



Full Commission Meeting Agenda

Thursday, August 13, 2020

7:00 PM

Location:

You are invited to a Zoom webinar.

When: August 13, 2020 07:00 PM Central Time (US and Canada)

Topic: Full Commission Meeting

Please click the link below to join the webinar:

<https://zoom.us/j/93230756384>

Phone one-tap: US: +13462487799,93230756384# or +12532158782,93230756384#

Join by Telephone

For higher quality, dial a number based on your current location.

Dial:

US : +1 346 248 7799 or +1 253 215 8782 or +1 669 900 9128 or +1 312 626 6799 or +1 646 558 8656 or +1 301 715 8592 or 877 853 5257 (Toll Free) or 888 475 4499 (Toll Free)

Webinar ID: 932 3075 6384

Name

Absent

Mayor David Alvey

☐

Commissioner At-Large Dist. 1 – Melissa Bynum

☐

Commissioner At-Large Dist. 2 – Tom Burroughs

☐

Commissioner Gayle E. Townsend

☐

Commissioner Brian McKiernan

☐

Commissioner Christian Ramirez

☐

Commissioner Harold Johnson

☐

Commissioner Mike Kane

☐

Commissioner Angela Markley

☐

Commissioner James Walters

☐

Commissioner Jane Philbrook

☐

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. INVOCATION GIVEN BY COMMISSIONER HAROLD JOHNSON, FAITH DELIVERANCE CHURCH OF GOD IN CHRIST**
- IV. PLEDGE OF ALLEGIANCE**
- V. REVISIONS TO AUGUST 13, 2020 AGENDA**
- VI. MAYOR'S AGENDA**
- VII. CONSENT AGENDA**

(Anyone wishing to speak about a particular item on the Consent Agenda must notify the Mayor when he asks if there are any “set-asides” on the Consent Agenda. Your item will then be discussed and voted on separately. All remaining items on the Consent Agenda are viewed as a single group and voted on with one vote.0

Item No. 1 - GRANT: FY21 VOCA APPLICATION FOR VICTIM SERVICES UNIT

Synopsis: Request to apply for and accept the FY21 VOCA grant in the amount of \$368,771 to fund the Victim Services Unit, submitted by Wendy Medina, Program Supervisor, KCKPD Victim Services. The \$92,191 required match will come from existing Police Dept. funds.

*On July 27, 2020, the **Public Works and Safety Standing Committee**, chaired by Commissioner Bynum, voted unanimously to approve and forward to full commission.*

Tracking #: 20255

Item No. 2 - RESOLUTION: DONATION OF A SHERIFF'S OFFICE VAN TO SALVATION ARMY

Synopsis: A resolution authorizing the donation of a 2008 Sheriff's Office transport van to the Salvation Army (valued between \$800 to \$1,500), submitted by Susan Alig, Assistant Counsel.

*On July 27, 2020, the **Public Works and Safety Standing Committee**, chaired by Commissioner Bynum, voted unanimously to approve and forward to full commission.*

Tracking #: 20235

Item No. 3 - PLAT: KC RAILCAR

Synopsis: Plat of KC Railcar, located at 1147 South 14th St., being developed by Kansas City Railcar Services Inc., submitted by Brent Thompson, County Surveyor; and Troy Shaw, County Engineer.

Tracking #: 20310

Item No. 4 - PLAT: TURNER LOGISTICS CENTER

Synopsis: Plat of Turner Logistics Center located at College Parkway and Tauromee Ave. and being developed by Turner Land LLC, submitted by Brent Thompson, County Surveyor: and Troy Shaw, County Engineer.

Tracking #: 20311

Item No. 5 - MINUTES

Synopsis: Minutes from special session of July 13, 2020.

Tracking #: MINUTES

Item No. 6 - WEEKLY BUSINESS MATERIAL

Synopsis: Weekly business material dated July 23 and 30, 2020.

Tracking #: WEEKLY BUSINESS MATERIAL

VIII. PUBLIC HEARING AGENDA

Item No. 1 - ORDINANCE AND RESOLUTION: THE YARDS II APARTMENT AND RIVERFRONT DEVELOPMENT

Synopsis: Request consideration of the following resolution and ordinance regarding KC The Yards II, LLC, plan for a first-class apartment complex located west of State Line Road, east of the Kansas River, north of Kansas Avenue, and south of Interstate 670 in the historic West Bottoms, submitted by Katherine Carttar, Director of Economic Development

- An ordinance creating the Riverfront Redevelopment District
- A resolution adopting the Development Agreement for the Yards II Apartments

*This item appeared before the **Economic Development and Finance Standing Committee**, chaired by Commissioner Burroughs, on July 6, 2020. It was requested, and approved by the Mayor, to fast track this item to the July 9, 2020 full commission meeting setting the public hearing for August 13, 2020.*

Tracking #: 20232

IX. STANDING COMMITTEES' AGENDA

X. ADMINISTRATOR'S AGENDA

Item No. 1 - ORDINANCE AND RESOLUTION: AUTHORIZING ISSUANCE OF GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2020-B

Synopsis: An ordinance authorizing and providing for the issuance of general obligation

refunding and improvement bonds, series 2020-B, and a resolution prescribing the form and details of and authorizing and directing the sale and delivery of the bonds, submitted by Kathleen VonAchen, Chief Financial Officer.

Tracking #: 20306

Item No. 2 - ORDINANCE AND RESOLUTION: AUTHORIZING THE ISSUANCE OF TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020-C

Synopsis: An ordinance authorizing and providing for the issuance of taxable general obligation refunding bonds, series 2020-C, and a resolution prescribing the form and details of and authorizing and directing the sale and delivery of the bonds, submitted by Kathleen VonAchen, Chief Financial Officer.

Tracking #: 20307

Item No. 3 - ORDINANCE AND RESOLUTION: AUTHORIZING THE ISSUANCE OF TAXABLE SPECIAL OBLIGATION ANNUAL APPROPRIATION REFUNDING BONDS, SERIES 2020-D

Synopsis: An ordinance authorizing and providing for the issuance of taxable special obligation annual appropriation refunding bonds, series 2020-D, and a resolution prescribing the form and details of and authorizing and directing the sale and delivery of the bonds, submitted by Kathleen VonAchen, Chief Financial Officer.

