by dialing *9.
To raise your digital hand from your PC or Mac, click the button labeled “Raise Hand” at the bottom of the window on the right side of the screen.

**AGENDA UPDATE
UNIFIED GOVERNMENT BOARD OF COMMISSIONERS MEETING
THURSDAY, MAY 21, 2026**

ADDING ITEM

7. REGULAR CONSENT AGENDA

**Item No. 7.8 – RESOLUTION: JUVENILE DETENTION CENTER
BEHAVIORAL HEALTH SERVICES FUNDING APPLICATION FY2027**

Synopsis: Adopt a resolution requesting approval for the Wyandotte County Juvenile Detention Center to apply for the Kansas Department of Corrections Behavioral Health Services Grant (funding period July 1, 2026 - June 30, 2027). The request for funding is in the amount of \$124,600.00. There is no match required for this grant.

*This item was scheduled to appear before the **Public Works & Safety Standing Committee**, chaired by Commissioner Kump, on May 18, 2026. It was voted unanimously to approve and requested to fast track this item to the May 21, 2026, Board of Commissioners meeting.*

Tracking #: 21504

Item No. 7.9 – RESOLUTION: LOVE YOUR BLOCK GRANT OPPORTUNITY

Synopsis: Adopt a resolution to support the application of the Unified Government of Wyandotte County/Kansas City, Kansas for a grant through the Love Your Block Program sponsored by the Bloomberg Center for Public Innovation at Johns Hopkins University, to fund resident-led community impact projects. The request for funding is in the amount of \$70,000.00. There is no match required for this grant.

*This item was scheduled to appear before the **Administration & Human Services Standing Committee**, chaired by Commissioner Ramirez, on May 18, 2026. It was voted unanimously to approve and requested to fast track this item to the May 21, 2026, Board of Commissioners meeting.*

Tracking #: 21510

Item No. 7.10 – ORDINANCE: 2026 & 2027 SANITARY SEWER RATE

Synopsis: An ordinance amending the 2026 Sanitary Sewer Rate and adopting the 2027 Sanitary Sewer Rate approved by the Mayor and Commission on May 7, 2026.

This item was heard before the Board of Commission on May 7, 2026, and voted unanimously to approve.

Tracking #: 21500

Item No. 7.11 – ORDINANCE: 2027 STORM WATER FEE

Synopsis: An ordinance to set the storm water fees for Kansas City, Kansas residents for 2027.

This item was heard before the Board of Commission on May 7, 2026, and voted unanimously to approve.

Tracking #: 21502

10. ADMINISTRATOR'S AGENDA

Item No. 10.2– ORDINANCE: 2027 SOLID WASTE FEE

Synopsis: An ordinance to set the Solid Waste fees for Kansas City, Kansas residents for 2027.

This item was heard before the Board of Commission on May 7, 2026, and voted 7/1 to approve.

Tracking #: 21501

Item No. 10.3 – RESOLUTION: AMENDING THE 2026-2030 CIP; AUTHORIZING VARIOUS PUBLIC IMPROVEMENTS AND AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS TO FINANCE A PORTION OF THE COSTS OF SUCH IMPROVEMENTS

Synopsis: Adopt a resolution for specific sanitary sewer projects authorization and authorize the Unified Government to proceed with issuing general obligation debt for said projects.

Tracking #: 21492

Item No. 10.4 – ORDINANCE: ISSUANCE OF GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2026-B, OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS IN THE TOTAL PRINCIPAL AMOUNT NOT TO EXCEED \$66,955,000

Synopsis: Approve an ordinance authorizing the issuance of general obligation improvement bonds, series 2026-B, in the total principal amount not to exceed \$66,955.00; providing for the levy and collection of an annual tax for the purpose of paying of and interest on said bonds as they become due; and making certain other covenants and agreements with respect thereto.

Tracking #: 21484

Item No. 10.5 – RESOLUTION: AUTHORIZING THE DELIVERY OF GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2026-B, OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT NOT TO EXCEED \$66,955,000

Synopsis: Adopt a resolution prescribing the form and details of and authorizing the delivery of general obligation improvement bonds, series 2026-B, in the total principal amount not to exceed \$66,955,000, previously authorized by an ordinance of the issuer; making certain covenants and agreements to provide for the payment and security thereof; and authorizing certain other documents and actions connected therewith.

Tracking #: 21491

Item No. 10.6 – RESOLUTION: GRANT APPLICATION AND POLICY

Synopsis: Adopt a resolution amending the grant application and acceptance policy.

Tracking #: 21512



Report to Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
	<div data-bbox="581 384 1036 478" style="border: 1px solid black; padding: 5px;"> Shelley Kneuvean, Chief Financial Officer </div> skneuvean@wycokck.org x5849	Finance
AGENDA ITEM #7.1.		
RESOLUTION: 4601 RAINBOW / COMMENCEMENT OF CONSTRUCTION EXTENSION REQUEST		
BACKGROUND		
<p>Pursuant to Resolution No. R-63-23, the Unified Government approved the issuance of the IRBs and entered into a Performance Agreement, setting forth the terms of the proposed project and related tax abatement. Pursuant to Resolution No. R-78-24, the Unified Government approved the extension of commencement and completion dates for the project to July 1, 2026, and June 30, 2029, respectively, and entered into a First Amendment of Performance Agreement regarding the same. The developer now requests entering into a Second Amendment of Performance Agreement to delay the construction commencement date to no later than December 31, 2026, (with no change to the June 30, 2029, completion deadline). The developer anticipates approval of its final development plan in June 2026, and issuance of a building permit in October 2026.</p> <p>The developer seeks to construct an approximately 149-unit class A multifamily facility at the southeast corner of Rainbow Boulevard and 46th Avenue. In 2023, the developer submitted an application for the issuance of industrial revenue bonds (IRBs) for the purposes of providing sales tax exemption on construction materials and property tax abatement for a term of 10 years which was approved by the Commission. The developer now requests extension of its construction commencement date relating to the IRB incentives to commence before December 31, 2026, and complete construction by June 30, 2029.</p>		
RECOMMENDATION		
<p>Approve</p> <p>Move to approve resolution as presented.</p>		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
<p>None, the only change is revising the construction commencement date required as part of the agreement. No other budget related impacts relating to the proposed Second Amendment of Performance Agreement. A cost-benefit analysis was performed at the time of the original request.</p>		
LEGAL/ POLICY CONSIDERATIONS		
<p>Information prepared by the Unified Government's Bond Counsel, Gilmore & Bell</p>		
ATTACHMENTS		

Resolution - Second Am. PA - 4601 Rainbow (UG), R-63-23, 1st Amendment of Performance Agreement - 4601 Rainbow (UG) (99053820v2)-c, 2nd Amendment of Performance Agreement - 4601 Rainbow (UG)

Approved by Mayor/Administrator to add to agenda.

RESOLUTION NO. R-__-26

**A RESOLUTION APPROVING AND AUTHORIZING THE
MAYOR/CEO TO EXECUTE A SECOND AMENDMENT OF
PERFORMANCE AGREEMENT BETWEEN THE UNIFIED
GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY,
KANSAS, AND 4601 RAINBOW, LLC.**

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the “**Unified Government**”), pursuant to Resolution No. R-63-23, previously declared the intent of the Unified Government to issue its industrial revenue bonds in an amount of not to exceed \$52,927,000 (the “**Bonds**”) for the acquisition, construction, and equipping of an approximately 149-unit commercial multifamily facility (as more fully described in Resolution No. R-63-23, the “**Project**”);

WHEREAS, pursuant to Resolution No. R-63-23, the Unified Government and 4601 Rainbow, LLC, a Kansas limited liability company (the “**Company**”), previously entered into that certain Performance Agreement dated as of October 26, 2023 (the “**Original Agreement**”) setting forth certain terms of the Bonds and the Project; and

WHEREAS, pursuant to Resolution No. R-78-24, the Unified Government and the Company previously entered into a First Amendment of Performance Agreement dated as of November 21, 2024, to amend certain terms of the Original Agreement; and

WHEREAS, the Unified Government and the Company now desire to enter into a Second Amendment of Performance Agreement (the “**Second Amendment**”) to amend certain terms of the Original Agreement as amended by the First Amendment.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS AS FOLLOWS:

Section 1. The Mayor/CEO is authorized and directed to execute and deliver the Second Amendment between the Unified Government and the Company on behalf of and as the act and deed of the Unified Government, in substantially the same form as presented to the governing body of the Unified Government on this date with such corrections or amendments thereto as the Mayor/CEO, upon recommendation of the Chief of Counsel of the Unified Government, may approve.

Section 2. This Resolution shall become effective upon adoption by the governing body of the Unified Government.

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**ADOPTED BY THE COMMISSION OF THE UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY, KANSAS ON MAY 21, 2026.**

**UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS**

(SEAL)

By: _____
Christal Watson, Mayor/CEO

ATTEST:

By: _____
Monica Sparks, Unified Government Clerk

APPROVED AS TO FORM:

Office of Chief Counsel

RESOLUTION NO. R/2-23

RESOLUTION DETERMINING THE INTENT OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, TO ISSUE ITS INDUSTRIAL REVENUE BONDS IN THE AMOUNT OF NOT TO EXCEED \$52,927,000 TO FINANCE THE COSTS OF ACQUIRING, CONSTRUCTING, IMPROVING AND EQUIPPING A COMMERCIAL MULTIFAMILY FACILITY FOR THE BENEFIT OF 4601 RAINBOW, LLC AND ITS SUCCESSORS AND ASSIGNS

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the “Unified Government”), desires to promote, stimulate and develop the general welfare and economic prosperity of the Unified Government and its inhabitants and thereby to further promote, stimulate and develop the general welfare and economic prosperity of the State of Kansas; and

WHEREAS, the Unified Government is authorized and empowered under the provisions of K.S.A. 12-1740 to 12-1749d, inclusive (the “Act”), to issue industrial revenue bonds to pay the cost of certain facilities (as defined in the Act) for the purposes set forth in the Act, and to lease such facilities to private persons, firms or corporations; and

WHEREAS, 4601 Rainbow, LLC, a Kansas limited liability company (including any successors or assigns, the “Company”), has submitted to the Unified Government an Application for the Issuance of Industrial Revenue Bonds (the “Application”) requesting that the Unified Government finance the cost of acquiring, constructing and equipping an approximately 149 unit commercial multifamily facility located generally at the southeast corner of Rainbow Boulevard and W. 46th Avenue, as more fully described in the Application (collectively, the “Project”) through the issuance of its industrial revenue bonds in one or more series in the amount of not to exceed \$52,927,000 (the “Bonds”), and to lease the Project to the Company, or its successors and assigns, in accordance with the Act; and

WHEREAS, it is hereby found and determined to be advisable and in the interest and for the welfare of the Unified Government and its inhabitants that the Unified Government finance the costs of the Project by the issuance of the Bonds under the Act in a principal amount of not to exceed \$52,927,000, said Bonds to be payable solely out of rentals, revenues and receipts derived from the lease of the Project by the Unified Government to the Company; and

WHEREAS, to set forth certain terms of the Project and the proposed property tax abatement, the Unified Government desires to approve the Performance Agreement between the Unified Government and Company (the “Performance Agreement”) and authorize the Mayor/CEO’s execution thereof.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, AS FOLLOWS:

Section 1. Approval of Project. The governing body of the Unified Government hereby finds and determines that the acquiring, constructing, improving and equipping of the Project will promote the general welfare and economic prosperity of the Unified Government, and the issuance of the Bonds to pay the costs of the Project will be in furtherance of the public purposes set forth in the Act. The Project shall be generally located at the southeast corner of Rainbow Boulevard and W. 46th Avenue, in the corporate boundaries of the Unified Government, as further described in the Application.

Section 2. Intent to Issue Bonds. The governing body of the Unified Government hereby determines and declares the intent of the Unified Government to acquire, construct and equip the Project out of the proceeds of the Bonds of the Unified Government in the principal amount of not to exceed \$52,927,000, to be issued pursuant to the Act.

Section 3. Ad Valorem Tax Abatement. In consideration of the Company's decision to acquire, construct, improve and equip the Project, the Unified Government hereby agrees to take all appropriate action to request the Kansas Board of Tax Appeals to approve a 100% ad valorem property tax abatement (not including special assessments and taxes that may not be abated by the Unified Government under Kansas law, including the school district's capital outlay levy) for all property (including real property, building improvements, machinery and equipment) financed with the proceeds of the Bonds.

In consideration of the Unified Government's agreement to request such 100% abatement, the Company will agree to make payments in lieu of tax as set forth on **Exhibit A** hereto, and such amounts shall be set forth in the Performance Agreement and subject to adjustment as set forth therein. The Project shall be entitled to a 10-year tax abatement, with the first year of the abatement being the year beginning on the January 1 following the year the Bonds are issued.

Section 4. Performance Agreement. The Mayor/CEO is authorized and directed to execute and deliver the Performance Agreement between the Unified Government and the Company on behalf of, and as the act and deed of the Unified Government, in substantially the same form as presented to the governing body on this date with such corrections or amendments thereto as the Mayor/CEO, upon recommendation of the acting Chief Counsel of the Unified Government, may approve.

Section 5. Provision for the Bonds. Subject to the conditions of this Resolution of Intent (this "Resolution"), the Unified Government expresses its intent to (i) issue the Bonds to pay the costs of acquiring, constructing, improving and equipping the Project, with such maturities, interest rates, redemption terms and other provisions as may be reasonably acceptable to the Company and determined by ordinance of the Unified Government (the "Ordinance"); (ii) provide for the lease (with an option to purchase) of the Project to the Company; and (iii) to effect the foregoing, adopt such resolutions and ordinances and authorize the execution and delivery of such instruments and the taking of such action as may be necessary or advisable for the authorization and issuance of the Bonds by the Unified Government and take or cause to be taken such other action as may be required to implement the aforesaid.

Section 6. Conditions to Issuance. The issuance of the Bonds and the execution and delivery of any documents related to the Bonds are subject to: (i) obtaining any necessary governmental approvals; (ii) agreement by the Unified Government, the Company and the purchaser of the Bonds upon (a) mutually acceptable terms for the Bonds and for the sale and delivery thereof, and (b) mutually acceptable terms and conditions of any documents related to the issuance of the Bonds and the Project; (iii) the Company's compliance with the Unified Government's policy relating to the issuance of industrial revenue bonds and ad valorem tax abatement; (iv) the passage and publication of an Ordinance authorizing the issuance of the Bonds; and (v) Company's payment of all of the costs of issuance related to the issuance of the Bonds.

Section 7. Sale of the Bonds. The sale of the Bonds shall be the sole responsibility of the Company; provided, however, arrangements for the sale of the Bonds shall be reasonably acceptable to the Unified Government.

Section 8. Limited Obligations of the Unified Government. The Bonds and the interest thereon shall be special, limited obligations of the Unified Government payable solely out of the amounts derived by the Unified Government under a Lease Agreement (as defined in the Performance Agreement) with respect

to the Bonds and as provided herein and are secured by a transfer, pledge and assignment of and a grant of a security interest in the trust estate to the trustee for the Bonds and in favor of the owners of the Bonds, all as provided in the Trust Indenture to be entered into between the Unified Government and the trustee for the Bonds (the "Indenture"). The Bonds shall not constitute a general obligation of the Unified Government, the State or of any other political subdivision thereof within the meaning of any State constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the Unified Government, the State or of any other political subdivision thereof and shall not be payable in any manner by taxation, but shall be payable solely from the funds provided for as provided in the Indenture. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the Unified Government, the State or any other political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment.

Section 9. Authorization to Proceed. The Company is hereby authorized to proceed with the acquiring, constructing and equipping of the Project, including the necessary planning and engineering for the Project and entering into of contracts and purchase orders in connection therewith, and to advance such funds as may be necessary to accomplish such purposes, and, to the extent permitted by law and upon compliance with the other requirements of this Resolution, the Unified Government will reimburse the Company for all expenditures paid or incurred therefor out of the proceeds of the Bonds.

Section 10. No Reliance on Resolution. Kansas law provides that the Unified Government may only issue the Bonds by passage of an Ordinance and compliance with other state law requirements. The Unified Government has not yet passed an Ordinance for the Bonds. This Resolution only evidences the intent of the current governing body to issue the Bonds for the Project. The Company should not construe the adoption of this Resolution as a promise or guarantee that the Ordinance for the Bonds will be passed or that the Project will be approved.

Section 11. Termination of Resolution. This Resolution shall terminate eighteen (18) months from the date of the adoption of this Resolution unless (i) the Bonds have been issued for the Project or (ii) a building permit has been issued by the Unified Government for the Project, or as otherwise set forth in the Performance Agreement. The Unified Government, upon the written request of the Company, may extend this time period.

Section 12. Benefit of Resolution. This Resolution will inure to the benefit of the Unified Government and the Company. The Unified Government may, at the prior written request of the Company or as otherwise provided in the Performance Agreement, assign all or a portion of the Company's interest in this Resolution to another entity, and such assignee will be entitled to the benefits of the portion of this Resolution assigned and the proceedings related hereto.

Section 13. Further Action. Counsel to the Unified Government and Gilmore & Bell, P.C., Bond Counsel for the Unified Government, together with the officers and employees of the Unified Government, are hereby authorized to work with the purchaser of the Bonds, the Company, their respective counsel and others, to prepare for submission to and final action by the Unified Government all documents necessary to effect the authorization, issuance and sale of the Bonds and other actions contemplated hereunder.

Section 14. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the governing body of the Unified Government.

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ADOPTED BY THE COMMISSION OF THE UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY, KANSAS ON OCTOBER 26, 2023.

(SEAL)

By: 
Tyrone Garner, Mayor/CEO

ATTEST:

By: 
Intrepid, Unified Government Clerk

APPROVED AS TO FORM:

By: 
Office of Chief Counsel

EXHIBIT A

PAYMENT IN LIEU OF TAX SCHEDULE

Payments in lieu of tax (“PILOTS”) shall be determined on a per-apartment-unit basis as further set forth in the Performance Agreement. Below is an approximate PILOT schedule based on 149 apartment units, which may be adjusted as set forth in the Performance Agreement.

Local, Minority, and Women Business Enterprise (L/M/W) goals are set forth in the Performance Agreement. PILOT payments do not include the school district’s capital outlay levy that cannot be abated under Kansas law.

Number of units	149
Year 1 PILOT	\$156,301
Year 1 PILOT per unit	\$1,049
Annual Increase	2.00%
Annual Increase if LMW Failure	4.00%

Year^(a)	Annual PILOT^(b)	PILOT per Door^(b)	Annual PILOT if L/M/WBE Failure^(b)	PILOT per Door^(b)
1	\$156,301	\$1,049	\$156,301	\$1,049
2	159,427	1,070	162,553	1,091
3	162,616	1,091	169,055	1,135
4	165,868	1,113	175,817	1,180
5	169,185	1,135	182,850	1,227
6	172,569	1,158	190,164	1,276
7	176,020	1,181	197,771	1,327
8	179,541	1,205	205,681	1,380
9	183,132	1,229	213,909	1,436
10	186,794	1,254	222,465	1,493

Business Category	Participation Percentage Goal Percentage of Total Construction Cost for the Project
LBE	12%
MBE	6%
WBE	4%

^(a) Year 1 refers to calendar year beginning January 1 after issuance of Bonds.

^(b) Does not include school district capital outlay levy.

PERFORMANCE AGREEMENT

Dated as of October __, 2023

BETWEEN THE

**UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS**

AND

4601 RAINBOW, LLC

Prepared By:

**Gilmore & Bell, P.C.
Kansas City, Missouri**

PERFORMANCE AGREEMENT

THIS PERFORMANCE AGREEMENT, dated as of the date first set forth above (this “**Agreement**”), between the **UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS**, a municipal corporation organized and existing under the laws of the State of Kansas (the “**Issuer**”), and **4601 RAINBOW, LLC** a Kansas limited liability company, or assigns (the “**Company**”);

WITNESSETH:

WHEREAS, the Issuer is authorized by K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the “**Act**”), to acquire, construct and improve certain facilities for commercial, industrial and manufacturing purposes, to enter into leases and lease-purchase agreements with any person, firm or corporation for said projects, and to issue revenue bonds for the purpose of paying the cost of any such facilities;

WHEREAS, pursuant to such authorization, the governing body of the Issuer has adopted a Resolution (the “**Resolution**”) indicating the Issuer’s intent to issue one or more series of taxable industrial revenue bonds in the principal amount of not to exceed \$52,927,000 (the “**Bonds**”), for the purpose of acquiring, constructing, improving, installing, furnishing and equipping the Project and authorizing the Issuer to enter into this Agreement;

WHEREAS, the Issuer is authorized and empowered under the Act and K.S.A. 79-201a, as amended (the “**Abatement Statute**”) to exempt from ad valorem taxation all or any portion of the Project financed with the proceeds of the Bonds, subject to the limitations set forth in the Abatement Statute and this Agreement; and

WHEREAS, pursuant to the foregoing, the Issuer desires to enter into this Agreement with the Company in consideration of the Company’s desire to acquire, construct, improve, install, furnish and equip the Project as more fully described in the hereinafter defined Application upon the terms and conditions hereinafter set forth and in the Lease Agreement to be entered into between the Issuer and the Company relating to the Project (the “**Lease Agreement**”).

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the Issuer and the Company hereby represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. The following words and terms as used herein shall have the following meanings:

“**Abatement Statute**” means K.S.A. 79-201a, as amended.

“**Ad valorem taxes**” or “**ad valorem taxation**” means all property taxes imposed on real or personal property (including fixtures) and eligible for exemption pursuant to the Abatement Statute.

“Agreement” means this Performance Agreement between the Issuer and the Company, as from time to time amended and supplemented in accordance with the provisions hereof.

“Application” means the Application for Issuance of Industrial Revenue Bonds filed with the Issuer by the Company in connection with the request for the issuance of the Bonds, a copy of which is attached hereto as **Exhibit A**.

“Board of Tax Appeals” means the State of Kansas Board of Tax Appeals.

“Bond Financed Portion of the Project” means that portion of the Project financed in whole from the proceeds of the Bonds as evidenced by the requisitions submitted by the Company to the bond trustee in accordance with **Section 2.7** hereof.

“Bonds” means the Issuer’s taxable industrial revenue bonds issued in relation to the Project in the maximum aggregate principal amount of \$52,927,000.

“Company” means 4601 Rainbow, LLC, a Kansas limited liability company, and its successors and assigns as set forth in this Agreement.

“Event of Default” means any Event of Default as described in **Section 5.1** hereof.

“Exempt Period” means the ten (10) calendar years beginning on the January 1 following the issuance of the Bonds.

“Exempt Property” means all Property that is exempt from taxation pursuant to K.S.A. 79-201(a) *Second* and/or *Twenty-Fourth* by reason that such property was constructed or purchased with the proceeds of the Bonds authorized by and in accordance with the Abatement Statute.

“Force Majeure” means acts of God, strikes, lockouts, failure of power or other insufficient utility service, riots, insurrection, environmental remediation required by the appropriate government authorities, discovery of cultural, archeological or paleontological resources or endangered species, any lawsuit seeking to restrain, enjoin, challenge or delay construction, failure of the Issuer to timely approve the plans or construction documents relating to the Project, war, terrorism, pandemic (including a material worsening of the conditions related to COVID-19 existing as of the date hereof) or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement.

“Future Facility Additions” means any additions, improvements or renovations to or equipping of the Bond Financed Portion of the Project following the receipt of a final certificate of occupancy for the final building comprising the Project. As used herein, **“Future Facility Additions”** shall never include any future additions, improvements or renovations to or equipping of the Project that are exempt from ad valorem taxes.

“Issuer” means the Unified Government of Wyandotte County/Kansas City, Kansas.

“Property” means all real and personal property subject to taxation pursuant to K.S.A. 79-101.

“Project” means acquiring and constructing an approximately 149-unit commercial multifamily facility, as further described in **Section 3.3**, including land, buildings, structures, improvements and fixtures, that will be generally located at the southeast corner of Rainbow Boulevard and 46th Avenue.

“Project Costs” means all costs and expenses of every nature paid from proceeds of the Bonds and relating to the acquisition, construction, improvement, installation, furnishing and equipping of the Project.

“Project Site” means all of the real property described in **Exhibit B** attached hereto and by this reference made a part hereof.

“Tax Payment” means a payment-in-lieu of taxes to be paid by the Company in the amounts set forth in **Section 2.3** and **Exhibit C** hereof.

ARTICLE II

EXEMPTION; PAYMENTS IN LIEU OF TAX

Section 2.1. Exempt Property. During the Exempt Period, and so long as the Bonds are outstanding and the Company remains in compliance with this Agreement, the Issuer agrees to use its best efforts to cause the Bond Financed Portion of the Project to be and remain Exempt Property.

Section 2.2 Agreement to Make Tax Payments. The Company covenants and agrees that, for each calendar year during the Exempt Period that the Bond Financed Portion of the Project is Exempt Property, the Company will make a Tax Payment in lieu of ad valorem taxes to the County Treasurer. For each such calendar year, 50% of the Tax Payment with respect to such calendar year shall be due and payable on or before the date that the first installment of ad valorem taxes for real property are due (and in any event, not later than December 20th), and the balance of such Tax Payment with respect to such calendar year shall be due and payable on or before the date that the second installment of ad valorem taxes for real property are due (and in any event, not later than May 10th of the immediately succeeding calendar year).

Section 2.3. Amount of Tax Payment. The Tax Payments shall be in the amounts shown in **Exhibit C**. The parties acknowledge that such Tax Payments do not include special assessments, if any, and the school district’s capital outlay levy that cannot be abated under Kansas law and that the Tax Payments are subject to adjustment as set forth in **Exhibit C**.

Section 2.4. Term of Agreement. This Agreement shall become effective upon execution, and subject to earlier termination pursuant to the provisions of this Agreement (including particularly **Article V** hereof), shall terminate upon the later of (i) the expiration of the Exempt Period or (ii) the date of the final Tax Payment.

Section 2.5. No Abatement of Special Assessments and Certain Property Taxes. The Issuer and the Company hereby agree that the Abatement Statute and any tax abatement with respect to the Project shall not apply to special assessments and property taxes that cannot be abated under Kansas law. In the event special assessments are ever abated, the Company hereby agrees that 100% of the amount of such abated special assessments shall be paid to the Issuer at the times and in the manner that Tax Payments are paid to the Issuer pursuant to this Agreement.

Section 2.6. Obligation of Issuer to Effect Tax Abatement. The Issuer agrees to use its best efforts to cause the Bond Financed Portion of the Project to be Exempt Property during the Exempt Period and agrees to make all filings required by the Wyandotte County Board of Commissioners or the Board of Tax Appeals; provided, however, the Issuer shall not be liable for any failure of the Board of Tax Appeals to effect the exemption permitted by the Abatement Statute. The Issuer covenants that it will not knowingly take any action that the Issuer has knowledge may cause the Bond Financed Portion of the Project to no longer

be Exempt Property. In the event the Bond Financed Portion of the Project is determined to no longer be Exempt Property, the Issuer shall, at the Company's request, cooperate with the Company in all reasonable ways to cause the Bond Financed Portion of the Project to be Exempt Property, including cooperating with the Company in any related litigation. The Company agrees to pay to the Issuer the costs that the Issuer incurs (including legal fees and expenses) in cooperating with the Company in the manner required by this Section, provided that, the Company shall not be responsible for any legal fees and expenses accrued through the Issuer's negligence or intentional acts which cause the Bond Financed Portion of the Project to no longer be Exempt Property.

Section 2.7. Compliance. Within ten (10) business days following the request of the Issuer, the Company shall provide the Issuer with (i) copies of the requisitions submitted by the Company to the bond trustee in accordance with the Lease Agreement for the preceding calendar year, (ii) a list containing a brief description and the amount of all costs of the Bond Financed Portion of the Project, and (iii) the total costs of the Project, all in such reasonable detail as the Issuer shall request.

Section 2.8. Value of the Project Not Determined by Bonds. The Issuer and the Company acknowledge that it is not the intent of the parties that the principal amount of the Bonds be used for the purpose of determining the appraised value of the Project or any portion thereof for tax purposes.

Section 2.9. Company's Right to Protest. Nothing in this Agreement shall be construed to limit or in any way restrict the ability of the Company to utilize any provision of Kansas law to appeal, protest or otherwise contest any property tax valuation, assessment or similar action with respect to the Project Site or any portion thereof.

Section 2.10. Credits for Tax Payments; No Duplicate Tax Liability. Nothing in this Agreement shall be construed to require the Company to make duplicate tax payments. The Company shall receive as a credit against its obligations to pay the Tax Payments, the amount of any ad valorem taxes (other than special assessments and property taxes that cannot be abated under Kansas law) paid by the Company to the County to the extent that the amounts paid to the County include any taxes due with respect to the Exempt Property.

Section 2.11. No Abatement on Appraised Value of Future Facility Additions. In the event any Future Facility Additions are determined to be Exempt Property as a result of the issuance of the Bonds, this Agreement or for any other reason, so long as this Agreement remains in effect, the Company hereby agrees that 100% of the amount of such abated ad valorem taxes attributable to the Future Facility Additions shall be paid to the Issuer at the times and in the manner that Tax Payments are paid to the Issuer pursuant to this Agreement. This provision shall not be construed as restricting the Company from applying to the Issuer or to any other governmental entity for any future tax abatement in connection with the Future Facility Additions.

Section 2.12. Tax Abatement Order; Adjustment of Tax Payment. The Issuer and the Company acknowledge that, prior to the Bond Financed Portion of the Project being determined to be Exempt Property, an order from the Board of Tax Appeals approving tax abatement on the Bond Financed Portion of the Project for the Exempt Period must be obtained. In the event the Board of Tax Appeals issues an order stating that less than 100% of the Bond Financed Portion of the Project is Exempt Property, the parties agree that the Tax Payment shall be decreased by an amount necessary to result in the sum of the new Tax Payment plus the payment of ad valorem taxes by the Company with respect to the Bond Financed Portion of the Project is equal to the original Tax Payment. In the event the Board of Tax Appeals issues an order stating that none of the Bond Financed Portion of the Project is Exempt Property, then the Tax Payment shall be reduced to \$0.

Notwithstanding the foregoing, if (i) the entire Bond Financed Portion of the Project is not determined to be Exempt Property, or (ii) the Board of Tax Appeals issues an order that less than 100% of the Bond Financed Portion of the Project is Exempt Property, and such determination or order is a result of the Company's failure to comply with the terms and provisions of this Agreement (after any applicable notice and cure period), the Issuer shall be under no obligation to decrease the Tax Payment as provided in this Section. Furthermore, in no event shall the Issuer be under any obligation to make any payment to the Company as a result of the Board of Tax Appeals determining that less than 100% of the Bond Financed Portion of the Project is Exempt Property. Notwithstanding any provisions herein to the contrary, in no event shall the Company be liable for the payment of any amounts, including the Tax Payments, which are in the aggregate greater than the amount of ad valorem taxes on the Project in the event there is no abatement of the same.

Section 2.13. Determination of Appraised Value and Assessments. The Company acknowledges that the county appraiser independently determines the appraised value of Property. The Company further acknowledges that the Issuer does not have input in or in any way control the determination of the appraised value of Property or the assessment of Property, and that the Issuer cannot and is not attempting to bind the county appraiser or any other governmental authority with respect to a determination of the appraised value of the Bond Financed Portion of the Project.

ARTICLE III

COVENANTS OF THE COMPANY

Section 3.1. Construction. The Project will be constructed, equipped and operated (or caused to be operated) in a manner that is consistent with the description of the Project herein. In the event the Project is constructed in a manner that the Issuer determines, in its reasonable discretion, is materially inconsistent with the description of the Project herein, the Issuer reserves the right to declare an Event of Default in accordance with **Section 5.1** hereof.

Section 3.2. Completion Date. Subject only to Force Majeure, the Company agrees to commence construction on or before January 1, 2025, and substantially complete construction of the Project on or before December 31, 2027. "Commence construction" shall mean that the Company has entered into a contract with a licensed contractor for the construction of the Project and the Issuer has issued a building permit therefor. "Substantially complete," for purposes of this Section, shall mean that the Project can be occupied or utilized for its intended purpose as a multifamily facility, as evidenced by receipt by the Company of a temporary certificate of occupancy for the Project. The parties agree that the governing body of the Issuer will consider an ordinance authorizing the issuance of the Bonds on or about such time, but in no event will the Bonds be issued later than December 31, 2028.

Section 3.3. Development of Project. The Issuer and Company hereby agree that the Project shall be as described below. The Company covenants that the Project, including all buildings, parking facilities, and other improvements constituting the Project shall be developed, constructed, completed, and operated (or caused to be operated) on the Project Site in substantial accordance and compliance with the terms and conditions of this Agreement and the final site plan approval from the Issuer's Planning Commission, and this Agreement shall not be construed to waive such Planning Commission's discretion in approving or disapproving the same. On and subject to the terms and provisions set forth in this Agreement, Company shall have the sole right to, and shall be responsible for, design, construction, equipment and completion of the Project, and shall operate (or cause to be operated) and use the Project in the manner described herein. The parties further agree as follows:

(a) The Project shall be designed, developed, and constructed as a Class A apartment development that shall include approximately 149 apartment units, consisting of studio, one-bedroom, two-bedroom, and several three-bedroom units ranging in size from 500 square feet to 1,400 square foot located within a multi-story apartment building that surrounds an onsite parking garage, including site amenities and related infrastructure such as widening 46th Avenue and addition of designated drop-off areas and street parking. Project amenities shall be suitable for a Class A apartment facility, including (i) heavy landscaping; (ii) a courtyard, pocket park, and outdoor fire pits; (iii) a pet grooming area; and (iv) in-unit washer/dryer, refrigerator, oven/range, and microwave, all as generally depicted in Exhibit E attached hereto, though the parties acknowledge the depiction in Exhibit E is subject to modification pursuant to the Issuer's planning process.

(b) Company stipulates and agrees that its signage shall be subject to all applicable laws and requirements of the Issuer and any special use permits granted by the Issuer's governing body.

(c) The Project shall include parking improvements containing at least the number of spaces required by the Issuer's applicable laws and requirements.

(d) The Company's plans for landscaping on the Project Site shall be considered in accordance with all applicable laws and requirements of the Issuer and the Issuer's approval thereof will not be unreasonably withheld.

Section 3.4. Maintenance and Use. The Company shall cause the Project and the Project Site to be maintained, preserved and kept in good repair and working order and in a safe condition, consistent at all times with other Class A apartment space in the greater metropolitan Kansas City area, and will make all repairs, renewals, replacements and improvements necessary for the safe, efficient, and advantageous conduct of its business and operations on the Project Site. Company specifically understands and agrees that the Issuer shall not undertake or have any obligation under this Agreement for snow or ice removal on sidewalks located at or adjacent to the Project.

Section 3.5. Inspection. The Company agrees that the Issuer and its duly authorized agents shall have the right at reasonable times (during business hours), subject to at least 48 hours advance notice and to the Company's usual business proprietary, safety and security requirements, to enter upon the Project Site to examine and inspect the Project and the records of the Company which demonstrate compliance with this Agreement, including, but not limited to, inspections necessary to confirm compliance with **Section 3.3.**

Section 3.6. Compliance with Laws. The Project will comply in all material respects with all applicable building and zoning, health, environmental and safety ordinances and regulations and all other applicable laws, rules and regulations.

Section 3.7. Employment Certification. Beginning on March 1 in the calendar year following the issuance of Bonds, and on each March 1 thereafter and at any other time that the Issuer may request, for the term of this Agreement, the Company shall provide a written certification to the Issuer stating the total number of full-time employees employed at the Project.

Section 3.8. Payment of Fees and Reimbursement or Payment of Costs.

(a) The Company agrees to pay to the Issuer the standard fees charged by the Issuer in connection with tax abatement projects and the issuance of industrial revenue bonds. These fees include, but are not limited to, an initial application fee (which the Issuer agrees has been paid in full), a service fee that is due at the time of issuance of the Bonds and an annual administrative fee. The Company acknowledges receipt of a fee schedule from the Issuer and acknowledges that the fee schedule may be adjusted or amended by the Issuer at any time.

(b) The Company agrees to promptly reimburse the Issuer, within ten (10) business days following receipt by the Company of an invoice from the Issuer and reasonable supporting documentation, for any amounts that the Issuer pays to any other party as a result of the Issuer pursuing, obtaining or maintaining the tax abatement granted to the Company pursuant to this Agreement. These costs shall include, but shall not be limited to, all fees and expenses for filings with the Board of Tax Appeals (including the application fee and annual administration fee), legal notice publication expenses, and the costs and expenses of the Issuer's legal counsel. The Company agrees that the Issuer may, in lieu of seeking reimbursement from the Company, forward any invoice received by the Issuer to the Company, which invoice is for a cost which the Issuer could seek reimbursement from the Company pursuant to this paragraph, and the Company agrees to promptly pay such invoice and to promptly provide the Issuer with evidence of such payment.

Section 3.9. Abatement of Property. The Abatement Statute provides that, with certain exceptions, any property constructed or purchased in part with the proceeds of revenue bonds issued under the authority of the Act is exempt from taxation for a period of up to ten years to the extent of the value of that portion of the property financed by the revenue bonds. The tax abatement commences in the year following the year in which the Bonds are issued.