Tracking #: 20308

Item No. 4 - TWO RESOLUTIONS: AUTHORIZING MUNICIPAL TEMPORARY NOTES, SERIES 2020-II & MUNICIPAL TEMPORARY NOTES, SERIES 2020-III (COUNTY ERP PROJECT)

Synopsis: Resolutions authorizing and providing for the issuance of Municipal Temporary Notes for County ERP Project, submitted by Kathleen VonAchen, Chief Financial Officer.

Two resolutions:

-Municipal Temporary Notes, Series 2020-II

-Municipal Temporary Notes, Series 2020-III

Tracking #: 20309

- XI. COMMISSIONERS' AGENDA**
- XII. LAND BANK BOARD OF TRUSTEES' CONSENT AGENDA**
- XIII. PUBLIC ANNOUNCEMENT**
- XIV. ADJOURN**



Staff Request for Commission Action

Tracking No. 20255

Full Commission Meeting Date: 8/13/20

Committee: Public Works & Safety

Date of Standing Committee Action: 7/27/20

(If none, please explain):

Publication Required: No

<u>Date:</u>	<u>Contact Name:</u>	<u>Contact Phone:</u>	<u>Contact Email:</u>	<u>Department/Division:</u>
8/7/2020	Wendy Medina	x6029	wmedina@kckpd.org	Police Department

Item Description:

I am requesting permission to submit an application to VOCA for Fiscal Year 2021. VOCA has funded the Victim Services Unit since its inception in 1999. The current VOCA grant (FY 2020) has provided \$369,564 in federal funds with KCKPD contributing \$92,391 in match funds. For the 2021 fiscal year, the proposed budget requests \$368,771 in federal funds with a required \$92,191 in Match funds to be contributed by the KCKPD.

In 2021, the unit expects to be fully staffed with one Program Supervisor, two Response Advocates, two Order of Protection Advocates, and one Administrative Assistant. VSU is dedicated to serving victims of domestic violence, sexual assault, child abuse, under-served violence crimes such as homicides, and under-served non-violence crimes such as property crimes.

In summary, we are requesting essentially the same federal funding level as last years' – minus \$993, and utilizing existing Match, resulting in no additional funds from the Police Department than already committed.

Action Requested:

Approve

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

VOCA FY 21 Budget Narrative

FY 2020 PROGRAM BUDGET – INCOME

SOURCE	AMOUNT	STATUS	DATE
Unified Government of WyCo/KCK – Cash	\$49,564	Committed	09/05/2019
Unified Government of WyCo/KCK – In-kind	\$42,827	Committed	09/05/2019
VOCA-GOV	\$369,564	Received	12/23/2019
TOTAL	\$461,955		

FY 2021 PROGRAM BUDGET – INCOME

SOURCE	AMOUNT	STATUS	DATE
Unified Government of WyCo/KCK – Cash	\$48,718	Committed	09/05/2019
Unified Government of WyCo/KCK – In-kind	\$43,473	Committed	09/05/2019
VOCA-GOV	\$368,771	Requested	
TOTAL	\$460,962		

PERCENT OF TIME DEDICATED BY PRIORITY AREA

Sexual Assault: 10%

Domestic Violence: 45%

Child Abuse: 10%

Underserved Violent: 30%

Underserved Non-Violent: 5%

Medina (75% VOCA): SA = 20%, DV = 15%, CA = 10%, US = 55%

Cantu (90% VOCA): SA = 10%, DV = 20%, CA = 10%, US = 60%

Banks (90% VOCA): SA = 10%, DV = 40%, CA = 10%, US = 40%

Reyes (100% VOCA): SA = 10%, DV = 70%, CA = 10%, US = 10%

Arcano (100% VOCA): SA = 10%, DV = 70%, CA = 10%, US = 10%

Hatchett (VOCA Match Hours): SA = 10%, DV = 10%, CA = 10%, US = 70%

KU Volunteers: SA = 10%, DV = 70%, CA = 10%, USV = 10%, USNV = 0%

JCCC/KCKCC/Sisters of Charity Volunteer: SA = 10%, DV = 45%, CA = 10%, USV = 10%, USNV = 5%

BUDGET NARRATIVE EXPENSES – VOCA FY 2020

Line Item	Description	Location	Computation	Request
FEDERAL PERSONNEL				
Program Supervisor (E)	Medina 75% VOCA Salary 10/1/19 to 9/30/20		\$5,701/mo x 3 mos x 75% \$5,930/mo x 9 mos x 75%	\$52,855
	Health Insurance Waiver		\$150 x 12 mos x 75%	\$1,350
Response Advocate 1 (E)	Cantu 75% VOCA Salary 10/1/19 to 9/30/20		\$4,150/mo x 3 mos x 75% \$4,317/mo x 9 mos x 75%	\$38,478
Response Advocate 2 (E)	Banks 75% VOCA Salary 10/1/19 to 9/30/20		\$3,780/mo x 3 mos x 75% \$4,317/mo x 9 mos x 75%	\$37,645
PFA Advocate 1 (E)	Reyes 100% VOCA Salary 10/1/19 to 9/30/20		\$4,150/mo x 3 mos \$4,317/mo x 9 mos	\$51,303
PFA Advocate 2 (E)	Arcano 100% VOCA Salary 10/1/19 to 9/30/20		\$4,150/mo x 3 mos \$4,317/mo x 9 mos	\$51,303
			TOTAL FEDERAL PERSONNEL	\$232,934
Match Personnel	(Police Services Budget) Volunteers In-Kind Match			
Response Advocate 1 (E)	Cantu 10/1/19 to 9/30/20 20% VOCA Match Salary		\$4,150/mo x 3 mos x 20% \$4,317/mo x 9 mos x 20%	\$10,261
Response Advocate 2 (E)	Banks 10/1/19 to 9/30/20 20% VOCA Match Salary		\$3,780/mo x 3 mos x 20% \$4,317/mo x 9 mos x 20%	\$10,039
Program Aide (E)	Hatchett 10/1/19 to 9/30/20 100% VOCA Match Salary		\$1,181/mo x 3 mos \$1,229/mo x 9 mos	\$14,604
KU Social Work MSW Volunteer/Intern In-Kind Match	TBD 10/1/20 to 4/19/21 & 8/19/21 to 9/30/21		(\$23.94/hr x 15 hrs/wk x 13 wks) + (\$24.43/hr x 15 hrs/wk x 20 wks) = \$11,761 + Benefits: (\$11,761 x 7.65% = \$900) + (\$11,761 x .10% = \$12) + (\$11,761 x 8.89% = \$1045) + health insurance waiver (\$1,200 x 37.5% (15 hrs/wk) = \$450) = \$2,407. \$11,761 + \$2,407 = \$14,168 x 3 Interns	\$42,504
Other Volunteers KCKCC/JCCC Students; & Sisters of Charity Volunteer In-Kind Match	TBD 10/1/20 to 9/30/21 3 volunteers		\$15/hr x 20 hrs = \$300 Benefits: (\$300 x 7.65% = \$22.95) + (\$300 x .10% = \$.3) = \$323 x 3 volunteers	\$969
			Total Match Personnel	\$78,377
			TOTAL PERSONNEL	\$311,311
FEDERAL FRINGE BENEFITS				
FICA 1 & 2	Medina		\$52,855 x 7.65%	\$4,043
	Cantu		\$38,478 x 7.65%	\$2,944
	Banks		\$37,645 x 7.65%	\$2,880
	Reyes		\$51,303 x 7.65%	\$3,925
	Arcano		\$51,303 x 7.65%	\$3,925
Unemployment	Medina		\$52,855 x .10%	\$53
	Cantu		\$38,487 x .10%	\$38
	Banks		\$37,645 x .10%	\$38
	Reyes		\$51,303 x .10%	\$51
	Arcano		\$51,303 x .10%	\$51

KPERS	Medina		\$52,855 x 8.89%	\$4,699
	Cantu		\$38,478 x 8.89%	\$3,421
	Banks		\$37,645 x 8.89%	\$3,347
	Reyes		\$51,303 x 8.89%	\$4,561
	Arcano		\$51,303 x 8.89%	\$4,561
Health Insurance: Medical, Dental, Vision & \$3/mo for Standard Life Insurance				
	Cantu: Single Traditional Health; Family Dental & Vision		\$818/mo x 75% x 12 mos	\$7,362
	Banks: Single Traditional		\$773/mo x 75% x 12 mos	\$6,957
	Reyes: Family HSA		\$1,640 x 12 mos	\$19,680
	Arcano: Family HSA		\$1,640 x 12 mos	\$19,680
			TOTAL FEDERAL FRINGE	\$92,216
Match Fringe Benefits				
FICA 1 & 2	Cantu		\$10,261 x 7.65%	\$785
	Banks		\$10,039 x 7.65%	\$769
	Hatchett		\$14,604 x 7.65%	\$1,117
Unemployment	Cantu		\$10,261 x .10%	\$10
	Banks		\$10,039 x .10%	\$10
	Hatchett		\$14,604 x .10%	\$14
KPERS	Cantu		\$10,261 x 8.89%	\$912
	Banks		\$10,039 x 8.89%	\$892
Health Insurance	Banks		\$773/mo x 20% x 12 mos =	\$1,855
	Cantu		\$818/mo x 20% x 12 mos =	\$1,963
			Total Match Fringe	\$8,327
			TOTAL FRINGE	\$100,543
FEDERAL TRAVEL & TRAINING				
Local Conferences/Workshops	2020 Kansas Crime Victims' Rights Conference x 3 staff (USV)	Wichita, KS	Registration with pre-conference \$175 + hotel \$330 (\$110/night x 3 nights) (\$61 x 4 days, first and last at 75% -\$45 for lunch x 3 days) = \$168.5 = \$674 x 3 staff = \$2,022 for 1 vehicle \$232 (400 miles roundtrip x \$.58/mile) = \$2,254	\$2,254
	KAVA – Response Advocate 2, PFA Advocates 1 & 2 (USV)	Wichita, KS May, July, Sept 2021	Registration \$225 + hotel \$550 (\$110/night x 5 nights) + meals \$335.5 (\$61 x 6 days, first and last at 75%) + mileage \$232 (400 miles roundtrip x \$.58/mile) x 3 Staff (attend at different times)	\$4,068
Advanced Conferences – 1 per staff member	Conference on Crimes Against Women (DV)	Dallas, TX	Registration \$500 + airfare & transportation \$400 + hotel \$700 (\$175/night x 4) + meals \$288 (\$64 x 5 days, first and last 75%)	\$1,888
	Crimes Against Children Conference (CA)	Dallas, TX	Registration \$500 + airfare & transportation \$400 + hotel \$640 (\$160/night x 4) + meals \$288	\$1,828

			(\$64 x 5 days, first and last 75%)	
	NOVA – National Organization for Victim Assistance Conference (USV)	Orlando, FL	Registration \$470 + airfare & transportation \$450 + hotel \$600 (\$120/night x 5) + meals \$308 (\$56 x 6 days, first and last 75%)	\$1,828
	National Sexual Assault Conference (SA)	Anaheim, CA	Registration \$400 + airfare & transportation \$450 + hotel (\$840 (\$210/night x 4) + meals \$275 (\$61 x 5 days, first and last 75%))	\$1,965
			TOTAL FEDERAL TRAVEL & TRAINING	\$13,831
FEDERAL SUPPLIES & COMMUNICATION				
Printing	English and Spanish Resource Cards & Brochures		(1,000 cards at \$210 x 15) + (1,000 brochures at \$205 x 15)	\$6,225
Office Supplies - HQ	Paper, pens, pencils, ink, etc.		\$250/mo x 75% x 12 mos	\$2,250
Office Supplies – PFA Office	Paper, pens, pencils, ink, etc.		\$200/ mo x 12	\$2,400
R/Client Software	Tech Support		\$900/yr x 75%	\$675
			TOTAL FEDERAL SUPPLIES & COMMUNICATION	\$11,550
Match Supplies & Communication				
R/Client Software	Tech Support		\$900/year x 25%	\$225
Office Supplies – HQ	Paper, pens, pencils, ink, etc.		\$250/mo x 25% 12 mos	\$750
Postage	Letters to Victims		752/mo x 12 mos x \$.50/letter	\$4,512
			Total Match Supplies	\$5,487
			TOTAL SUPPLIES & COMMUNICATION	\$17,037
FEDERAL CONTRACT				
Network Cards	For VSU Laptops		\$40/mo (PFA) x 2 laptops + \$40/mo x 3 laptops x 75% \$100/mo x 12 mos	\$2,040
			TOTAL FEDERAL CONTRACT	\$2,040
FEDERAL OTHER COSTS				
Direct Assistance to Victims	Emergency Transportation – single ride bus passes & taxi vouchers to Sunflower House		\$1.50/pass x 2,000 = \$3,000 \$50/taxi ride x 4/month x 12 mos = \$2,400	\$5,400
	Crisis Intervention Supplies		\$100/mo x 12 mos (\$20 kleenex, \$15 water, \$15 blankets, \$20 clothing, \$20 single meals, \$10 feminine hygiene or diapers)	\$1,200
Emergency Safety and Shelter	Broken Door & Window Repair or Hotel Vouchers		\$600/emergency x 12	\$7,200
	Lock Replacement		\$150/emergency x 16	\$2,400
			TOTAL FEDERAL OTHER COSTS	\$16,200
			TOTAL FEDERAL	368,771
			Total Match	92,191
			TOTAL VOCA REQUEST	460,962