Company understands that property will be exempt under the Abatement Statute only if such property is purchased or reimbursed with the proceeds of the Bonds. In order to be purchased or reimbursed with Bond proceeds, the trustee for the Bonds must receive a requisition request from the Company and must make a draw on the Bonds and use the money to either (a) pay, or (b) reimburse the Company for the cost of the property, which the parties acknowledge and agree may be documented via book entry.

The Abatement Statute also provides that if property purchased with proceeds of the Bonds is used in any retail enterprise identified under the NAICS sectors 44 and 45 ("**Prohibited NAICS**"), the property will not be exempt from taxation, unless the property is a facility used exclusively to house the headquarters or back office operations of a prohibited retail enterprise.

The Abatement Statute further provides that property purchased with bond proceeds is not exempt from taxation if the property is (i) a swine production facility (as described in K.S.A. 12-1749b), (ii) property located in a redevelopment project area established under the authority of K.S.A. 12-1770 or (iii) a poultry or rabbit confinement facility (as described in K.S.A. 17-5903).

Company hereby represents that the NAICS code for the Project is not included within the list of Prohibited NAICS and agrees that during the term of the tax abatement, the property purchased with the proceeds of the Bonds will not be used in any of the Prohibited NAICS. Company understands that if any property purchased with the proceeds of the Bonds is used in a Prohibited NAICS, that property will not be subject to property tax abatement under Kansas law.

Company represents that the Project is not, and will not become, a swine production facility, a poultry or rabbit confinement facility or inventory, and that the Project is not located in a redevelopment project area as defined in K.S.A. 12-1770 *et seq.*

Section 3.10. Solid Waste Services. Until termination of this Agreement, the Company agrees that it and all of its tenants, subtenants, operators and licensees shall exclusively use the solid waste services of the Unified Government for the Project. This requirement shall not apply to the Company or any user if the Company or user demonstrates that solid waste services provided by the Issuer are inadequate to serve such user's reasonable needs.

Section 3.11. LBE/MBE/WBE Employment Opportunity Goals. The Company agrees to comply with the goals set forth on **Exhibit D** in order to identify and provide employment opportunities for local businesses and contractors, women and local minority owned businesses. The Company hereby understands and agrees that if it shall fail to use Best Efforts to meet the LBE/MBE/WBE goals set forth on **Exhibit D** for the Construction (as those terms are defined therein) of the Project, then the Tax Payments shall be increased as set forth in **Exhibit C**. The parties agree that failure to use Best Efforts to meet the LBE/MBE/WBE goals set forth on **Exhibit D** shall not cause an Event of Default hereunder, and the Issuer's sole remedy will be increasing the amount of Tax Payments as set forth in **Exhibit C**.

ARTICLE IV

SALE AND ASSIGNMENT

Except as otherwise provided herein, the Company will not, without the prior written consent of the Issuer, (a) assign, sell, lease, or otherwise transfer the Project Site, the Project, or equipment that comprises the Project or any part thereof or any interest therein; (b) merge with or into another corporation or sell or transfer to another corporation substantially all of its assets; or (c) assign this Agreement. The Issuer shall have the right to grant or withhold its consent to any of the aforesaid in its reasonable discretion after inquiry and delivery of information to the Issuer as to whether the proposed assignee has sufficient financial wherewithal and experience to successfully complete and/or operate the Project according to the terms hereof. If an assignment is approved by the Issuer, the assignee shall assume and agree to pay and perform each and all of terms and provisions hereof. Notwithstanding the foregoing, the parties hereby agree that the Company may do any of the following without written consent of the Issuer:

(a) The Company may lease the residential units within the Project in the ordinary course of its business.

(b) The Company may grant a mortgage, leasehold mortgage, or other security on the Project to a lender in order to finance construction of the Project or refinance the Project, including, but not limited to, collateral assignment of all or any portion of its rights or obligations under this Agreement or any other documents entered into in connection with the Bonds.

(c) Once all occupancy permits have been issued for the Project, the Company may sell, lease, assign, transfer or mortgage the Project (and this Agreement and any other documents entered into in connection with the Bonds including without limitation the Resolution, in connection with the same) upon written request to the Issuer and the approval of the County Administrator or his/her designee; provided, if the County Administrator or his/her designee disapproves any such disposition, the Company will have the right to appeal such decision to the Issuer's governing body within a reasonable time. The consent of the Issuer to any such disposition described in this subsection shall not be unreasonably withheld or delayed.

(d) The Company may terminate this Agreement, and thereafter freely sell, assign, transfer or mortgage.

(e) The Company, upon written notice to the Issuer, may freely sell, assign, lease or transfer all or any portion of the Project or Project Site, and/or its rights or obligations under this Agreement and any other documents entered into in connection with the Bonds (including, without limitation, the Resolution), to an entity managed by or under common control of or by the Company or one or more of its principals.

Upon the sale, assignment, or transfer of the Project as set forth herein, the Company (as assignor) shall be relieved of all further liability occurring on and after the effective date of such disposition, except as may be otherwise set forth in the Lease Agreement.

ARTICLE V

DEFAULT AND REMEDIES

Section 5.1. Events of Default. If any one or more of the following events shall occur and be continuing, it is hereby defined as and declared to be and to constitute an "Event of Default" hereunder:

- (a) the Company shall fail to perform any of its obligations hereunder;
- (b) the Company shall breach any covenant contained herein or any representation of the Company contained herein shall prove to be materially false or erroneous; or
- (c) the Company shall be in default under the Lease Agreement.

Section 5.2. Remedies on Default. Upon the occurrence of an Event of Default hereunder, the Company shall be given 60 days (or such longer period as the Issuer and the Company may agree), following written notice by the Issuer to the Company of the occurrence of such Event of Default, to cure such Event of Default; provided that, if such Event of Default is of a nature that it cannot reasonably be cured within 60 days, then such occurrence will not constitute an Event of Default so long as Company: (a) commences to cure such failure within such 60-day period; and (b) diligently pursues such cure to completion. If such Event of Default is not cured within such time, this Agreement may be terminated by written notice to the Company from the Issuer. Such termination shall be effective immediately following delivery of such written notice. Upon the termination of this Agreement, the Company shall make a payment to the Issuer (or as the Issuer may otherwise direct) in an amount equal to the sum of (i) all due but unpaid Tax Payments attributed to prior calendar years, (ii) the pro rata total Tax Payments that would be due with respect to the current calendar year, (iii) the pro rata amount of any taxes that would be due for the remaining portion of the current calendar year assuming the Bond Financed Portion of the Project was not Exempt Property, and (iv) the amount of any costs and attorneys' fees incurred by the Issuer as a result of such Event of Default and in enforcing this Agreement.

Section 5.3. Payments on Defaulted Amounts. Any amounts due hereunder which are not paid when due shall bear interest at the interest rate imposed by Kansas law on overdue ad valorem taxes from the date such payment was first due. In addition, amounts payable hereunder in lieu of ad valorem taxes that are not paid when due shall be subject to the same penalties imposed by Kansas law on overdue ad valorem taxes.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.1. Notice and Waiver of Company. The Issuer reserves the right to grant tax abatement for projects that are located adjacent to or in the proximity of the Project or for projects that are located elsewhere within the Issuer but are similar to the Project in amounts that are above or below the amounts set forth herein. The Company acknowledges and agrees that the Tax Payment, the Exempt Period and the other terms of the tax abatement granted by the Issuer with respect to such other projects may be more favorable than the terms provided for in this Agreement. As a condition to the Issuer entering into this Agreement, the Company waives any claim it may have against the Issuer as a result of the Issuer granting tax abatement to other projects with terms that are more favorable than the terms provided for in this Agreement. Additionally, the Company agrees that it will not request that the Issuer modify this Agreement because the Issuer plans to grant or has granted tax abatement to another project or projects on terms that are more favorable than the terms provided for in this Agreement. Upon the occurrence of the Company's breach of its obligations set forth in this Section to waive any claim it may have against the Issuer as described above, the Issuer shall have the right to immediately terminate this Agreement and the associated tax abatement and require that the Company pay to the Issuer the amounts specified in **clauses (i) through (iv) of Section 5.2.**

Section 6.2. Severability. If for any reason any provision of this Agreement shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 6.3. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Kansas.

Section 6.4. Execution in Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 6.5. Waiver. The Issuer and the Company acknowledge and agree that the amounts payable hereunder shall constitute payments due the Issuer under the Lease Agreement. The Company shall not be entitled to any extension of payment of such amounts as a result of a filing by or against the Company in any bankruptcy court.

Section 6.6. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be in writing and shall be given to or filed with the Issuer and the Company as set forth below:

The Unified Government Clerk
The Unified Government of Wyandotte County/Kansas City, Kansas
701 N. 7th Street, Suite 323

Kansas City, Kansas 66101
Telephone: 913-573-5260
Email: bdeichler@wycokck.org

with a copy to:

Chief Counsel
The Unified Government of Wyandotte County/Kansas City, Kansas
701 N. 7th Street, Suite 961
Kansas City, Kansas 66101
Telephone: 913-573-5060
Email: alawson@bpu.com

with a copy to:

David Johnston
County Administrator
Unified Government of Wyandotte County/Kansas City, Kansas
701 N. 7th Street, 9th Floor
Kansas City, Kansas 66101
Email: djohnston@wycokck.org

with a copy to:

Gilmore & Bell, P.C.
Kevin Wempe
2405 Grand Blvd., Suite 1100
Kansas City, Missouri 64108
Telephone: 816-221-1000
Email: kwempe@gilmorebell.com

and to the Company at:

Blair Tanner
1545 Stone Canyon Road
Los Angeles, California 90077
Telephone: 310-476-7500
Email: blair@tannerwhiteproperties.com

with a copy to:

Aaron Mesmer
4622 Pennsylvania Avenue, Suite 700
Kansas City, Missouri 64112
Telephone: 816-412-5858
Email: amesmer@blockllc.com

with a copy to:

Bob Johnson
Polsinelli PC
900 W. 48th Place, Suite 900

Kansas City, Missouri 64112
Telephone: 816-360-4359
Email: rjohnson@polsinelli.com

All notices given by: (i) nationally recognized overnight delivery service, or (ii) electronic mail, followed up by regular United States mail or nationally recognized overnight delivery service in accordance with the above procedures, shall be deemed duly given one business day after they are so delivered. All notices given in person shall be deemed duly given when delivered.

Section 6.7. Further Assurances. The parties each agree to do, execute, acknowledge and deliver any and all other documents and instruments and to take all such further action as shall be reasonably necessary or reasonably required in order to fully carry out this Agreement and to fully consummate and effect the transactions contemplated hereby.

Section 6.8. Authority, etc. Each party to this Agreement represents and warrants to each other party as follows: (i) that such party has the requisite power and authority to enter into and perform this Agreement; (ii) that this Agreement has been duly authorized by all necessary action on the part of such party; (iii) that the execution and delivery and performance by each party of this Agreement will not conflict with or result in a violation of such party's organizational documents or any judgment, order or decree of any court or arbiter to which such party is bound; and (iv) that this Agreement constitutes the valid and binding obligation of such party, and is enforceable against such party in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, creditor's rights and other similar laws.

Section 6.9. Electronic Storage and Transactions. The parties agree that the transactions described herein may be conducted and related documents may be stored by electronic means. All closing documents, certificates, and related instruments may be executed by electronic transmission. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents (or documents executed by electronic transmission) shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Remainder of page intentionally blank.]

:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, all as of the date first above written.

**UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS**

(SEAL)

By: _____
Tyrone Garner, Mayor/CEO

ATTEST:

By: _____
Brett Deichler, Unified Government Clerk

APPROVED AS TO FORM:

By: _____
Office of Chief Counsel

4601 RAINBOW, LLC
a Kansas limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT A

APPLICATION FOR THE ISSUANCE OF INDUSTRIAL REVENUE BONDS

EXHIBIT B

PROJECT SITE

Lots 25, 26, 27, 28, 29, 54, 55, 56, 57, 58, 83, 84, 85, 86 and 87, Spring Valley, an addition to the City of Kansas City, Wyandotte County, Kansas, together with that part of Francis Street between 46th Street and Wyandotte – Johnson County Line, Vacated by Ordinance No. 65179, and recorded in Book 3237, Page 531.

EXHIBIT C

TAX PAYMENT SCHEDULE

Tax Payments (or “PILOTS”) shall be determined on a per-apartment-unit basis. Below is an approximate PILOT schedule based on 149 apartment units, and the parties acknowledge that the Tax Payments may be adjusted in accordance with the table below depending on the ultimate number of units constructed.

Tax Payments shown below do not include the school district’s capital outlay levy that cannot be abated under Kansas law.

Number of units	149
Year 1 PILOT	\$156,301
Year 1 PILOT per unit	\$1,049
Annual Increase	2.00%
Annual Increase if LMW Failure	4.00%

Year^(a)	Annual PILOT^(b)	PILOT per Door^(b)	Annual PILOT if L/M/WBE Failure^(b)	PILOT per Door^(b)
1	\$156,301	\$1,049	\$156,301	\$1,049
2	159,427	1,070	162,553	1,091
3	162,616	1,091	169,055	1,135
4	165,868	1,113	175,817	1,180
5	169,185	1,135	182,850	1,227
6	172,569	1,158	190,164	1,276
7	176,020	1,181	197,771	1,327
8	179,541	1,205	205,681	1,380
9	183,132	1,229	213,909	1,436
10	186,794	1,254	222,465	1,493

Business Category	Participation Percentage Goal Percentage of Total Construction Cost for the Project
LBE	12%
MBE	6%
WBE	4%

^(a) Year 1 refers to calendar year beginning January 1 after issuance of Bonds.

^(b) Does not include school district capital outlay levy.

EXHIBIT D

LBE/MBE/WBE PARTICIPATION AGREEMENT

THIS LBE/MBE/WBE PARTICIPATION AGREEMENT (the “**Agreement**”), by and between the Unified Government of Wyandotte County/Kansas City, Kansas (the “**UG**”) and 4601 Rainbow, LLC or assigns (the “**Developer**”), sets forth procedures and goals for the utilization of local business, minority and women enterprises in connection with the development of an approximately 149-unit, commercial multifamily project in Kansas City, Kansas (the “**Project**”), as defined below.

I. SCOPE

A. These procedures are applicable to the Construction (as defined below) of the Project, as further described in that certain Performance Agreement between the UG and Developer, dated October ____, 2023 (the “**Performance Agreement**”), whether performed by or on behalf of Developer, including, but not limited to, all aspects of Construction of the Project and related facilities including labor, materials and supplies, and construction related services whether undertaken by or on behalf of Developer, but not including Specialized Services.

II. DEFINITIONS

A. “**Construction**” means all aspects of the construction of the Project including labor, materials and supplies, and construction related services, whether performed or contracted for by or on behalf of Developer; provided, however, “Construction” shall not include: (i) Specialized Services; and (ii) Professional Services.

B. “**Contractor**” means the Proposer selected by the Developer for the Project.

C. “**Local Business Enterprise**” (or “**LBE**”) means a business headquartered or which maintains a Substantial Local Office that performs the significant functions of the business in Wyandotte County or a business of which at least 51% of the stock, equity, or beneficial interest is owned, held, or controlled and whose day-to-day management is under the control of an individual residing in Wyandotte County. There is no formal certification process for LBE designation and it is determined and assigned based upon the criteria referenced in this definition and payment of all applicable Wyandotte County taxes and/or licensing fees.

D. “**Minority Business Enterprise**” (or “**MBE**”) means a business of which at least 51% of the stock, equity, or beneficial interest is owned, held, or controlled and/or whose day-to-day management is under the control of a person who is a member of an American ethnic minority group including African-American, Asian-Indian, Asian-Pacific, Hispanic and Native American.

E. “**Professional Services**” means advisory or consulting activities including, but not limited to, architectural, engineering, legal, accounting, financial, marketing, environmental studies, and financial services contracted for, by or on behalf of Developer for the design, development and construction of the Project.

F. “**Project**” means the Construction of a new apartment complex and as legally described in Exhibit 1 to this Agreement.

G. “Proposer” means a construction firm that submits a proposal in response to a solicitation for proposals issued by Developer with respect to the Construction of the Project or with respect to the annual operations of the Project.

G. “Specialized Services” means expertise, services, or products that are only available through sole source providers or national vendors or are unique to the business of the Project.

H. “Substantial Local Office” means an office operated and financially supported by a firm that has sufficient space, staff and equipment to carry on the local business of the firm and that is engaged in significant, on-going local involvement with the business community in Wyandotte County, KS. The term “Substantial Local Office” shall specifically exclude any office that has been established for the sole purpose of participating in a specific Project.

I. “Women Business Enterprise” (or “WBE”) means a business of which at least 51% of the stock, equity, or beneficial interest is owned, held, or controlled and/or whose day-to-day management is under the control of one or more women who are U.S. citizens or legal resident aliens.

III. GOALS FOR LBE/MBE/WBE PARTICIPATION.

Developer and its Contractor will use Best Efforts to meet the LBE/MBE/WBE participation percentage goals listed in the below chart based upon the total cost of the Construction of the Project. In no event shall Developer be required to incur higher costs as a result of its commitment to attempt to meet such goals. These goals are based upon a disparity study performed for the Kansas City Metropolitan Area for LBE, MBE, and WBE participation. These goals are not quotas or set asides.

Business Category	Participation Percentage Goal – Percentage of Total Construction Cost for the Project
LBE	12%
MBE	6%
WBE	4%

It is the intent of the UG to give preference to the utilization of LBEs so long as all other factors relating to the award of an individual contract are equal. If the factors relating to an award of an individual contract are equal, the Developer shall give preference to the utilization of LBEs over the utilization of MBEs and WBEs.

IV. ELIGIBILITY FOR CREDIT

A. Only LBE businesses that are qualified and/or MBE or WBE businesses that are certified or undergoing certification by the Kansas Department of Commerce, the City of Kansas City, Missouri, the State of Missouri, the Missouri Department of Transportation, the MidAmerica Minority Business Development Council, and/or the Women’s Business Enterprise National Council or any other applicable or appropriate public or private entity or other entity mutually acceptable to the UG and the Developer (each, an “approved” business) may be counted towards the participation goals in Section III above.

B. In the event that a contract has been awarded on the Project to an approved LBE, MBE, or WBE business, and such LBE, MBE or WBE business later becomes unapproved prior to the completion and acceptance of all the work to be provided under such contract, then Developer shall receive credit towards the goal for only that portion of work performed or services provided up to the point such business becomes unapproved.

V. CONSTRUCTION UTILIZATION

A. The goals set forth in Section III may be met by the expenditure of dollars with approved LBE, MBE and/or WBE businesses, contractors, labor suppliers, regular dealers, manufacturers, material suppliers, subcontractors, software vendors, consultants, other Construction-related products, suppliers, and/or services, or through joint ventures with approved LBEs, MBEs or WBEs. The participation of certified LBE, MBE and/or WBE Proposers may count toward a goal for which they qualify.

B. A joint venture involving an approved LBE, MBE, and/or WBE as a partner may be counted towards the applicable goal only to the extent of the dollar amount for which the approved LBE, MBE, and/or WBE is responsible; provided that if the LBE, MBE, and/or WBE is the majority partner in such joint venture, then the entire joint venture contract amount shall be counted, less any work subcontracted to the non LBE, MBE, and/or WBE joint venture partner. To receive credit, the approved LBE, MBE, and/or WBE must be responsible for a clearly defined portion of the work, profits, risks, assets, and liabilities of the joint venture.

C. Participation by a certified MBE owned by a minority woman may be counted as MBE participation or as WBE participation; however, this participation cannot be counted both for MBE and WBE participation. However, a certified MBE or WBE that also qualifies as an LBE may also be counted towards the LBE goal. For additional clarification purposes, a qualified LBE, which also certified as an MBE or WBE, shall be counted toward both the LBE and the MBE or WBE goals in the Developer's sole discretion.

D. The LBE, MBE, or WBE must be responsible for the execution of a distinct element of the work by actually performing, managing, or supervising its function in the work identified in the agreement with such LBE, MBE or WBE. Brokering is not credited.

VI. CONTRACT AWARD COMPLIANCE PROCEDURES

A. Solicitation Documents. The solicitation documents, for each contract for which goals are established, shall contain a description of the requirements set forth in this Agreement and the LBE, MBE, and WBE goals. Upon request by the UG, Developer shall submit the solicitation documents and the bid list to the UG.

B. Subcontractor Relations – Documentation of Subcontracting Agreements. All subcontracting services for LBE, MBE and/or WBE businesses shall be evidenced by an agreement which shall include the scope of work to be performed and the amount to be paid for performance of the work. Unit price subcontracts are acceptable if appropriate to the type of work being performed.

C. Best Efforts. For each LBE/MBE/WBE participation percentage goal that is not achieved, Developer shall be deemed to have used “**Best Efforts**” to meet such goal(s) if Developer shall have taken substantially all of the following actions:

- i. Developer is seeking or has sought timely assistance of the UG to identify qualified LBEs, MBEs, and WBEs;
- ii. Developer is advertising or has advertised contract opportunities in local, minority, and women media;
- iii. Developer is providing or has provided reasonable written notice of opportunities and/or informational meetings to approved LBEs, MBEs, and WBEs;

iv. Developer is following up or has followed up initial solicitations of interest by contacting LBEs, MBEs, and WBEs;

v. Developer is segmenting or has segmented portions of the work to increase the likelihood of LBE, MBE, and WBE participation, where feasible;

vi. Developer is or has provided interested LBEs, MBEs, and WBEs with timely and accurate information about the plans, specifications, requirements, deadlines, and bidding procedures of the contracts;

vii. Developer is negotiating or has negotiated in good faith with interested LBEs, MBEs, and WBEs, not rejecting them as unqualified without sound reasons, based on a thorough review of their capabilities and prior work history;

viii. Developer is seeking or has sought to educate and assist LBEs, MBEs, and WBEs in obtaining bonding, lines of credit or insurance required to perform the contract; and

ix. Developer is working or has worked with local, minority, and women contracting, professional, civic, and community organizations, government officers and any other organization or persons, as identified by the UG, that provide assistance in the recruitment of LBEs, MBEs, and WBEs.

Failure by Developer to take all of the foregoing actions shall not be determinative that Developer has not used its Best Efforts. The parties acknowledge that all of the foregoing actions may not apply to every scope of the Project.

VII. UG'S ASSISTANCE TO PROJECT

The UG shall use its best efforts to provide assistance to Developer and its agents so that Developer may fulfill its participation goals as set forth in this Agreement. The Developer assumes all responsibility for using Best Efforts to meet the goals and complying with the procedures and processes set forth herein. Examples of such assistance by the UG include but are not limited to:

A. providing information and technical assistance regarding this Project to the Developer and its agents including the Contractor and any other contractors, subcontractors, LBEs, MBEs, WBEs, officials and other interested persons;

B. developing and maintaining a registry of approved LBE, MBE and WBE businesses;

C. assisting with identifying potential LBEs, MBEs, and WBEs and reviewing their qualifications to participate in the Project;

D. updating the Developer and its agents on current or proposed affirmative action legislation enacted by the UG that may affect the Project;

E. frequently reviewing Developer and the Contractor and any other contractor or subcontractor performance and LBE, MBE, and/or WBE participation on the Project;

F. providing advice relative to utilization and compliance matters;

- G. conducting compliance reviews and audits of LBE, MBE, and WBE and participation;
- H. assisting the Developer and its agents in addressing issues related to the goals and procedures set forth in this Agreement;
- I. reviewing complaints from LBEs, MBEs, WBEs, and any other interested persons regarding these goals and procedures with Developer and its agents; and
- J. assisting in the Developer's development of forms to document compliance with these procedures.

VIII. DEVELOPER COMPLIANCE; RECORDS AND REPORTS.

A. Records. Developer shall maintain those records as may reasonably be required to demonstrate compliance (and/or its Best Efforts to comply) with the goals and procedures set forth in this Agreement. These records shall be made available to the UG at Developer's offices during business hours and upon reasonable advance notice.

B. Construction Utilization Plan Reports. Developer shall provide the UG with information sufficient to document the participation under this Agreement, which may include periodically providing the Construction Utilization Plan as set forth on Exhibit 2. Such information may include for each LBE, MBE, or WBE whose participation is utilized by Developer to be applied to the goals set forth herein: business name and address of each LBE, MBE, and/or WBE; and a brief description of the work to be performed by each such LBE, MBE and/or WBE.

C. Remedies. If, after review of the Developer's construction and related reports by the Unified Government Contract Compliance Department, the UG determines that the participation goals contained in this Agreement for the Construction of the Project have not been met, and that the Best Efforts described herein have not been met, then the UG shall have, as its sole and exclusive remedies: such remedy as set forth in Section 3.11 of the Performance Agreement; and (ii) UG shall also have the right to renegotiate LBE, MBE, and WBE goals for future construction projects undertaken by the Company in the UG.

**UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS**

By: _____
David Johnston
County Administrator

Date: _____

4601 RAINBOW, LLC

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT 1
Legal Description

Lots 25, 26, 27, 28, 29, 54, 55, 56, 57, 58, 83, 84, 85, 86 and 87, Spring Valley, an addition to the City of Kansas City, Wyandotte County, Kansas, together with that part of Francis Street between 46th Street and Wyandotte – Johnson County Line, Vacated by Ordinance No. 65179, and recorded in Book 3237, Page 531.

EXHIBIT 2
Construction Utilization Plan

EXHIBIT E
SITE PLAN

(Published in *The Wyandotte Echo* on October 5, 2023)

**NOTICE OF PUBLIC HEARING ON ISSUANCE
OF INDUSTRIAL REVENUE BONDS**

Notice is hereby given that the Commission of the Unified Government of Wyandotte County/Kansas City, Kansas (the “Unified Government”) will conduct a public hearing on **Thursday, October 26, 2023**, at 7:00 p.m., or as soon thereafter as may be heard, regarding the proposed issuance by the Unified Government of its industrial revenue bonds in a principal amount not to exceed \$52,927,000 (the “Bonds”) and in regard to an exemption from ad valorem taxation for property constructed or purchased with the proceeds of the Bonds.

The public hearing will be held at City Hall, 701 N 7th Street, Kansas City, Kansas, 66101. Additional public hearing access information is available at www.wycokck.org/Departments/Clerks-Office/Engage-in-Public-Commission-Meeting or by contacting the Clerk’s office via phone at (913) 573-5206 or via email at ugclerkrequest@wycokck.org. Public comment may also be submitted in advance of the public hearing by email to ugclerkrequest@wycokck.org, fax to (913) 573-5299, or mail to Unified Government Clerk’s Office, 701 N. 7th Street, Suite 323, Kansas City, Kansas 66101.

The Bonds are proposed to be issued under authority of K.S.A. 12-1740 *et seq.*, as amended, to provide funds for acquiring, purchasing, constructing, installing and equipping an approximately 149-unit commercial multifamily facility, located generally at the southeast corner of Rainbow Boulevard and 46th Avenue, in the City of Kansas City, Kansas (the “Project”). The Unified Government intends to base lease the facility and further intends to lease the facility to 4601 Rainbow, LLC, a Kansas limited liability company, or its successors and assigns (the “Company”).

The Company has requested a 10-year property tax abatement subject to certain payments in lieu of tax for the property constructed or purchased with the proceeds of the Bonds.

A copy of this Notice, together with a copy of the resolution of intent of the Unified Government to be considered for adoption, indicating the intent of the governing body of the Unified Government to issue the Bonds and a report analyzing the costs and benefits of such property tax exemption, are on file in the office of the Unified Government Clerk and available for public inspection during normal business hours.

All persons having an interest in this matter will be given an opportunity to be heard at the time and place above specified.

Dated: October 5, 2023.

Brett Deichler
Unified Government Clerk
701 N. 7th Street
Kansas City, Kansas 66101
(913) 573-8039



PUBLIC HEARING AGENDA ITEM NO. |

Staff Request for Commission Action

Tracking No. 212767

APPROVED BY
UNIFIED BOARD OF COMMISSIONERS

Full Commission Meeting Date:

Committee: Economic Development & Finance

Date of Standing Committee Action:
(If none, please explain):

OCT 26 2023

Publication Required: No

<u>Date:</u>	<u>Contact Name:</u>	<u>Contact Phone:</u>	<u>Contact Email:</u>	<u>Department/Division:</u>
10/11/2023	Jeffrey Conway	x5075	jconway@wycokck.org	Legal

Item Description:

Adopting a resolution determining the intent to issue Industrial Revenue Bonds in the amount of not to exceed \$52,927,000 to finance the costs and equipping a Commercial Multifamily facility for the benefit of 4601 Rainbow, LLC., submitted by Jeff Conway, Assistant Counsel, Legal Department.

Action Requested:

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

Resolution of Intent - Woodside Village Rosedale Apartments (UG), Performance Agreement - Woodside Village Rosedale Apartments (UG)



Report to
Full Commission

MEETING DATE	PRESENTER	DEPARTMENT
October 26, 2023	Jeffrey Conway, Assistant Counsel	Legal
AGENDA ITEM #XI.1.		
RESOLUTION: APPROVING ISSUANCE OF INDUSTRIAL REVENUE BONDS (4601 RAINBOW LLC)		
BACKGROUND		
Conduct a public hearing and approve the adoption of a resolution determining the intent to issue Industrial Revenue Bonds in the amount of not to exceed \$52,927,000 to finance the costs and equipping a Commercial Multifamily facility for the benefit of 4601 Rainbow, LLC., submitted by Jeff Conway, Assistant Counsel, Legal Department.		
<i>On October 9, 2023, the Economic Development and Finance Standing Committee, chaired by Commissioner Burroughs, voted unanimously to approve and forward to the full commission.</i>		
RECOMMENDATION		
Approve		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
IT/POLICY CONSIDERATIONS		
PROCUREMENT CONSIDERATIONS		
LEGAL CONSIDERATIONS		
ATTACHMENTS		
Resolution of Intent - Woodside Village Rosedale Apartments (UG), Performance Agreement - Woodside Village Rosedale Apartments (UG)		

Approved by Mayor and Administrator to add to agenda:

David Johnston, County Administrator

Dated:

FIRST AMENDMENT OF PERFORMANCE AGREEMENT

Dated as of November 21, 2024

BETWEEN THE

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

AND

4601 RAINBOW, LLC

Prepared By:

**Gilmore & Bell, P.C.
Kansas City, Missouri**

FIRST AMENDMENT OF PERFORMANCE AGREEMENT

THIS FIRST AMENDMENT OF PERFORMANCE AGREEMENT, dated as of November 21, 2024 (the “**First Amendment**”), between the **UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS**, a municipal corporation organized and existing under the laws of the State of Kansas (the “**Issuer**”), and **4601 RAINBOW, LLC**, a Kansas limited liability company (the “**Company**”), amends that certain Performance Agreement dated as of October 26, 2023, (the “**Original Agreement**,” and together with this First Amendment, the “**Agreement**”);

WITNESSETH:

WHEREAS, the Issuer is authorized by K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the “**Act**”), to acquire, construct and improve certain facilities for commercial, industrial and manufacturing purposes, to enter into leases and lease-purchase agreements with any person, firm or corporation for said projects, and to issue revenue bonds for the purpose of paying the cost of any such facilities;

WHEREAS, pursuant to such authorization, the governing body of the Issuer has adopted a Resolution (the “**Resolution**”) indicating the Issuer’s intent to issue one or more series of taxable industrial revenue bonds in the principal amount of not to exceed \$52,927,000 (the “**Bonds**”), for the purpose of acquiring, constructing, improving, installing, furnishing and equipping the Project and authorizing the Issuer to enter into the Original Agreement;

WHEREAS, the Issuer is authorized and empowered under the Act and K.S.A. 79-201a, as amended (the “**Abatement Statute**”) to exempt from ad valorem taxation all or any portion of the Project financed with the proceeds of the Bonds, subject to the limitations set forth in the Abatement Statute and the Agreement; and

WHEREAS, pursuant to the foregoing, the Issuer and Company previously entered into the Original Agreement and now desire to enter into this First Amendment to amend certain provisions of the Original Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the Issuer and the Company hereby represent, covenant and agree as follows:

1. Defined Terms. Unless defined in this First Amendment, all capitalized terms shall have the meaning set forth in the Original Agreement.

2. Amendments. The following portions of the Original Agreement are hereby amended as set forth below.

“**Section 3.2. Completion Date.**” Such Section of the Original Agreement is hereby amended to read as follows:

Section 3.2. Completion Date. Subject only to Force Majeure, the Company agrees to commence construction on or before July 1, 2026, and substantially complete construction of the Project on or before June 30, 2029. “Commence construction” shall mean that the Company has entered into a contract with a licensed contractor for the construction of the Project and the Issuer has issued a building permit therefor. “Substantially complete,” for purposes of this Section, shall mean that the Project can be occupied or utilized for its intended purpose as a multifamily facility, as evidenced by

receipt by the Company of a temporary certificate of occupancy for the Project. The parties agree that the governing body of the Issuer will consider an ordinance authorizing the issuance of the Bonds on or about such time, but in no event will the Bonds be issued later than December 31, 2029.

3. Ratification. Except as expressly amended herein, all terms of the Original Agreement will remain in full force and effect.

[Balance of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed by their duly authorized officers, all as of the date first above written.

**UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS**

(SEAL)

By: 
Tyrone Garner, Mayor/CEO

ATTEST:

By: 
Monica Sparks, Unified Government Clerk

APPROVED AS TO FORM:


Office of Chief Counsel

4601 RAINBOW, LLC
a Kansas limited liability company

By: Blair Tanner

Name: Blair Tanner

Title: President

SECOND AMENDMENT OF PERFORMANCE AGREEMENT

Dated as of May 21, 2026

BETWEEN THE

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

AND

4601 RAINBOW, LLC

Prepared By:

**Gilmore & Bell, P.C.
Kansas City, Missouri**

SECOND AMENDMENT OF PERFORMANCE AGREEMENT

THIS SECOND AMENDMENT OF PERFORMANCE AGREEMENT, dated as of May 21, 2026 (the “**Second Amendment**”), between the **UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS**, a municipal corporation organized and existing under the laws of the State of Kansas (the “**Issuer**”), and **4601 RAINBOW, LLC**, a Kansas limited liability company (the “**Company**”), amends that certain Performance Agreement dated as of October 26, 2023, (the “**Original Agreement**,”), as amended by that certain First Amendment of Performance Agreement dated as of November 21, 2024 (the “**First Amendment**”, and collectively with the Original Agreement, the First Amendment, and this Second Amendment, the “**Agreement**”);

WITNESSETH:

WHEREAS, the Issuer is authorized by K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the “**Act**”), to acquire, construct and improve certain facilities for commercial, industrial and manufacturing purposes, to enter into leases and lease-purchase agreements with any person, firm or corporation for said projects, and to issue revenue bonds for the purpose of paying the cost of any such facilities;

WHEREAS, pursuant to such authorization, the governing body of the Issuer has adopted a Resolution (the “**Resolution**”) indicating the Issuer’s intent to issue one or more series of taxable industrial revenue bonds in the principal amount of not to exceed \$52,927,000 (the “**Bonds**”), for the purpose of acquiring, constructing, improving, installing, furnishing and equipping the Project and authorizing the Issuer to enter into the Original Agreement;

WHEREAS, the Issuer is authorized and empowered under the Act and K.S.A. 79-201a, as amended (the “**Abatement Statute**”) to exempt from ad valorem taxation all or any portion of the Project financed with the proceeds of the Bonds, subject to the limitations set forth in the Abatement Statute and the Agreement; and

WHEREAS, pursuant to the foregoing, the Issuer and Company previously entered into the Original Agreement and the First Amendment; and

WHEREAS, the Issuer and Company now desire to enter into this Second Amendment to amend the Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the Issuer and the Company hereby represent, covenant and agree as follows:

1. Defined Terms. Unless defined in this Second Amendment, all capitalized terms shall have the meaning set forth in the Original Agreement.

2. Amendments. The following portion of the Agreement is hereby amended as set forth below.

“**Section 3.2. Completion Date.**” Such Section of Agreement is hereby amended to read as follows:

Section 3.2. Completion Date. Subject only to Force Majeure, the Company agrees to commence construction on or before December 31, 2026, and substantially complete construction of the Project on or before June 30, 2029. “Commence construction”

shall mean that the Company has entered into a contract with a licensed contractor for the construction of the Project and the Issuer has issued a building permit therefor. “Substantially complete,” for purposes of this Section, shall mean that the Project can be occupied or utilized for its intended purpose as a multifamily facility, as evidenced by receipt by the Company of a temporary certificate of occupancy for the Project. The parties agree that the governing body of the Issuer will consider an ordinance authorizing the issuance of the Bonds on or about such time, but in no event will the Bonds be issued later than December 31, 2029.

3. Ratification. Except as expressly amended herein, all terms of the Agreement will remain in full force and effect.

[Balance of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed by their duly authorized officers, all as of the date second above written.

**UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS**

(SEAL)

By: _____
Christal Watson, Mayor/CEO

ATTEST:

By: _____
Monica Sparks, Unified Government Clerk

APPROVED AS TO FORM:

Office of Chief Counsel

4601 RAINBOW, LLC
a Kansas limited liability company

By: _____

Name: _____

Title: _____



Report to
Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
	<div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Chelsee Chism, Director</div> cchism@wycokck.org X8046	Economic Development
AGENDA ITEM #7.2.		
RESOLUTION: TANGER - AMENDMENT TO DEVELOPMENT		
BACKGROUND		
<p>Tanger Kansas City II, LLC ("Developer") has requested an amendment to the Development Agreement for Legends West Lawn project. The Sixth Amendment was approved by the Commission in June 2025; Tanger acquired the property in September 2025.</p> <p>The Seventh Amendment ("Amendment") contemplates an extension to the paving obligation as defined in Section 1 of the Amendment as well as replacement of Exhibit L with an updated Exhibit L outlining specific repairs and associated costs.</p>		
RECOMMENDATION		
Approve		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
N/A		
LEGAL/ POLICY CONSIDERATIONS		
ATTACHMENTS		
Resolution for Seventh Amendment to Development Agreement for Legends West Lawn (Final), 7th Amendment to Development Agreement (Final Version)		

Approved by Mayor/Administrator to add to agenda.

RESOLUTION NO. R-____-26

A RESOLUTION AUTHORIZING THE SEVENTH AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR LEGENDS WEST LAWN

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the "UG") and W-LD Legends Owner VII, L.L.C., a Delaware limited liability company ("Original Developer") are parties to that certain Development Agreement for Legends West Lawn dated as of February 8, 2018, as amended by that certain First Amendment to Development Agreement for Legends West Lawn dated as of January 4, 2019, that certain Second Amendment to Development Agreement for Legends West Lawn dated as of May 9, 2019, that certain Third Amendment to Development Agreement for Legends West Lawn dated as of September 30, 2021, that certain Fourth Amendment to Development Agreement for Legends West Lawn dated as of December 13, 2022, that certain Fifth Amendment to Development Agreement for Legends West Lawn dated as of December 15, 2023, and that certain Sixth Amendment to Development Agreement for Legends West Lawn dated as of June 26, 2025 (collectively, the "Agreement");

WHEREAS, Original Developer, partially assigned its rights and obligations under the Agreement to W-LD Legends Lot Owner VII, L.L.C., a Delaware limited liability company ("Lot Owner"), pursuant to that certain Partial Assignment and Assumption of Development Agreement for Legends West Lawn dated July 24, 2025;

WHEREAS, Original Developer and Lot Owner assigned their respective rights and obligations under the Agreement to Tanger Kansas City, LLC, a Delaware limited liability company, and Tanger Kansas City II, LLC, a Kansas limited liability company (collectively, the "Developer"), pursuant to those certain Assignments and Assumptions of Development Agreement for Legends West Lawn, each dated September 16, 2025;

WHEREAS, the Agreement stated that the Developer proposed to design, develop, and construct certain improvements to the Legends Outlets Kansas City, including among other things, hardscape and landscape replacements, video board installation on the existing "smokestack," shade structure, signage, facade improvements, escalator repair and enclosure and new "legends" monuments (as more particularly described in the Agreement, the "Project");

WHEREAS, Developer has requested that the UG acknowledges and confirms that Developer has sufficiently satisfied the requirements of Section 2.4 of the Agreement concerning certain repairs and improvements to the common areas of the Project (as more particularly described in Exhibit L of the Agreement, the "Repairs and Improvements");

WHEREAS, Developer has also requested an extension to the deadline to complete certain paving and striping obligations (as more particularly described in the Agreement, the "Paving Obligations"); and

WHEREAS, the Governing Body has determined that it is advisable to enter into the Seventh Amendment to Development Agreement for Legends West Lawn, attached hereto as Exhibit A (the "Seventh Amendment"), to acknowledge satisfaction of the Repairs and Improvements and to address certain modifications and amendments to the Agreement in connection with the Paving Obligations.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS:

Section 1. The Governing Body hereby approves the Seventh Amendment in substantially the form attached hereto.

Section 2. Each of the Mayor/CEO and the County Administrator is hereby authorized to execute in the name of the UG and deliver the Seventh Amendment. The County Administrator and other officials and representatives of the UG, including special counsel, are hereby further authorized and directed to take such actions and to execute any other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 3. This Resolution shall take effect and be in full force immediately upon its adoption by the Governing Body.

[Remainder of page intentionally left blank; signature page follows.]

ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS ON _____, 2026.

Christal E. Watson, Mayor/CEO

ATTEST:

Monica Sparks, Unified Government Clerk

(Seal)

Approved as to Form:

Angela J. Lawson, Acting Chief Counsel

EXHIBIT A

Seventh Amendment to Development Agreement for Legends West Lawn

[Attached on following pages.]

**SEVENTH AMENDMENT TO DEVELOPMENT AGREEMENT
FOR LEGENDS WEST LAWN**

This SEVENTH AMENDMENT TO DEVELOPMENT AGREEMENT FOR LEGENDS WEST LAWN (this “**Amendment**”) dated effective as of _____, 2026 (the “**Effective Date**”) is made and entered into by and between the Unified Government of Wyandotte County/Kansas City, Kansas (the “**UG**”), and Tanger Kansas City, LLC, a Delaware limited liability company and Tanger Kansas City II, LLC, a Kansas limited liability company, (collectively referred to herein as, “**Developer**”), successors in interest to W-LD Legends Owner VII, L.L.C. and W-LD Legends Lot Owner VII, L.L.C. respectively.

RECITALS

A. The UG and W-LD Legends Owner VII, L.L.C., as the original developer, entered into that certain Development Agreement for Legends West Lawn dated February 8, 2018, as amended by that certain First Amendment to Legends West Lawn Development Agreement dated January 4, 2019, as amended by that certain Second Amendment to Development Agreement for Legends West Lawn dated May 9, 2019, as amended by that certain Third Amendment to Development Agreement for Legends West Lawn dated September 30, 2021, as amended by that certain Fourth Amendment to Development Agreement for Legends West Lawn dated December 13, 2022, as amended by that certain Fifth Amendment to Development Agreement for Legends West Lawn dated December 15, 2023, as amended by that certain Sixth Amendment to Development Agreement for Legends West Lawn dated June 26, 2025 (the “**Sixth Amendment**”), as affected by that certain Partial Assignment and Assumption of Development Agreement for Legends Westlawn dated July 24, 2025, by W-LD Legends Owner VII, L.L.C., a Delaware limited liability company to W-LD Legends Lot Owner VII, L.L.C., a Delaware limited liability company, as affected by that certain Assignment and Assumption of Development Agreement for Legends West Lawn dated September 16, 2025, by Tanger Kansas City, LLC and as affected by that certain Assignment and Assumption of Development Agreement for Legends West Lawn dated September 16, 2025, by Tanger Kansas City II, LLC (as amended, the “**Agreement**”) relating to the development of certain real property located in Kansas City, Kansas, as further described in the Agreement (“**Property**”). All capitalized terms which are not otherwise defined herein shall have the meanings assigned to them in the Agreement.

B. UG and the Developer desire to extend certain deadlines for the Paving Obligations and to acknowledge and confirm that Developer has sufficiently satisfied the repairs and improvements specified in Section 2.4 and Exhibit L (the “**6th Amendment Repairs**”).

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the UG and Developer agree as follows:

1. Amendment of Paving Obligations in Section 2.2(c): The first paragraph of Section 2.2 (c) of the Agreement shall be deleted in its entirety and replaced with the following:

“Developer hereby agrees to pave in asphalt and stripe, in a manner consistent with asphalt parking lots elsewhere at the Legends Outlets Kansas City, the unpaved portions of parcel number 299900 located at 1824 Village West Parkway (the “**Paving Obligations**”). These Paving Obligations must be performed in a manner that fully complies with Applicable Laws and Requirements, including, without limitation, all stipulations and requirements from the planning and zoning for this parcel. The Paving Obligations shall be completed by the Developer on or before that date which is sixty (60) days after the failure to timely meet and satisfy the Execution Deadline, the Submittal Deadline, the Approval Deadline and/or the Commencement Deadline each as defined and set forth below (each, a “**Deadline**” and collectively, the “**Deadlines**”). Notwithstanding the foregoing, in the event that (i) Developer has a fully-executed lease with a potential user or contract for sale by June 1, 2026 (the “**Execution Deadline**”), and (ii) either the user, buyer or Developer has properly submitted a redevelopment plan for an alternative use of parcel number 299900 on or before the Execution Deadline (the “**Submittal Deadline**”), and (iii) such redevelopment plan for an alternative use of parcel number 299900 is approved by the UG's Commission (an “**Approved Plan**”) on or before October 1, 2026 (the “**Approval Deadline**”), then the Paving Obligations described herein shall be of no further force or effect as long as commencement of construction on the Approved Plan occurs on or before December 1, 2026 (the “**Commencement Deadline**”). In the event that Developer shall fail to meet the conditions set forth in the prior sentence on or before any of the respective Deadlines, then the deadline for the Paving Obligation shall be sixty (60) days after any such failed Deadline (the “**Paving Deadline**”).”

2. Exhibit L: **Exhibit L** of the Agreement shall be deleted in its entirety and replaced with **Exhibit L** attached hereto.
3. Repairs and Improvements in Section 2.4: Notwithstanding anything contained in the Agreement to the contrary, UG hereby acknowledges and confirms that Developer has sufficiently satisfied the requirements of Section 2.4 and **Exhibit L** by the specified completion date of April 1, 2026.
4. Recitals. The parties acknowledge that the Recitals set forth above are true and correct and are hereby incorporated into the body of this Amendment.
5. No Further Modification. Except as expressly set forth in this Amendment, all terms and provisions of the Agreement are hereby confirmed and remain unmodified and in full force and effect, such terms and provisions being hereby incorporated herein for all purposes.
6. Conflict or Inconsistency. In the event of any conflict or inconsistency between the terms and provisions of this Amendment and the terms and provisions of the Agreement, the terms and provisions of this Amendment shall control.
7. Multiple Counterparts. This Amendment may be executed in any number of counterparts, each of which may be executed by only one party, which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument. Delivery by facsimile or electronic transmission of an executed counterpart of

any signature page to this Amendment to be executed hereunder shall have the same effectiveness as delivery of a manually executed counterpart thereof.

IN WITNESS WHEREOF, the undersigned party has caused this Seventh Amendment to be executed as of the Effective Date.

UG:

**The Unified Government of Wyandotte
County/Kansas City, Kansas**

By: _____

Printed Name: _____

Title: _____

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned parties have caused this Seventh Amendment to be executed as of the Effective Date.

DEVELOPER:

Tanger Kansas City, LLC
a Delaware limited liability company

By: Tanger Devco, LLC, its Manager

By: _____

Printed Name: _____

Title: _____

Tanger Kansas City II, LLC
a Kansas limited liability company

By: Tanger Devco, LLC, its Manager

By: _____

Printed Name: _____

Title: _____

Exhibit L

Project Description	Cost
Parking Deck Restoration	\$ 343,014
Parking Lot Paving	\$ 1,698,571
Inner road curb	\$ 288,359
Interior Hardscape	\$ 334,550
HVAC	\$ 67,393
Stairs / Steel	\$ 26,214
Electrical Work	\$ 110,464
Lighting	\$ 321,460
Signage / Branding	\$ 394,023
FFE Replacements	\$ 197,249
Exterior Landscape	\$ 29,499
Service / Common Doors	\$ 67,875
Waterproofing / Façade	\$ 288,345
Purchase HK Equipment	\$ 26,850
Purchase New Impact Tree	\$ 102,244
TOTAL	\$ 4,296,110



Report to Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
	<div style="border: 1px solid black; padding: 5px;"> Michael Sutton, Redevelopment Coordinator </div> mjsutton@wycokck.org X5749	Economic Development
AGENDA ITEM #7.3.		
RESOLUTION: OPPORTUNITY ZONE 2.0 APPROVALS		
BACKGROUND		
<p>The federal Opportunity Zone (OZ) program, originally established under the Tax Cuts and Jobs Act of 2017, provides tax incentives to encourage long-term private investment in economically distressed communities. The initial designation cycle (OZ 1.0) remains in effect through December 31, 2026. Opportunity Zones 2.0 represent a continuation and refinement of federal place-based economic development policy. Beginning January 1, 2027, newly designated zones in Kansas will provide significant tax incentives to attract long-term private investment into eligible low-income census tracts. The updated framework emphasizes targeted investment, stricter eligibility, and long-term economic outcomes, positioning Kansas communities to leverage federal incentives for sustainable growth over the next decade. If effectively leveraged, OZ 2.0 can drive long-term private capital investment, job creation, and neighborhood revitalization in the County's most economically distressed areas through 2036.</p> <p><u>Designation Process:</u> Local governments must submit nominations to the State by June 2026. Final nominations by the Governor and certification by the U.S. Treasury will occur in late 2026.</p> <p>This item was added with the approval of the Administrator and Committee Chair.</p>		
RECOMMENDATION		
Approve		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
None at this time.		
LEGAL/ POLICY CONSIDERATIONS		
ATTACHMENTS		
Resolution for Opportunity Zone 2.0, OZ 2.0 Scoring Matrix_, Opportunity Zones 2.0 Presentation		

Approved by Mayor/Administrator to add to agenda.

RESOLUTION NO. R-____-26

A RESOLUTION IDENTIFYING AND NOMINATING ELIGIBLE CENSUS TRACTS FOR INCLUSION IN THE FEDERAL OPPORTUNITY ZONE 2.0 PROGRAM FOR THE YEARS 2027 THROUGH 2036

WHEREAS, the federal Opportunity Zone (OZ) program, originally established under the Tax Cuts and Jobs Act of 2017, provides tax incentives to encourage long-term private investment in economically distressed communities, and the initial designation cycle (OZ 1.0) remains in effect through December 31, 2026;

WHEREAS, the Opportunity Zones 2.0 program (OZ 2.0) represents a continuation and refinement of federal place-based economic development policy;

WHEREAS, beginning January 1, 2027, newly designated zones in Kansas will provide significant tax incentives to attract long-term private investment into eligible low-income census tracts;

WHEREAS, the updated framework in OZ 2.0 emphasizes targeted investment, stricter eligibility, and long-term economic outcomes, positioning Kansas communities to leverage federal incentives for sustainable growth over the next decade;

WHEREAS, if effectively leveraged, OZ 2.0 can drive long-term private capital investment, job creation, and neighborhood revitalization in the Wyandotte County's most economically distressed areas through 2036;

WHEREAS, local governments must submit nominations of eligible census tracts to the Kansas Department of Commerce by June 1, 2026; and

WHEREAS, final nominations will be made by the Governor starting in July 2026, and certification of the opportunity zones by the U.S. Department of the Treasury for the years 2027-2036 is scheduled to occur in November 2026.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS:

Section 1. The Unified Government of Wyandotte County/Kansas City, Kansas identifies and nominates the following eligible census tracts to the Kansas Department of Commerce for inclusion in the state's submission of 53 census tracts to the U.S. Department of the Treasury as part of the Opportunity Zone 2.0 program:

Indian Springs (Census Tract 439.05)

Quindaro Ruins (Census Tract 445)

Downtown KCK (Census Tract 429)

KU Med / Grain Silos (Census Tract 430)

18th Street & I-70 (Census Tracts 422, 423, 424)

Turner Diagonal (West Side) (Census Tract 441.01)

Tremont Project Area (Census Tracts 407, 414)

Edwardsville (Census Tract 447.02)

Section 2. The County Administrator and other officials and representatives of the UG are hereby further authorized and directed to take such actions and to execute any other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 3. This Resolution shall take effect and be in full force immediately upon its adoption by the governing body of the Unified Government of Wyandotte County/Kansas City, Kansas.

**ADOPTED BY THE UNIFIED GOVERNMENT BOARD OF COMMISSIONERS ON
THE 7TH DAY OF MAY, 2026.**

Christal E. Watson, Mayor/CEO

Attest:

Monica Sparks, Unified Government Clerk

Approved as to Form:

Angela J. Lawson, Acting Chief Counsel



Thank you for nominating your eligible census tracts for Opportunity Zone 2.0 designation. This program attracted \$100 billion in investments nationally since 2018, and your work is an important component in raising the standard of living of Kansans in your community and surrounding areas. Your eligibility already validates the need for OZ 2.0 designation, and your nomination should focus on how you intend to make the most of such a designation, not on need.

You may nominate any eligible census tract under your management or governance. Multiple tract nominations made by you should be ranked by priority when submitted to Commerce before June 1, 2026. If you have a tract that is being re-nominated, know that progress must be reported within the tract or it faces a steep slope to continue with a federal OZ designation.

Nominations should:

- Be concise and descriptive. Target a 3-page limit for each census tract nomination.
- Use hyperlinked files (maps etc.) to detail activities and infrastructure within the tract.
- Minimize the inclusion of activity outside of the census tract.
- Refrain from clustering nominations or making them inter-dependent.
- Be investor focused. Explain how risks are mitigated and gains can be maximized.

The following is an illustration of how nominations should flow, and how they will be evaluated.

1-Paragraph executive summary

recommended

Existing Qualified Opportunity Fund (QOF) Investments

up to 20 pts

A current census tract being renominated with verifiable activity by one or more Qualified Opportunity Funds. Details of project type including – but not limited to – new multifamily housing, substantially improved buildings, new enterprise, food desert grocery, mixed use, drug recovery or mental health services. Must fully detail the project and the QOF for eligible points.

Defined and funded marketing plan

up to 20 pts

The OZ 2.0 tracts will become official on January 1, 2027. Explain how you intend to provide sustained marketing of an OZ 2.0 tract between today and December 31, 2031. Which personnel will be involved? Is an agency helping or volunteering? How does social media play a role? Has a budget been proposed (or approved)? This is a vital function to investor success in the tract, and you are encouraged to take the space needed here to be descriptive.

Proposed and scoped OZ 2.0 eligible project with viable fit for investment

up to 15 pts

If you have a pre-defined project or community need for a QOF investor to consider, describe it concisely here. Two sentences on the nature of the investment and how it serves the community. One sentence on the size of the investment. One sentence describing the available infrastructure that reasonably assures success. Challenge a local realtor to help you with this section. Optional: itemize follow-on investments enabled by the initial one.



**Proposed and scoped OZ 2.0 eligible project with viable fit for investment** **up to 15 pts**

If you have a pre-defined project or community need for a QOF investor to consider, describe it concisely here. Two sentences on the nature of the investment and how it serves the community. One sentence on the size of the investment. One sentence describing the available infrastructure that reasonably assures success. Challenge a local realtor to help you with this section. Optional: itemize follow-on investments enabled by the initial one.

State of Kansas awarded grants since 2018 **up to 10 pts**

Describe the efforts made within the census tract to make it more investable. Include awards received from housing-related grant sources, community development block grants, Main Street, and all others provided by any state agency or department.

Infrastructure Improvements since 2018 **up to 10 pts**

Describe the infrastructure improvements and enhancements that occurred within the census tract. Focus on aspects that make QOF investment more likely including roadways, electrical infrastructure, water systems, natural gas service, broadband, and childcare availability. Hyperlinked access to your before-and-after maps is especially helpful. Grants made by any state agency are also of interest here.

Small Business starts since 2018 **up to 10 pts**

Have there been any new business starts within the census tract whether or not the investor was a QOF? Are there adjoining industries or businesses that would be attracted or enabled by their presence? Be specific and realistic.

Kansas Certified Site **up to 10 pts**

Are there development sites within the census tract that are currently a Kansas Certified Site, or have any been submitted to Commerce as of the date of your nomination? Provide details here.

Labor Shed & Housing Status **up to 5 pts**

Data on the census tract for both housing availability (or shortage) and population trends within the census tract. Changes within the tract since 2018 are of special interest to the evaluation process.

Bonus**Enhancements** **up to 10 pts**

Please indicate whether any zoning changes have been made in preparation for desirable investment activity. Have any other official designations been made by local government since 2018 to promote growth in the tract? Are there local incentives provided to further enhance the OZ 2.0 program?

Disclosures: **(0 pts)**

You are on your honor in this section and this section is not necessary if it does not apply to the tract being nominated.

If applicable, please describe any investor-backed projects that were not approved in a public vote and could have reasonably had a QOF involved. New investors will be doing their homework and will want background on this topic. Deficient permit applications or design compliance are not the concern. Please explain and provide assurances if able.





Opportunity Zones 2.0

Census Tract Selection



OPPORTUNITY ZONES INFORMATION



- Offer investors preferential tax treatment for capital gains invested in low-income communities.
- Program designed to encourage long-term investment in economically distressed areas and promote economic growth.
- Provides support to projects focused on a wide array of issues including: downtown revitalization, housing improvements and expansion of industrial parks and innovation districts.
- Opportunity Zones 1.0 began in 2017 and will last until December 31, 2026
- Opportunity Zones 2.0, is set to begin January 1, 2027, with the official nomination window opening on July 1, 2026.
- This round will reduce the number of eligible tracts from 74 (OZ 1.0) to 53 (OZ 2.0)
- Nominating entity is Board of Commissioners
 - Nominations must be submitted to KS Dept of Commerce by June 1, 2026
- Re-nominated tracts must show that progress has been made

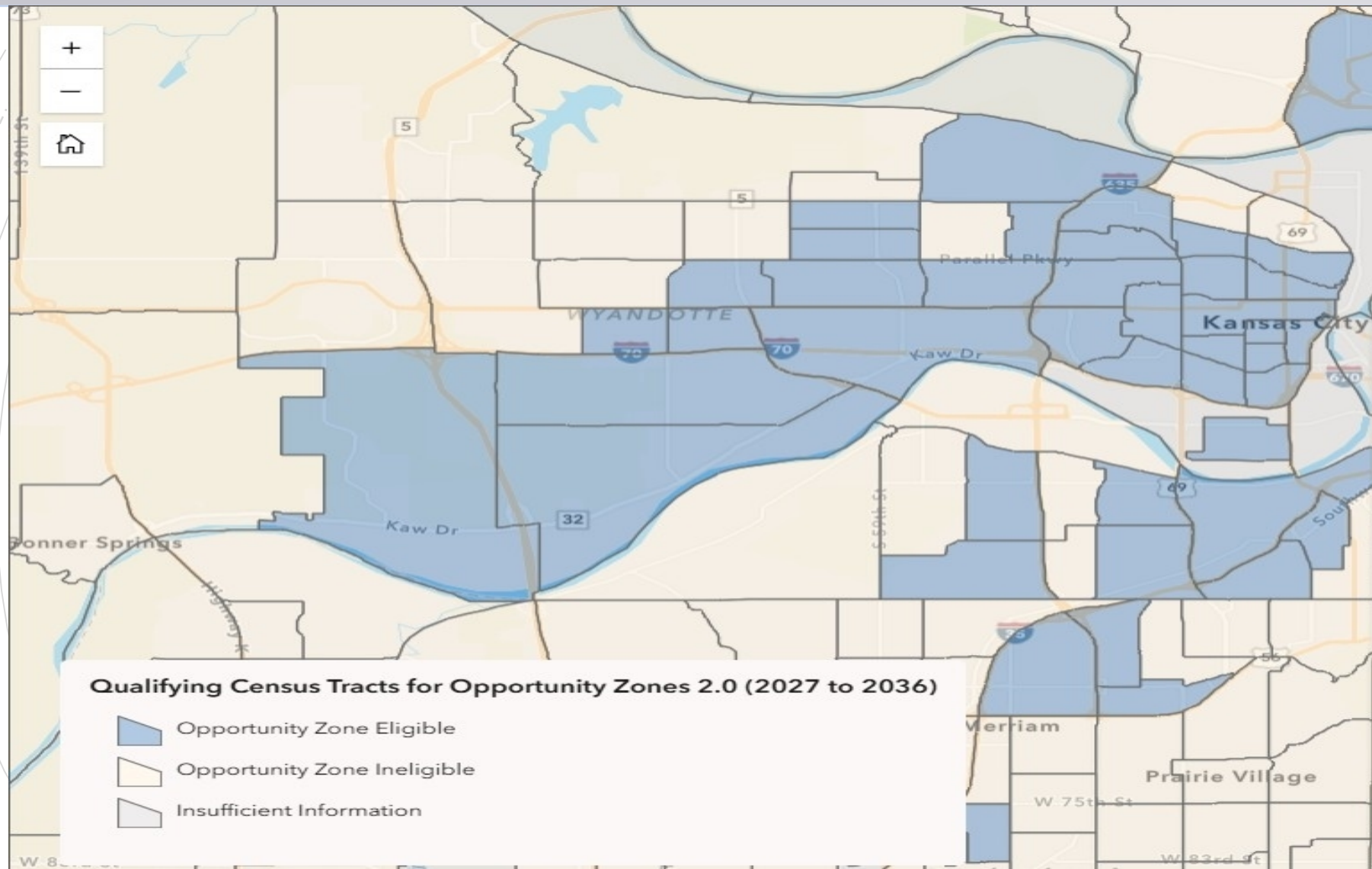


OPPORTUNITY ZONE 1.0 TRACTS





OPPORTUNITY ZONE 2.0 ELIGIBLE TRACTS





OPPORTUNITY ZONES SCORING MATRIX



- QOF Investments (20 points)
- Marketing Plan (20 points)
- Project Fit (15 points)
- State Grants (10 points)
- Infrastructure Improvements (10 points)
- Small Business Activity (10 points)
- Kansas Certified Site (10 points)
- Labor and Housing (5 points)
- Enhancements Bonus (10 points)



OZ 2.0 Census Tract Nominee Scoring Matrix



Thank you for nominating your eligible census tracts for Opportunity Zone 2.0 designation. This program attracted \$100 billion in investments nationally since 2018, and your work is an important component in raising the standard of living of Kansans in your community and surrounding areas. Your eligibility already validates the need for OZ 2.0 designation, and your nomination should focus on how you intend to make the most of such a designation, not on need.

You may nominate any eligible census tract under your management or governance. Multiple tract nominations made by you should be ranked by priority when submitted to Commerce before June 1, 2026. If you have a tract that is being re-nominated, know that progress must be reported within the tract or it faces a steep slope to continue with a federal OZ designation.

Nominations should:

- Be concise and descriptive. Target a 3-page limit for each census tract nomination.
- Use hyperlinked files (maps etc.) to detail activities and infrastructure within the tract.
- Minimize the inclusion of activity outside of the census tract.
- Refrain from clustering nominations or making them inter-dependent.
- Be investor focused. Explain how risks are mitigated and gains can be maximized.

The following is an illustration of how nominations should flow, and how they will be evaluated.

1-Paragraph executive summary

recommended

Existing Qualified Opportunity Fund (QOF) Investments

up to 20 pts

A current census tract being renominated with verifiable activity by one or more Qualified Opportunity Funds. Details of project type including – but not limited to – new multifamily housing, substantially improved buildings, new enterprise, food desert grocery, mixed use, drug recovery or mental health services. Must fully detail the project and the QOF for eligible points.

Defined and funded marketing plan

up to 20 pts

The OZ 2.0 tracts will become official on January 1, 2027. Explain how you intend to provide sustained marketing of an OZ 2.0 tract between today and December 31, 2031. Which personnel will be involved? Is an agency helping or volunteering? How does social media play a role? Has a budget been proposed (or approved)? This is a vital function to investor success in the tract, and you are encouraged to take the space needed here to be descriptive.

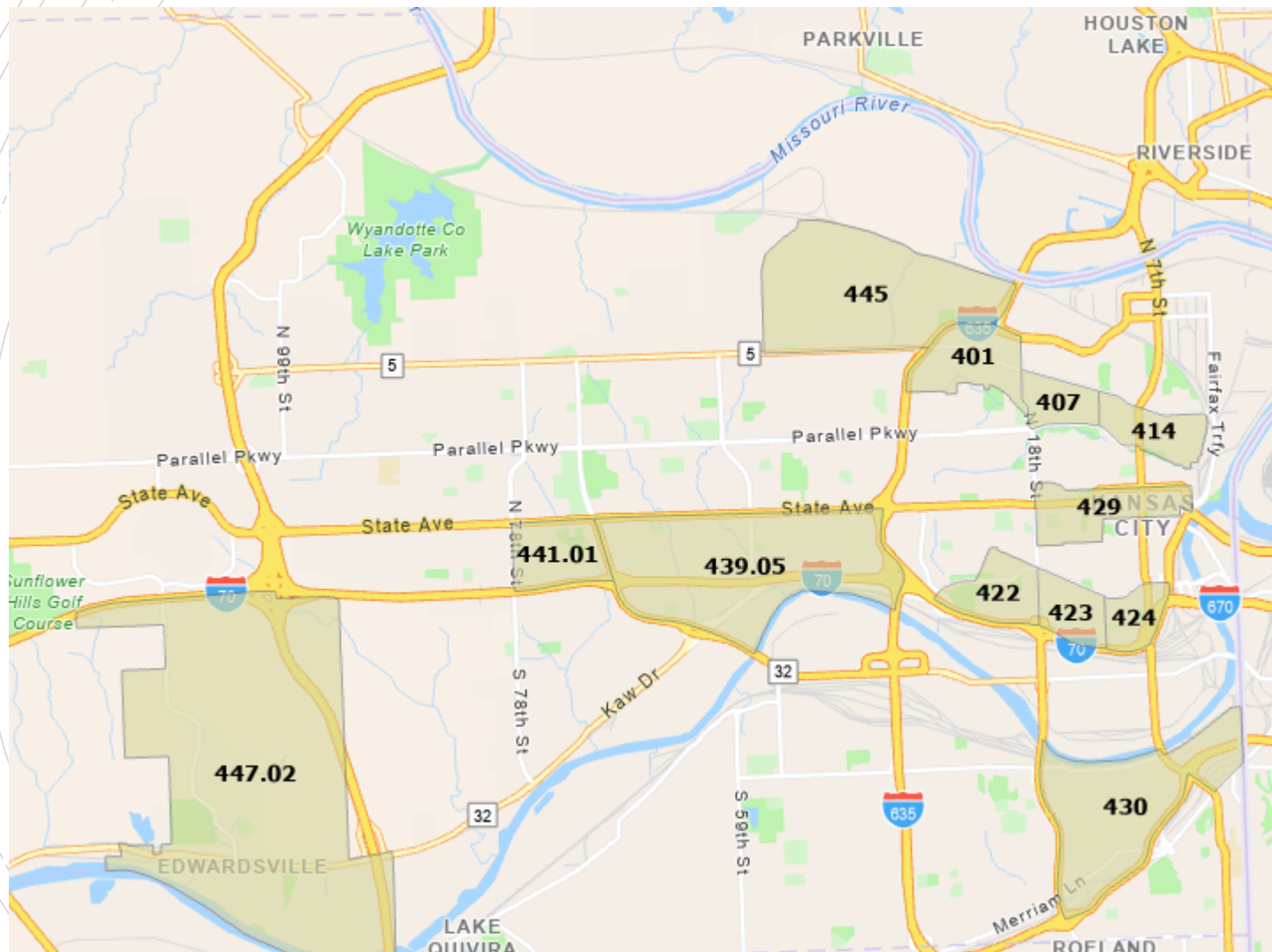
Proposed and scoped OZ 2.0 eligible project with viable fit for investment

up to 15 pts

If you have a pre-defined project or community need for a QOF investor to consider, describe it concisely here. Two sentences on the nature of the investment and how it serves the community. One sentence on the size of the investment. One sentence describing the available infrastructure that reasonably assures success. Challenge a local realtor to help you with this section. Optional: itemize follow-on investments enabled by the initial one.



OPPORTUNITY ZONE 2.0 RECOMMENDATIONS





OPPORTUNITY ZONES 2.0 RECOMMENDATIONS

INDIAN SPRINGS – CENSUS TRACT 439.05



- The Indian Springs Shopping Center site represents one of the largest redevelopment-ready properties in KCK. The former mall property offers significant land area and strong highway access.
- Opportunity Zone investment could support large-scale mixed-use redevelopment housing and neighborhood-serving retail regional entertainment or destination uses
- Because of its size, visibility, and redevelopment readiness, it is a high priority.
- Census tract covers an area from Indian Springs to Turner Logistics Park (East of College Pkwy)





OPPORTUNITY ZONES 2.0 RECOMMENDATIONS

QUINDARO RUINS - CENSUS TRACT 445



- The Quindaro Ruins represents one of the most historically significant sites in Kansas City, Kansas. The area sits within the broader Quindaro Corridor, where long-term revitalization has been discussed but undercapitalized.
- Opportunity Zone investment could support heritage tourism and cultural destinations mixed-use development tied to historic preservation reinvestment along the Quindaro corridor connecting to KCK neighborhoods.
- Because of the site's national historical significance and large amount of underutilized land, it has strong potential for catalytic investment tied to culture, education, and tourism.





OPPORTUNITY ZONES 2.0 RECOMMENDATIONS

DOWNTOWN KCK - CENSUS TRACT 429



- Downtown Kansas City, Kansas remains one of the most logical areas for Opportunity Zone investment because it already has: existing infrastructure, civic and government anchors, transit access, historic buildings suitable for adaptive reuse.
- Opportunity Zone incentives could support adaptive reuse of historic buildings, mixed-income housing, office-to-residential conversions and ground-floor commercial revitalization.
- Given the city's existing focus on downtown revitalization, this tract aligns well with broader redevelopment strategies.



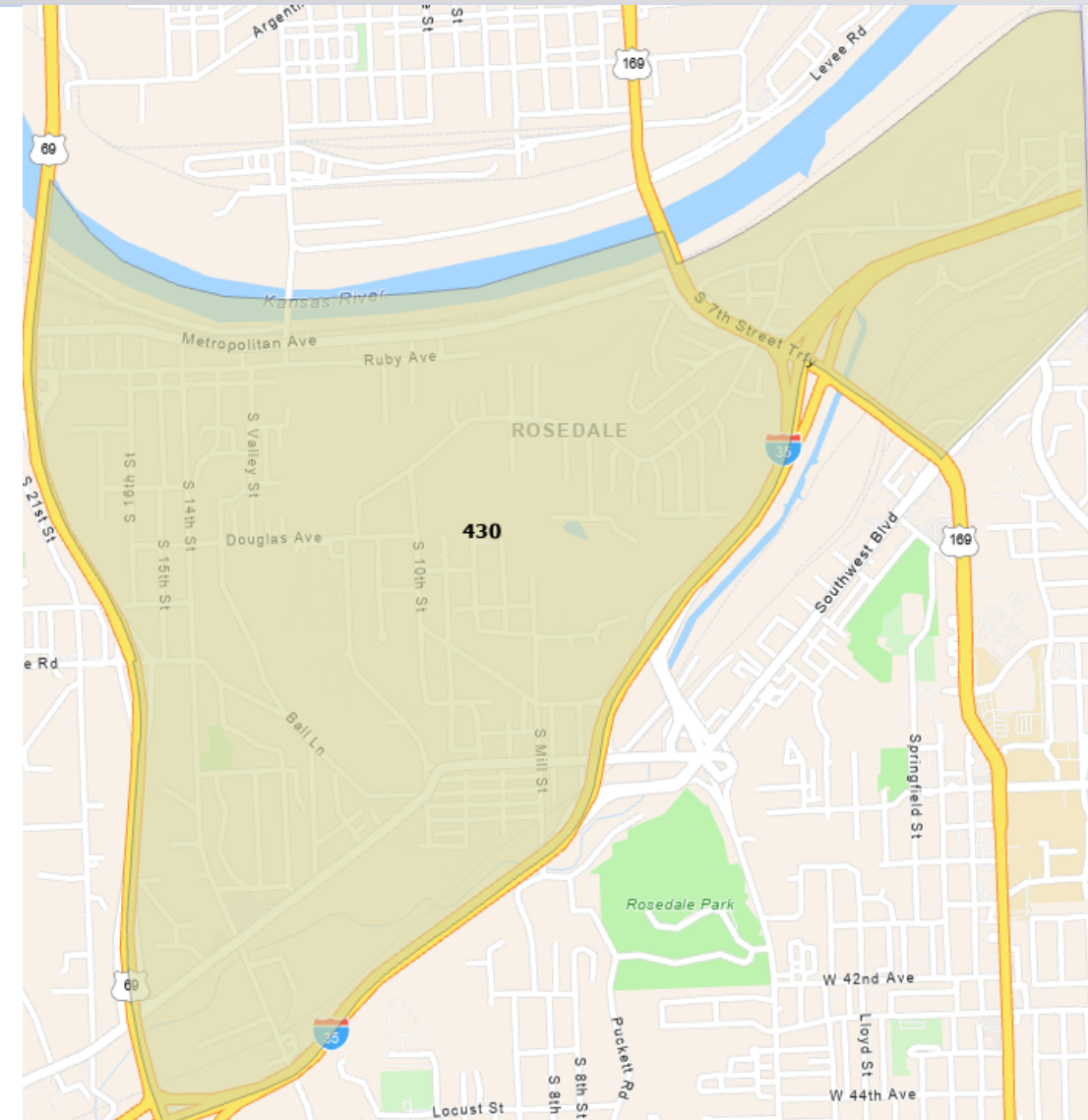


OPPORTUNITY ZONES 2.0 RECOMMENDATIONS

KU MED / GRAIN SILOS - CENSUS TRACT 430



- The area near the University of Kansas Medical Center and the historic grain silos along the riverfront/rail corridor presents a strong opportunity for innovation-oriented redevelopment.
- Opportunity Zone investment could support:
 - workforce housing tied to the medical campus
 - research and medical office development
 - adaptive reuse of industrial structures
 - innovation district-style development
- The proximity to a major medical and research institution makes this tract attractive for knowledge economy investment.