Staff Request for Commission Action

Tracking No. 20235

Full Commission Meeting Date: 8/13/20

Committee: Public Works & Safety

Date of Standing Committee Action: 7/26/20

(If none, please explain):

Publication Required: No

<u>Date:</u> 8/7/2020	<u>Contact Name:</u> Susan Alig	<u>Contact Phone:</u> x5085	<u>Contact Email:</u> salig@wycokck.org	<u>Department/Division:</u> Legal
<u>Item Description:</u> Request approval to donate a 2008 Sheriff's Office transport van to the Salvation Army. The van is worth \$800 to \$1,500, submitted by Susan Alig, Assistant Counsel.				
<u>Action Requested:</u> To adopt the resolution and approve the authorization of the donation.				
<u>Budget Impact: (if applicable)</u> Amount: Source: Included In Budget: Other (explain):				
<u>Attachments List:</u> Resolution donating van, Donation Agreement with Salvation Army, A10518 Sherriff Transport Van_Revised (002)				

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE LOANING AND DONATION OF
EQUIPMENT FROM THE WYANDOTTE COUNTY SHERIFF'S OFFICE TO
THE KANSAS CITY, KANSAS SALVATION ARMY**

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas is the present owner of a 2008 Ford E250 Van (VIN 1FTNS24L88DA95542) (hereinafter "the Van") which is currently in the possession of the Wyandotte County Sheriff's Office and the Unified Government Fleet Center; and

WHEREAS, the Van has exceeded its useful life for the Sheriff's Office; and

WHEREAS, the Van is a discontinued model for which parts are becoming increasingly difficult to find and its resale value is limited by its poor condition, modifications for purposes of prisoner transport, age of 12 years, and high mileage of 137,535 miles; and

WHEREAS, the Van likely has a value of \$800.00 to \$1,500.00 if sold at auction; and

WHEREAS, the Van is still usable and the Kansas City, Kansas Salvation Army, a non-profit community organization, has a need for it; and

WHEREAS, the Unified Government wishes to donate the Van to the Kansas City, Kansas Salvation Army, under K.S.A. 19-101, and in recognition of the public purpose such donation will serve.

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

- 1. Donation of E250 Van (VIN 1FTNS24L88DA95542).** That the Unified Government does hereby authorize the Wyandotte County Sheriff's Office and the County Administrator's Office to establish a procedure for the donation of one Van on behalf of the Unified Government, and that the Wyandotte County Sheriff and the County Administrator are hereby authorized to enter into agreements and take any action required and necessary to implement and satisfy the intent of this resolution.
- 2. Effective Date.** This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body of the Unified Government.

**ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED
GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS,
THIS ____ OF _____, 2020.**

ATTEST:

Unified Government Clerk

Equipment Donation and Waiver of Liability Agreement

THIS EQUIPMENT DONATION AND WAIVER OF LIABILITY AGREEMENT (the "Agreement") is entered into between the Unified Government of Wyandotte County/Kansas City, Kansas ("Owner") and the Salvation Army of Kansas City, Kansas ("Donee")(collectively "the Parties");

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas ("Owner") desires to donate a 2008 Ford Motor Co. Extended ¾ Ton Van VIN 1FTNS24L88DA95542 ("Van"), to the Salvation Army of Kansas City, Kansas ("Donee");

WHEREAS, the Unified Government Board of Commissioners authorized such action through the approval of R-____-20.

SUBJECT, HOWEVER, to the following conditions and restrictions:

1. Donee assumes all liability for use, operation and maintenance of the Van and agrees to hold harmless and indemnify Owner for any and all claims, costs, judgments, actions, debts, liability costs, attorney's fees or any other request for monies or any type of relief arising from or incident to the use, operation, transfer, donation, use processing, disposition, or any subsequent operation performed upon, exposure to or contact with any component, part, constituent or ingredient of the item, material or substance, whether intentional or accidental, of the donated Van.
2. This Agreement shall be binding on and inure to the benefit of the parties hereto, their successors and assigns, their personal representatives, any trustees, conservators, or guardians that have been appointed or that might in the future be appointed for or on behalf of the Parties hereto or their assets.
3. This Agreement shall be construed pursuant to the laws of the State of Kansas.
4. The Parties declare and represent that no promise, inducement, or agreement not expressed in this waiver has been made or offered to them and that this agreement is not executed in reliance upon any statement or representation made by Owner or any other person or entity except as specifically set out herein. The Parties understand and agree that this instrument contains the entire agreement between the Parties, and that the terms and provisions of this Agreement are contractual and not mere recitals. This Agreement may be modified or amended only by the written agreement of the Parties hereto.

IN WITNESS AND AGREEMENT WHEREOF, the Parties hereby execute this Agreement.

UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS

By: _____
Douglas G. Bach

Title: County Administrator

Date: _____

THE SALVATION ARMY OF KANSAS CITY, KANSAS

By: _____

Title: _____

Date: _____



PUBLIC WORKS FLEET SERVICES

FLEET COMPLEX

5033 STATE AVENUE KANSAS CITY, KS 66102

(913) 573-8371

****Memorandum****

TO

Donald Ash, Sheriff
Jane Wilson, Sheriff Dept.
Bob Gunja, Sheriff Dept.
Susan Alig, Assistant Counsel, Legal Dept.