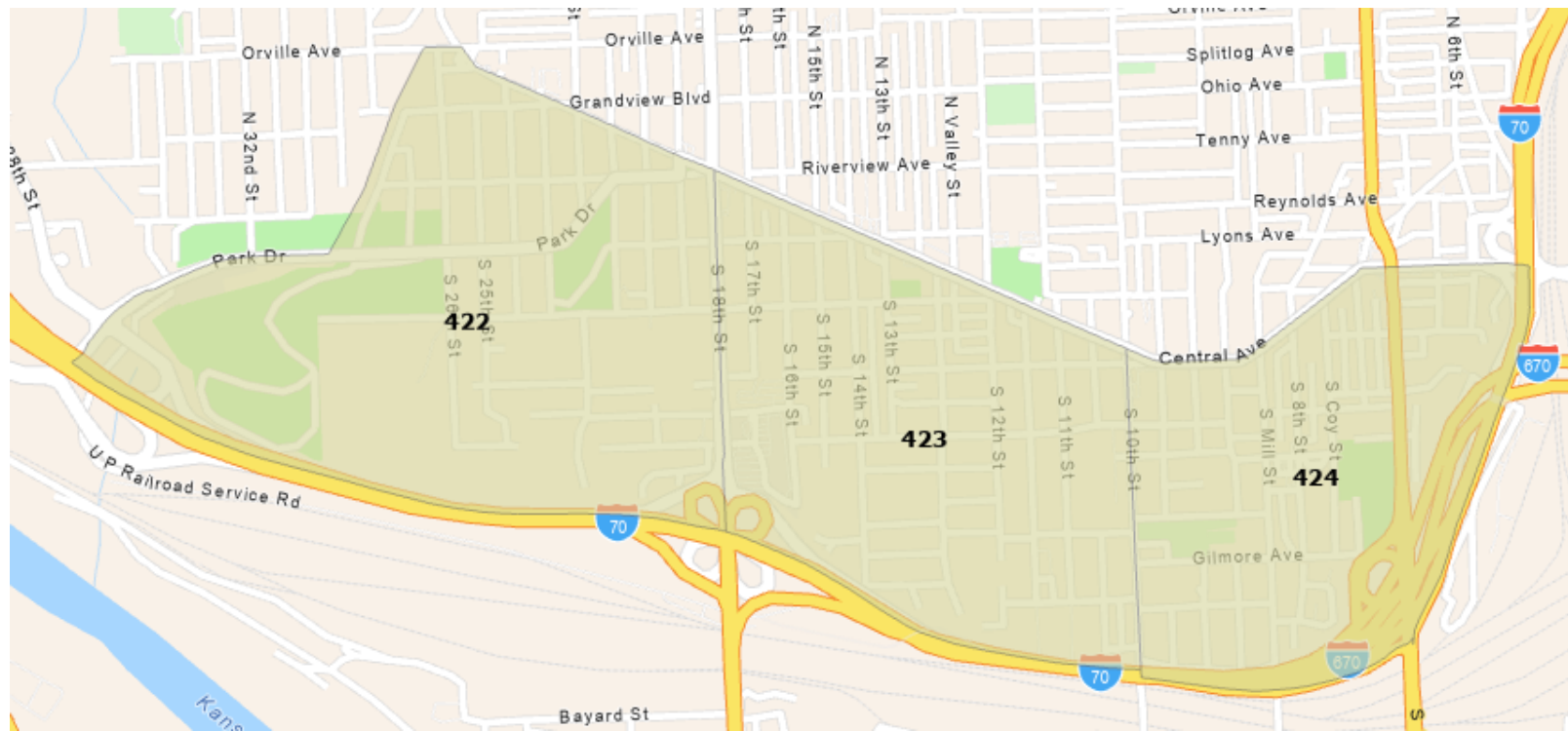


OPPORTUNITY ZONES 2.0 RECOMMENDATIONS

18TH STREET & I-70 - CENSUS TRACT 422, 423, 424



- The 18th Street Expressway and I-70 interchange area offers strong regional connectivity and visibility.
- Potential OZ opportunities:
 - logistics or employment uses
 - corridor redevelopment
 - mixed-use nodes along major transportation routes
- Because of its location near major highways, this tract could support job-creating development.





OPPORTUNITY ZONES 2.0 RECOMMENDATIONS

TURNER DIAGONAL (WEST SIDE) — CENSUS TRACT 441.01



- The Turner Diagonal Freeway corridor includes industrial and commercial land with strong highway access.
- Opportunity Zone investment could support:
 - industrial reinvestment
 - logistics facilities
 - commercial redevelopment along the corridor
- This area could attract industrial or employment-focused Opportunity Zone projects.





OPPORTUNITY ZONES 2.0 RECOMMENDATIONS

TREMONT PROJECT AREA — CENSUS TRACT 407, 414



- If the Tremont redevelopment project moves forward, Opportunity Zone designation could help support:
 - housing development
 - neighborhood revitalization
 - mixed-use infill projects
- This tract may be particularly useful if paired with targeted catalytic redevelopment initiatives.



OPPORTUNITY ZONES 2.0 RECOMMENDATIONS

EDWARDSVILLE — CENSUS TRACT 447.02



- The Edwardsville tract would function differently than other Opportunity Zone locations because of its strong industrial and logistics economy.
- Potential OZ focus:
 - logistics expansion
 - industrial park development
 - job creation tied to regional freight infrastructure
- This tract could attract employment-generating industrial investment, which aligns with Opportunity Zone objectives around job creation.





OPPORTUNITY ZONES 2.0

NEXT STEPS



- Narrative for each nomination
 - Based on scoring matrix
 - Information to be concise
- Collaborating with other departments/agencies to gather information
- Finalization of submittal documents
- **JUNE 1ST DEADLINE TO SUBMIT**

June 1, 2026	Nominations due to KS Commerce
July 2026	Nomination window opens for governors to submit qualified tracts to U.S. Treasury
Nov 2026	Treasury certifies OZs for 2027-2036
Jan 2027	OZ 2.0 begins



OPPORTUNITY ZONES 2.0



Questions

Contact Information: Michael Sutton Redevelopment Coordinator/Co-Land Bank Manager
Email: mjsutton@wycokck.org



Report to
Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
		Administrator's Office
AGENDA ITEM #7.4.		
RESOLUTION: CIRCUIT-BREAKER ASSISTANCE FOR RESIDENT EQUITY (CARE) PROGRAM		
BACKGROUND		
<p>A RESOLUTION DIRECTING THE COUNTY ADMINISTRATOR TO PREPARE A FULL LEGAL, FISCAL, OPERATIONAL, AND POLICY ANALYSIS OF A PROPOSED HOMEOWNER PROPERTY TAX RELIEF PROGRAM FOR WYANDOTTE COUNTY RESIDENTS, AND TO RETURN THE MATTER TO THE ECONOMIC DEVELOPMENT AND FINANCE STANDING COMMITTEE AS AN ACTION ITEM IN AUGUST 2026</p> <p>Information requested by Chair Commissioner Bynum</p>		
RECOMMENDATION		
Approve		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
N/A		
LEGAL/ POLICY CONSIDERATIONS		
ATTACHMENTS		
CARE Draft Resolution Full Commission		

Approved by Mayor/Administrator to add to agenda.

RESOLUTION NO. R-____-26

A RESOLUTION DIRECTING THE COUNTY ADMINISTRATOR TO PREPARE A FULL LEGAL, FISCAL, OPERATIONAL, AND POLICY ANALYSIS OF A PROPOSED HOMEOWNER PROPERTY TAX RELIEF PROGRAM FOR WYANDOTTE COUNTY RESIDENTS

WHEREAS, homeowners in Wyandotte County continue to experience rising property valuations and increasing property tax burdens, placing added pressure on working families, seniors, and long-time residents;

WHEREAS, the Unified Government has a responsibility to evaluate targeted, fiscally responsible tools that can protect homeowners while preserving core public services, maintaining budget stability, and complying with applicable law;

WHEREAS, Kansas already administers homeowner property tax refund programs, including the Homestead refund, the Property Tax Relief for Seniors and Disabled Veterans (SVR) claim, and the Selective Assistance for Effective Senior Relief (SAFESR) refund, each of which operates through a rebate or refund framework tied to eligibility requirements and each of which permits only one claim per household;

WHEREAS, a more complete analysis is prudent and appropriate before the Unified Government considers adoption of any ordinance creating a locally-designed rebate program; and

WHEREAS, on March 30, 2026, the Economic Development and Finance Standing Committee heard a for-information-only presentation on a proposed local rebate program, the CARE (Circuit-breaker Assistance for Resident Equity) for Wyandotte County Residents through Property Tax Relief program.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS:

Section 1. Direction to Prepare Analysis. The County Administrator, or the County Administrator’s designee, is hereby directed to conduct and prepare a comprehensive analysis of the feasibility, legality, fiscal impact, administrative requirements, and policy design of a proposed homeowner property tax relief program referred to as “CARE for Wyandotte County Residents through Property Tax Relief.”

The analysis shall evaluate a rebate-based structure paid from available funds after property taxes are billed and paid, and shall examine a proposed non-stacking benefit design under which an eligible household may receive only the single largest available benefit in a calendar year, not to exceed \$1,000 (subject to change) per household annually.

Section 2. Program Structure to Be Studied. For purposes of the required analysis, staff shall study the feasibility of a program incorporating the following potential eligibility triggers, each subject to further refinement based on legal, fiscal, and administrative review:

- Income-based trigger: rebate equal to County property tax exceeding some percent (example: 5%) of household income.
- Valuation spike trigger: rebate tied to the tax increase attributable to more than some percent (example: 10%) year-over-year valuation growth.
- Long-time homeowner trigger: rebate equal to some percent (example: 20%) of the year-over-year County tax increase for homeowners with at least 10 consecutive years of ownership.
- Non-stacking rule: one household may receive only the single largest qualifying benefit, with a maximum annual benefit of \$1,000 (subject to change).

Nothing in this Resolution shall be construed to establish the program, create any entitlement, appropriate funds, or predetermine the final legal structure of any future ordinance.

Section 3. Fiscal Analysis. The fiscal analysis shall include, at a minimum, the following:

- Estimated number of qualifying households under each trigger, both independently and accounting for overlap.
- Estimated average rebate amount per participating household.
- Estimated total annual cost under participation scenarios of 50 percent, 75 percent, and 100 percent.
- Estimated cost as a percentage of County property tax revenue and as a percentage of the General Fund.
- Distributional analysis by geography, including census tract, neighborhood, or other appropriate location-based categories, and by income band where data is available.
- Identification of administrative requirements, staffing needs, application review processes, fraud-prevention controls, appeals considerations, and technology or vendor needs.
- Evaluation of annual aggregate cap options, threshold adjustments, and other fiscal guardrails to preserve budget stability.
- Analysis of affordability and sustainability of each trigger both individually and in combination.

Section 4. Legal and Policy Analysis. The legal and policy analysis shall include, at a minimum, the following:

- Review of potential constitutional and statutory issues, including uniformity, equal and uniform taxation concerns, and whether a post-payment rebate structure differs materially from a direct tax credit or tax bill adjustment.
- Review of available legal authority, if any, for the Unified Government to establish eligibility standards based on income, valuation change, residency duration, or similar criteria.
- Review of interaction with existing state programs, including but the Homestead refund, the SVR claim, or the SAFESR claim, and any other refund or rebate mechanism administered through the Kansas Department of Revenue and county treasurers.
- Identification of any legal risks, possible program caps, and relevant appropriations language.

Section 5. Operational Analysis. The operational analysis shall include, at a minimum, the following:

- Data availability and reliability, including parcel-level tax data, ownership and occupancy indicators, homestead-related data, valuation history, delinquency considerations, and income verification options.
- Feasible application, verification, and payment processes, including whether the program could be administered internally, through interdepartmental coordination, or through an outside administrator.
- Timing of application windows, payment timing, audit procedures, anti-duplication controls, and compatibility with state filing cycles.
- Administrative coordination issues involving the Clerk's Office, Treasury, Legal, Finance, IT, Appraiser, and any other department necessary for implementation.

Section 6. Revenue and Funding Review. The analysis shall identify potential recurring revenue sources or growth-related revenues that could support a future program without increasing the mill levy, including but not limited to new development-related revenues, payments in lieu of taxes, and other lawful recurring sources identified by staff.

For each potential funding source, staff shall provide:

- Estimated annual recurring amount.
- Expected activation or availability timeline.
- Stability and volatility assessment.
- Any legal or policy limitations on use.

Section 7. Options and Implementation Pathways. Staff shall present implementation options that include, at a minimum:

- A phased approach beginning with income-based and valuation-spike triggers.
- Evaluation of whether a long-time homeowner trigger should be delayed to a later phase due to legal, fiscal, or administrative complexity.
- Options for annual aggregate caps, household caps, threshold adjustments, annual reporting, and sunset or review provisions.
- Recommended next-step legislation, including whether a future implementing ordinance should be considered and what core provisions it should contain.

Section 8. Committee Return and Timeline. The County Administrator shall transmit the completed analysis, together with recommendations and next-step options, to the Economic Development and Finance Standing Committee, for consideration at its meeting on September 28, 2026.

Section 9. This Resolution is intended to direct preparation of a staff study and actionable policy options for Committee consideration, and does not itself establish or authorize any rebate payment program.

ADOPTED BY THE UNIFIED GOVERNMENT BOARD OF COMMISSIONERS ON _____, 2026.

Christal E. Watson, Mayor/CEO

Attest:

Monica Sparks, Unified Government Clerk

Approved as to Form:

Angela J. Lawson, Acting Chief Counsel



OFFICE OF THE
MAYOR/CEO
CHRISTAL E. WATSON

701 North 7th St., Suite 926
Kansas City, Kansas 66101

Phone: (913) 573-5010

NOTICE OF PENDING APPOINTMENT

Date: May 5, 2026

BOARD POSITION: Housing Authority Position 12

INCUMBENT REPLACED: Roderick McConnell

APPOINTING COMMISSION: Christal Watson

REQUEST FOR APPOINTMENT

NAME OF NEW APPOINTMENT: Holly Duff

TERM OF OFFICE: 12/15/2025 - 12/15/2029

SIGNATURE OF APPOINTING COMMISSION MEMBER



County Administrator's Office
David W. Johnston, County Administrator

701 North 7th St., Suite 945
Kansas City, Kansas 66101-3064

Phone: (913) 573-5030
Fax: (913) 573-5540

NOTICE OF PENDING APPOINTMENT

DATE: 5/14/26

BOARD POSITION: Community Benefit Advisory Board

INCUMBENT REPLACED: N/A

ADDRESS: _____

TERM EXPIRATION DATE: _____

APPOINTING COMMISSIONER: Evelyn Hill

REQUEST FOR APPOINTMENT

NAME OF NEW APPOINTMENT: Melissa Williams

TERM OF OFFICE: 5/21/26 – 5/21/28

Evelyn Hill

SIGNATURE OF APPOINTING COMMISSION MEMBER

* NOTICE: IF THERE ARE NO CONCERNS RAISED IN THE INITIAL 7 BUSINESS DAYS REVIEW PROCESS DATE, THEN THE NOMINATION WILL BE AUTOMATICALLY PROCESSED AS AN ITEM FOR THE NEXT AGENDA REVIEW PROVIDED NO OTHER APPLICATIONS WERE SUBMITTED.



County Administrator's Office
David W. Johnston, County Administrator

701 North 7th St., Suite 945
Kansas City, Kansas 66101-3064

Phone: (913) 573-5030
Fax: (913) 573-5540

NOTICE OF PENDING APPOINTMENT

DATE: 5/14/26

BOARD POSITION: Community Benefit Advisory Board

INCUMBENT REPLACED: N/A

ADDRESS: _____

TERM EXPIRATION DATE: _____

APPOINTING COMMISSIONER: Chuck Stites

REQUEST FOR APPOINTMENT

NAME OF NEW APPOINTMENT: Al Gutierrez

TERM OF OFFICE: 5/21/26 – 5/21/28

SIGNATURE OF APPOINTING COMMISSION MEMBER

* NOTICE: IF THERE ARE NO CONCERNS RAISED IN THE INITIAL 7 BUSINESS DAYS REVIEW PROCESS DATE, THEN THE NOMINATION WILL BE AUTOMATICALLY PROCESSED AS AN ITEM FOR THE NEXT AGENDA REVIEW PROVIDED NO OTHER APPLICATIONS WERE SUBMITTED.

Unified Government of Wyandotte County and Kansas City, Kansas



Board of Commissioners

Commission Chambers
701 N. 7th Street Trafficway, Kansas City, KS 66101

Mayor Tyrone Garner

*Commissioner At-Large Dist. 1 Melissa Bynum – Commissioner At-Large Dist. 2 Tom Burroughs –
Commissioner Dist. 1 Gayle E. Townsend – Commissioner Dist. 2 Bill Burns –
Commissioner Dist. 3 Christian Ramirez – Commissioner Dist. 4 Evelyn Hill –
Commissioner Dist. 5 Mike Kane – Commissioner Dist. 6 Phil Lopez –
Commissioner Dist. 7 Chuck Stites – Commissioner Dist. 8 Andrew Davis*

MINUTES

Thursday, August 7, 2025

7:04 PM – 10:29 PM

Attendance:

Commissioner's Present:

- Mayor Tyrone Garner
- Commissioner Lopez
- Commissioner Bynum
- Commissioner Burroughs
- Commissioner Davis
- Commissioner Kane
- Commissioner Townsend
- Commissioner Burns
- Commissioner Hill
- Commissioner Stites

Commissioner's Absent:

- Commissioner Ramirez

Staff Present:

- David Johnston (County Administrator)
- Monica L. Sparks (Unified Government Clerk)
- Angela Lawson (Interim Chief Counsel)
- Irene Caudillo (Mayor's Chief of Staff)
- Reginald Lindsey (Budget Director)
- Angel Ferrara (Parks and Recreation Director)

Call to Order:

Mayor Tyrone Garner called the meeting to order at 7:04 p.m. The invocation was led by Chaplain Jared Altec, Wyandotte County Christian Church, followed by the Pledge of Allegiance

Revisions to Agenda: (Discussion Begins 5:21)

The Clerk reported there was an agenda update issued, adding Item No. 5.2 to the Mayor's Agenda.

Mayor's Agenda:

Item No. 1 – PRESENTATION: DOTTE PROUD RECOGNITION (Discussion Begins: 5:48)

Irene Caudillo, Chief of Staff, presented on behalf of Mayor Garner, recognizing black-owned businesses in Wyandotte County in honor of Black Business Month:

- **Heartland Black Chamber of Commerce (Discussion Begins 7:48)**
- **JLM Construction (Discussion Begins 9:56)**
- **The Jegna Klub (Discussion Begins 11:20)**
- **Mosaic Construction Company (Discussion Begins 13:32)**

This item was for information only, and no commission action was required.

Item No. 2 - UPDATE: MAYORS FROM EDWARDSVILLE AND LAKE QUIVIRA (ADDED PER AGENDA UPDATE) (Discussion Begins: 18:10)

Mayor Garner introduced mayors from cities within Wyandotte County to promote "One Wyandotte" unity.

Mayor McCullagh of Lake Quivira presented on city priorities, including:

- First municipal Bond: Spillway repair completion (\$3.2 million bond issued)
- Holiday Drive safety concerns: slower, safer and connects to I-635 and I-435
- Partnerships with Unified Government

Mayor Caiharr of Edwardsville presented requests including:

- Removal of PILOT charges from bills of residents outside Kansas City, Kansas
- Restoration of CIFI funding for infrastructure back into the county budget
- Separation of city and county business in meeting agendas

This item was for information only, and no commission action was required.

Item No. 3 – PROCLAMATION: DEPUTY ELIJAH MING MEMORIAL DAY (Discussion Begins 31:09)

A Proclamation proclaiming July 30, 2025, as Deputy Elijah Ming Memorial Day.

This item was read into the record of the meeting, and no commission action was required.

Item No. 4 – COMMUNITY INPUT AND RECOMMENDATIONS: (Comments Begin 34:15)

Multiple residents spoke during the public forum. Public comments:

- **James Bain (Comment Begins 35:10)**
- **Kathleen Holton (Comment Begins 38:52)**
- **Louise Lynch (Comment Begins 42:10)**
- **Stephanie Moss (Comment Begins 45:45)**
- **David McCullagh (Comment Begins 49:22)**
- **Brianna Vaughn (Comment Begins 49:48)**
- **Carolynn Wyatt (Comment Begins 52:22)**
- **Lisa Walker Yeager (Comment Begins 54:19)**

- Glenn Jackson (Comment Begins 57:54)
- Kori Hall (Comment Begins 1:00:22)

The public hearing was closed.

This item was for information only, and no commission action was required.

Consent Agenda: (Discussion Begins 1:36:36)

Item No. 1 - APPROVAL: TRANSIT DRUG AND ALCOHOL POLICY CHANGES

Item No. 2 - RESOLUTION: GRANTS POLICY THRESHOLD AND ACCEPTANCE OF GRANTS

Item No. 3 - RESOLUTION: ESTABLISHING AN ANNUAL LOCAL PRIORITIES LEGISLATIVE PLAN

Item No. 4 - PLAT: 3601 FAIRBANKS AVENUE

Item No. 5 - PLAT: ROCK ISLAND BRIDGE CONDOMINIUM

Item No. 6 - PLAT: LEGACY PARK ESTATES SECOND

Item No. 7 - PLAT: BOWKERS REPLATE OF SILERS SUBDIVISION

Item No. 8 - MINUTES

Item No. 9 – WEEKLY BUSINESS

Item No. 10 - APPOINTMENTS: BOARDS AND COMMISSIONS

Commissioner Davis made a motion to approve all items on the Consent Agenda. The motion was seconded by Commissioner Bynum.

Vote: Motion carries 9/0

- Ayes: Lopez, Bynum, Burroughs, Davis, Kane, Townsend, Burns, Hill, Stites
- Nays: None
- Absent: Ramirez

Standing Committees' Agenda:

Item No. 1 - RESOLUTION: KANSAS FOREST SERVICE GRANT (Discussion Begins 1:37:13)

Commissioner Burroughs, in his role as chair of the Economic Development and Finance Standing Committee, explained to the full commission why the item was fast-tracked (date-sensitive, no local match required, and focused on tree removal work).

Commissioner Burroughs made a motion to adopt the resolution. The motion was seconded by Commissioner Stites.

Vote: Motion carries 9/0

- Ayes: Lopez, Bynum, Burroughs, Davis, Kane, Townsend, Burns, Hill, Stites
- Nays: None
- Absent: Ramirez

Item No. 2 - RESOLUTION: COMMUNITY DEVELOPMENT 2025 ANNUAL ACTION PLAN (Discussion Begins 1:38:09)

Commissioner Davis, in his role as chair of the Neighborhoods and Community Development Standing Committee, summarized what the plan funds (small businesses, childcare, turning blight into art, and housing).

Commissioner Davis made a motion to adopt the resolution. The motion was seconded by Commissioner Townsend.

Vote: Motion carries 9/0

- Ayes: Lopez, Bynum, Burroughs, Davis, Kane, Townsend, Burns, Hill, Stites
- Nays: None
- Absent: Ramirez

Administrator's Agenda:

Item No. 1 - BUDGET PRESENTATION (Discussion Begins: 1:39:25)

County Administrator David Johnston, with Budget Director Reginald Lindsey, presented the recommended budget for commission consideration.

Key Budget Details:

- **Total Proposed Budget:** \$509 million (all funds)
- **City General Fund:** \$193 million
- **County General Fund:** \$94 million
- **Proposed Mill Increase:** 2 mills each for city and county (within 3-mill cap approved July 16)
- **PILOT Reduction:** 1% decrease (from 10.9% to 9.9%) = \$1.2 million reduction
- **Debt Strategy:** Limited to \$10 million (down from nearly \$30 million annually)

Budget Highlights:

- No layoffs, but frozen vacant positions
- Fiscal discipline implementation across departments
- Infrastructure funding including Parallel Parkway repairs using TIF balance (\$7.3 million)
- Technology improvements including body cameras, jail management, tax system
- Parks improvements and equipment
- Facilities & Planning
- Budget Personnel, away from the trend and allow year end savings
- Economic Development projects

Scheduled Budget Sessions:

- August 14 and 24: Budget workshops
- August 26: Public hearing
- August 28: Budget adoption (tentative)

This item was for information only, and no commission action was required.

Commissioner Bynum made a motion to adjourn and reconvene as the Land Bank Board of Trustees. The motion was seconded by Commissioner Davis. (Discussion Begins 3:19:35)

Vote: Motion carries 9/0

- Ayes: Lopez, Bynum, Burroughs, Davis, Kane, Townsend, Burns, Hill, Stites
- Nays: None
- Absent: Ramirez

Land Bank Board of Trustees Consent Agenda: (Discussion Begins: 3:20:18)**Item No. 1: LAND BANK EXTENSION REQUEST****Item No. 2: LAND BANK OPTIONS****Item No. 3 – LAND BANK PROPERTY TRANSFERS**

Commissioner Davis made a motion to approve all items on the consent agenda. The motion was seconded by Commissioner Hill.

Vote: Motion carries 9/0

- Ayes: Lopez, Bynum, Burroughs, Davis, Kane, Townsend, Burns, Hill, Stites
- Nays: None
- Absent: Ramirez

Commissioner Townsend wanted to state a correction for the record “in the packet, it shows Item 12, Land Bank Options, Non-Consent. These were projected to build 15 homes. I think there are 13 lots identified, and it's shown in the packet is Land Bank Non Consent. These came to the meeting on Monday as consent items. I think the confusion came in was when I asked for a set aside, so I can merely comment on them. So for the record, I believe they should be shown as consent items. There was no opposition to them.”

Commissioner Davis and Clerk, Monica L. Sparks, clarified the non-consent item, which was a request to be fast-track and as a result, there was no opposition.

Land Bank Board of Trustees Non-Consent Agenda: (Discussion Begins: 3:25:17)

Item No. 1: LAND BANK OPTIONS

Commissioner Bynum made a motion to approve the non-consent agenda. The motion was seconded by Commissioner Davis.

Vote: Motion carries 9/0

- Ayes: Lopez, Bynum, Burroughs, Davis, Kane, Townsend, Burns, Hill, Stites
- Nays: None
- Absent: Ramirez

Adjournment: (Discussion Begins 3:26:40)

Commissioner Davis made a motion to adjourn the meeting. The motion was seconded by Commissioner Burns.

Vote: Motion carries 9/0

- Ayes: Lopez, Bynum, Burroughs, Davis, Kane, Townsend, Burns, Hill, Stites
- Nays: None
- Absent: Ramirez

MAYOR GARNER

ADJOURNED THE MEETING AT 10:29 P.M.

August 7, 2025

Monica L. Sparks, CMC

Unified Government Clerk

MLS

Unified Government of Wyandotte County and Kansas City, Kansas



Board of Commissioners

Commission Chambers
701 N. 7th Street Trafficway, Kansas City, KS 66101

Mayor Tyrone Garner

*Commissioner At-Large Dist. 1 Melissa Bynum – Commissioner At-Large Dist. 2 Tom Burroughs –
Commissioner Dist. 1 Gayle E. Townsend – Commissioner Dist. 2 Bill Burns –
Commissioner Dist. 3 Christian Ramirez – Commissioner Dist. 4 Evelyn Hill –
Commissioner Dist. 5 Mike Kane – Commissioner Dist. 6 Phil Lopez –
Commissioner Dist. 7 Chuck Stites – Commissioner Dist. 8 Andrew Davis*

MINUTES

Thursday, September 4, 2025

7:05 PM – 8:20 PM

Attendance:

Commissioner's Present:

- Mayor Tyrone Garner
- Commissioner Lopez
- Commissioner Bynum
- Commissioner Burroughs
- Commissioner Davis
- Commissioner Kane (Arrived at 7:12 P.M.)
- Commissioner Townsend
- Commissioner Burns
- Commissioner Hill
- Commissioner Stites

Commissioner's Absent:

- Commissioner Ramirez

Staff Present:

- David Johnston (County Administrator)
- Monica L. Sparks (Unified Government Clerk)
- Angela Lawson (Acting Chief Counsel)
- Irene Caudillo (Mayor's Chief of Staff)

Call to Order:

Mayor Tyrone Garner called the meeting to order at 7:05 p.m. The invocation was led by Chaplain Daniel Freeman, New Beginnings Missionary Baptist Church, followed by the Pledge of Allegiance

Revisions to Agenda:

No revisions to the agenda were reported.

Mayor's Agenda:

Item No. 1 – PROCLAMATION: HISPANIC HERITAGE MONTH (Discussion Begins 1:56:23)

A Proclamation proclaiming September 15, 2025, to October 15, 2025, as Hispanic Heritage Month.

This item was read into the record of the meeting, and no commission action was required.

Item No. 2 – PRESENTATION: DOTTE PROUD RECOGNITION (Discussion Begins: 2:00:35)

In honor of Hispanic Heritage Month, Mayor Garner recognized the following:

- **Mario Escobar (Discussion Begins 2:02:45)**
- **Edgar Galicia (Discussion Begins 2:05:13)**
- **Hispanic Chamber of Commerce of Greater Kansas City (Discussion Begins 2:08:44)**
- **Randy Lopez (Discussion Begins 2:10:40)**
- **Monica Mendez (Discussion Begins 2:15:45)**
- **Ramon Murguia (Discussion Begins 2:19:11)**
- **Raul Villegas (Discussion Begins 2:24:56)**

This item was for information only, and no commission action was required.

Item No. 3 – PROCLAMATION: KANSAS CITY, KANSAS POLICE OFFICER HUNTER SIMONCIC MEMORIAL DAY (Discussion Begins 2:32:45)

A Proclamation proclaiming August 28, 2025, as Kansas City, Kansas Police Officer Hunter Simoncic Memorial Day.

This item was read into the record of the meeting, and no commission action was required.

Item No. 4 – PROCLAMATION: MEMORIAL HALL CENTENNIAL DAY (Discussion Begins 2:39:13)

A Proclamation proclaiming September 11th and 12th, 2025, as Memorial Hall Centennial Day. This item was read into the record of the meeting, and no commission action was required.

Item No. 5 – PROCLAMATION: POW/MIA RECOGNITION DAY (Discussion Begins 2:41:13)

A Proclamation proclaiming September 19, 2025, as POW/MIA Recognition Day. This item was read into the record of the meeting, and no commission action was required.

Item No. 6 – PROCLAMATION: SICKLE CELL AWARENESS MONTH (Discussion Begins 2:42:43)

A Proclamation proclaiming September 2025, as Sickle Cell Awareness Month. This item was read into the record of the meeting, and no commission action was required.

Item No. 7 – PRESENTATION: UNIVERSITY OF KANSAS CANCER CENTER UPDATE (Discussion Begins 2:47:27)

Dr. Jeff Holzbeierlein, Physician in Chief for the University of Kansas Cancer Center, presented an update on the new cancer center building project.

Key points:

- New cellular therapy treatments, including Lyfgenia for sickle cell disease
- Building to open November 2027
- Joint venture between the University and Health System
- Half dedicated to research, half to clinical care
- Economic development benefits for Kansas City, Kansas

This item was for information only, and no commission action was required.

Consent Agenda: (Discussion Begins 3:02:26)

Item No. 1 - RESOLUTION: SETTING A PUBLIC HEARING AND GIVING NOTICE OF CREATING A COMMUNITY IMPROVEMENT DISTRICT (BUC-EE'S FAMILY TRAVEL CENTER COMMUNITY IMPROVEMENT DISTRICT)

Item No. 2 - RESOLUTION: PROVIDING PUBLIC NOTICE OF THE ADVISABILITY OF CREATING A REDEVELOPMENT DISTRICT (BUC-EE'S PROJECT)

Item No. 3 - RESOLUTION: BUDGET AMENDMENT FOR DEPARTMENT OF AGING

Item No. 5 - RESOLUTION: AUTHORIZING THE APPROVAL OF AN AGREEMENT FOR A SCHOOL RESOURCE OFFICER

Item No. 6 - RESOLUTION: GOOGLE WATER EFFICIENCY AND QUALITY PROJECT GRANT

Item No. 7 - ORDINANCE: EMINENT DOMAIN FOR 55TH & METROPOLITAN INTERSECTION IMPROVEMENTS

Item No. 8 - APPOINTMENTS: BOARDS AND COMMISSIONS

Item No. 9 - PLAT: TINER FARMS

Item No. 10 - MINUTES

Item No. 11 – WEEKLY BUSINESS

Mayor Garner made a motion to approve all items on the Consent Agenda. The motion was seconded by Commissioner Bynum.

Vote: Motion carries 9/0

- Ayes: Lopez, Bynum, Burroughs, Davis, Kane, Townsend, Burns, Hill, Stites
- Nays: None
- Absent: Ramirez

Set Aside

A request was made by Commissioner Bynum to set aside Item No. 6.4. **(Discussion Begins 3:04:50)**

Item No. 4 - ORDINANCE: AMENDING LEVY OF TRANSIENT GUEST TAX

Commissioner Bynum made a motion to send back the item to the Administration and Human Services Standing Committee for more thorough discussion. The motion was seconded by Commissioner Burroughs.

Vote: Motion carries 9/0

- Ayes: Lopez, Bynum, Burroughs, Davis, Kane, Townsend, Burns, Hill, Stites
- Nays: None
- Absent: Ramirez

Commissioner Bynum made a motion to adjourn and reconvene as the Land Bank Board of Trustees. The motion was seconded by Commissioner Burroughs. (Discussion Begins 3:06:15)

Vote: Motion carries 9/0

- Ayes: Lopez, Bynum, Burroughs, Davis, Kane, Townsend, Burns, Hill, Stites
- Nays: None
- Absent: Ramirez

Land Bank Board of Trustees Consent Agenda: (Discussion Begins: 3:06:57)

Item No. 1: RESOLUTION: LAND BANK POLICY REVISION

Item No. 2: LAND BANK OPTIONS

Item No. 3 – LAND BANK PROPERTY TRANSFERS

Commissioner Davis made a motion to approve the consent agenda. The motion was seconded by Commissioner Bynum.

Vote: Motion carries 9/0

- Ayes: Lopez, Bynum, Burroughs, Davis, Kane, Townsend, Burns, Hill, Stites
- Nays: None
- Absent: Ramirez

Adjournment: (Discussion Begins 3:07:34)

Mayor Garner made a motion to adjourn the meeting. The motion was seconded by Commissioner Burroughs.

Vote: Motion carries 9/0

- Ayes: Lopez, Bynum, Burroughs, Davis, Kane, Townsend, Burns, Hill, Stites
- Nays: None
- Absent: Ramirez

MAYOR GARNER

ADJOURNED THE MEETING AT 8:20 P.M.

September 4, 2025

Monica L. Sparks, CMC
Unified Government Clerk

MLS



Unified Government Clerk's Office
Monica Sparks, CMC
Unified Government Clerk

701 North 7th Street, Suite 323
Kansas City, Kansas 66101-3070

Phone: 913-573-5260
Fax: 913-573-5299
<http://www.wycokck.org>

Memorandum

To: David Johnston
County Administrator

From: Monica L. Sparks
UG Clerk

Date: April 16, 2026

Re: Weekly Business Material

Attached is a listing of weekly business items presented to the Unified Government of Wyandotte County/Kansas City, Kansas, for informational purposes.

In addition to the listing of the items, we have indicated the action taken by the Unified Government Clerk.

Attachments

BJS

Weekly Business Material for April 10, 2026 – April 16, 2026

1. PUBLIC NOTICE:

- Alandon Tow Service, 6224 Kansas Ave., Kansas City, KS 66111, held a public auto auction on April 7, 2026, at Alandon Tow Service.

Action: Received and filed.

2. CLAIMS:

- Anthony Baker, Lee's Summit, MO, alleging personal injury on 07/09/2025.
- Sandra Fitchett, Kansas City, KS, alleging damage to personal vehicle on 04/14/2026.

Action: Received and filed. Copies previously forwarded to Legal.

3. MISCELLANEOUS:

- Notice of Partial Assignment and Assumption of Development Agreement for Turner Logistics Center, Assignor: NP Turner Industrial, LLC, and Assignee: MSVEF II – Ind Turner West KS Owner 6 LLC, MSVEF II – Ind Turner West KS Owner 7 LLC, and MSVEF II – Ind Turner West KS Owner 8 LLC.

Action: Received and filed. Copies previously forwarded to Legal.

4. TRAVEL REQUESTS:

- Reginald Lindsey, Budget Department, travel to Kansas City, MO, from 04/20/2026 through 04/23/2026, to attend GFOA: Advanced Budget Academy, Employee Training and Travel.
- Brett McCoy, Kansas City, Kansas, Fire Department, travel to Indianapolis, IN, from 04/19/2026 through 04/25/2026, to attend FDIC 2026, Employee Training and Travel.
- Scott Schaunaman, Kansas City, Kansas, Fire Department, travel to Clearwater, FL, from 08/22/2026 through 08/27/2026, to attend National Information Officers Association Conference, Employee Training and Travel.
- Matt Willard, Unified Government Appraiser, travel to Pittsburg, KS, from 06/08/2026 through 06/11/2026, to attend 2026 KCAA Conference, Employee Training and Travel.

Action: Approved by Administrator's Office and received and filed.

5. APPLICATIONS FOR CMB LICENSE (OP):

- Big Q Holdings Inc, James Tolle, d/b/a The Big Q BBQ, 2117 S 34th St, Kansas City, KS 66106.

Action: Referred to License.

6. APPLICATIONS FOR DRINK EST./PUBLIC VENUE:

- Jeffrey Hollinshed, N/A, d/b/a John's Java & Jazz, 2003 ½ N 5th St, Kansas City, KS 66101.
- MMG Kansas LLC, Thomas Rehorn III, d/b/a Chilli's Grill & Bar, 1710 Village West Pkwy, Kansas City, KS 66111.

Action: Referred to License.

7. APPLICATIONS FOR CATERER/DRINK EST/HOTEL:

- Levy Kansas LLC, William Hutton, d/b/a Sporting Park, 1 Sporting Way, Kansas City, KS 66111.
- Miriam Rivera, N/A, d/b/a Nereidas, 48 Kansas Ave, Kansas City, KS 66105.

Action: Referred to License.

8. APPLICATIONS FOR PRIVATE SECURITY:

- Andy Frain Services, Inc., d/b/a/ Andy Frain Services, Inc., 761 Shoreline Dr, Aurora, IL 60504.

Action: Referred to License.



Unified Government Clerk's Office
Monica Sparks, CMC
Unified Government Clerk

701 North 7th Street, Suite 323
Kansas City, Kansas 66101-3070

Phone: 913-573-5260
Fax: 913-573-5299
<http://www.wycokck.org>

Memorandum

To: David Johnston
County Administrator

From: Monica L. Sparks
UG Clerk

Date: April 23, 2026

Re: Weekly Business Material

Attached is a listing of weekly business items presented to the Unified Government of Wyandotte County/Kansas City, Kansas, for informational purposes.

In addition to the listing of the items, we have indicated the action taken by the Unified Government Clerk.

Attachments

BJS

Weekly Business Material for April 17, 2026 – April 23, 2026

1. CLAIMS:

- Mark Finley, Kansas City, KS, alleging damage to personal vehicle on 02/12/2026.
- Angela Haynes, Kansas City, KS, alleging damage to personal vehicle on 03/12/2026.
- Logon Kentch, Kansas City, KS, alleging damage to personal vehicle on 04/11/2026.

Action: Received and filed. Copies previously forwarded to Legal.

2. SUMMONS/SUBPOENAS:

- Erica Adair, in her capacity as Administrator of the estate of Charles Adair, Deceased, and C. A., a minor, by her general guardian and mother Chaneé' Leshawn v. Unified Government of Wyandotte County/Kansas City, Kansas; Richard W. Featherley, Jr.; Daniel Soptic, in his individual capacity, and in his official capacity as Sheriff; and Does 1 – 5, Inclusive, Civil Action no. 2:26-cv-2192.
- Vy Lai v. Khanty A. Rattanaovong et. al., Case No. WY-2026-CV-000201.

Action: Received and filed. Copies previously forwarded to Legal.

3. TRAVEL REQUESTS:

- Chad Casper, Kansas City, Kansas, Police Department, travel to Dallas, TX, from 11/01/2026 through 11/14/2026, to attend Police Motorcycle Instructor School, Employee Training and Travel.
- John Cota, Kansas City, Kansas, Fire Department, travel to Orlando, FL, from 09/27/2026 through 10/03/2026, to attend EMS World Expo, Employee Training and Travel.
- Patrick Dunn, Kansas City, Kansas, Fire Department, travel to Indianapolis, IN, from 04/21/2026 through 04/25/2026, to attend Fire Department Instructors Conference, Employee Training and Travel.
- Alejandra Garcia, Kansas City, Kansas, Police Department, travel to Dallas, TX, from 05/17/2026 through 05/21/2026, to attend Conference of Crimes Against Women, Employee Training and Travel 100% VOCA.
- Mark Heath, Kansas City, Kansas, Fire Department, travel to Jefferson, NC, from 03/30/2026 through 04/02/2026 and 04/22/2026 and 04/24/2026, to inspect new ambulances, Employee Training and Travel.
- Alan Howze, Assistant County Administrator, travel to Manhattan, KS, from 04/23/2026 through 04/24/2026, to attend 2026 Summit on Homelessness and Housing, Employee Training and Travel.
- Angela Lawson, Legal Department, travel to Salt Lake City, UT, from 09/22/2026 through 09/27/2026, to attend IMLA 2026 Annual Conference, Employee Training and Travel.
- David Morales, Wyandotte County District Attorney's Office, travel to Wichita, KS, from 04/26/2026 through 04/28/2026, to attend 2026 KCJIS Conference, Employee Training and Travel.
- Dave Reno, Public Works, travel to Minneapolis, MN, from 06/23/2026 through 06/26/2026, to attend PRSA Midwest District Conference, City General Fund.
- Dennis Rubin, Kansas City, Kansas, Fire Department, travel to Washington, DC, from 03/17/2026 through 03/20/2026, to attend 36th Annual National Fire and Emergency Conference, Fund by Fire Administration.

- Mike Searcy, Kansas City, Kansas, Fire Department, travel to Columbia, MO, from 04/17/2026 through 04/17/2026, to attend K9 field medical care, Fund by MOTF 1.
- Kay Sharp, Community Development, travel to Dallas, TX, from 05/31/2026 through 06/03/2026, to attend US Housing & Community Development Conference, Fund by CDBG Grant.
- Kay Sharp, Community Development, travel to Pittsburgh, PA, from 06/08/2026 through 06/12/2026, to attend National Community Development Association Annual Conference, Fund by Home Grant.
- Kalven Thorne, Kansas City, Kansas, Police Department, travel to St. Louis, MO, from 09/14/2026 through 09/17/2026, to attend CVSA Recertification, Employee Training and Travel.
- Matthew Zayas, Parks and Recreation, travel to Kansas City, MO, from 04/20/2026 through 04/23/2026, to attend Government Finance Officers Association Conference, FND113.

Action: Approved by Administrator’s Office and received and filed.

4. APPLICATIONS FOR DRINK EST./PUBLIC VENUE:

- Sonia Davis, Jessy Haworth, d/b/a To the Hoop Bar & Grill, 7912 State Ave, Kansas City, KS 66112.
- JIAJ Inc, Diana Salazar, d/b/a Tapatio Mexican Grill, 151 S 18th St Suite A, Kansas City, KS 66102.
- Yard House Kansas City LLC, Paula Jo Penegar, d/b/a Yard House, 1863 Village West Pkwy, Kansas City, KS 66111.

Action: Referred to License.

5. APPLICATIONS FOR CATERER/DRINK EST/HOTEL:

- Joe’s Next Door KCK LLC, LaTonya Goth, d/b/a Joe’s Next Door, 500 County Line Rd, Kansas City, KS 66103.

Action: Referred to License.

6. APPLICATIONS FOR PRIVATE SECURITY:

- Chesley Brown International, d/b/a Chesley Brown International, 8301 State Line Rd., Ste. 204, Kansas City, MO 64114.
- Sunstates Security, LLC, d/b/a Sunstates Security, LLC, 7500 College Blvd., 5th Fl, Overland Park, KS 66210.

Action: Referred to License.



Unified Government Clerk's Office
Monica Sparks, CMC
Unified Government Clerk

701 North 7th Street, Suite 323
Kansas City, Kansas 66101-3070

Phone: 913-573-5260
Fax: 913-573-5299
<http://www.wycokck.org>

Memorandum

To: David Johnston
County Administrator

From: Monica L. Sparks
UG Clerk

Date: April 30, 2026

Re: Weekly Business Material

Attached is a listing of weekly business items presented to the Unified Government of Wyandotte County/Kansas City, Kansas, for informational purposes.

In addition to the listing of the items, we have indicated the action taken by the Unified Government Clerk.

Attachments

BJS

Weekly Business Material for April 24, 2026 – April 30, 2026

1. PROTEST PETITION:

Protest Petition related to Special Use Permit Petition Case Number SP2025-094 & PR2025-094, 8900 Metropolitan Ave, Kansas City, KS 66111, submitted by Bret Hogan.

Action: Received and filed. Original previously forwarded to Planning.

2. CLAIMS:

- Robert Ewing, Kansas City, KS, alleging damage to personal vehicle on 04/15/2026.
- Brandon Fulson and Randy Wood, Prairie Village, KS, alleging damage to personal vehicle on 04/10/2026.
- Christopher Linder, Kansas City, KS, alleging damage to personal property on 04/15/2026.
- Jeff Oetting, Kansas City, KS, alleging damage to personal vehicle on 02/22/2026.
- Melva Anderson Nichols and Durand Nichols, Kansas City, KS, alleging damage to personal property on 04/26/2026.

Action: Received and filed. Copies previously forwarded to Legal.

3. TRAVEL REQUESTS:

- Patrick Locke and Thomas Tomasic, Kansas City, Kansas, Police Department, travel to Washington, DC, from 05/04/2026 through 05/08/2026, to attend National PAL Annual Conference, Employee Training and Travel.
- Heron Santana, Kansas City, Kansas, Police Department, travel to San Francisco, CA, from 04/21/2026 through 04/23/2026, to attend Skydio DFR Summit, Employee Training and Travel.

Action: Approved by Administrator's Office and received and filed.

4. BUSINESS BONDS:

- Electrical Bonds:
 - Allen Strausbaugh DBA Allens Electric
 - Apex Electric LLC
 - AV Electrical & Construction LLC
 - Capital Electric Construction Company, Inc.
 - Craig Lunn dba C L Electric LLC
 - KC1 Service Co
 - Lifetime Solar LLC
 - Pro Electric, L. C.
 - Smooth Electric
 - Wired Up Right LLC
- Plumber's Bonds:
 - Anthony Henderson Plumbing
 - C & C Plumbing LLC

- Crosby Plumbing Inc
- Drive 923 LLC dba RES Contracting & Mechanical
- Ken's Home Services LLC
- SA&H Western Holdings LLC DBA Mission Plumbing Heating & Cooling
- Santa Fe Trails Plumbing Inc
- Swift Construction Inc DBA CEI Electrical & Mechanical
- Swyft Property Care, LLC
- Mechanical/HVAC Bonds:
 - AFC Heating and Cooling
 - CLR Heating & Cooling LLC
 - Hoit Heating & Cooling, LLC
 - Koch Heating & Cooling, Inc
 - MO-KAN Metals LLC
 - Renfrow Mechanical & Construction, LLC
 - Swyft Property Care, LLC
 - TJ's Heating & Cooling, LLC

Action: Referred to License.

5. CONTINUATION CERTIFICATES:

- Electrical Bonds:
 - Able Electric LLC
 - Intelligrated Systems, LLC
 - Rohan R Kerr DBA Kingston Electric
- Plumber's Bonds:
 - Bill the Plumber, LLC
 - Midwest Plumbing, LLC
 - Hydro-Tech Plumbing Services, LLC
 - Vazquez Commercial Contracting, LLC
 - Willie Jones

Action: Referred to License.

6. CANCELLATION NOTICE OF INSURANCE/BOND:

- Plumber's Bonds:
 - J & S Plumbing and Heating LLC
- Mechanical/HVAC Bond:
 - LBA Air Conditioning, Heating and Plumbing Inc.

Action: Referred to License.

7. RIDER

- David Browning to Renuity Operations, LLC dba – Mad City Windows and Baths

Action: Referred to License.

8. APPLICATIONS FOR CMB LICENSE (OP):

- El Camaroncito LLC, Yocundo Helguera, d/b/a El Camaroncito, 1022 Central Ave, Kansas City, KS 66102.

Action: Referred to License.

9. APPLICATIONS FOR DRINK EST./PUBLIC VENUE:

- Big D's on the Hill LLC, Dallas Wolfe, d/b/a Big D's on the Hill, 2139 S 34th St, Kansas City, KS 66106.

Action: Referred to License.

10. APPLICATIONS FOR LIQ. TEMP. LIC.:

- Lao Buddhist Association of Olathe, Billy Naphosaysavath, event name: Lao New Year 2026, Wat Lao Sengphokham Phoutharam, 1315 N 139th St, Kansas City, KS 66109.
This temporary permit is for 05/15/2026 to 05/17/2026 from 9:00 a.m. to 12:00 a.m.

Action: Referred to License.

11. APPLICATIONS FOR PRECIOUS METAL DEALERS:

- Donald Budd, N/A, d/b/a Central Pawn, 1000 Central Ave, Kansas City, KS 66102.

Action: Referred to License.

12. APPLICATIONS FOR PAWN:

- Donald Budd, N/A, d/b/a Central Pawn, 1000 Central Ave, Kansas City, KS 66102.

Action: Referred to License.



Report to Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
	<div style="border: 1px solid black; padding: 2px;">Casey Meyer, Senior Counsel</div> cmeyer@wycokck.org x2851	Sheriff
AGENDA ITEM #7.8.		
RESOLUTION: JUVENILE DETENTION CENTER BEHAVIORAL HEALTH SERVICES FUNDING APPLICATION FY2027 (ADDED PER AGENDA UPDATE)		
BACKGROUND		
<p>Resolution requesting approval for the Wyandotte County Juvenile Detention Center to apply for the Kansas Department of Corrections Behavioral Health Services Grant (funding period July 1, 2026 - June 30, 2027). The request for funding is in the amount of \$124,600.00 and will be used to provide specialized behavioral health services, including assessments, individual therapy, group interventions, crisis stabilization, and coordination with probation and family sessions. There is no match required for this grant. Submitted on behalf of the Sheriff's Office by Casey Meyer, Deputy Chief Counsel.</p>		
RECOMMENDATION		
<p>Fast Track</p> <p>Fast track to May 21, 2026 Full Commission (Application deadline is May 31, 2026)</p>		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
No match.		
LEGAL/ POLICY CONSIDERATIONS		
N/A		
ATTACHMENTS		
JDC Behavioral Health Grant Resolution 5.15.26, Juvenile Detention Center Behavioral Health Services Funding Application FY2027		

Approved by Mayor/Administrator to add to agenda.

RESOLUTION NO. _____

A RESOLUTION authorizing the Wyandotte County Juvenile Detention Center through the Unified Government of Wyandotte County/Kansas City, Kansas to submit a grant application for the FY 2027 Juvenile Detention Center Behavioral Health Services Funding Opportunity and accept if awarded.

WHEREAS, the Kansas Department of Corrections operates the Kansas Department of Corrections Juvenile Detention Center Behavioral Health Grant Program; and

WHEREAS, an application has been prepared to request funding to support the Wyandotte County Juvenile Detention Center’s ability to provide and enhance specialized behavioral health services; and

WHEREAS, the value of the grant request is \$124,600.00, with no matching funds required.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/ KANSAS CITY, KANSAS AS FOLLOWS:

Section 1. The Wyandotte County Juvenile Detention Center through the Unified Government of Wyandotte County/Kansas City, Kansas is authorized to submit a grant application for the FY 2027 Juvenile Detention Center Behavioral Health Services Funding Opportunity.

Section 2. The County Administrator and/or his designee is hereby authorized to accept such grant if awarded, on behalf of the Unified Government of Wyandotte County/Kansas City, Kansas and to take the steps necessary to fulfill the conditions of the grant and execute documents in furtherance of the of the grant.

**APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS,
THIS ____ DAY OF _____, 2026.**

Christal E. Watson, Mayor/CEO

Unified Government Clerk



Juvenile Detention Center
Behavioral Health Services Funding
Application

FY2027

Juvenile and Adult Community Based Services Division
714 SW Jackson St., Suite 300
Topeka, KS 66603

Overview

In 2023, the Kansas Legislature passed HB2021 which included provisions for the Kansas Department of Corrections (KDOC) to ensure that while in detention, juveniles receive the following:

- A standardized risk and needs assessment within 72 hours of admission.
- An updated or completed case plan within 48 hours of assessment completion.
- Access to behavioral health services.

This funding opportunity is a collaborative effort between KDOC and Juvenile Detention Centers to implement the above provisions focusing specifically on the development or enhancement of behavioral health services available to youth detained in a Juvenile Detention Center (JDC).

Eligibility

Juvenile Detention Centers operated in the state of Kansas.

Award Period

Funding will be awarded for the twelve-month period from July 1, 2026, through June 30, 2027. Award notification is expected to occur before July 1, 2026, with funds available to recipients by July 30, 2026.

KDOC will make funding available for state fiscal year 2027 through renewal of this opportunity or publication of a new opportunity at a future date.

Funding Opportunity Open for Submission

The application (Forms I and II) will be available for submission from **April 1, 2026, through May 31, 2026.**

Application Deadline

All applications (Forms I and II) are due by **5:00 p.m., May 31st, 2026.**

Contact Information

Completed applications or questions regarding this funding opportunity should be directed to:

Clay McCarter
Director of Special Projects/Early Intervention
Phone: 785-554-8024
Email: clay.mccarter@ks.gov

Funding Information

This funding opportunity is appropriated by the Kansas State Legislature, distributed by the Kansas Department of Corrections and is supported by the Evidence-Based Programs fund.

Use of Funds

Funds from this opportunity may only be used for the specific purposes outlined as follows:

- Costs associated with obtaining/providing mental health assessments.
- Costs associated with obtaining/providing mental health treatment (Individual and Group).
- Costs associated with obtaining/providing substance use disorder assessments.
- Costs associated with obtaining/providing substance use disorder treatment (Individual and Group).
- Costs associated with obtaining/providing care coordination and discharge planning services by:
 - Option 1: Position(s) employed via contract with a Community Mental Health Center (CMHC).
 - Option 2: Position(s) employed by the JDC.

Modification of Funds

The KDOC reserves the right to make changes to the application budget at the time of the grant award and will communicate any changes to the applicant. KDOC may negotiate all or part of any proposed budget after execution of the grant award agreement due to funding provisions to program requirements.

Disqualification Factors

The KDOC may not consider funding any applicant that fails to comply with all application requirements, including the following:

- Failure to submit complete application, including signatory approval pages and budget in Excel format.
- Failure of application to comply with the **Use of Funds** described herein.

Funding Restrictions

These funds may not be co-mingled with funds from other state and/or federal agencies or local funds. Refer to the KDOC Financial Rules, Guidelines and Reporting Instructions for other funding restrictions.

Eligibility Information

Eligibility Type: Public

Eligible Applicants: County Governments

Additional Eligibility Information: Juvenile Detention Centers operated in the state of Kansas.

Award Administration Information

State Award Notices

Award notifications will be made to the Board of County Commissioners of the applicant/administrative county or the Governing Authority Chairperson on or before July 15, 2026.

Awards will be based on the criteria specified in KSA 75-7053 and will be awarded to the Board of County Commissioners or Governing Authority for the applicant county. If the applicant is a group of cooperating counties, then funding will be awarded to the administrative county identified in the group of cooperating counties' Inter-local Agreement.

Reporting Requirements

Award recipients will be required to submit financial and data tracking reports in the format prescribed by KDOC and at such times as required by KDOC. Additional information regarding these requirements will be provided during the award notification process.

Quarterly JDC Reports (Logs) Submission Dates

Award recipients will be required to complete and submit monthly JDC logs in accordance with the following timelines:

Reporting Month	Report Due Date	Reporting Month	Report Due Date
July	Aug. 7th	January	Feb. 7th
August	Sept. 7th	February	Mar. 7th
September	Oct. 7th	March	Apr. 7th
October	Nov. 7th	April	May 7th
November	Dec. 7th	May	Jun 7th
December	Jan. 7th	June	Jul. 7th

Financial Reporting

Award recipients will be required to complete and submit quarterly financial reports in accordance with the following timelines. If the report due date falls on the weekend, the due date will default to the previous Friday

Quarter	Reporting Period	Report Due date (on or before)
Q1	Jul-Aug-Sep	10/31
Q2	Oct-Nov-Dec	01/31
Q3	Jan-Feb-Mar	04/30
Q4	Apr-May-Jun	07/31

Application Forms

The following forms comprise the application and should be completed and submitted to KDOC.

- Applicant Organization Information.
- Applicant Program Information.
- Application Budget (The budget must be submitted to KDOC on the excel workbook supplied).
- Grant Conditions and Signatory Approvals.

Project Information

Please provide the requested information below. The box will expand as the text is entered to allow the space needed for an adequate response. Text may appear small at first, but will auto-adjust once you tab to the next field.

Application Information

Agency/Organization Name:

Wyandotte Juvenile Detention

Funding Request Amount:

\$124,600

Primary Contact Information

Name: Adrienne Gilchrist

Email Address: agilchrist@wycosheriff.org

Phone Number: 913 573 4112

Street Address: 738 ANN

kansas City, Kansas 66106

Date of Application: 05 12 2026

Applicant Signature:

All portions of the application should be completed in a clear and concise manner.

If more space is needed to thoroughly answer a portion of the application, please upload additional documentation.

Attachments should be labeled clearly as to what section they pertain to.

Program Information

Please provide the requested information below. The box will expand as the text is entered to allow the space needed for an adequate response.

1. Services Provided

A. Provide a description of each service that will be offered. Response should include, but not be limited to, if services include group/individual activities and what they entail.

we will provide specialized behavioral health services, including assessments, individual therapy, group interventions, crisis stabilization, and coordination with probation and family sessions.

(CBT) cognitive Behavioral therapy focuses on identifying & changing negative thoughts pattern behaviors to manage problems.

(IPT) Interpersonal therapy A short term therapy focused on improving interpersonal relationships and social functioning to reduce stress

we would like to have a clinical person here 3 4 times a week

B. Will this program be fully/partially subcontracted to another agency/organization? If yes, provide Name of the Agency/Organization and address where services will be provided. If no, enter N/A.

N/A

C. If yes, submit the Scope of Work from the Agency/Organization with the application.

Was a Scope of Work included?

Yes No N/A

2. Cost of Services Provided

Provide details as to how the cost of services was determined. For example: assessment \$100 per youth, substance use treatment \$100 per session, group therapy \$50 per session.

Requested amount \$93,000 (20 hrs/week x90/hour) A licensed clinician (LPC, LCSW, LMFT, or equivalent) will provide specialized behavioral health services, including assessments, individual therapy, group interventions crisis stabilization, and coordination with probation and family systems. The hourly rate of \$90 reflects regional market standards for master's level clinician providing contracted services in secure facilities. Participant Materials \$2000 Each youth requires individual materials such as workbooks, journals, and assessment tools. materials support engagement, reinforce skill development. Program supplies & Technology \$4000 Funds will support secure technology supplies ensure the clinician can deliver high quality, trauma informed services within a secure facility Evaluation & reporting \$3000 Evaluation funds support data collection, outcome measurement and tracking behavioral improvements. Administrative & Overhead costs \$13,000 (12% of direct program costs) Administrative support is required for scheduling, documentation, financial management, compliance, and family coordination. the 125 rate is consistent with standard non profit and government contracted overhead allowances and ensures the program can meet reporting and operational requirements.

3. Projected number of youth that will be provided services (Estimate).

yearly 275-300

4. Budget

The applicant will download, save and complete the FY27 JDC Budget Workbook.xlsx budget detail form. The form collects the individual costs under each cost category needed to implement the proposed project. Applicants should ensure that the name/description of each cost is clear and provide detailed calculations. Applicants should enter additional narrative, as needed, to fully describe the cost calculations and connection to the project goals and objectives (including, if applicable, describing connections to required measurable outcomes).

Budget proposals should include the funding needed to implement the proposed activities. Applicants should address any corresponding budget implications in their application's budget detail and budget narrative. In preparing their budget proposals, applicants should consider what types of costs are allowable, if awarded funding. Costs are allowable when they are reasonable, allocatable to, and necessary for the performance of the project funded under the conditions of the award and when they comply with the KDOC Financial Rules and Guidelines.

KDOC Grantee Conditions of Agreement and Signature Page

The grantee agrees to:

- A. Utilize grants funds for the development, implementation, operation, and improvement of juvenile community correctional services pursuant to K.S.A. 75-7038 through 75-7053 and amendments thereto, as submitted in the GRANTEE'S Kansas Department of Corrections –Juvenile Detention Center (JDC) Behavioral Health (HB2021) application.
- B. Allocate expenditures only for activities, events, or conferences that occur within the grant award period.
- C. Assume the authority and responsibility for funds received through KDOC-CBS in accordance with the provisions of the KDOC's Financial Rules, Guidelines and Reporting Instructions. (Rev. 2024)
- D. Provide administrative oversight to enhance the operational and evaluation procedures by assessing program efficiency and effectiveness of juvenile justice programs funded by the Kansas Department of Corrections – Juvenile Detention Center (JDC) Behavioral Health (HB2021) funds.
- E. Adhere to all applicable Federal and State laws and regulations, the Interstate Compact for Juveniles, K.S.A. 38-1008 et seq., as well as KDOC-CBS standards, policies and procedures. GRANTEE shall be responsible for any and all costs associated with non-compliance under this section.
- F. Expend KDOC-CBS funds in accordance with GRANTEE'S Kansas Department of Corrections – Juvenile Detention Center (JDC) Behavioral Health (HB2021) funds. Obtain advance approval in writing by the Deputy Secretary of Juvenile and Adult Community-Based Services for all out of state travel and training. All requests for approval of out-of-state travel and training will be submitted at least two weeks prior to scheduling or obligation of grant funds.
- G. Acknowledge this grant may be terminated by either party upon a minimum of ninety (90) days' written notice to the other party. Upon termination, the unexpended balance of funding distributed to GRANTEE shall be returned to KDOC-CBS within thirty (30) days.
- H. Acknowledge that if, in the judgment of the Secretary of the Department of Corrections, sufficient funds are not appropriated to fully continue the terms of this agreement, KDOC-CBS may reduce the amount of the grant award.
- I. Follow all applicable state and federal laws related to confidentiality of information regarding youth that are at risk for juvenile delinquency, victimization, and juvenile justice involvement. This provision is not intended to hinder the sharing of information where necessary to affect delivery of services when undertaken in compliance with applicable laws.

J. Neither assume nor accept any liability for the actions or failures to act, either professionally or otherwise, of KDOC-CBS, its employees and/or its contractual agents.

K. Not consider employees or agents of the GRANTEE as agents or employees of KDOC-CBS. GRANTEE accepts full responsibility for payment of unemployment insurance, worker's compensation and social security, as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this Grant.

L. Not hold KDOC-CBS and the State of Kansas, and their employees, officials, or agents, liable for any damages or costs arising from the cancellation, voiding, denial or withholding of funds to GRANTEE.

M. Submit problems or issues regarding the terms of this grant in writing to the Deputy Secretary of Juvenile and Adult Community-Based Services for final review and resolution.

N. If any provision of this grant violates any statute or rule of law of the State of Kansas, it is considered modified to conform to that statute or rule of law.

O. Provide each child under its responsibility for placement and care with the protections found in Section 471 of Title IV-E of the Social Security Act and Kansas' Title IV-E Plan and perform candidate for foster care determinations in accordance with Section 471(a) (15) of the Social Security Act. In connection with the performance of services under this Agreement, GRANTEE also agrees to comply with the provisions of the Civil Rights Act of 1964, as amended (78 Stat. 252), Section 504 of the Rehabilitation Act of 1973, Public Law 93-112, as amended, the Regulations of the U. S. Department of Health and Human Services issued pursuant to these Acts, the provisions of Executive Order 11246, Equal Employment Opportunity, dated September 24, 1965, the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 and the Health Insurance Portability & Accountability Act of 1996; in that compliance shall include, but is not limited to, disclosing only that information that is authorized by law, authorized by the youth or their parent(s) or legal guardian(s), setting a time limit on the authorization and disclosure, taking safeguards to prevent use or disclosure of the records, keeping an accounting of all requests for records and documenting its efforts to either protect or release relevant records; there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, ancestry, race, religion, creed, disability, sex or marital status. This provision shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. GRANTEE agrees that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the GRANTEE. GRANTEE further agrees to insert similar provisions in all sub-contracts for services allowed and authorized under this Agreement under any program or activity.

P. GRANTEE may serve youth that are at risk for juvenile delinquency, victimization, and juvenile justice system involvement residing or adjudicated outside of their Judicial District if the territory in which the services are offered is approved in the grant application.

Q. Maintain books, records, documents, and other evidence in a manner that accurately reflects receipts and expenditures of all programs funded by this grant.

R. Not use state funds allocated through this grant to supplant GRANTEE'S present Federal, State or local funding of services or programs.

S. Maintain records and submit reports containing such information and at such times as required by KDOCCBS.

T. Attend all applicable training sponsored by KDOC-CBS.

U. Enter into agreements with member counties and/or private, public or not-for-profit entities for the delivery of services in order to maximize the effective and efficient use of state resources. All agreements between GRANTEE and member counties or subcontractors shall be in writing and shall require compliance with these award conditions. GRANTEE shall be responsible for ensuring member county and/or subcontractor compliance with these grant conditions, KDOC-CBS Juvenile Intake and Assessment Standards, KDOCCBS Community Supervision Standards, KDOC-CBS Immediate Intervention Program Standards, KDOC's Financial Rules, Guidelines and Reporting Instructions, and state and federal law. If requested by KDOCCBS, the GRANTEE shall forward a copy of all such agreements to KDOC-CBS indicating compliance with this condition.

Grantee Acknowledgment

My signature below certifies acceptance of state grant funds awarded by the Kansas Department of Corrections (KDOC) and further indicates that as the “Grantee” I acknowledge and agree to comply with all the conditions outlined below:

1. This grant award will be utilized solely for the purposes of developing or enhancing behavioral health services in accordance with the final approved budget by KDOC.
2. Assume the authority and responsibility of funds received through KDOC and ensure compliance with all applicable Federal and State laws, Regulations and KDOC Financial Rules, Guidelines and Reporting Instructions. All costs associated with noncompliance under this section shall be the responsibility of Juvenile Detention Center/Host County.
3. Maintain books, records, documents and other evidence in a manner that accurately reflects receipts and expenditures funded by this grant.
4. Maintain records and submit financial reports in the format prescribed by KDOC and at such times as required by KDOC.
5. Maintain records and submit data tracking reports in the format prescribed by KDOC and at such times as required by KDOC.
6. All funds unexpended at the end of the award period will be returned to KDOC within 30 days of KDOC approval of the 2nd quarter financial report.
7. Follow all applicable state and federal laws related to confidentiality of client information. This provision is not intended to hinder the sharing of information where necessary to affect delivery of services when undertaken in compliance with applicable laws.
8. If any provision of this grant violates any statute or rule of law of the State of Kansas, it is considered modified to conform to that statute or rule of law.
9. Neither assume nor accept any liability for the actions or failures to act, either professionally or otherwise, of KDOC, its employees and/or its contractual agents.
10. Not consider employees or agents of the Grantee as agents or employees of KDOC.
11. Acknowledge this grant may be terminated by either party upon a minimum of ninety (90) day written notice to the other party. Upon termination, the unexpended balance of funding distributed to Grantee shall be returned to KDOC within thirty (30) days.
12. Acknowledge that if, in the judgement of the Secretary of Corrections, sufficient funds are not appropriated to fully continue the terms of this agreement, KDOC may reduce the amount of the grant award.

13. Not hold KDOC and the State of Kansas, and their employees, officials, or agents, liable for any damages or costs arising from the cancellation, voiding, denial or withholding of funds to the Grantee.

14. Submit problems or issues regarding the terms of this grant in writing to the KDOC Deputy Secretary of Juvenile and Adult Community Based Services for final review and resolution.

Applicant Organization Director

Printed Name:

Title:

Signature:

Date:

Board of County Commission Chairperson

Printed Name:

Title:

Signature:

Date:

County Financial Officer

Printed Name:

Title:

Signature:

Date:

Signed KDOC Grantee Conditions of Agreement

Once you have completed the application process, the KDOC Grantee Conditions of Agreement and Signature Page must be downloaded, printed for signatures, and submitted with the rest of the application.

Application Checklist

The following documents must accompany this application:

1. Completed application
2. Letters of support and/or MOU's
3. Complete Budget workbook
4. Signed KDOC Grants Condition and Agreement and Signature Page

Juvenile Detention Evidence-based Treatment & Transition program

This Proposal seeks funding to implement a comprehensive, Evidence-Based behavioral, health assessment and treatment, substance use disorder services, and comprehensive care coordination and discharge planning for youth housed in the juvenile detention center. The goal is to reduce recidivism, improve behavioral health outcomes, and ensure continuity of care upon release.

Youth in juvenile detention experience disproportionately high rates of:

- untreated mental health conditions
- Trauma Exposure
- Substance use disorders
- Educational disruption
- Limited access to consistent therapeutic services
- Lack of coordinated re-entry planning

Without structured, evidence-based intervention, these challenges contribute to repeated system involvement, unsafe behaviors, and poor-long term outcomes. Current staffing levels and resources are insufficient to meet clinical needs of detained youth. A dedicated provider is necessary to deliver consistent, high-quality services aligned with national best practices.

The proposed program aims to:

- Identify behavioral health needs early through validated screening and assessment tools.
- Provide trauma-informed, evidence-based treatment to address mental health and substance use disorders.
- Improve emotional regulation, decision-making, and pro-social behavior among detained youth.
- Reduced recidivism by addressing root causes of offending behavior.
- Ensure continuity of care through coordinated discharge planning and linkage to community providers.

The contracted provider will deliver structured, research-supported interventions such as:

- Cognitive Behavioral Therapy (CBT)
- Aggression Replacement Training (ART)
- Motivational interviewing (MI)
- Trauma-Focused CBT
- Substance Use Disorder (SUD) treatment groups
- Life-Skills and decision- making curricula

Programs will be age-appropriate, culturally responsive, and aligned with juvenile justice standards.

The provider will conduct:

- Initial mental health screenings within 24-72 hours of intake
- Comprehensive diagnostic assessments
- Group therapy
- Crisis intervention
- Treatment planning and progress monitoring

All services will follow trauma-informed, developmentally appropriate practices.

Substance use Disorder services will include:

- SUD screening and assessment
- Individual and group treatment
- Relapses- prevention planning
- Family engagement when appropriate
- Coordination with community SUD programs for post-release care

Care Coordination and Discharge planning

- Collaboration with probation, families, schools and community agencies
- Development of individualized reentry plans
- Scheduling follow-up appointments
- Warm hand-offs to community providers
- Documentation of treatment progress and recommendations

The project will contract with a licensed behavioral-health professional or organization with credentials such as LPC, LCSE, LMFT, or equivalent. Training in evidence-based juvenile justice interventions and experience with trauma-informed care and the ability to collaborate with detention staff and community partners. Data will be collected monthly and reported to the funder quarterly.

Evaluation plan and how the program success will be measured through:

Process Measures

- Number of youths screened
- Number receiving mental health or SUD treatment
- Number completing evidence-based programs
- Number with completed discharge plans

Outcome Measures

- Reduction in behavioral incidents
- Improvement in standardized clinical assessments

- Increased engagement in community treatment post-release
- Reduction in recidivism within 6-12 months

To Ensure long-term sustainability, the program will:

- Build partnerships with community mental health centers and SUD providers
- Explore Medicaid reimbursement for eligible services
- Integrate training for detention staff to reinforce evidence-based practices
- Seek additional funding through state, federal, and private grants

Budget Summary

A detailed budget will be developed based on provider selection, but anticipated costs include:

- Contracted clinician salary or hourly rate
- Assessment tools and program materials
- Curriculum licensing fees
- Staff training and reporting

This project will fill a critical gap in services for youth in juvenile detention by providing evidence-based behavioral health treatment, substance use services, and coordinated reentry planning. Funding will enable the facility to address the complex needs of justice-involved youth, reduce recidivism, and support healthier, safer communities.

13. Not hold KDOC and the State of Kansas, and their employees, officials, or agents, liable for any damages or costs arising from the cancellation, voiding, denial or withholding of funds to the Grantee.

14. Submit problems or issues regarding the terms of this grant in writing to the KDOC Deputy Secretary of Juvenile and Adult Community Based Services for final review and resolution.

Applicant Organization Director

Printed Name:

Title:

Signature:

Date:

Board of County Commission Chairperson

Printed Name:

Title:

Signature:

Date:

County Financial Officer

Printed Name:

Title:

Signature:

Date:

Signed KDOC Grantee Conditions of Agreement

Once you have completed the application process, the KDOC Grantee Conditions of Agreement and Signature Page must be downloaded, printed for signatures, and submitted with the rest of the application.



Report to Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
	<div style="border: 1px solid black; padding: 2px;">Minah Chapell, Staff</div> mchapell@wycokck.org x8740	Legal
AGENDA ITEM #7.9.		
RESOLUTION: LOVE YOUR BLOCK GRANT OPPORTUNITY (ADDED PER AGENDA UPDATE)		
BACKGROUND		
<p>Adopt a resolution to support the application of the Unified Government of Wyandotte County/Kansas City, Kansas for a grant through the Love Your Block Program sponsored by the Bloomberg Center for Public Innovation at Johns Hopkins University, to fund resident-led community impact projects. The request for funding is in the amount of \$70,000.00. There is no match required for this grant.</p> <p>At the request of the Mayor and Chair Ramirez.</p>		
RECOMMENDATION		
<p>Approve Fast Track</p> <p>Approve and fast track to May 21st Board of Commissioner meeting</p>		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
N/A		
LEGAL/ POLICY CONSIDERATIONS		
ATTACHMENTS		
Resolution for Love Your Block grant 2026, Love Your Block Presentation		

Approved by Mayor/Administrator to add to agenda.