FROM

Jeff Miles, Fleet Manager

DATE

6-22-2020

RE

Unit #10518 Transport Van

ATTACHMENTS

N/A

Unit #10518 details: 2008 Ford Motor Co. Extended $\frac{3}{4}$ Ton Van

VIN 1FTNS24L88DA95542

Miles: 137535

V8 Gas Engine

Original Purchase Price by UG: \$20,835.00

YTD Maintenance Cost: \$26,201.83

The E250 model van is discontinued and is 12 years old.

Condition: Rough, both rear quarter panels are rotted. Tires are at 50%. Needs complete tune-up, brakes, rotors, minor repairs to seats, doors hinges, etc. Finding parts for this van will become harder and harder to find because of the model being discontinued and year.

Repurpose Challenges: The van was used through its life for prisoner transportation. It has an aftermarket self-contained cage in the rear that has transported thousands of criminals/inmates. It is bolted down to the floor of the van and we can see severe corrosion around fasteners, under the cage on the floorboard from body fluids, cleaning, etc. over the years. Removing this cage (see photo) would be a very time-consuming process and would have to pay to get it sanitized by a vendor we use before it would be able to be repurposed.

Liquidation Options: Leaving the cage inside the back of the van and auctioning it off would drastically reduce the potential market for this van. I know of no law enforcement agencies wanting to buy a used transport van with 137,535 miles on it. If we choose to remove the cage and auction the vehicle off it would expand the potential market but we would have 40+ hours of labor to remove it and the cost of sanitizing. It would cost us more to prepare it for sale than to have the Sheriff's department liquidate on their own.

The unit is too old to trade it towards a future purchase from a new vehicle distributor.

Anticipated Auction Price: There were no exact prisoner vans to compare that I could find. There were a couple of handicap vans, which would be a specialty van as well with a limited market. Those units sold between \$800 and \$1500 with similar years.



PUBLIC WORKS FLEET SERVICES

FLEET COMPLEX

5033 STATE AVENUE KANSAS CITY, KS 66102

(913) 573-8371



20310

CONSENT AGENDA ITEM NO. 3



**UNIFIED GOVERNMENT OF WYANDOTTE COUNTY
& KANSAS CITY, KANSAS
PUBLIC WORKS DEPARTMENT**

ONE McDOWELL PLAZA

701 NORTH 7TH STREET, 66101

(913) 573-5400
FAX (913) 573-5435

August 5th, 2020

Mrs. Bridgette D. Cobbins
Unified Government Clerk
East Building

Re: Subdivision Plat Approval for: **KC RAILCAR**

Dear Mrs. Cobbins:

Please be advised that the Engineering Division has reviewed the attached plat of KC RAILCAR located at 1147 South 14th Street and being developed by Kansas City Railcar Services Inc.

Currently, we recommend that the Commissioners accept this plat and authorize the Mayor/CEO and Unified Government Clerk signatures. I am providing you with two mylars for signature, and ten (1) paper copy for Commission review. Please place this on the next scheduled Commission agenda.

After the Mayor has signed the plat, it should be referred to Planning Division for further processing.

Respectfully submitted,

Brent E. Thompson, P.L.S.
County Surveyor

Troy Shaw, P.E.
County Engineer

TK

FILED

AUG 06 2020

UNIFIED GOVERNMENT CLERK

Attachments

20311

CONSENT AGENDA ITEM NO. 4



**UNIFIED GOVERNMENT OF WYANDOTTE COUNTY
& KANSAS CITY, KANSAS
PUBLIC WORKS DEPARTMENT**

ONE McDOWELL PLAZA

701 NORTH 7TH STREET, 66101

(913) 573-5400
FAX (913) 573-5435

August 5th, 2020

Mrs. Bridgette D. Cobbins
Unified Government Clerk
East Building

Re: Subdivision Plat Approval for: **TURNER LOGISTICS CENTER**

Dear Mrs. Cobbins:

Please be advised that the Engineering Division has reviewed the attached plat of **TURNER LOGISTICS CENTER** located at College Parkway and Tauromee Ave and being developed by Turner Land LLC.

Currently, we recommend that the Commissioners accept this plat and authorize the Mayor/CEO and Unified Government Clerk signatures. I am providing you with two mylars for signature, and ten (1) paper copy for Commission review. Please place this on the next scheduled Commission agenda.

After the Mayor has signed the plat, it should be referred to Planning Division for further processing.

Respectfully submitted,

Brent E. Thompson, P.L.S.
County Surveyor

Troy Shaw, P.E.
County Engineer

TK

FILED

AUG 06 2020

UNIFIED GOVERNMENT CLERK

Attachments

STATE OF KANSAS)
WYANDOTTE COUNTY)) SS
CITY OF KANSAS CITY, KS)

SPECIAL SESSION, THURSDAY, JULY 13, 2020

The Unified Government Commission of Wyandotte County/Kansas City, Kansas, met in Special Session, Monday, July 13, 2020, with eleven members present on line: Bynum, Commissioner At-Large First District; Burroughs, Commissioner At-Large Second District (arrived online at 5:20 p.m.); Townsend, Commissioner First District; McKiernan, Commissioner Second District; Ramirez, Commissioner Third District; Johnson, Commissioner Fourth District; Kane, Commissioner Fifth District; Markley, Commissioner Sixth District; Walters, Commissioner Seventh District; Philbrook, Commissioner Eighth District; and Alvey, Mayor/CEO presiding. The following officials were also in attendance: Doug Bach, County Administrator; Angela Lawson, Deputy Chief Counsel; Bridgette Cobbins, Unified Government Clerk; Gordon Criswell, Emerick Cross, and Melissa Sieben, Assistant County Administrator's; Kathleen VonAchen, Chief Financial Officer; Debbie Jonscher, Deputy Chief Financial Officer; Reginald Lindsey, Budget Manager; and Wilba Miller, Director of Community Development.

MAYOR ALVEY said before I call the meeting to order, I want to announce that due to COVID-19, we have individuals attending remotely. All participants joining by phone should mute their phones when not speaking to avoid background noise. During the meeting, please make sure that you announce yourself by name and title every time you speak so that the public participating knows who is speaking. This is critical given the number of remote participants in his current guidance from the Kansas Attorney General.