RESOLUTION NO. R-____-26

A RESOLUTION TO SUPPORT THE APPLICATION OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS FOR A GRANT THROUGH THE LOVE YOUR BLOCK PROGRAM SPONSORED BY THE BLOOMBERG CENTER FOR PUBLIC INNOVATION AT JOHNS HOPKINS UNIVERSITY, TO FUND RESIDENT-LED COMMUNITY IMPACT PROJECTS

WHEREAS, the Bloomberg Center for Public Innovation at Johns Hopkins University sponsors the Love Your Block program;

WHEREAS, the Love Your Block Program is a two-year civic engagement program that brings city leaders and residents together to strengthen neighborhoods “one block at a time”;

WHEREAS, the Love Your Block Program supports cities in engaging with their residents to design, develop, and deliver small-scale neighborhood improvement projects that make their communities and cities better places to live;

WHEREAS, the Love Your Block Program provides a two-year no-match grant focused on resident engagement, impact volunteering, and project management;

WHEREAS, the Bloomberg Center describes the Love Your Block Program as activating and building social networks between residents, their neighbors, and city hall and explains that the relationships between residents and city hall strengthened through Love Your Block can drive collective efficacy that is often bidirectional;

WHEREAS, the Bloomberg Center declares that the Love Your Block Program “is a proven starting point for cities to engage their residents more meaningfully and improve their communities in holistic, sustainable ways”;

WHEREAS, benefits as a grantee include: funding for program implementation and volunteer-led mini-grant projects; support for up to two Love Your Block Fellows; training, coaching, and programmatic support from the Bloomberg Center; peer-to-peer learning with current and former Love Your Block grantee cities; exclusive access to national experts, peer practitioners, and hands-on, in-person technical support at the Love Your Block annual convening; and recognition as a grantee city in the Bloomberg Center’s social media, the Center website, and other media;

WHEREAS, since its founding in 2009, Love Your Block has reached over 85,000 community members—creating nearly 800 art displays, cleaning over 550,000 square feet of graffiti, and removing nearly 7 million pounds of trash in cities nationwide—while a total of 50 U.S. cities across 33 states have received support through the program; and

WHEREAS, the application deadline for the 2026-2028 grants is June 1, 2026, and the award notification and Announcement is expected in August 2026.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS:

Section 1. The Unified Government Board of Commissioners hereby approves the application for and, should the grant be awarded to the Unified Government, its acceptance of the Love Your Block grant for a term of two years for a grant amount of \$70,000.00 for resident-led community impact projects and additional support in the form of Love Your Block Fellow(s).

Section 2. If the Unified Government is awarded the Love Your Block grant, the County Administrator and other officers, agents, and employees of the Unified Government are hereby authorized and directed to take such further action as may be appropriate or desirable to accomplish the purpose of this Resolution.

Section 3. This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body of the Unified Government.

APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, THIS _____ DAY OF _____, 2026.

Christal E. Watson, Mayor/CEO

ATTEST:

Monica Sparks, Unified Government Clerk

Approved as to Form:

Angela J. Lawson, Acting Chief Counsel

Love Your Block Grant

REQUEST FOR APPROVAL TO PURSUE GRANT

MAY 18, 2026



About Love Your Block

The *Bloomberg Center for Public Innovation at Johns Hopkins University* provides two-year grants centered around resident engagement, volunteerism, and project management. The grant includes:

- **\$70,000** for resident-led community impact projects
- Support in the form of **Love Your Block Fellow(s)**
- Hands-on programmatic **support and training**



Eligibility Requirements

This grant opportunity is open to U.S. cities with

- A population of at least **50,000 residents**.
- A mayor whose term goes through **October 2028**
 - **Mayoral pledge** committing to “partner with the community for neighborhood improvement.”
- **Two (2) public servants** that could be designated to guide and implement a resident engagement program.



Grant Alignment

Here's how this opportunity aligns with our city's needs and interests.

- There is no match required.
- Livable Neighborhoods
 - Pre-existing programming dedicated to resident and neighborhood empowerment.
 - Cross-department coordination
- An Elected Body that understands the value of strong neighborhood leadership.



Ask

Livable Neighborhoods needs your support in the form of...

- Approval to apply for the 2026-2028 Love Your Block Grant due June 1, 2026.
- A mayoral pledge



Questions?

Minah Chapell

Program Coordinator, Livable Neighborhoods

mchapell@wycokck.org





Report to Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
	<div data-bbox="586 386 1036 478">Shelley Kneuvean, Chief Financial Officer</div> <div data-bbox="586 478 1036 571">Jeffrey Conway, Assistant Counsel</div> <div data-bbox="586 571 1036 663">Troy Shaw, County Engineer/ Director of Public Works</div> <div data-bbox="586 709 922 852">skneuvean@wycokck.org, jconway@wycokck.org, tshaw@wycokck.org x5849, x5075, x5416</div>	Finance
AGENDA ITEM #7.10.		
ORDINANCE: 2026 & 2027 SANITARY SEWER RATE (ADDED PER AGENDA UPDATE)		
BACKGROUND		
An ordinance amending the 2026 Sanitary Sewer Rate and adopting the 2027 Sanitary Sewer Rate approved by the Mayor and Commission on May 7, 2026.		
RECOMMENDATION		
<p>Approve</p> <p>Move to approve ordinance</p>		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
LEGAL/ POLICY CONSIDERATIONS		
Ordinance prepared by UG Legal Department.		
ATTACHMENTS		
2027 Sewer Service Charge Ordinance, 2026A-2027 Exhibit A Rate Regulation_V1		

Approved by Mayor/Administrator to add to agenda.

(Published _____)

ORDINANCE NO. O-____-26

AN ORDINANCE relating to sewer service charges, approving the regulation establishing the rates for 2026 and 2027 upon the effective date of the ordinance, as authorized by section 30-96 of the Code of the Unified Government of Wyandotte County/Kansas City, Kansas, and repealing any previously adopted regulations establishing such rates

WHEREAS, the governing body of the Unified Government of Wyandotte County/Kansas City, Kansas has determined as part of the projected annual budget that sewer service charges are required to be increased by one percent for 2026, effective upon the effective date of this Ordinance, and by seven percent for 2027;

WHEREAS, Section 30-96 of the Code of the Unified Government of Wyandotte County/Kansas City, Kansas provides that the Board of Commissioners shall establish by regulation the rates for sewer charges necessary to ensure that the system generates adequate annual revenues to pay the annual costs of operation and maintenance, to satisfy costs associated with any obligations, and to provide for costs associated with the Unified Government capital improvement plan and the expenses of the annual operation of the Water Pollution Control Division for providing services;

WHEREAS, the County Administrator has recommended to the Board of Commissioners the rates for sewer charges deemed necessary under Section 30-96 of the Unified Government Code, as reflected in the attached Regulation (Exhibit A);

WHEREAS, the governing body desires to establish the rates for sewer service charges by adopting the attached Regulation.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSION OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS:

Section 1. That it hereby adopts the attached Regulation increasing sewer service charges by one percent for 2026, and by seven percent for 2027, upon the effective date of this Ordinance, and directs that this Ordinance and the attached Regulation be published in the official newspaper of the Unified Government.

Section 2. That any resolutions, ordinances, and regulations previously adopted pursuant to Section 30-96 establishing sewer service charges be and the same are hereby repealed upon the effective date of this Ordinance.

Section 3. This ordinance shall take effect and be in full force from and after its passage, approval, and publication in the official Unified Government newspaper.

**ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED
GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, THIS _____ DAY
OF _____ 2026.**

Christal E. Watson, Mayor/CEO

Attest:

Monica Sparks
Unified Government Clerk

Approved as to form:

Angela J. Lawson
Acting Chief Counsel



EXHIBIT A
REGULATION ESTABLISHING RATES
FOR SEWER SERVICE CHARGES

Adopted Pursuant to Section 30-96 of the Code of the Unified Government of
Wyandotte County/Kansas City, Kansas

WATER POLLUTION ABATEMENT RATE STRUCTURE

The rate structure is as follows:

	RATE YEAR	CURRENT	1% INCREASE	7% INCREASE
	EFFECTIVE DATE	2026 RATES	2026 AMENDED	2027 RATES
		1/1/2026	6/1/2026	1/1/2027
Monthly Base Charge (all BPU Classes)		\$26.45	\$26.71	\$28.58
Unit Charges (per 100 cubic feet)				
Class IA (BPU Classes 080 & 080A)		\$5.97	\$6.03	\$6.45
Class IB (BPU Class 081)		\$5.97	\$6.03	\$6.45
Class III (BPU Classes 083 & 086)		\$5.97	\$6.03	\$6.45
Class II (BPU Class 090-Food Establishment)		\$8.04	\$8.12	\$8.20
Surcharge for Excess Loading (Per Pound)				
TSS above 250 mg/l		\$0.47	\$0.47	\$0.51
COD above 375 mg/l		\$0.35	\$0.35	\$0.38
O&G above 30 mg/l		\$0.16	\$0.17	\$0.18



Report to Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
	<div data-bbox="586 386 1036 478">Jeffrey Conway, Assistant Counsel</div> <div data-bbox="586 478 1036 571">Shelley Kneuvean, Chief Financial Officer</div> <div data-bbox="586 571 1036 663">Troy Shaw, County Engineer/ Director of Public Works</div> <div data-bbox="586 709 1036 856">jconway@wycokck.org, skneuvean@wycokck.org, tshaw@wycokck.org x5075, x5849, x5416</div>	Finance
AGENDA ITEM #7.11.		
ORDINANCE: 2027 STORM WATER FEE (ADDED PER AGENDA UPDATE)		
BACKGROUND		
Establishing the 2027 Storm Water Fees per Mayor and Commission direction at the May 7, 2026 commission meeting.		
RECOMMENDATION		
<p>Approve</p> <p>Move to adopt ordinance</p>		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
LEGAL/ POLICY CONSIDERATIONS		
Ordinance prepared by UG Legal Department.		
ATTACHMENTS		
2027 Storm Water Utility Fee Ordinance		

Approved by Mayor/Administrator to add to agenda.

(Published _____)

ORDINANCE NO. O- _____-26

AN ORDINANCE SETTING THE STORM WATER UTILITY FEE FOR 2026 AND 2027, PROVIDING AN EFFECTIVE DATE, AND REPEALING A PREVIOUS ORDINANCE

WHEREAS, section 30-329(a) of the Code of Ordinances of the Unified Government of Wyandotte County/Kansas City, Kansas authorized the establishment of Storm Water Utility Fee to be paid by each owner of single-family residential property and each owner of non-residential property in the City Service Area;

WHEREAS, section 30-329(c) of the Code requires the County Administrator to each year recommend to the Unified Government Board of Commissioners the monthly base charge and the monthly impervious area rate, and the County Administrator has recommended rates as set forth herein based upon input from City staff;

WHEREAS, section 30-329(c) of the Code also requires the board of commissioners to establish by ordinance the monthly base charge and the monthly impervious area rate to ensure that the sewer system generates adequate annual revenues to pay the annual costs of operation and maintenance, including replacement of the unified government's sewer system, to satisfy costs associated with any obligations and to provide for costs associated with the unified government capital improvement plan and the expenses of the annual operation;

WHEREAS, the Board of Commissioners has evaluated the recommendations and has determined that the fees set forth herein below are reasonable and necessary and are in accordance with the provisions of Charter Ordinance No. CO-04-08; and

WHEREAS, the Board of Commissioners have determined it to be appropriate to implement the Storm Water Utility Fee set forth herein as of the effective date of this Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS:

Section 1. Storm Water Utility Fee Established. Each and every property in the City Service Area shall be assessed a monthly Storm Water Utility Fee as per the provisions of this ordinance.

Section 2. Each and every property owner within the City Service Area shall pay the established monthly Storm Water Utility Fee on and after the effective date of this Ordinance, according to the schedule below.

	2026	2027
Monthly Base Charge	\$5.41	\$5.46
Monthly Impervious Area Rate per 500 square feet	\$0.88	\$1.04

Section 3. Each and every property owner shall pay a Storm Water Utility Fee that is calculated as the sum of a Monthly Base Charge and a Monthly Impervious Area Charge. Each and every property's Impervious Area shall be measured in square feet. The Monthly Impervious Area Charge shall be determined by multiplying every five hundred square feet of Impervious Area by the impervious area rate.

Section 4. The rates for 2026 shall be effective upon the effective date of this Ordinance, and the rates for 2027 shall be effective January 1, 2027.

Section 5. The Unified Government, the Mayor, the County Administrator and the Unified Government's other officers, agents, and employees are hereby authorized and directed to take such further action, and execute such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 6. That original Ordinance No. O-158-22 be and the same is hereby repealed upon the effective date of this Ordinance.

Section 7. This ordinance shall take effect and be in full force from and after its passage, approval, and publication in the official Unified Government newspaper.

ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, THIS _____ DAY OF _____, 2026.

Christal E. Watson, Mayor/CEO

ATTEST:

Monica Sparks, Unified Government Clerk

Approved as to form:

Angela J. Lawson, Acting Chief Counsel



Report to Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
	<div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;">Jennifer Tarwater, Deputy Director</div> jtarwater@wycokck.gov x6366	Emergency Management
AGENDA ITEM #10.1.		
RESOLUTION: COUNTY DECLARATION FOR WORLD CUP		
BACKGROUND		
<p>UG to pursue a preemptive Disaster Declaration for World Cup. A declaration declaring a state of emergency:</p> <p>Code section regarding requesting a state of emergency:</p> <ul style="list-style-type: none"> • Sec. 923. - Request for state of emergency. <p>The mayor or presiding officer shall have the authority to request a state of emergency whenever such declaration is in the interest of the unified government and essential in connection with the passage of an appropriate ordinance or other action of the commission. Such request shall be made in writing and approved by the commission.</p>		
RECOMMENDATION		
Approve		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
LEGAL/ POLICY CONSIDERATIONS		
ATTACHMENTS		
Local Disaster Emergency Declaration 2026		

Approved by Mayor/Administrator to add to agenda.

RESOLUTION NO. R-____-26

A RESOLUTION DECLARING A STATE OF LOCAL DISASTER EMERGENCY FOR THE COUNTY OF WYANDOTTE, KANSAS, FOR THE PERIOD OF JUNE 1, 2026, THROUGH JULY 20, 2026, TO CORRESPOND WITH THE FIFA WORLD CUP TOURNAMENT.

WHEREAS, pursuant to the Kansas Emergency Management Act, K.S.A. 48-901 *et seq.*, including K.S.A. 48-932, the mayor or presiding officer shall have the authority to request a state of emergency whenever such declaration is in the interest of the unified government and essential in connection with the passage of an appropriate resolution of the governing body, and such request is to be made in writing and approved by the governing body;

WHEREAS, the Board of Commissioners of the Unified Government of Wyandotte County/Kansas City, Kansas is responsible for ensuring the public health, safety, and welfare of its residents;

WHEREAS, Wyandotte County has been selected as a base camp location for an international team participating in the FIFA World Cup tournament, resulting in a significant, temporary increase in population, international presence, media attention, and critical infrastructure demands;

WHEREAS, this event presents heightened risks and operational demands related to:

- Public safety and security coordination;
- Transportation system impacts and traffic management;
- Housing and lodging capacity constraints;
- Critical infrastructure protection;
- Emergency medical services and healthcare system readiness; and
- Increased potential for planned and unplanned incidents requiring multi-agency response;

WHEREAS, the complexity and scale of this international event require enhanced coordination among local, state, and federal partners, including but not limited to: law enforcement; fire services; emergency medical services; public health; public works; and emergency management agencies;

WHEREAS, activation of the Wyandotte County Emergency Operations Center (EOC) at varying levels throughout the duration of the event is necessary to:

- Maintain situational awareness for elected officials and stakeholders;
- Coordinate interagency communication and information sharing;
- Support operational decision-making;

- Facilitate resource requests and deployment; and
- Ensure timely response to incidents and emerging threats; and

WHEREAS, the conditions associated with hosting this event may exceed the capacity of local resources alone and may require supplemental assistance from the Kansas Division of Emergency Management (KDEM) and other state and federal agencies.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, AS FOLLOWS:

Section 1. That the Board of Commissioners of the Unified Government of Wyandotte County/Kansas City, Kansas hereby declares that a State of Local Disaster Emergency exists within Wyandotte County, effective June 1, 2026, and continues until July 20, 2026, or until such time as this declaration is rescinded.

Section 2. That this declaration authorizes the use of all available county resources and the activation of emergency response and recovery aspects of all applicable local emergency operations plans.

Section 3. That this declaration authorizes the County Emergency Management Director to:

- Activate and manage the Emergency Operations Center;
- Coordinate with municipal, county, state, and federal agencies;
- Request mutual aid and state assistance through KDEM;
- Procure necessary goods and services in accordance with applicable emergency authorities; and
- Implement protective measures necessary to ensure public safety.

Section 4. That the Clerk shall promptly file this declaration with the Kansas Division of Emergency Management and disseminated to appropriate agencies and the public.

Section 5. That the Mayor/CEO, the County Administrator, and other officers, agents, and employees of the Unified Government are hereby further authorized and directed to take such further action as may be appropriate or desirable to accomplish the purpose of this Resolution.

Section 6. This Resolution shall take effect and be in full force immediately upon its adoption by the governing body of the Unified Government and publication in the official newspaper.

[This area intentionally left blank. Signature page to follow.]

**ADOPTED BY THE BOARD OF COMMISSIONERS OF THE
UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY,
KANSAS, THIS _____ DAY OF MAY, 2026.**

Christal E. Watson, Mayor/CEO

Attest:

Monica Sparks, Unified Government Clerk

Approved as to Form:

Angela J. Lawson, Acting Chief Counsel



Report to Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
	<div data-bbox="586 386 1036 478" style="border: 1px solid black; padding: 2px;">Shelley Kneuvean, Chief Financial Officer</div> <div data-bbox="586 478 1036 571" style="border: 1px solid black; padding: 2px;">Jeffrey Conway, Assistant Counsel</div> <div data-bbox="586 571 1036 663" style="border: 1px solid black; padding: 2px;">Troy Shaw, County Engineer/ Director of Public Works</div> <p data-bbox="586 709 922 852">skneuvean@wycokck.org, jconway@wycokck.org, tshaw@wycokck.org x5849, x5075, x5416</p>	Finance
AGENDA ITEM #10.2.		
ORDINANCE: 2027 SOLID WASTE FEE (ADDED PER AGENDA UPDATE)		
BACKGROUND		
An ordinance establishing the solid waste fee approved by the Mayor and Commission on May 7, 2026.		
RECOMMENDATION		
<p data-bbox="107 1178 220 1209">Approve</p> <p data-bbox="107 1251 456 1283">Move to approve ordinance</p>		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
LEGAL/ POLICY CONSIDERATIONS		
Ordinance prepared by UG Legal Department		
ATTACHMENTS		
2027 Solid Waste Fee Ordinance (3)		

Approved by Mayor/Administrator to add to agenda.

(Published _____)

ORDINANCE NO. O-____-26

AN ORDINANCE relating to the monthly fee on residential units in the City of Kansas City, Kansas, to fund the Unified Government's solid waste services; authorizing certain fees for solid waste services at public events for persons residing outside of Kansas City, Kansas; amending sections 31-17 and 31-18 of the Unified Government of Wyandotte County/Kansas City, Kansas Code; and repealing original sections 31-17 and 31-18.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS:

Section 1. That Section 31-17 of the Unified Government of Wyandotte County/Kansas City, Kansas Code be and the same is hereby amended to read as follows:

Sec. 31-17. Service Fee.

(a) *Purpose and authority.* The solid waste services fee levied by this article has the purpose of paying for the service of collection and disposal of solid waste, of paying the cost of a residential recycling program, and of raising revenue to fund the solid waste collection and disposal costs of the unified government. The revenue collected shall be used to pay for all costs relating to solid waste services ~~including including~~, without ~~limitation limitation~~, the unified government contract for the collection and disposal of residential and municipal solid waste, ~~household hazardous~~ household hazardous waste, any curbside recycling programs, community waste collection and clean-up programs, collection and disposal of street ~~sweepings~~ sweepings, and all trash and debris collected by the unified government departments, and the Solid Waste Environmental Liability Fund created by Ordinance No. 65837. The unified government's authority to levy the fee is derived from article 12, section 5(b) of the Kansas Constitution and K.S.A. §§ 12-137 and 12-138.

(b) *Levy and payment of fee and effective date.*

1) Effective January 1, 2015, a monthly solid waste fee in the amount of \$15.40 is hereby levied on all single-family residences and all residential units in buildings containing not more than four dwelling units in the City.

- 2) Effective January 1, 2020, a monthly solid waste fee in the amount of \$15.65 is hereby levied on all single-family residences and all residential units in buildings containing not more than four dwelling units in the City.
- 3) Effective January 1, 2021, a monthly solid waste fee in the amount of \$16.00 is hereby levied on all single-family residences and all residential units in buildings containing not more than four dwelling units in the City.
- 4) Effective January 1, 2022, a monthly solid waste fee in the amount of \$16.25 is hereby levied on all single-family residences and all residential units in buildings containing not more than four dwelling units in the City.
- 5) Effective January 1, 2023, a monthly solid waste fee in the amount of \$17.00 is hereby levied on all single-family residences and all residential units in buildings containing not more than four dwelling units in the City.
- 6) Effective January 1, 2024, a monthly solid waste fee in the amount of \$17.94 is hereby levied on all single-family residences and all residential units in buildings containing not more than four dwelling units in the City.
- 7) Effective January 1, 2025, a monthly solid waste fee in the amount of \$19.01 is hereby levied on all single-family residences and all residential units in buildings containing not more than four dwelling units in the City.
- 8) Effective January 1, 2026, a monthly solid waste fee in the amount of ~~\$20.14~~ \$20.15 is hereby levied on all single-family residences and all residential units in buildings containing not more than four dwelling units in the City.
- 9) Effective January 1, 2027, a monthly solid waste fee in the amount of \$21.35 is hereby levied on all single-family residences and all residential units in buildings containing not more than four dwelling units in the City.

~~(9)~~(c) The fee shall be billed and collected through the administrative departments of the Board of Public Utilities of the Unified Government and the Board of Public Utilities may discontinue water services to premises for which the fee has not been paid.

~~(10)~~(d) The solid waste fee shall be a debt due to the Unified Government. If the debt is not paid on the due date, it shall be deemed delinquent and may be recovered by initiating the necessary civil action in the name of the Unified Government against the property owner or the occupant of the premises.

(e) A person who resides in Wyandotte County but who resides outside of Kansas City, Kansas, shall be required to pay a fee for each visit to a solid waste public event that is hosted by the unified government, such fee calculated to compensate the unified government for the actual

costs of providing such solid waste services, unless there is a prior written agreement with another city to provide such funding for those services.

~~(e)~~(f) Appeals.

(1) Any person required to pay the fee may appeal the payment. The notice of appeal shall be in writing, filed with the unified government clerk, and state with particularity the decision being appealed; the grounds for the appeal; and the specific relief sought. The decision of the county administrator shall be final.

(2) The filing of an appeal or other legal challenge with a court of competent jurisdiction shall not stay the imposition, calculation or collection of the fee.

~~(d)~~(g) Annual adjustment to solid waste services fee. The solid waste services fee may be adjusted by the unified government commission on an annual basis based upon changes to program costs and inflationary costs related thereto.

Section 2. That Section 31-18 of the Unified Government of Wyandotte County/Kansas City, Kansas Code be and the same is hereby amended to read as follows:

Sec. 31-18. - Solid waste services fund.

The solid waste services fees collected by the unified government shall be paid into an enterprise fund which is hereby created, to be known as the "solid waste services fund." Such fund shall be used for the purpose of ~~pay~~ paying for all costs relating to solid waste services including, without limitation, the unified government contract for the collection and disposal of residential and municipal solid waste, household ~~hazard~~ hazardous waste, any curbside recycling programs, community waste collection and clean-up programs, collection and disposal of street sweepings and all trash and debris collected by the ~~street department and the park and recreation department~~ unified government departments, and the Solid Waste Environmental Liability Fund created by Ordinance No. 65837.

Section 3. That said original Sections 31-17 and 31-18 of the Unified Government of Wyandotte County/Kansas City, Kansas Code be and the same are hereby repealed.

Section 4. This Ordinance shall become effective after its passage, approval, and publication in the official Unified Government newspaper.

ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, THIS _____ DAY OF _____ 2026.

Christal E. Watson, Mayor/CEO

Attest:

Monica Sparks, Unified Government Clerk

Approved as to Form:

Angela J. Lawson, Acting Chief Counsel



Report to Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
	<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;">Shelley Kneuvean, Chief Financial Officer</div> skneuvean@wycokck.org x5849	Finance
AGENDA ITEM #10.3.		
RESOLUTION: AMENDING THE 2026-2030 CIP; AUTHORIZING VARIOUS PUBLIC IMPROVEMENTS AND AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS TO FINANCE A PORTION OF THE COSTS OF SUCH IMPROVEMENTS (ADDED PER AGENDA UPDATE)		
BACKGROUND		
<p>AMENDING THE 2026-2030 CIP; AUTHORIZING VARIOUS PUBLIC IMPROVEMENTS AND AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS TO FINANCE A PORTION OF THE COSTS OF SUCH IMPROVEMENTS.</p> <p>Project Resolution, Bond Ordinance & Bond Resolution for Sanitary Sewer Projects for the 2026B Series of General Obligaion Bonds In support of the sanitary sewer rates approved by the Mayor and Commission at the May 7, 2026 meeting, the following authorizes specific sanitary sewer projects by Resolution and Ordinance and authorizes the Unified Government to proceed with issuing general obligation debt for said projects.</p>		
RECOMMENDATION		
<p>Approve</p> <p>Move to adopt Resolution for Project Authorizations</p>		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
<p>The annual debt service has been incorporated into the rate model funded by the rates approved by the Mayor and Commission.</p>		
LEGAL/ POLICY CONSIDERATIONS		
<p>Materials prepared by bond counsel Gillmore & Bell.</p>		
ATTACHMENTS		
<p>Resolution - Project Authorization - GO 2026-B (UG), Exhibit A 2026B Project Authorizations Descriptions, Exhibit B - CIP Amendment</p>		

Approved by Mayor/Administrator to add to agenda.

RESOLUTION NO. R-__-26

A RESOLUTION AMENDING THE 2026-2030 CIP; AUTHORIZING VARIOUS PUBLIC IMPROVEMENTS AND AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS TO FINANCE A PORTION OF THE COSTS OF SUCH IMPROVEMENTS.

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the “Unified Government”), successor to the City of Kansas City, Kansas, is a duly organized and existing municipal corporation under the laws of the State of Kansas, is a consolidated city-county having all the powers, functions and duties of a county and of a city of the first class; and

WHEREAS, pursuant to Ordinance No. O--2, the Unified Government has previously approved the 2026-2030 Capital Improvement Program (as may be amended, the “2026-2030 CIP”); and

WHEREAS, Charter Ordinance No. CO-03-09 was previously approved by the Unified Government, acting as a city of the first class and pursuant to Article 12, Section 5 of the Constitution of the State of Kansas (the “Home Rule Amendment”), and such Charter Ordinance authorizes the governing body of the Unified Government to make the following improvements and to issue its general obligation bonds and/or temporary notes to finance the costs of such improvements:

Bridge, viaduct, street, sidewalk or pedestrian way improvements, airport, public building or structure, parking improvement, or other public utility or works, including any appurtenances related thereto and the land necessary therefor, for lands for public parks and recreation facilities, including golf courses, stadiums and community centers, and developing and making improvements to the same, within or without the city, for the establishment, development and construction of crematories, desiccating or reduction works, including any appurtenances related thereto and the land necessary therefor, within or without the city, or for the improvement, repair or extension of any waterworks, sanitary sewer facilities, sewage treatment or disposal plant, sewerage system storm water improvement, electric light plant, crematory, desiccating or reduction works or other public utility plant or works owned by the city, and for the purpose of rebuilding, adding to or extending the same or acquiring land necessary therefor from time to time, as the necessities of the city may require, or for the acquisition of equipment, vehicles and other personal property to be used in relation to any of the improvements authorized herein; and

WHEREAS, the Unified Government now seeks to: (1) amend the 2026-2030 CIP as further described herein; and (2) authorize certain improvements and the issuance of general obligation bonds to finance the costs of such improvements, all as set forth in **Exhibit A** attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, AS FOLLOWS:

Section 1. Amendment of 2026-2030 CIP. The governing body of the Unified Government hereby amends the 2026-2030 CIP to include all of the projects as set forth in **Exhibit B** attached hereto.

Section 2. Approval of the Projects. The governing body of the Unified Government hereby authorizes and orders the construction of the improvements described in **Exhibit A** attached hereto.

Section 3. Issuance of General Obligation Bonds. Pursuant to Charter Ordinance CO-03-09 and the Home Rule Amendment, the governing body of the Unified Government hereby authorizes the

issuance of general obligation bonds to fund the improvements authorized in Section 1 of this Resolution. Such general obligation bonds may be issued in the maximum principal amounts set forth in **Exhibit A** attached hereto. The Unified Government expects to make expenditures prior to the issuance of such general obligation bonds, and any such tax-exempt general obligation bonds issued under the authority of this Resolution may be used to reimburse expenditures made on or after the date that is 60 days before the date of passage of this Resolution pursuant to U.S. Treasury Regulation §1.150-2.

Section 4. Further Authority. The Mayor/CEO, Unified Government Clerk, County Administrator, acting Unified Government Chief Financial Officer, and acting Unified Government Chief Counsel and other appropriate officers and agents of the Unified Government are hereby authorized and directed to take such action, expend such funds and execute such documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 5. Effective Date. This Resolution shall be in full force and effect following its adoption by the governing body of the Unified Government.

ADOPTED by the governing body of the Unified Government of Wyandotte County/Kansas City, Kansas, and **APPROVED AND SIGNED** by the Mayor/CEO this 21st day of May, 2026.

**UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY,
KANSAS**

By: _____
Christal Watson,
Mayor/Chief Executive Officer

(SEAL)

ATTEST:

Monica Sparks,
Unified Government Clerk

Approved as to Form:

Unified Government Legal Department

EXHIBIT A
PROJECT AUTHORIZATIONS

EXHIBIT B
2026-2030 CIP AMENDMENT

Annual Alley Improvement Program**CMIP #:** PRG00014*New Project***Annual CMIP#:** 941-1226**Statutory Authority:** Charter Ordinance CO-03-09**Prior Authorization Approved:** None**Prior Authorization Amount Approved*:** NONE**New Authorization Amount*:** \$400,000**plus capitalized interest on any temporary financing and costs of issuance***Project Description:**

Annual project that will involve the milling, concrete pouring, asphalt overlay, resurfacing, utility cover adjustments, pavement marking, traffic control modifications, Americans With Disabilities Act compliant street to sidewalk access, including any appurtenances related thereto, any necessary land acquisitions, and associated engineering, design, inspection, removal, replacement, and construction costs associated with the replacement or repair of alleyways adjacent to some but not all locations below:

North South Alleys between the North/South Streets of 13th Street to 19th Street, and the East/West Streets of Tauromee Avenue and Orville Avenue.

Annual Bridge Repair**CMIP #:** PRG00019*New Project***Annual CMIP#:** 942-0126**Statutory Authority:** Charter Ordinance CO-03-09**Prior Authorization Approved:** None**Prior Authorization Amount Approved*:** NONE**New Authorization Amount*:** \$600,000**plus capitalized interest on any temporary financing and costs of issuance***Project Description:**

Project would include the removal and replacement of the existing box culvert structure (identified as #127) located near the intersection of Sortor Drive and Emmons Drive. Removal and replacement of project items to include asphalt surface, flow able fill material, and concrete base material, concrete box culvert, grading, tree clearing, and guardrail protection. All work includes necessary traffic control and detour signing, and utility adjustments, necessary to accommodate the improvements as well as all necessary engineering, design, inspection, and all necessary appurtenances and related construction.

Annual City Elevator Upgrades**CMIP #:** PRG00219*New Project***Annual CMIP#:** 948-0126**Statutory Authority:** Charter Ordinance CO-03-09**Prior Authorization Approved:** None**Prior Authorization Amount Approved*:** NONE**New Authorization Amount*:** \$600,000**plus capitalized interest on any temporary financing and costs of issuance*

Project Description:

Project will include engineering and design necessary to upgrade, maintain, repair and improve escalators and/or elevators at locations to be determined to ensure compliance with City, State, and Federal Codes and Regulations, including Americans with Disabilities Act Mandates. The scope for work will include but is not limited to the repair and replacement of drives, brakes, hoist cables, sheave brakes, governor, motor controls, and other associated Mechanical and Control Equipment. Other interior work could include but not be limited to interior lighting, panels, flooring, railings of the Cab. The elevator may receive new Operational Systems installed with new push-button automated operations and controls.

Locations:

City Hall, Police Headquarters, Annex, Memorial Hall, Reardon Center, Parking Lot A, Parking Lot C, Parking Lot D.

Annual Concrete Repair Program

CMIP #: PRG00017

New Project

Annual CMIP#: 941-0326

Statutory Authority: Charter Ordinance CO-03-09

Prior Authorization Approved: None

Prior Authorization Amount Approved*: NONE

New Authorization Amount*: \$450,000

**plus capitalized interest on any temporary financing and costs of issuance*

Project Description:

Annual project that will involve, but is not limited to, the removal and replacement of concrete roadway elements such as curb and gutter, sidewalk, curb access ramps, or concrete roadway panels, including any appurtenances related thereto, any necessary land acquisitions, and associated engineering, design, inspection, removal, replacement, and construction costs within the following locations:

Hunters Glenn/Stony Point North Neighborhood:

Bordered by State Avenue on the North,
Tauomee Avenue on the South,
N. 80th Terrace on the East,
N. 82nd Terrace on the West,

Including the East/West Streets of Minnesota Avenue and Barnett Avenue along with the North/South Streets of N. 80th Terrace, N. 80th Place, N. 81st Terrace, N. 82nd Street, and N. 82nd Terrace.

Annual Facilities/Parking Maintenance & Repair

CMIP #: PRG00020

New Project

Annual CMIP#: 948-0226

Statutory Authority: Charter Ordinance CO-03-09

Prior Authorization Approved: NONE

Prior Authorization Amount Approved*: NONE

New Authorization Amount*: \$700,000

**plus capitalized interest on any temporary financing and costs of issuance*

Project Description:

This project will provide for but not limited to all: MEP, Engineering, Design, Inspection, Construction or any other related matters concerning Site and Structure Aesthetic, Integrity, Functionality, Safety or other related issues for one or more of the following Unified Government Parking Garages and Surface Lots. Work will include but not be limited to: MEP, Structural Needs, Concrete Surface, Deck Repair/Replacement, Painting, Signage, ADA Needs or other issues related to general site & structure functionality and Customer Experience. Construction work shall also include but not be excluded to any and all elements having to do with Garage Security such as Fencing, Gate/Door Apparatuses including any associated Controlling Equipment, Lighting, Signage and other upgrades, including Surface Coatings/Treatments, Canopy Work and/or Signage.

Surface Lots: Downtown

Lot #3 - Located on South Side of Barnett Avenue, between 6th & 7th St. Streets

Lot #5 - Located at 530 Armstrong Avenue

Lot #6 - Located on the North Side of Armstrong Ave., between 5th & 6th Streets

Lot E - Located between Barnett and Ann Ave.'s and 6th & 7th Streets.

Downtown Parking Garages:

Parking Garage A - Located on the North Side of State Avenue, between 7th & 8th Streets

Parking Garage C - Located on North Side of Armstrong, between 7th & 8th Streets

Parking Garage D - Located between Ann and Barnett Avenues, between 7th & 8th Streets

E Reserve - Located between Ann and Barnett Avenues, between 6th & 7th Streets

VIP Lot F - Located between Ann and Barnett Avenues between 6th & 7th Streets

Annual Neighborhood ADA Pedestrian Handicapped Ramps

CMIP #: PRG00258

New Project

Annual CMIP#: 941-0826

Statutory Authority: Charter Ordinance CO-03-09

Prior Authorization Approved: None

Prior Authorization Amount Approved*: NONE

New Authorization Amount*: \$500,000

**plus capitalized interest on any temporary financing and costs of issuance*

Project Description:

Removal and replacement of curbs and sidewalks with curbs, sidewalks and ramps to provide street to sidewalk access with complies with the Americans With Disabilities Act. Project elements including concrete pouring, resurfacing, utility cover adjustments, and associated construction costs, including any appurtenances related thereto, and necessary land acquisitions, engineering, design' at the following locations within the City of Kansas City, Kansas:

In the area bounded by Central Avenue on the North, Pacific Avenue on the South, N. 10th Street on the East, and N. 13th Street on the West, including;

East/West Streets of Ridge Avenue, Sumner Avenue, Lowell Avenue, and Bunker Avenue

And

North/South Streets of Baltimore Avenue, S, 11th Street, S. Bethany Street, S. 12th Street, S. Valley Street, and S. 13th Street.

Annual Priority Traffic Signal Replacements**CMIP #:** PRG00155*New Project***Annual CMIP#:** 943-0126**Statutory Authority:** Charter Ordinance CO-03-09**Prior Authorization Approved:** None**Prior Authorization Amount Approved*:** NONE**New Authorization Amount*:** \$1,600,000**plus capitalized interest on any temporary financing and costs of issuance***Project Description:**

Possible elements could include the removal, replacement, or installation of traffic signals, removal and replacement of pavement marking patterns, installation or modification of traffic controller computer cabinets or equipment, pavement reconditioning, installation or modification of American with Disabilities Act accessible ramp and push buttons, or any appurtenances related to, any necessary land acquisitions, and associated engineering, design, inspection, removal, replacement, and construction costs along the above mentioned corridor.