MAYOR ALVEY called the meeting to order.

ROLL CALL: Bynum, Townsend, McKiernan, Ramirez, Johnson, Kane, Markley, Walters, Philbrook, Alvey.

NOTICE OF SPECIAL SESSION of the Unified Government of Wyandotte County/Kansas City, Kansas, to be held Monday, July 13, 2020, at 5:00 p.m. by way of ZOOM for the final budget public hearing, along with the Community Development 2020 Annual Action Plan and the

Substantial Amendment to the Community Development 2019 Annual Action Plan along with the Library Mill Rate.

Due to COVID-19 the public will be able to observe or listen to the meeting live on YouTube or UGTV or through ZOOM.

CONSENT TO MEETING of the governing body of Wyandotte County/Kansas City, Kansas, accepting service of the foregoing notice, waiving all and any irregularities in such service and in such notice, and consent and agree that we, the governing body, shall meet at the time and place therein specified and for the purpose therein stated.

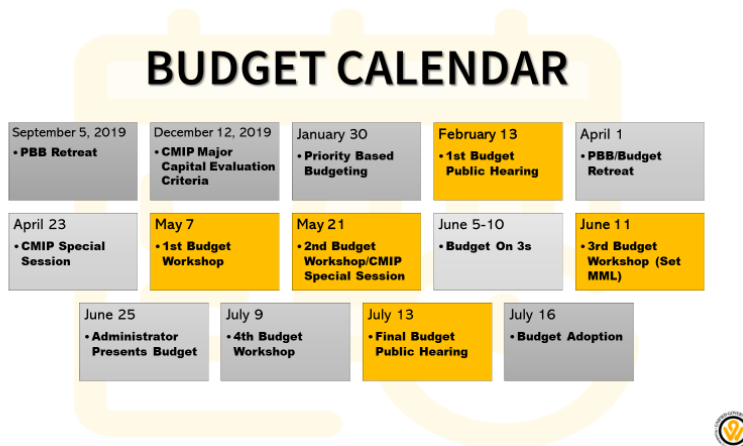
Mayor Alvey said tonight is our Final Budget Public Hearing. I will now turn it over to Doug Bach to introduce staff.

Doug Bach, County Administrator, said at this point I'll go ahead and ask you to load the presentation Reggie or Rocki, whoever is doing that.



As the Mayor stated, tonight is our Final Public Hearing, what is a fairly long process as we move through our budget calendar. This all really starts—it seems like we finish one budget process and then we start again a couple months later with the next part of the budget process.

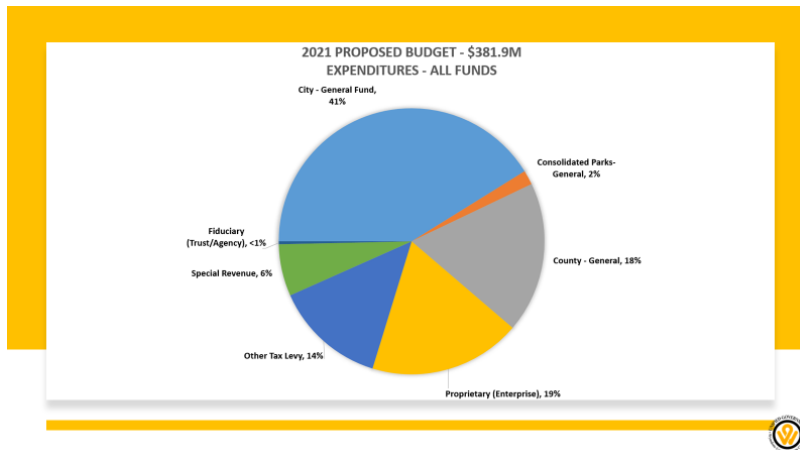
July 13, 2020



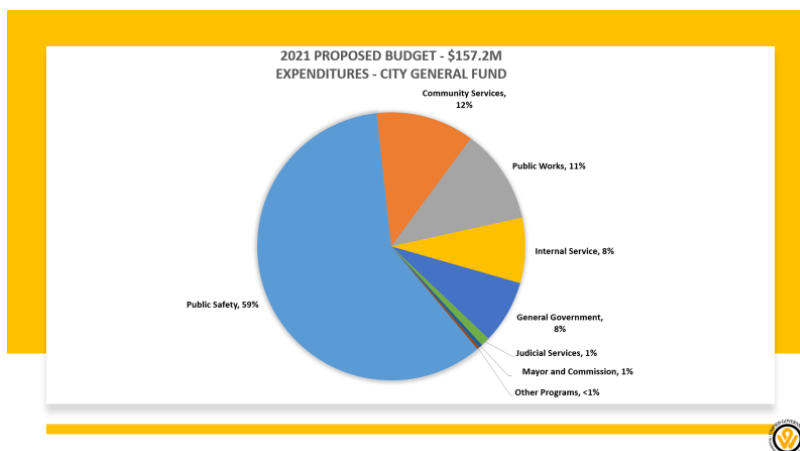
As I look at the budget calendar, you know, we started doing some items on the retreat to think about direction of this year's budget to go through and do our Capital budgeting. We started with our first public hearing in February to get input as to important items coming into this year's budget. Of course, this year was very unique when we had that public hearing. We probably had a lot bigger perspective of different things with directions we could go to add to this year's budget as we we're looking at an economy that was fairly robust. Everything changed in March of this year as COVID really came to play in the United States. It started to hit into our economy and in the Kansas City area in late March. At that time, we really shut down a lot of businesses, so we've seen some changes to our revenue flows, obviously, less than projected, though as we saw in our last meeting not as bad as maybe we were anticipating, but certainly a lot less than what we were making last year and it puts us in a position of having to do a lot of steps to balance our budget.

As you can see on the calendar, we highlighted in yellow. All of these have to do with different budget type activities. The public hearings and the budget workshops that the Commission has noted are all noted here on this presentation tonight, so there are series of five different budget workshops that the Commission did along with a couple of public hearings specifically to draw input. This is the final one that is really set out more from a statutory obligation before we move forward to what is projected to be the adoption this Thursday.