Matching funds to State Ave Corridor traffic improvements from 94th St to I-435 and intersection improvements at 99th and Parallel Parkway

Additional funds are coming from Development Agreements to address the signal/ intersection at 99th and Parallel

Additional funds come from Development Agreements to address the signal at 95th and State and the need for a signal at 98th and State

Additional funds for 98th and State intersection will also be coming from KDOT as they look at their interchange improvements at I-435 and State Ave.

Bridge #260, K5 & 107th St, Replacement**CMIP #:** PRJ-010160*New Project***Statutory Authority:** Charter Ordinance CO-03-09**Prior Authorization Approved:** None**Prior Authorization Amount Approved*:** NONE**New Authorization Amount*:** \$600,000**plus capitalized interest on any temporary financing and costs of issuance***Project Description:**

Project would include the removal and replacement of the existing box culvert structure (identified as #260) located approx. 200ft south of the intersection of Kansas Highway 5 and N. 107th Street. Removal and replacement of project items to include asphalt surface, flow able fill material, and concrete base material, concrete box culvert, grading, tree clearing, and guardrail protection. All work includes necessary traffic control and detour signing, and utility adjustments, necessary to accommodate the improvements as well as all necessary engineering, design, inspection, and all necessary appurtenances and related construction.

Bridge #282, Holiday Drive, Replacement**CMIP #:** PRJ-010159

New Project

Statutory Authority: Charter Ordinance CO-03-09

Prior Authorization Approved: None

Prior Authorization Amount Approved*: NONE

New Authorization Amount*: \$700,000

**plus capitalized interest on any temporary financing and costs of issuance*

Project Description:

Project will include the removal and replacement an existing box culvert structure (identified as #282) with safety and capacity concerns located along Holiday Drive near the entrance to the Water One facility located on Woodend Drive. Project will also include any appurtenances related thereto any necessary land acquisitions, and associated engineering, design, inspection, removal, replacement, and construction costs.

Bridge #317 (Storm) 126th & Polfer Replacement

CMIP #:

PRJ-010154

New Project

Statutory Authority: Charter Ordinance CO-03-09

Prior Authorization Approved: None

Prior Authorization Amount Approved*: NONE

New Authorization Amount*: \$850,000

**plus capitalized interest on any temporary financing and costs of issuance*

Project Description:

Project will include the removal and replacement an existing box culvert structure (identified as #317) with safety concerns located on Polfer Road near the address of 12600 Polfer Road. Project will also include any appurtenances related thereto any necessary land acquisitions, and associated engineering, design, inspection, removal, replacement, and construction costs.

Fire Station Replacement

CMIP #:

PRJ8085

Amount Amended

Statutory Authority: Charter Ordinance CO-03-09

Prior Authorization Approved: O-124-21

Prior Authorization Amount Approved*: \$6,300,000

New Authorization Amount*: \$19,679,352

**plus capitalized interest on any temporary financing and costs of issuance*

Project Description:

Design, engineering, construction, repair, and improvements to (1) a new Fire Department Station that will replace Fire Station 20 which is located at 78th and Kansas, and (2) other existing Fire Department facilities.

KCKPD West Patrol Station

CMIP #:

PRJ-010043

Amount Amended, Description Amended

Statutory Authority: Charter Ordinance CO-03-09

Prior Authorization Approved: O-133-23/R-65-23

Prior Authorization Amount Approved*: \$10,000,000

New Authorization Amount*: \$10,500,000

**plus capitalized interest on any temporary financing and costs of issuance*

Project Description:

This project involves new construction and/or upgrades to existing structures as needed to provide the KCK PD with an acceptable structure(s), complex or campus to serve as their West Patrol Division generally located at a location to be determined in the northwestern area of the Wyandotte County. This project might also make provision for SOU, Traffic Enforcement Unit and/or other Policing Divisions, in a potential effort of combining services or needs associated with Policing Activities for the purpose of consolidation and the increasing of effectiveness and efficiencies as needed. Items will include but not be limited to, Land Acquisition, Architectural Design, Engineering Services and General Construction which might include but not be limited to all products or materials related to New Building(s) Construction or Existing Structure Development such as: General Construction Techniques, Materials, all MEP, HVAC, Data Networking and Communication Systems & Equipment, Furnishings & Equipment, Etc., to provide for a fully functional, turnkey campus including Offices, Meeting Spaces, Restrooms, Storage, Garage Space, Site Work or any other spaces, workings, structure, furnishings or equipment needed to serve in a capacity suitable for a Police Division located within our community.

Salt Dome Expansion Project - Fleet Center

CMIP #:

PRJ-010180

New Project

Statutory Authority: Charter Ordinance CO-03-09

Prior Authorization Approved: None

Prior Authorization Amount Approved*: NONE

New Authorization Amount*: \$1,000,000

**plus capitalized interest on any temporary financing and costs of issuance*

Project Description:

This project involves the demolition, replacement, and expansion of salt storage facilities at two locations in Kansas City, KS The upgrade aims to improve the efficiency, capacity, and environmental compliance of the city's road salt storage and distribution system.

Locations:

5033 State Ave

10546 Donahoo Rd

Kaw Point WWTP Compliance and Safety Improvements

CMIP #:

TBD

New Project

Annual CMIP#:

PRG00230
2026

Statutory Authority: Charter Ordinance CO-03-09

Prior Authorization Approved: None

Prior Authorization Amount Approved*: NONE

New Authorization Amount*: \$31,992,107

**plus capitalized interest on any temporary financing and costs of issuance*

Project Description:

The Work is located at the UG Kaw Point WWTP property, 50 Market Street, Kansas City, Kansas. The Work includes site security improvements; electrical system upgrades; roof improvements; valve replacement and automation; structural and access improvements for the existing digesters; and improvements to the existing return activated sludge (RAS) pumps, secondary clarifiers, and grit system. This work is identified in Appendix B of the Unified Government DRAFT Integrated Overflow Control Plan (September 27, 2016). The Work also includes switch gear replacements; pipe tunnel HVAC and electrical repairs; Dewatering Building HVAC replacement; electrical improvements at the Primary and Final Clarifier Complexes and Oxygen Production Building; motor control center (MCC), substation, and transformer replacements, along with other miscellaneous electrical improvements; improvements to the bar screens; and replacement of the DC chamber valves and the 36" gate valves for the Oxygen Basins. This work is identified in the Kaw Point WWTP Electrical and HVAC Equipment Conceptual Evaluation (Black & Veatch, June 10, 2020); Miscellaneous Metals Inspections: Condition Assessment and Recommendations for Kaw Point WWTP and Miscellaneous Pump Stations (Benesch, July 2019); Roof System Assessments: Condition Assessment and Recommendations for Kaw Point WWTP and Miscellaneous Pump Stations (Benesch, July 2019); and Draft Kaw Point WWTP Hydraulic Evaluation Report (Burns & McDonnell, September 2021).

Plant 20 Sludge Densification and Facility Rehabilitation Project

CMIP #: TBD
Annual CMIP#: PRG00230
2026

New Project

Statutory Authority: Charter Ordinance CO-03-09
Prior Authorization Approved: None
Prior Authorization Amount Approved*: NONE
New Authorization Amount*: \$9,500,000

**plus capitalized interest on any temporary financing and costs of issuance*

Project Description:

The Work is located at the UG Plant 20 property, 2443 S. 88th Street, Kansas City, Kansas. The Work includes design and construction for the replacement of the existing Pista Grit grit removal system, rehabilitation of the existing ultraviolet disinfection process equipment to extend the equipment's useful life; installation of an inDENSE sludge densification/gravimetric selection technology pilot to provide data to support preliminary plant upgrade design; and construction of an overflow wall/weir in the existing screen influent channel to improve operational flexibility and capacity, as identified in the Wastewater Master Plan for Western Wyandotte County - 2025 Update Report (HDR, May 2026). The Work also includes replacement of existing metal components in the Solids Processing Building, Primary Sludge Gravity Thickener, Primary Sludge Holding Tank, Primary Basins, Aeration Basins, Final Sedimentation Distribution Box, and Final Basins that have deteriorated and exceeded their useful life as identified in the Miscellaneous Metals Inspections: Condition Assessment and Recommendations for Kaw Point WWTP and Miscellaneous Pump Stations (Benesch, July 2019) and replacement of building roofs as identified in the Roof System Assessments: Condition Assessment and Recommendations for Kaw Point WWTP and Miscellaneous Pump Stations (Benesch, July 2019). Due to proximity of the aforementioned Work, the Work also includes numerous plumbing, piping, valve, and gate repairs and replacements, as identified by operations and maintenance staff. Rehabilitation is a necessary prerequisite to construct the Plant 20 Treatment Capacity Upgrade (SSO Control Measure identified in the Consent Decree).

Pump Station 6 Repair and Rehabilitation Project

CMIP #: TBD

New Project

Annual CMIP#: PRG00226
2026

Statutory Authority: Charter Ordinance CO-03-09

Prior Authorization Approved: None

Prior Authorization Amount Approved*: NONE

New Authorization Amount*: \$14,000,000

**plus capitalized interest on any temporary financing and costs of issuance*

Project Description:

The Work is located at the UG Pump Station No. 6 property, 8260 Kaw Drive, Kansas City, Kansas. The Work includes replacement of the existing vertical shaft end suction pumps and associated discharge piping and valves, influent screens, and isolation gates; modification to the existing influent junction box; construction of a new junction box; and associated building mechanical, electrical, instrumentation, and control improvements to rehabilitate and replace existing deteriorated assets and prepare the facility for future, necessary flow capacity upgrades. The Work also includes associated site piping improvements and subsurface improvements for structure support and potential floatation prevention. Work is identified in the Wastewater Master Plan for Western Wyandotte County - 2025 Update Report (HDR, May 2026). Rehabilitation is a necessary prerequisite to construct future capacity improvements identified as SSO Control Measures in the Consent Decree.

UNIFIED GOVERNMENT
2026 - 2030 Proposed Capital Improvement Program (CIP)
DEBT FINANCED PROJECTS

Project Type	New	Annual	Dept Priority	Ranking	MSF	CIP	2026	2026 Revised
Other Debt Projects								
Sewer System								
	<input checked="" type="checkbox"/>				<input checked="" type="checkbox"/>	AUTO - 3919 - Future Identified Projects TBD	26,812,000	-
						PRG00230 - Kaw Point WWTP Compliance and Safety Improvements	-	31,992,107
						PRG00230 - Plant 20 Sludge Densification and Facility Rehabilitation Project	-	9,500,000
						PRG00226 - Pump Station 6 Repair and Rehabilitation Project	-	14,000,000
Sewer System Total							26,812,000	55,492,107



Report to Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
	<div style="border: 1px solid black; padding: 5px;">Shelley Kneuvean, Chief Financial Officer</div> skneuvean@wycokck.org x5849	Finance

AGENDA ITEM #10.4.

ORDINANCE: ISSUANCE OF GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2026-B, OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS IN THE TOTAL PRINCIPAL AMOUNT NOT TO EXCEED \$66,955,000 (ADDED PER AGENDA UPDATE)

BACKGROUND

An ordinance authorizing the issuance of general obligation bonds to fund projects approved in the Capital Improvements Plan and Budget for 2026.

CMIP	Project Name	Improvement Fund Deposit*
PRG00014	Annual Alley Improvement Program	\$400,000
PRG00019	Annual Bridge Repair	600,000
PRG00219	Annual City Elevator Upgrades	600,000
PRG00017	Annual Concrete Repair Program	450,000
PRG00020	Annual Facilities/Parking Maintenance & Repair	700,000
PRG00258	Annual Neighborhood ADA Pedestrian Handicapped Ramps	500,000
PRG00155	Annual Priority Traffic Signal Replacements	1,600,000
PRJ-010160	Bridge #260, K5 & 107 th St., Replacement	600,000
PRJ-010159	Bridge #282, Holiday Drive, Replacement	700,000
PRJ-010154	Bridge #317 (Storm) 126 th & Polfer Replacement	850,000
PRJ8085	Fire Station 20 Replacement	1,000,000
PRJ-010043	KCKPD West Patrol Station	1,000,000
PRJ-010180	Salt Dome Expansion Project – Fleet Center	1,000,000
PRG00230	Kaw Point WWTP Compliance and Safety Improvements	31,992,107

PRG00230	Plant 20 Sludge Densification and Facility Rehabilitation	9,500,000
PRG00226	Pump Station 6 Repair and Rehabilitation	<u>14,000,000</u>
	Total	\$65,492,107.00

RECOMMENDATION

Approve

Move to adopt Ordinance to proceed with the issuance of GO Bonds Series 2026B

BUDGET IMPACTS / FINANCIAL CONSIDERATIONS

The annual debt service has been incorporated into the budget, sewer rates, and debt strategy approved by the Mayor and Commission.

LEGAL/ POLICY CONSIDERATIONS

Materials prepared by bond counsel Gillmore & Bell.

ATTACHMENTS

Bond Ordinance - GO 2026-B (UG)

Approved by Mayor/Administrator to add to agenda.

ORDINANCE NO. O-__-26

OF

THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

PASSED

MAY 21, 2026

**GENERAL OBLIGATION IMPROVEMENT BONDS
SERIES 2026-B**

ORDINANCE NO. O-__-26

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2026-B, OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS IN THE TOTAL PRINCIPAL AMOUNT NOT TO EXCEED \$66,955,000; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AND MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS WITH RESPECT THERETO.

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the “Unified Government”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State as a consolidated city-county having all the powers, functions and duties of a county and a city of the first class; and

WHEREAS, pursuant to Charter Ordinance No. CO-03-09 of the Unified Government, and Article 12, Section 5 of the Constitution of the State of Kansas, as amended, and other provisions of the laws of the State of Kansas applicable thereto, by proceedings duly had, the governing body of the Unified Government has authorized the following improvements (collectively, the “Improvements”); and

CMIP	Project Name	Improvement Fund Deposit*
PRG00014	Annual Alley Improvement Program	\$400,000
PRG00019	Annual Bridge Repair	600,000
PRG00219	Annual City Elevator Upgrades	600,000
PRG00017	Annual Concrete Repair Program	450,000
PRG00020	Annual Facilities/Parking Maintenance & Repair	700,000
PRG00258	Annual Neighborhood ADA Pedestrian Handicapped Ramps	500,000
PRG00155	Annual Priority Traffic Signal Replacements	1,600,000
PRJ-010160	Bridge #260, K5 & 107 th St., Replacement	600,000
PRJ-010159	Bridge #282, Holiday Drive, Replacement	700,000
PRJ-010154	Bridge #317 (Storm) 126 th & Polfer Replacement	850,000
PRJ8085	Fire Station 20 Replacement	1,000,000
PRJ-010043	KCKPD West Patrol Station	1,000,000
PRJ-010180	Salt Dome Expansion Project – Fleet Center	1,000,000
PRG00230	Kaw Point WWTP Compliance and Safety Improvements	31,992,107
PRG00230	Plant 20 Sludge Densification and Facility Rehabilitation	9,500,000
PRG00226	Pump Station 6 Repair and Rehabilitation	14,000,000
	Total	\$65,492,107.00

*Excludes costs of issuance and financing costs.

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

WHEREAS, the governing body of the Unified Government shall advertise the sale of the Bonds in accordance with the law and shall authorize the Mayor or the County Administrator, on behalf of the governing body of the Unified Government, to award the sale of such bonds to the lowest bidder on the sale date following receipt of a good faith deposit as required by law; and

WHEREAS, the governing body of the Unified Government hereby finds and determines that it is necessary for the Unified Government to authorize and provide for the issuance of the Bonds in the aggregate principal amount of not to exceed \$66,955,000 to pay, along with other available funds of the Unified Government, the costs of the Improvements and pay costs of issuance; and

WHEREAS, the award of the sale of the Bonds to the lowest bidder shall be contingent upon meeting the limitations set forth in **Exhibit B** to the Resolution, in such principal amount as is necessary to pay the costs of the Improvements and the costs of issuance of the Bonds.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, AS FOLLOWS:

Section 1. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms in this Ordinance shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

“Act” means the Constitution and statutes of the State including K.S.A. 10-101 *et seq.*, K.S.A. 10-620 *et seq.*, Charter Ordinance No. CO-03-09 of the Unified Government, and Article 12, Section 5 of the Constitution of the State of Kansas, all as amended and supplemented from time to time.

“Bond and Interest Fund” means the Bond and Interest Fund of the Unified Government for its general obligation bonds.

“Bond Resolution” means the resolution to be adopted by the governing body of the Unified Government prescribing the terms and details of the Bonds and making covenants with respect thereto.

“Bonds” means the Unified Government’s General Obligation Improvement Bonds, Series 2026-B, dated July 30, 2026, authorized by this Ordinance.

“Clerk” means the duly appointed and/or elected Clerk or, in the Clerk’s absence, the duly appointed Deputy Clerk, Acting Clerk or Interim Clerk of the Unified Government.

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

“Mayor/CEO” means the duly elected and acting Mayor/CEO of the Unified Government or, in the Mayor/CEO’s absence, the duly appointed and/or elected Vice Mayor/CEO or Acting Mayor/CEO of the Unified Government.

“Ordinance” means this Ordinance authorizing the issuance of the Bonds.

“State” means the State of Kansas.

“Substitute Improvements” means the substitute or additional improvements of the Unified Government authorized in the manner set forth in the Bond Resolution.

“Unified Government” means the Unified Government of Wyandotte County/Kansas City, Kansas.

Section 2. Authorization of the Bonds. There shall be issued and hereby are authorized and directed to be issued the General Obligation Improvement Bonds, Series 2026-B, of the Unified Government in the aggregate principal amount of not to exceed \$66,955,000 for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements and (b) pay costs of issuance of the Bonds.

Section 3. Security for the Bonds. The Bonds shall be general obligations of the Unified Government 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 within the territorial limits of the Unified Government, excluding the incorporated areas of Bonner Springs, Edwardsville and Lake Quivira, and excluding the unincorporated area of the Unified Government. The full faith, credit and resources of the Unified Government are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 4. Terms, Details and Conditions of the Bonds. The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Bond Resolution, including the completed Certificate of Final Terms in Exhibit C to the Bond Resolution.

Section 5. Levy and Collection of Annual Tax. The governing body of the Unified Government shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by levying and collecting the necessary taxes upon all of the taxable tangible property within the Unified Government, excluding the incorporated areas of Bonner Springs, Edwardsville and Lake Quivira and excluding the unincorporated area of the Unified Government, in the manner provided by law.

The taxes above referred to shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the general ad valorem taxes of the Unified Government are levied and collected, shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due and the fees and expenses of the Paying Agent. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund.

If at any time said taxes are not collected in time to pay the principal of or interest on the Bonds when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the Unified Government and to reimburse said general funds for money so expended when said taxes are collected.

Section 6. Further Authority. The Mayor/CEO, Clerk and other Unified Government officials are hereby 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 the Ordinance, and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 7. Governing Law. This Ordinance and the Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 8. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the Unified Government, approval by the Mayor/CEO and publication of the Ordinance or a summary thereof in the official Unified Government newspaper.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

PASSED by the governing body of the Unified Government on May 21, 2026 and **APPROVED AND SIGNED** by the Mayor/CEO.

(SEAL)

Christal Watson, Mayor/CEO

ATTEST:

Monica Sparks, Unified Government Clerk

Approved as to form:

Unified Government Legal Department

(PUBLISHED IN THE *WYANDOTTE ECHO* ON _____, 2026)

SUMMARY OF ORDINANCE NO. O-__-26

On May 21, 2026, the governing body of the Unified Government of Wyandotte County/Kansas City, Kansas passed an ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2026-B, OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS IN THE TOTAL PRINCIPAL AMOUNT NOT TO EXCEED \$66,955,000; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AND MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS WITH RESPECT THERETO.

The Series 2026-B Bonds approved by the Ordinance are being issued in the maximum principal amount set forth therein to finance certain improvements in the Unified Government, and constitute general obligations of the Unified Government payable as to both principal and interest, to the extent necessary, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property within the territorial limits of the Unified Government, excluding the incorporated areas of Bonner Springs, Edwardsville and Lake Quivira, and excluding the unincorporated area of the Unified Government. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the Clerk of the Unified Government, 701 N. 7th Street, Kansas City, Kansas. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at <http://public.wycokck.org/sites/ugordinancesresolutions/Pages/default.aspx>.

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: May 21, 2026.

Acting Chief Counsel



Report to Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
	<div data-bbox="581 384 1039 478" style="border: 1px solid black; padding: 5px;"> Shelley Kneuvean, Chief Financial Officer </div> skneuvean@wycokck.org x5849	Finance
AGENDA ITEM #10.5.		
RESOLUTION: AUTHORIZING THE DELIVERY OF GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2026-B, OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT NOT TO EXCEED \$66,955,000 (ADDED PER AGENDA UPDATE)		
BACKGROUND		
Resolution for the General Obligation Bonds Series 2026B in support of the City general fund projects included in the 2026 CIP and Budget to be repaid by the City Bond & Interest Fund, and sanitary sewer projects funded by rates approved by the Mayor and Commission at the May 7, 2026 meeting.		
RECOMMENDATION		
Approve Move to adopt Resolution for GO Bonds 2026B		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
The annual debt service has been included in the debt strategy and 2026 Budget and incorporated into the rate model funded by the rates approved by the Mayor and Commission.		
LEGAL/ POLICY CONSIDERATIONS		
Materials prepared by bond counsel Gilmore & Bell.		
ATTACHMENTS		
Bond Resolution - GO 2026-B (UG)		

Approved by Mayor/Administrator to add to agenda.

RESOLUTION NO. R-__-26

OF

THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

ADOPTED

MAY 21, 2026

**NOT TO EXCEED \$66,955,000
GENERAL OBLIGATION IMPROVEMENT BONDS
SERIES 2026-B**

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RESOLUTION NO. R-__-26

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING THE DELIVERY OF GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2026-B, OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT NOT TO EXCEED \$66,955,000, PREVIOUSLY AUTHORIZED BY AN ORDINANCE OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the “Issuer”) has previously passed the Ordinance authorizing the issuance of the Bonds; and

WHEREAS, the Ordinance authorized the governing body of the Issuer to adopt a resolution prescribing certain details and conditions and to make certain covenants with respect to the issuance of the Bonds; and

WHEREAS, awarding the sale of the Bonds to lowest bidder shall follow receipt by the Issuer of a good faith deposit as required by law, and the issuance of the Bonds shall be contingent upon the parameters set forth in **EXHIBIT B**, in such principal amount as is necessary to pay the costs of the Improvements and the costs of issuance of the Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, AS FOLLOWS:

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Bond Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

“**Act**” means the Constitution and statutes of the State including K.S.A. 10-101 *et seq.*, K.S.A. 10-620 *et seq.*, Charter Ordinance No. CO-03-09 of the Issuer, and Article 12, Section 5 of the Constitution of the State of Kansas all as amended and supplemented from time to time.

“**Authorized Denomination**” means \$5,000 or any integral multiples thereof.

“**Beneficial Owner**” of the Bonds includes any Owner of the Bonds and any other Person who, directly or indirectly has the investment power with respect to such Bonds.

“**Bond and Interest Fund**” means the Bond and Interest Fund of the Issuer for its general obligation bonds.

“Bond Counsel” means the firm of Gilmore & Bell, P.C., or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the Issuer.

“Bond Insurer” means any issuer of a Municipal Bond Insurance Policy, if such an issuer is described on *EXHIBIT C* to this Bond Resolution.

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

“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, and any successors and assigns.

“Bond Resolution” means this resolution relating to the Bonds.

“Bonds” or **“Bond”** means the General Obligation Improvement Bonds, Series 2026-B, authorized and issued by the Issuer pursuant to the Ordinance and this Bond Resolution.

“Business Day” means a day other than a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the Legislature of the State and on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

“Cede & Co.” means Cede & Co., as nominee of DTC and any successor nominee of DTC.

“Certificate of Final Terms” means the Certificate of Final Terms executed and delivered by the Mayor/CEO or County Administrator as authorized pursuant to *Section 213* hereof, in substantially the form attached hereto as *EXHIBIT C*.

“Chief Financial Officer” means the duly appointed and acting Chief Financial Officer of the Issuer or, in the Chief Financial Officer’s absence, the duly appointed Deputy, Assistant, or Acting Chief Financial Officer of the Issuer.

“Clerk” means the duly appointed and/or elected Clerk or, in the Clerk’s absence, the duly appointed Deputy Clerk, Acting Clerk or Interim Clerk of the Issuer.

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

“Costs of Issuance” means all costs of issuing the Bonds, including but not limited to all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code, all expenses incurred in connection with receiving ratings on the Bonds, and any premiums or expenses incurred in obtaining municipal bond insurance on the Bonds.

“Dated Date” means July 30, 2026.

“Debt Service Account” means the Debt Service Account for General Obligation Improvement Bonds, Series 2026-B created within the Bond and Interest Fund pursuant to *Section 501* hereof.

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

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

“Defeasance Obligations” means any of the following obligations:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Improvements” means the improvements referred to in the preamble to the Ordinance and any Substitute Improvements.

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

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

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

“Issuer” means the Unified Government and any successors or assigns.

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

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

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

“Municipal Advisor” means Baker Tilly Municipal Advisors, LLC, Saint Paul, Minnesota, the municipal advisor of the Issuer.

“Municipal Bond Insurance Policy” means, 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 as described on *EXHIBIT C* to this Resolution.

“Notice Address” means with respect to the following entities:

(a) To the Issuer at:

Unified Government of Wyandotte County/Kansas City, Kansas
Attn: Clerk
701 N. 7th Street, Suite 323
Kansas City, Kansas 66101
Email: clerkwest@wycokck.org

(b) To the Paying Agent at:

State Treasurer of the State of Kansas Landon Office Building.
900 Southwest Jackson, Suite 201
Topeka, Kansas 66612-1235
Email: fiscal@treasurer.ks.gov

(c) To the Purchaser: see *EXHIBIT C*

(d) To the Rating Agency(ies):

Moody's
7 World Trade Center
250 Greenwich Street, 23rd Floor
New York, New York 10007

S&P Global Ratings, a division of S&P Global Inc.
55 Water Street, 38th Floor
New York, New York 10004

or such other address as is furnished in writing to the other parties referenced herein.

“Notice Representative” means:

- (a) With respect to the Issuer, the Clerk.
- (b) With respect to the Bond Registrar and Paying Agent, the Director of Bond Services.
- (c) With respect to any Purchaser, the manager of its Municipal Bond Department.
- (d) With respect to any Rating Agency, any Vice President thereof.

“Official Statement” means the Issuer’s Official Statement relating to the Bonds.

“Ordinance” means the ordinance of the Issuer authorizing the issuance of the Bonds, as amended from time to time.

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

- (a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Bonds deemed to be paid in accordance with the provisions of *Article VII* hereof; and
- (c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

“Owner” when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register. Whenever consent of the Owners is required pursuant to the terms of this Bond Resolution, and the Owner of the Bonds, as set forth on the Bond Register, is Cede & Co., the term Owner shall be deemed to be the Beneficial Owner of the Bonds.

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

“Paying Agent” means the State Treasurer, and any successors and assigns.

“Permitted Investments” shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the Issuer’s temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the Issuer is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody’s or Standard & Poor’s; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f), all as may be further restricted or modified by amendments to applicable State law.

“Person” means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

“Purchase Price” means the original purchase price of the Bonds set forth in the Certificate of Final Terms described on *EXHIBIT C* to this Bond Resolution.

“Purchaser” means the original purchaser of the Bonds set forth in the Certificate of Final Terms described in *EXHIBIT C* to this Bond Resolution.

“Rating Agency” means any company, agency or entity that provides, pursuant to request of the Issuer, financial ratings for the Bonds.

“Rebate Fund” means the Rebate Fund for General Obligation Improvement Bonds, Series 2026-B created pursuant to *Section 501* hereof.

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

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

“Redemption Price” means, when used with respect to any Bond to be redeemed, the price at which such Bond is to be redeemed pursuant to the terms of this Bond 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” means Bonds issued to the Beneficial Owners of the Bonds in accordance with *Section 210* hereof.

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

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

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

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

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

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

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

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

“**Term Bonds**” means the Term Bonds, if any, described in the Certificate of Final Terms attached as *EXHIBIT C* to this Bond Resolution.

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

“**Unified Government**” means the Unified Government of Wyandotte County/Kansas City, Kansas.

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

ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201. Authorization of the Bonds. Subject to the conditions set forth herein, there shall be issued and hereby are authorized and directed to be issued pursuant to the Ordinance the General

Obligation Improvement Bonds, Series 2026-B in the principal amount set forth in the Certificate of Final Terms, for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; and (b) pay Costs of Issuance.

Section 202. Description of the Bonds. The Bonds shall consist of fully registered bonds in an Authorized Denomination, and shall be numbered in such manner as the Bond Registrar shall determine. All of the Bonds shall be dated as of the Dated Date, shall become due in the amounts, on the Stated Maturities, subject to redemption and payment prior to their Stated Maturities as provided in *Article III* hereof and the Certificate of Final Terms, and shall bear interest at the rates per annum to be determined upon the sale of the Bonds as set forth in the Certificate of Final Terms.

The Bonds shall bear interest at the rates specified in the Certificate of Final Terms (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in *Section 204* hereof.

Each of the Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as *EXHIBIT A* or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq.*

Section 203. Designation of Paying Agent and Bond Registrar. The State Treasurer is hereby designated as the Paying Agent for the payment of principal of and interest on the Bonds and Bond Registrar with respect to the registration, transfer and exchange of Bonds. The Mayor/CEO and/or the County Administrator of the Issuer are hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Bond Registrar and Paying Agent for the Bonds.

The Issuer will at all times maintain a Paying Agent and Bond Registrar meeting the qualifications herein described for the performance of the duties hereunder. The Issuer reserves the right to appoint a successor Paying Agent or Bond Registrar by (a) filing with the Paying Agent or Bond Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Bond Registrar and appointing a successor, and (b) causing notice of appointment of the successor Paying Agent and Bond Registrar to be given by first class mail to each Owner. 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 hereunder shall at all times meet the requirements of K.S.A. 10-501 *et seq.* and K.S.A. 10-620 *et seq.*, respectively.

Section 204. Method and Place of Payment of the Bonds. The principal of, or Redemption Price, and interest on the Bonds shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Bond shall be paid at Maturity to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the principal office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Bond Register or at

such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing 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 hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each 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 Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefore 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 and Redemption Price of and interest on all Bonds and at least annually shall forward a copy or summary of such records to the Issuer.

Section 205. Payments Due on Saturdays, Sundays and Holidays. In any case where a Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

Section 206. Registration, Transfer and Exchange of Bonds. The Issuer 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 herein provided. Each Bond when issued shall be registered in the name of the Owner thereof on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as 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, duly executed by the Owner thereof or by the Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Bond Resolution. The Issuer shall pay the fees and expenses of the Bond Registrar for the registration, transfer and exchange

of Bonds provided for by this Bond Resolution and the cost of printing 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. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Code § 3406, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Bonds.

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

The Issuer 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 or Redemption Price of and interest on said 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 Issuer nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Bond Registrar, the Bond Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Bond Registrar.

Section 207. Execution, Registration, Authentication and Delivery of Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be executed for and on behalf of the Issuer by the manual, electronic, or facsimile signature of the Mayor/CEO, attested by the manual, electronic, or facsimile signature of the Clerk, and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor/CEO and Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and to cause the Bonds to be registered in the office of the Clerk, which registration shall be evidenced by the manual, electronic, or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual, electronic or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Mayor/CEO and Clerk are hereby authorized and directed to prepare and execute the Bonds as herein specified, and when duly executed, to deliver the Bonds to the Bond Registrar for authentication.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as *EXHIBIT A* hereof, which shall be manually executed by an authorized officer or

employee of the Bond Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Bond Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Bond Registrar. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Bond Resolution. Upon authentication, the Bond Registrar shall deliver the Bonds to the Purchaser upon instructions of the Issuer or its representative.

Section 208. Mutilated, Lost, Stolen or Destroyed Bonds. If (a) any mutilated Bond is surrendered to the Bond Registrar or the Bond Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Issuer and the Bond Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Bond Registrar that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Bond Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Issuer, in its discretion, may pay such Bond instead of issuing a new Bond.

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

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

Section 209. 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 Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

Section 210. Book-Entry Bonds; Securities Depository. The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Bonds, except in the event the Bond Registrar 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, premium, if any, and interest on, the Bonds to the Participants until and unless the Bond Registrar authenticates and delivers Replacement Bonds to the Beneficial Owners as described in the following paragraph.

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

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

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

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

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

Section 211. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Bond Resolution or on, or with respect to, said Bond. If any Bond is not presented for payment within four (4) years following the date when such Bond becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an

unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 212. Preliminary and Final Official Statement. For the purpose of enabling the Purchaser to comply with the requirements of Section (b)(1) of the SEC Rule, the Issuer hereby deems the information regarding the Issuer contained in the Preliminary Official Statement to be “final” as of its date, except for the omission of such information as is permitted by Section (b)(1) of the SEC Rule, and the appropriate officers of the Issuer are hereby authorized, if requested, to provide the Purchaser a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of the SEC Rule.

The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor/CEO or Chief Financial Officer of the Issuer are hereby authorized to execute the Official Statement as so supplemented, amended and completed, and the use and public distribution of the Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds sufficient copies of the Official Statement to enable the Purchaser to comply with the requirements of the SEC Rule and Rule G-32 of the Municipal Securities Rulemaking Board.

Section 213. Sale of the Bonds; Receipt of Good Faith Deposit; Award to Purchaser; Execution of Certificate of Final Terms. The Issuer hereby authorizes the Mayor/CEO, County Administrator, Chief Financial Officer, Clerk, Municipal Advisor, Bond Counsel, and other representatives of the Issuer to conduct the competitive sale of the Bonds as described in the Notice of Bond Sale. Following the receipt of bids for purchase of the Bonds in accordance with the Notice of Bond Sale, and following receipt by the Issuer of a good faith deposit from the Purchaser as required by law, either the Mayor/CEO or the County Administrator is authorized and directed to award the sale of the Bonds to the Purchaser, and is further authorized and directed to approve the principal amount of the Bonds, the Purchase Price, the principal amounts and interest rates by maturity, the redemption provisions, and all other final terms of the Bonds, subject to each of the parameters set forth in this Section and **EXHIBIT B** hereto, and in that connection, to execute and deliver the Certificate of Final Terms in substantially the form attached hereto as **EXHIBIT C** for and on behalf of and as the act and deed of the Issuer, which approval will be conclusively evidenced by the Mayor/CEO’s or the County Administrator’s signature thereon. Upon execution, the Certificate of Final Terms shall be attached to this Bond Resolution as **EXHIBIT C**, and the Clerk is hereby authorized to file the completed Certificate of Final Terms with this Bond Resolution in the records of the Issuer. The countersignature of the Mayor/CEO or the County Administrator on the bid submitted by the Original Purchaser shall constitute a bond purchase agreement to the extent required by law.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption by Issuer.

Optional Redemption. At the option of the Issuer, Bonds maturing on August 1 in the years 2037, and thereafter, will be subject to redemption and payment prior to their Stated Maturity on August 1, 2036, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

Mandatory Redemption. Any Term Bonds shall also be subject to mandatory redemption and payment as set forth in the Certificate of Final Terms described on *EXHIBIT C* to this Bond Resolution. The mandatory redemption amount for any Term Bond may be reduced by the principal amount of any Term Bonds redeemed prior to its Stated Maturity pursuant to optional redemption as set forth in this Section. To effect such reduction, the Issuer 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 302. Selection of Bonds to be Redeemed. Bonds shall be redeemed only in an Authorized Denomination. When less than all of the Bonds are to be redeemed and paid prior to their Stated Maturity, such Bonds shall be redeemed in such manner as the Issuer shall determine. Bonds of less than a full Stated Maturity shall be selected by the Bond Registrar in a minimum Authorized Denomination of principal amount in such equitable manner as the Bond Registrar may determine.

In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than a minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption a minimum Authorized Denomination of face value shall be treated as though it were a separate Bond of the denomination of a minimum Authorized Denomination. If it is determined that one or more, but not all, of a minimum Authorized Denomination of face value represented by any Bond is selected for redemption, then upon notice of intention to redeem a minimum Authorized Denomination, the Owner or the Owner's duly authorized agent shall forthwith present and surrender such Bond to the Bond Registrar: (1) for payment of the Redemption Price and interest to the Redemption Date of a minimum Authorized Denomination of face value called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of a minimum Authorized Denomination of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption. In the event the Issuer desires to call the Bonds for redemption prior to maturity, 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 Redemption Date. The Bond Registrar shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Bond Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. The foregoing provisions of this paragraph shall not apply in the case of any mandatory redemption of Term Bonds hereunder, and Term Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption

requirements without the necessity of any action by the Issuer and whether or not the Paying Agent holds moneys available and sufficient to effect the required redemption.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV

SECURITY FOR BONDS

Section 401. Security for the Bonds. The Bonds shall be general obligations of the Issuer 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 within the territorial limits of the Issuer, excluding the incorporated areas of Bonner Springs, Edwardsville and Lake Quivira, and excluding the unincorporated area of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 402. Levy and Collection of Annual Tax; Transfer to Debt Service Account. The governing body of the Issuer shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by, to the extent necessary, levying and collecting the necessary taxes upon all of the taxable tangible property within the Issuer, excluding the incorporated areas of Bonner Springs, Edwardsville and Lake Quivira, and excluding the unincorporated area of the Issuer, in the manner provided by law.