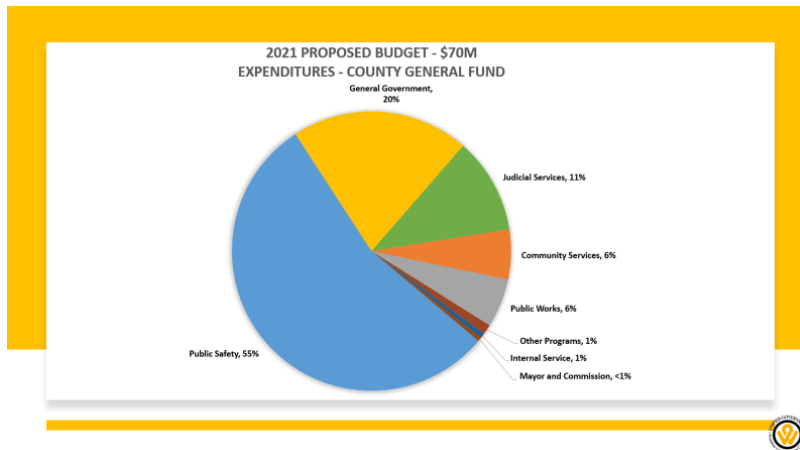
With this, I'm going to ask Reginald Lindsey, our Budget Director, to walk through a few key points in our budget just basically from the numbers and where things are presented from before we move to the public hearing.



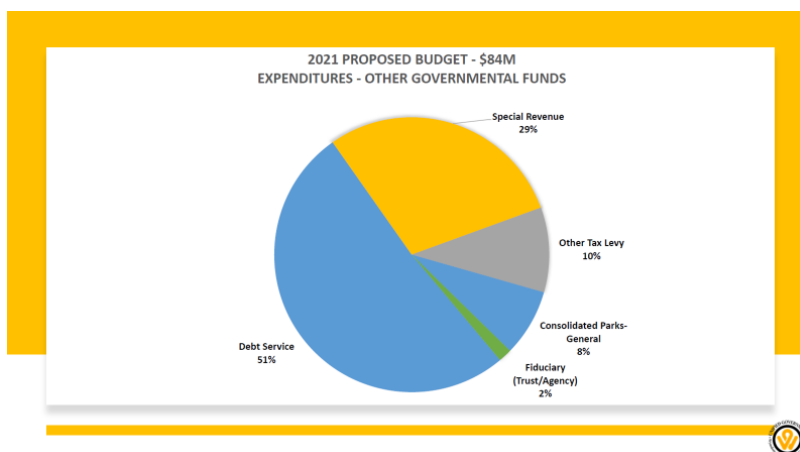
Reginald Lindsey, Budget Director, said the Unified Government's total 2021 Proposed Budget is a \$382M budget. It funds 29 state certified funds and provides 200 services to the community.



The 2021 Proposed Budget for the City General Fund is \$157M. The current slide looks at the different functional areas for the City General Fund. As we can see, Public Safety is 59% of the pie and it's around \$92M. We have Community Services at 12% of the pie and that consists of departments such as Transit, NRC and Urban Planning. That totals like \$19M. Another big portion of the pie is Public Works at 11% at \$17M.

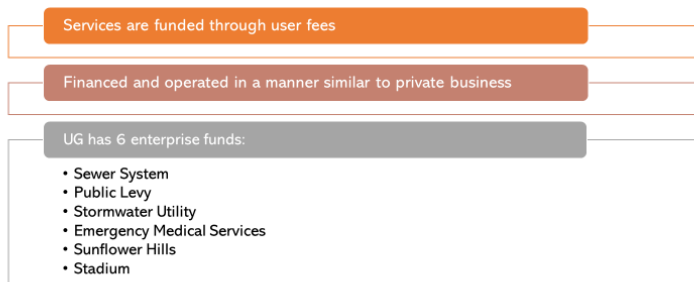


I'm going to trail down into the County General Fund and look at the different functional areas within it. The County General Fund for 2021 Proposed Budget is a \$70M budget of that 56% of it is Public Safety and that equates to \$39M. Some of the departments we find there is the Sheriff's Department, Community Corrections and Emergency Management. Another piece of the pie is General Government which is at 19% for about \$13M. Departments within it are Legal, Appraiser, and Finance. Then also, we have Judicial Services which is 11% of the pie or \$8M. Some of the departments that we have there are District Attorney and District Courts.

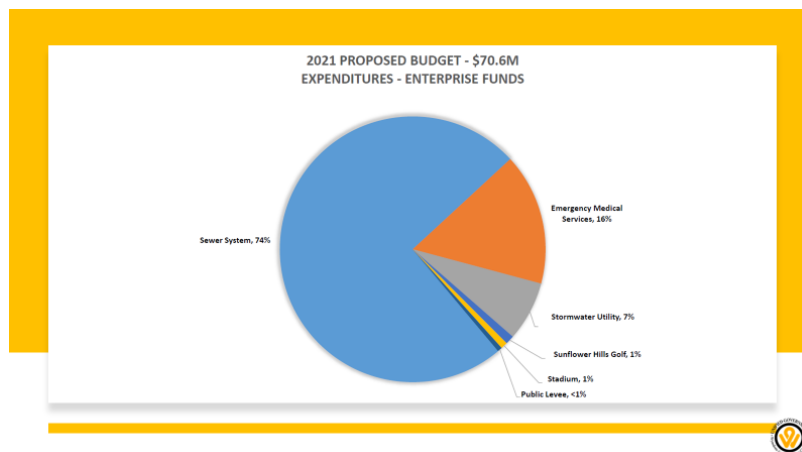


This chart is a breakout of the 20 other funds that total \$84M within our \$382M budget. One of the biggest pieces there is the \$42M Debt Service Fund which is 51%. Then we have Special Revenue Funds that equal \$24M. One of the biggest funds there is our Dedicated Sales Tax Fund. Another piece of the pie is our Consolidated Parks Fund which is \$6.6M.