The taxes referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the Issuer shall

thereafter be transferred to the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due, taking into account any scheduled mandatory redemptions, and the fees and expenses of the Paying Agent.

If at any time said taxes are not collected in time to pay the principal of or interest on the Bonds when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the Issuer and to reimburse said general funds for money so expended when said taxes are collected.

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Funds and Accounts. Simultaneously with the issuance of the Bonds, there shall be created within the Treasury of the Issuer the following Funds and Accounts:

- (a) Improvement Fund for General Obligation Improvement Bonds, Series 2026-B; and
- (b) Debt Service Account for General Obligation Improvement Bonds, Series 2026-B (within the Bond and Interest Fund); and
- (c) Rebate Fund for General Obligation Improvement Bonds, Series 2026-B.

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

Section 502. Deposit of Bond Proceeds. The net proceeds received from the sale of the Bonds shall be deposited simultaneously with the delivery of the Bonds as follows:

- (a) All accrued interest received from the sale of the Bonds, if any as identified in the Certificate of Final Terms, shall be deposited in the Debt Service Account.
- (b) The remaining balance of the proceeds derived from the sale of the Bonds shall be deposited in the Improvement Fund.

Section 503. Application of Moneys in the Improvement Fund. Moneys in the Improvement Fund shall be used for the sole purpose of: (a) paying a portion of the costs of the Improvements, in accordance with the plans and specifications therefor approved by the governing body of the Issuer and on file in the office of the Clerk, including any alterations in or amendments to said plans and specifications deemed advisable and approved by the governing body of the Issuer; (b) paying interest on the Bonds during construction of the Improvements; (c) paying Costs of Issuance; and (d) transferring any amounts to the Rebate Fund required by this *Article V*.

Upon completion of the Improvements, any surplus remaining in the Improvement Fund shall be deposited in the Debt Service Account.

Section 504. Substitution of Improvements; Reallocation of Proceeds.

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

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

Section 505. Application of Moneys in Debt Service Account. All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due and the usual and customary fees and expenses of the Bond Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Bonds and the fees and expenses of the Bond Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Bond Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Bond Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Bonds entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the Bonds shall be transferred and paid into the Bond and Interest Fund.

Section 506. Application of Moneys in the Rebate Fund.

(a) There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Federal Tax Certificate. All money at any time deposited in the Rebate Fund shall be held in trust, to the extent required to satisfy the Rebate Amount (as defined in the Federal Tax Certificate), for payment to the United States of America, and neither the Issuer nor the Owner of any Bonds shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and the Federal Tax Certificate.

(b) The Issuer shall periodically determine the arbitrage rebate, if any, under Code § 148(f) in accordance with the Federal Tax Certificate, and the Issuer shall make payments to the United States of America at the times and in the amounts determined under the Federal Tax Certificate. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Bonds and payment and satisfaction of any Rebate Amount, or provision made therefor, shall be deposited into the Bond and Interest Fund.

(c) Notwithstanding any other provision of this Bond Resolution, including in particular *Article VII* hereof, the obligation to pay arbitrage rebate to the United States of America and to comply with all other requirements of this Section and the Federal Tax Certificate shall survive the defeasance or payment in full of the Bonds.

Section 507. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States which has a main or branch office located in the Issuer. All such depositories shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

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

ARTICLE VI

DEFAULT AND REMEDIES

Section 601. Remedies. The provisions of the Bond Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Owners of the Bonds. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 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 Issuer and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Bond Resolution or by the Constitution and laws of the State;

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

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

Section 602. Limitation on Rights of Owners. The covenants and agreements of the Issuer contained herein 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 herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Bond Resolution. No one or more Owners secured hereby shall have any

right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Bonds.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any 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 therein. Every substantive right and every remedy conferred upon the Owners of the Bonds by this Bond Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Bonds shall, subject to any determination in such action or proceeding or applicable law of the State, be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Bonds, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Bond Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Bond Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of or Redemption Price of said Bonds and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Bonds, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Bonds, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Bond Registrar to give such notice of redemption in compliance with *Article III* hereof. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Bond Resolution.

ARTICLE VIII

TAX COVENANTS

Section 801. General Covenants. The Issuer covenants and agrees that it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor/CEO, Chief Financial Officer of the Issuer, and Clerk are hereby authorized and directed to execute the Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. The Issuer will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

Section 802. Survival of Covenants. The covenants contained in this Article and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to *Article VII* hereof or any other provision of this Bond Resolution until such time as is set forth in the Federal Tax Certificate.

ARTICLE IX

CONTINUING DISCLOSURE REQUIREMENTS

Section 901. Disclosure Requirements. The Mayor/CEO, County Administrator, or Clerk are hereby authorized and directed to execute the Disclosure Undertaking in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, the provisions of which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

Section 902. Failure to Comply with Continuing Disclosure Requirements. In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section. Notwithstanding any other provision of this Bond Resolution, failure of the Issuer to comply with its covenants contained in the preceding section shall not be considered an Event of Default under this Bond Resolution.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1001. Annual Audit. Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the governing body of the Issuer shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Bond Resolution, the Issuer shall promptly cure such deficiency.

Section 1002. Amendments. The rights and duties of the Issuer and the Owners, and the terms and provisions of the Bonds or of this Bond Resolution, may be amended or modified at any time in any respect by ordinance or resolution of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

- (a) extend the maturity of any payment of principal or interest due upon any Bond;
- (b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Bond;
- (c) permit preference or priority of any Bond over any other Bond; or
- (d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Bond Resolution.

Any provision of the Bonds or of this Bond Resolution may, however, be amended or modified by ordinance or resolution duly adopted by the governing body of the Issuer at any time in any legal respect with the written consent of the Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Bond Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to more precisely identify the Improvements, to reallocate proceeds of the Bonds among Improvements, to provide for Substitute Improvements, to conform this Bond Resolution to the Code or future applicable federal law concerning tax-exempt obligations, or in connection with any other change therein which is not materially adverse to the interests of the Owners. Copies of any amendments shall be provided to each Rating Agency at least 10 days prior to the effective date thereof.

Every amendment or modification of the provisions of the Bonds or of this Bond Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution or ordinance adopted by the governing body of the Issuer amending or supplementing the provisions of this Bond Resolution and shall be deemed to be a part of this Bond Resolution. A certified copy of every such

amendatory or supplemental ordinance or resolution, if any, and a certified copy of this Bond Resolution shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Bond Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental ordinance or resolution or of this Bond Resolution will be sent by the Clerk to any such Owner or prospective Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the ordinance or resolution of the Issuer hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The Issuer shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Bond Resolution which affects the duties or obligations of the Paying Agent under this Bond Resolution.

Section 1003. Notices, Consents and Other Instruments by Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Bond Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Bond Resolution,

Bonds owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Bond Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Issuer.

Section 1004. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Bond Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly delivered by prepaid overnight delivery service or mailed by registered or certified mail, postage prepaid; or (b) communicated via electronic mail, with confirmation of delivery receipt, read receipt or otherwise. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

All notices given by: (a) delivery service or certified or registered mail as aforesaid shall be deemed duly given as of the date they are so provided to the delivery service or mailed, respectively; (b) electronic mail as aforesaid shall be deemed duly given as of the date of confirmation of receipt. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.

Section 1005. Electronic Transactions. The issuance of the Bonds and the transactions related thereto and described in this Bond Resolution may be conducted, and documents related to the Bonds may be sent, received, executed, and stored, by electronic means or transmissions. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1006. Further Authority. The officers and officials of the Issuer, including the Mayor/CEO, Chief Financial Officer, County Administrator, and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Bond Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 1007. Severability. If any section or other part of this Bond Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Bond Resolution.

Section 1008. Governing Law. This Bond Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1009. Effective Date. This Bond Resolution shall take effect and be in full force from and after its adoption by the governing body of the Issuer.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the Issuer on May 21, 2026.

(SEAL)

Christal Watson, Mayor/CEO

ATTEST:

Monica Sparks, Unified Government Clerk

Approved as to form:

Unified Government Legal Department

**EXHIBIT A
(FORM OF BONDS)**

**REGISTERED
NUMBER R-__**

**REGISTERED
\$**

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

**UNITED STATES OF AMERICA STATE OF KANSAS
COUNTY OF WYANDOTTE
UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS
GENERAL OBLIGATION IMPROVEMENT BOND
SERIES 2026-B**

Interest Rate:	Maturity Date:	Dated Date: July 30, 2026	CUSIP:
---------------------------	---------------------------	--------------------------------------	---------------

REGISTERED OWNER:

PRINCIPAL AMOUNT:

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

Method and Place of Payment. The principal or redemption price of this 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 thereof, upon presentation and surrender of this Bond at the principal 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(s)

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

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

Authorization of Bonds. This Bond is one of an authorized series of Bonds of the Issuer designated “General Obligation Improvement Bonds, Series 2026-B,” aggregating the principal amount of \$[] (the “Bonds”) issued for the purposes set forth in the Ordinance of the Issuer authorizing the issuance of the Bonds and the Resolution of the Issuer prescribing the form and details of the Bonds (collectively, the “Bond 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 K.S.A. 10-101 *et seq.*, K.S.A. 10-620 *et seq.*, Charter Ordinance No. CO-03-09 of the Issuer, and Article 12, Section 5 of the Constitution of the State of Kansas, as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

General Obligations. The Bonds constitute general obligations of the Issuer 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 within the territorial limits of the Issuer, excluding the incorporated areas of Bonner Springs, Edwardsville and Lake Quivira, and excluding the unincorporated area of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Redemption Prior to Maturity. The Bonds are subject to redemption prior to maturity, as set forth in the Bond Resolution.

Book-Entry System. The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Bond Resolution. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository’s participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Bond Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Bond, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest, and any

redemption premium payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Bond Registrar will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Bond shall be made in accordance with existing arrangements among the Issuer, the Bond Registrar and the Securities Depository.

Transfer and Exchange. EXCEPT AS OTHERWISE PROVIDED IN THE BOND RESOLUTION, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. This Bond may be transferred or exchanged, as provided in the Bond 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 duly executed by the Registered Owner or the Registered Owner's duly 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 Bond Resolution and upon payment of the charges therein prescribed. The Issuer 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 Issuer and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Bonds are issued in fully registered form in Authorized Denominations.

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

IT IS HEREBY 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 Issuer, including this series of bonds, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed by the manual, electronic, or facsimile signature of its Mayor/CEO and attested by the manual, electronic, or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

**UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS**

[(Facsimile Seal)]

By: _____ (facsimile)
Mayor/CEO

ATTEST:

By: _____ (facsimile)
Monica Sparks, Unified Government Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of a series of General Obligation Improvement Bonds, Series 2026-B, of the Unified Government of Wyandotte County/Kansas City, Kansas, described in the within-mentioned Bond Resolution.

Registration Date _____

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

Registration Number _____

By _____

CERTIFICATE OF CLERK

STATE OF KANSAS)
) SS.
COUNTY OF WYANDOTTE)

The undersigned, Clerk of the Unified Government of Wyandotte County/Kansas City, Kansas, does hereby certify that the within Bond has been duly registered in my office according to law as of July 30, 2026.

WITNESS my hand and official seal.

(Facsimile Seal)

(facsimile)
Monica Sparks, Unified Government Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

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

WITNESS my hand and official seal.

(Seal)

By: _____
Treasurer of the State of Kansas

BOND ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer to

(Name and Address)

(Social Security or Taxpayer Identification No.)

the Bond to which this assignment is affixed in the outstanding principal amount of \$ _____, standing in the name of the undersigned on the books of the Bond Registrar. The undersigned do(es) hereby irrevocably constitute and appoint _____ as agent to transfer said Bond on the books of said Bond Registrar with full power of substitution in the premises.

Dated _____

Name

Social Security or
Taxpayer Identification No.

Signature (Sign here exactly as name(s)
appear on the face of Certificate)

Signature guarantee:

By _____

LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of such Bonds:

GILMORE & BELL, P.C.

Attorneys at Law
2405 Grand Boulevard
Suite 1100
Kansas City, Missouri 64108

(PRINTED LEGAL OPINION)

EXHIBIT B

PARAMETERS

1. Original Principal Amount of the Bonds: Not to exceed \$66,955,000
2. Final Maturity of the Bonds: Not later than August 1, 2056
3. True Interest Cost Rate (TIC): Not to exceed 6.00%

EXHIBIT C

CERTIFICATE OF FINAL TERMS

This Certificate of Final Terms is subject in all respects to the terms and conditions of Resolution No. R-__-26 (the “Resolution”) of the Unified Government of Wyandotte County/Kansas City, Kansas (the “Issuer”), which terms and conditions are incorporated by reference as if fully set forth herein.

The undersigned [Mayor/CEO][County Administrator] of the Issuer, in connection with the issuance of the Issuer’s General Obligation Improvement Bonds, Series 2026-B (the “Bonds”), certifies pursuant to Section 213 of the Resolution, as follows (section references are to the cited section of the Resolution):

1. Good Faith Deposit. Pursuant to K.S.A. 10-106, the Issuer has received a good faith deposit from the Original Purchaser in an amount not less than two percent (2%) of the Original Principal Amount of the Bonds.

2. Definitions – Section 101. The following terms defined in this Resolution shall have the meanings ascribed below.

["**Bond Insurer**” means _____ and its successors or assigns.]

["**Municipal Bond Insurance Policy**” means _____.]

“**Ordinance**” means Ordinance No. O-__-26 of the Unified Government authorizing the issuance of the Bonds.

“**Original Principal Amount**” means \$ _____, the principal amount of the Bonds as originally issued and delivered.

“**Purchase Price**” shall be the par value of the Bonds plus accrued interest to the date of delivery, [plus a [net] premium of \$ _____,] [less an underwriter’s discount of \$ _____].

“**Purchaser**” means _____, _____, the original purchaser of the Bonds.

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

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

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

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

3. **Maturity Schedule – Section 202.** The Bonds will mature on the dates and in the amounts and bear interest at the rates as follows:

SERIAL BONDS

Stated Maturity August 1	Principal Amount	Interest Rate	Stated Maturity August 1	Principal Amount	Interest Rate
2028	\$	%	2043	\$	%
2029			2044		
2030			2045		
2031			2046		
2032			2047		
2033			2048		
2034			2049		
2035			2050		
2036			2051		
2037			2052		
2038			2053		
2039			2054		
2040			2055		
2041			2056		
2042					

[TERM BONDS

Stated Maturity August 1	Principal Amount	Interest Rate
20__	\$	%
20__		
20__		

4. **Mandatory Redemption – Section 301.**

[There are no Term Bonds subject to mandatory sinking fund redemption prior to Maturity.]

[The 20__ Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements set forth below at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in **Article IV** of the Resolution which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on August 1 in each year, the following principal amounts of such 20__ Term Bonds:

Principal Amount	Due August 1
\$	20__
	20__*

*Final Maturity.

The 20__ Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements set forth below at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in **Article IV** of

the Resolution which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on August 1 in each year, the following principal amounts of such 20__ Term Bonds:

Principal Amount	Due August 1
\$	20__ 20__*

*Final Maturity.

The 20__ Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements set forth below at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in **Article IV** of the Resolution which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on August 1 in each year, the following principal amounts of such 20__ Term Bonds:

Principal Amount	Due August 1
\$	20__ 20__*

*Final Maturity.]

5. **Premium Deposited to Debt Service Account – Section 502.** The amount of premium to be deposited into the Debt Service Account is \$[0.00].
6. **True Interest Cost Rate (TIC).** The true interest cost rate (TIC) for the Bonds is ____%.
7. **Compliance with Parameters.** The terms set forth in this Certificate of Final Terms are within the parameters contained on *EXHIBIT B* to the Resolution.

[Remainder of Page Intentionally Left Blank]

Delivered on _____, 2026.

**UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS**

[Mayor/CEO][County Administrator]



Report to Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
	<div data-bbox="586 386 1036 478" style="border: 1px solid black; padding: 5px;"> Jeffrey Conway, Assistant Counsel </div> jconway@wycokck.org x5075	Legal
AGENDA ITEM #10.6.		
RESOLUTION: GRANT APPLICATION AND POLICY (ADDED PER AGENDA UPDATE)		
BACKGROUND		
<p>Update the policy:</p> <ul style="list-style-type: none"> • Section IV. (Policy), Subsection C. (pg. 2) Increase from \$50,000 to \$100,000 • Change in the wording of the highlighted paragraph to: <ul style="list-style-type: none"> ○ In the event grant funding opportunities are released with application deadlines that fall outside the standard review and approval timelines contemplated under this policy, the Mayor/CEO or County Administrator may authorize an expedited review process. Under such circumstances, the requesting department may seek authorization for the grant application through a fast-tracked approval process, including review by the applicable Standing Committee. To meet submission deadlines and to preserve eligibility for funding consideration and approval of grants under this policy, actions authorized under this exception may be considered at the next regular meeting of the Commission. 		
RECOMMENDATION		
Approve		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
LEGAL/ POLICY CONSIDERATIONS		
ATTACHMENTS		
Resolution to amend grant policy 2026 (2), Mayor's grant policy draft (2)		

Approved by Mayor/Administrator to add to agenda.

RESOLUTION NO. R-____-26

A RESOLUTION AMENDING THE GRANT APPLICATION AND ACCEPTANCE POLICY OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

WHEREAS, budgetary and financial policies contain high-level principles and requirements that an organization must follow, as formally agreed upon by management and a governing body, in order to direct the strategic vision of an organization;

WHEREAS, budgetary and financial policies inform organizational processes by providing insight into standard functions and key risk and control points needing monitoring; take into consideration risk assessments, mitigations, and audit efforts to achieve operational efficiencies; and help to shape strategic direction, so an organization can move to a mindset that recognizes cost and risk avoidance as a critical public policy discipline;

WHEREAS, formal adoption of budgetary and financial policies by a governmental organization is a recommended practice of the International City Management Association (ICMA) and the Government Finance Officers Association (GFOA);

WHEREAS, the Grant Application and Acceptance Policy of the Unified Government of Wyandotte County/Kansas City, Kansas supports the utilization of grants funds to supplement and expand the Unified Government's core and discretionary operations and the services it provides;

WHEREAS, the Unified Government's Grant Application and Acceptance Policy was adopted pursuant to Resolution No. R-63-25, on August 7, 2025; and

WHEREAS, the Unified Government's Grant Application and Acceptance Policy may require clarification and updating from time to time.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY AND KANSAS CITY, KANSAS:

Section 1. The Unified Government Board of Commissioners hereby amends its Grant Application and Acceptance Policy in substantially the form attached hereto.

Section 2. Further Action. The County Administrator and other officers, agents, and employees of the Unified Government are hereby authorized and directed to take such further action as may be appropriate or desirable to accomplish the purpose of this Resolution.

Section 3. That the original Grant Application and Acceptance Policy, adopted pursuant to Resolution No. R-63-26, is hereby repealed and rescinded.

Section 4. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body of the Unified Government.

**APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE
UNIFIED GOVERNMENT OF WYANDOTTE COUNTY AND KANSAS CITY, KANSAS
THIS _____ DAY OF _____, 2026.**

Christal E. Watson, Mayor/CEO

ATTEST:

Monica Sparks, Unified Government Clerk

Approved as to Form:

Angela J. Lawson, Acting Chief Counsel



Unified Government of Wyandotte County
and Kansas City, Kansas

Commission Resolution:

R-____-26

Adopted:

Grant Application and Acceptance Policy

I. Authority:

The Mayor and the Board of Commissioners are responsible for legislation, policy formulation, and overall direction setting of the government. This includes the approval of financial policies which establish and direct the operations of Unified Government (UG) pursuant to Resolution R-35-18. The County Administrator is responsible for carrying out the policy directives of the UG Board of Commissioners and managing the day-to-day operations of the executive departments, including the Finance Department. This policy shall be administered on behalf of the County Administrator by the Chief Financial Officer and the Grant Administrator.

II. Purpose:

The Unified Government is presented and seeks the opportunity to utilize grant funds to supplement and expand the core and discretionary operations and services it provides. This policy governs the grant application and acceptance process. To the extent practical, this policy follows the intent of the Budget Policy adopted by the Commission on 12/10/15, or the most recent approved update, with approved dollar thresholds. In all circumstances, any necessary or required budget revision is subject to that Budget Policy.

III. Applicability and Scope:

This policy shall apply to all departments that are a part of the Unified Government.

IV. Policy:

For purposes of this policy, there are 3 categories of grants with differing controls as follows:

A. Grants ~~\$50,000~~ \$100,000 or less, which require matching or supplemental UG funds of less than \$10,000.

The Operating and Capital Budget Policy authorizes the County Administrator to manage Department expenditures of less than \$10,000. Grants in this category are subject to that policy and the application and acceptance of such grants require the approval of the County Administrator and do not require Mayor or Commission review or approval. Notice of such application and acceptance will be provided at the next scheduled meeting of the applicable standing committee.

B. Grants ~~\$50,000~~ \$100,000 or less, which require matching or supplemental UG funds greater than \$10,000 but less than the grant amount.

- 1) If the department has identified the matching funds as part of their adopted budget, only County Administrator approval is required to apply for and accept the grant. Such

applications will be reported at the next scheduled meeting of the applicable standing committee.

- 2) If the department did not budget for the matching funds as part of their adopted budget, but they have identified funds, it requires the approval of the County Administrator and the Mayor, or Mayor pro-tem if the Mayor is absent. Such applications will be reported at the next scheduled meeting of the applicable standing committee.

C. Grants greater than ~~\$50,000~~ \$100,000, or which require matching or supplemental funds greater than ~~\$50,000~~ \$100,000.

Prior to applying for and accepting any grant under this category, the application for such grants is subject to the identification of adequate funds for the match approved by the County Administrator and the approval of the appropriate standing committee and Commission.

If the grant is awarded, an update on these grants will be provided to the Commission not less than once a year.

Grants with short notice period

~~Occasionally, in the event grant funding opportunities under this category are released with application deadlines that fall outside the standard review and approval timelines contemplated under this policy, will be made available with a short amount of time to apply to be considered that would not allow for the normal approval process the Mayor/CEO or County Administrator may authorize an expedited review process. In these cases, the County Administrator can permit the department to request the grant application be "fast tracked" for approval through the~~ Under such circumstances, the requesting department may seek authorization for the grant application through a fast-tracked approval process, including review by the applicable standing committee and at the next regular Commission meeting. To meet submission deadlines and to preserve eligibility for funding consideration, actions authorized under this exception may be considered at the next regular meeting of the Commission.

D. Grants involving partners outside of the Unified Government

For any grant that requires identification of a community partner as part of the grant application, the respective department will work with the Purchasing Department to solicit interest on the part of outside agencies prior to selecting the proposed partner. The grant and proposed partner will require the approval of the County Administrator and the approval of the applicable standing committee and Commission prior to applying for and accepting the grant.

E. Entitlement Grants

As part of a routine course of action, the Unified Government receives entitlement grants from various state and federal agencies. These grants do not require applications but ~~instead~~ are awarded instead to the Unified Government to locally administer programs on behalf of the state or federal government. Examples include, but are not limited to, Community Development Block Grant funding from the Department of Housing and Urban Development, various Aging program funds from the Department of Health and Human

Services, etc.

These grants do not require application or formal acceptance by the Unified Government. However, an update on these grants will be provided to the Mayor and Commission not less than once a year.

F. Notification to Finance

In all cases, departments are required to notify the Finance Department of any application-based grants or entitlement grants prior to application and prior to spending to ensure proper accounting and reporting to the Mayor and Commission.



Report to Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
	<div data-bbox="586 386 1036 478" style="border: 1px solid black; padding: 2px;">Lisa Rangel, Professional Assistant</div> <div data-bbox="586 478 1036 539" style="border: 1px solid black; padding: 2px;">Diana Segui, Professional Asst</div> lrangel@wycokck.org, dsegui@wycokck.org x5141, x5095	Commissioners' Office
AGENDA ITEM #11.1.		
TRAVEL REQUEST: COMMISSIONER HILL		
BACKGROUND		
Request to travel for Unified Government business to NACo Public Health Leadership Academy.		
RECOMMENDATION		
Approve		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
LEGAL/ POLICY CONSIDERATIONS		
ATTACHMENTS		
E_HILL_2026 Travel Request_public packet		

Approved by Mayor/Administrator to add to agenda.



Evelyn Hill
Commissioner, District 4
Board of Commissioners

701 N. 7th Street, Room 979
Kansas City, Kansas 66101
Phone: (913) 573-5040
Fax: (913) 573-5050

MEMORANDUM

TO: Mayor/CEO Christal Watson
Board of Commissioners

FROM: Commissioner Evelyn Hill

DATE: May 7, 2026

SUBJECT: REQUEST TO TRAVEL

This is a request for approval to travel for Unified Government business to attend the following conference to build knowledge and shared understanding, strengthen collaboration and develop actionable strategies to improve public health in the community.

- NACo Public Health Leadership Academy

Further, I respectfully request approval to use the funds set aside in the training and travel budget established in the Unified Government Commission Resolution No. R-13-13, Current Rules of Procedure Article VIII, Travel Policy, Sections 801 and 802, to pay the travel expenses of this trip.

I ask that this request be placed on the Thursday, May 21, 2026 agenda before the Board of Commissioners.

c: David Johnston, County Administrator
Monica Sparks, County Clerk
Reed Partridge, Legislative Auditor



Report to Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
	<div style="border: 1px solid black; padding: 5px;"> Michael Sutton, Redevelopment Coordinator </div> mjsutton@wycokck.org X5749	Land Bank Approvals
AGENDA ITEM #12.1.		
LAND BANK OPTIONS		
BACKGROUND		
<p>The Land Bank Manager respectfully requests that the Land Bank Board of Trustees review final consideration.</p> <p>Please visit the site to review the applications below.</p> <p>https://gisapp.wycokck.org/Landbank.html</p> <p>18 Single Family Homes</p> <p>27 Multi-Family Homes</p>		
RECOMMENDATION		
Approve		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
N/A		
LEGAL/ POLICY CONSIDERATIONS		
ATTACHMENTS		
FC Memo Land Bank Options 05.21.26_No Opposition		

Approved by Mayor/Administrator to add to agenda.



Wyandotte County Land Bank
 Economic Development Department
 Jud Knapp, Manager

701 North 7th St., 4th Floor
 Kansas City, Kansas 66101

Phone: (913) 573-5472
 Fax: (913) 573-5745
 Email: jknapp@wycokck.org

M E M O R A N D U M

TO: Full Commission

FROM: Jud Knapp, Land Bank Manager

DATE: May 12, 2026

SUBJECT: Land Bank Options - No Opposition (Grouped for Approval)

This item includes all Land Bank applications that have been reviewed by staff and shared with neighborhood groups, and for which no opposition or concerns have been received. These applications will be grouped together and presented as a single agenda item for approval. Commissioners will have the opportunity to request that any application be removed from this item and discussed separately, if needed.

Please visit the site to review the applications below
<https://gisapp.wycokck.org/Landbank.html>

Item #	Name	Type	Address	Parcel
A 1	Juan Cisneros	Single Family Home	2110 N 51ST ST	917814
A 2	Mill Creek Builders Inc	Single Family Home	2024 N 76TH TER	011613
A 3	Mill Creek Builders Inc	Single Family Home	5667 PARKVIEW AVE	027251
A 5	Mill Creek Builders Inc	Single Family Home	900 N 47TH TER	916408
			4220 ORVILLE AVE	059619
			4218 ORVILLE AVE	059616
A 6	Mill Creek Builders Inc	Single Family Home	1411 N 32ND ST	063575
			1531 N 34TH ST	064065
			1603 N 23RD ST	066106
A 7	RA Engineering Corp	Single Family Home	6214 TROUP AVE	004042
A 10	Blair Whaley	Single Family Home	2921 S 53RD ST	028397
A 12	DLR Construction LLC	Single Family Home	112 S 17TH ST	066310
A 13	Juan Cisneros	Single Family Home	1244 OSAGE AVE	072354
			1242 OSAGE AVE	072353
			1238 OSAGE AVE	072352

Item #	Name	Type	Address	Parcel
A 15	T&M Construction LLC	Single Family Home	2602 N 64TH TER	002520
			2506 N 62ND ST	001113
A 16	T&M Construction LLC	Single Family Home	6742 YECKER AVE	019340
B 1	Joshua Harden	Multi-Family	2101 N 77TH ST	928610
B 2	Northstar Construction KC	Multi-Family	831 S MILL ST	073741
			829 S MILL ST	073742
B 5	Pure Development	Multi-Family	125 QUINDARO BLVD	094558
			123 QUINDARO BLVD	094557
			121 QUINDARO BLVD	094556
			119 QUINDARO BLVD	094555
			117 QUINDARO BLVD	094554
			115 QUINDARO BLVD	094553
			113 H QUINDARO BLVD	094552
			113 QUINDARO BLVD	094551
			111 QUINDARO BLVD	094545
			109 QUINDARO BLVD	094544
			107 QUINDARO BLVD	094543
			2096 N WATER ST	094547
			136 STEWART AVE	094561
			140 STEWART AVE	094560
			142 STEWART AVE	094559
			202 STEWART AVE	094565
			204 STEWART AVE	094566
			206 STEWART AVE	094567
			208 STEWART AVE	094568
			212 STEWART AVE	094569
214 STEWART AVE	094570			
217 QUINDARO BLVD	094576			
215 QUINDARO BLVD	094577			
213 QUINDARO BLVD	094578			



Report to Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
	<div style="border: 1px solid black; padding: 5px;"> Michael Sutton, Redevelopment Coordinator </div> mjsutton@wycokck.org X5749	Land Bank Approvals
AGENDA ITEM #12.2.		
LAND BANK PROPERTY TRANSFERS		
BACKGROUND		
<p>The Land Bank Manager respectfully requests that the Land Bank Board of Trustees review final consideration.</p> <p>Please visit the site to review the applications below.</p> <p>https://gisapp.wycokck.org/Landbank.html</p> <p>3 Garden 11 Yard Extensions 1 Property Transfer</p>		
RECOMMENDATION		
Approve		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
N/A		
LEGAL/ POLICY CONSIDERATIONS		
ATTACHMENTS		
FC Memo Land Bank Property Transfers 05.21.26 No Opposition		

Approved by Mayor/Administrator to add to agenda.



Wyandotte County Land Bank
Economic Development Department
Jud Knapp, Manager

701 North 7th St., 4th Floor
Kansas City, Kansas 66101

Phone: (913) 573-5472
Fax: (913) 573-5745
Email: jknapp@wycokck.org

MEMORANDUM

TO: Full Commission
FROM: Jud Knapp, Land Bank Manager
DATE: May 12, 2026
SUBJECT: Land Bank Property Transfers - No Opposition (Grouped for Approval)

This item includes all Land Bank applications that have been reviewed by staff and shared with neighborhood groups, and for which no opposition or concerns have been received. These applications will be grouped together and presented as a single agenda item for approval. Commissioners will have the opportunity to request that any application be removed from this item and discussed separately, if needed.

Please visit the site to review the applications below <https://gisapp.wycokck.org/Landbank.html>

Item	Name	Type	Address	Parcel
PT 1	Dayton Loomis	Garden	1210 PACIFIC AVE	067097
PT 2	Mable Lowery	Garden	2501 N 34TH ST	910628
PT 3	Shirley Wainwright	Garden	361 CLEVELAND AVE	094310
PT 4	Kaw Roofing & Sheet Metal, Inc	Yard Extension	2113 N 13TH ST	157222
PT 5	Lorenzo Garcia	Yard Extension	3201 CLEVELAND AVE	101982
PT 6	Dawn Perez	Yard Extension	3117 DELAVAN AVE	165032
PT 7	Luis M. Rodriguez	Yard Extension	2231 GARFIELD AVE	068938
PT 9	Ibett Perez	Yard Extension	2407 LAFAYETTE AVE	160027
PT 10	Melissa Lubbers-Billiot	Yard Extension	5118 DOUGLAS AVE	050257
PT 11	William Wyrick	Yard Extension	985 ARGENTINE BLVD	072981
PT 12	Alma Vazquez Flores	Yard Extension	412 N 10TH ST	090206

PT 13	Fred Taylor Jr.	Yard Extension	704 GARFIELD AVE	095136
PT 14	Celina Merino	Yard Extension	1711 METROPOLITAN AVE	160411
PT 15	Paul Sparks	Yard Extension	714 ORVILLE AVE	118828
PT 16	Transfer to UG	Property Transfer	2416 S 51ST ST	915601



Report to Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
	<div style="border: 1px solid black; padding: 5px;"> Michael Sutton, Redevelopment Coordinator </div> mjsutton@wycokck.org X5749	Land Bank Approvals
AGENDA ITEM #13.1.		
LAND BANK OPTIONS		
BACKGROUND		
<p>The Land Bank Manager respectfully requests that the Land Bank Board of Trustees review final consideration.</p> <p>Please visit the site to review the applications below.</p> <p>https://gisapp.wycokck.org/Landbank.html</p> <p>2 Multi-Family Homes</p>		
RECOMMENDATION		
Approve		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
N/A		
LEGAL/ POLICY CONSIDERATIONS		
ATTACHMENTS		
FC Memo Land Bank Options 05.21.26_ With Opposition Comments		

Approved by Mayor/Administrator to add to agenda.



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 Economic Development Department
 Jud Knapp, Manager

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 Kansas City, Kansas 66101

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 Email: jknapp@wycokck.org

M E M O R A N D U M

TO: Full Commission

FROM: Jud Knapp, Land Bank Manager

DATE: May 15, 2026

SUBJECT: Land Bank Options - With Opposition (For Discussion)

This item includes applications that have received written or verbal opposition comments from staff, neighborhood associations, or community members. These applications will be discussed individually during the meeting.

Please visit the site to review the applications below

<https://gisapp.wycokck.org/Landbank.html>

Item	Name	Type	Address	Parcel
WO B 3	Urban Haven LLC	Multi-Family	1126 EVERETT AVE	080132
			1124 EVERETT AVE	080133
<p>Opposition – Strugglers Hill - After careful consideration and discussion, Struggler's Hill-Roots residents are not in a position to support multiple-lot development proposals at this time. While remaining open to thoughtful, community-aligned growth in the future, residents have expressed significant concerns about the potential impact large-scale development could have under the current conditions. Specifically, neighbors are worried about rising property taxes, increasing prices, ongoing tariffs, the economic uncertainty created by the current war, and the potential for a recession. Taken together, these factors create a level of instability that makes it difficult for residents to feel confident about approving multiple developments simultaneously.</p> <p>At this time, residents believe that smaller, incremental approaches are more appropriate for safeguarding affordability and stability within the neighborhood. (4-1 NCD Vote)</p>				
WO B 4	Beauty For Ashes Developers	Multi-Family	1027 OAKLAND AVE	080205
			1029 OAKLAND AVE	080206
			1031 OAKLAND AVE	080207

Item	Name	Type	Address	Parcel
			1410 N 10TH ST	080235
			1006 EVERETT AVE	080234
			1008 EVERETT AVE	080233
			1010 EVERETT AVE	080232
			1012 EVERETT AVE	080231

Opposition – Strugglers Hill - After careful consideration and discussion, Struggler's Hill-Roots residents are not in a position to support multiple-lot development proposals at this time. While remaining open to thoughtful, community-aligned growth in the future, residents have expressed significant concerns about the potential impact large-scale development could have under the current conditions. Specifically, neighbors are worried about rising property taxes, increasing prices, ongoing tariffs, the economic uncertainty created by the current war, and the potential for a recession. Taken together, these factors create a level of instability that makes it difficult for residents to feel confident about approving multiple developments simultaneously.

At this time, residents believe that smaller, incremental approaches are more appropriate for safeguarding affordability and stability within the neighborhood. (4-1 NCD Vote)



Report to Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
	<div data-bbox="586 386 1036 478" style="border: 1px solid black; padding: 5px;"> Michael Sutton, Redevelopment Coordinator </div> mjsutton@wycokck.org X5749	Land Bank Approvals
AGENDA ITEM #13.2.		
LAND BANK OPTIONS		
BACKGROUND		
<p>The Land Bank Manager respectfully requests that the Land Bank Board of Trustees review final consideration.</p> <p>Please visit the site to review the applications below.</p> <p>https://gisapp.wycokck.org/Landbank.html</p> <p>8 Multi-Family Homes</p>		
RECOMMENDATION		
Approve		
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS		
N/A		
LEGAL/ POLICY CONSIDERATIONS		
ATTACHMENTS		
FC Memo Land Bank Options 05.21.26_ With Opposition Comments		

Approved by Mayor/Administrator to add to agenda.



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M E M O R A N D U M

TO: Full Commission

FROM: Jud Knapp, Land Bank Manager

DATE: May 15, 2026

SUBJECT: Land Bank Options - With Opposition (For Discussion)

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WO B 4	Beauty For Ashes Developers	Multi-Family	1027 OAKLAND AVE	080205
			1029 OAKLAND AVE	080206
			1031 OAKLAND AVE	080207

Item	Name	Type	Address	Parcel
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			1006 EVERETT AVE	080234
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At this time, residents believe that smaller, incremental approaches are more appropriate for safeguarding affordability and stability within the neighborhood. (4-1 NCD Vote)