Enterprise Funds

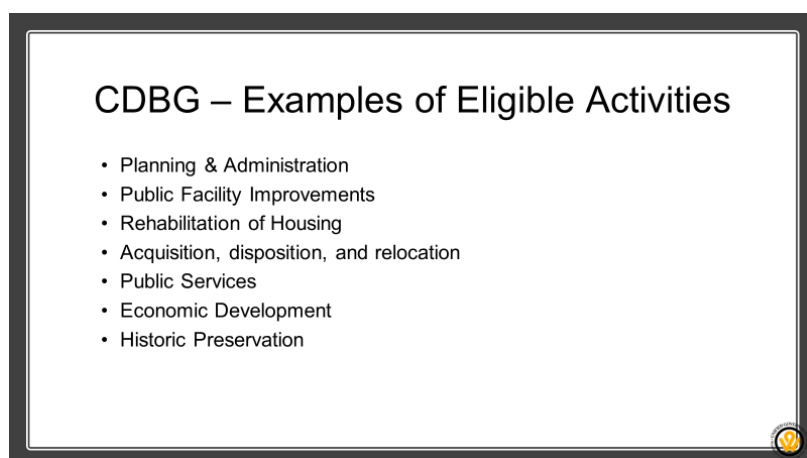


Within the Unified Government we also have Enterprise Funds. These funds produce their own revenue and kind of run as a business. Some of those funds are Sewer System, Public Levy, Stormwater Utility, EMS Fund, Sunflower Hills and the Stadium.



This slide trails down into the Enterprise Funds which are \$70M and we can see the Sewer System is 74% of that pie at \$52M. EMS is 16% of the pie at \$11M and Stormwater Utility is \$5M of the pie.

I'm going to turn it over to Wilba Miller, our Community Development Director.



Wilba Miller, Community Development Director, said the Unified Government of Wyandotte County/Kansas City, Kansas receives an annual allocation of Entitlement Funds from the U.S. Department of Housing and Urban Development or HUD for the following programs: Community Development Block Grant, HOME Investment Partnership, and Emergency Solutions Grant Programs.

In order to receive the funds, the Unified Government must submit an Annual Action Plan to HUD. The 2020 Annual Action Plan is the 4th year of the Community Development's 2017-2021 5-Year Plan.

The Annual Action Plan consolidates the three grant programs into a single application which includes a description of the projects and activities expected to be undertaken using grant funds and any expected program income. Examples of eligible CDBG activities are shown on the current slide. The plan also includes actions that the UG expects to take during the program year to pursue the 5-Year strategies.

July 13, 2020

As Doug said, the UG must hold two public hearings to inform the community about the plan, the plan process, and to obtain community input. The first public hearing was held on February 13th. Prior to developing the draft plan, the draft plan was published on June 11, 2020 and the citizens were given 30 days to comment. We are fulfilling our second public hearing requirement tonight.

The Plan Budget is summarized by the following slides and is shown by grant and activities.

COMMUNITY DEVELOPMENT FY 2020 GRANT BUDGET	
REHABILITATION	1,025,886
PUBLIC FACILITIES & IMPROVEMENTS	650,000
PUBLIC SERVICES	168,000
ADMIN	460,971
TOTAL	\$2,304,857



Community Development \$2,304,857.

HOME FUNDS FY 2020 GRANT BUDGET	
HOME CHIP	188,626
REHAB/NEW CONSTRUCTION	600,000
ADMIN	87,625
TOTAL HOME	\$876,251



The HOME Program \$876,251.

EMERGENCY SOLUTIONS
FY 2020 GRANT BUDGET

ESG PROGRAM ACTIVITIES	183,451
ADMIN	14,874
TOTAL ESG FUNDS	\$198,325



The Emergency Solutions Grant Fund \$198,325.

This Plan must be submitted to HUD 45 days prior to the fiscal year that starts October 1st which means submission can be no later than August 15, 2019. Failure to submit by August 15th will automatically result in a loss of these grant funds.

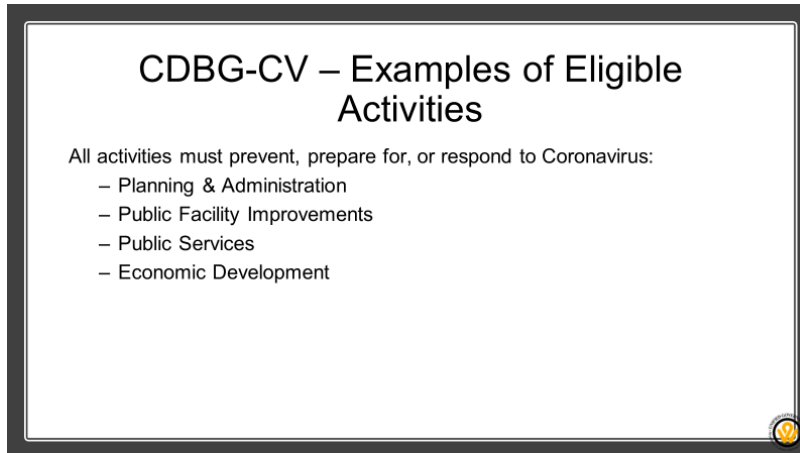
A resolution calling for the adoption of the 2020 Annual Action Plan and all of its attachments will be presented for Commission approval during the meeting on July 16th for the adoption of the Unified Government budget.

HUD CARES ACT FUNDS:
SUBSTANTIAL AMENDMENT #1 TO
THE 2019 ANNUAL ACTION PLAN



In addition to the regular Entitlement Grants, the Unified Government has been allocated three additional tranches or allotments of HUD funding to prevent, prepare for, and respond to Coronavirus as authorized in the CARES Act. In addition to regulatory requirements for our regular CDBG and ESG programs, these funds carry statutory requirements from the CARES and Stafford Acts.

July 13, 2020



In order to most quickly receive the funding, the UG has been directed by HUD to submit a Substantial Amendment to our 2019 Annual Action Plan. The Substantial Amendment includes updates to that budget to include CARES Act funding and a description of the projects and activities expected to be undertaken. Due to regulatory waivers, the Substantial Amendment had a 5-day public comment period which ran July 9 through July 13, 2020. In addition, the public can comment this evening.

The following slides summarize eligible activities and the Amendment budget and is shown by grant program and activities.

**CDBG CV1
GRANT BUDGET**

PUBLIC SERVICES	300,000
ECONOMIC DEVELOPMENT	800,000
ADMIN	255,838
TOTAL	\$1,355,838

*CDBG-CV2 funds were only distributed to states.
 **CDBG-CV3 funds have yet to be awarded. HUD is developing the formula.



The CDBG COVID Budgets is \$1,355,838.

ESG CV- Examples of Eligible Activities

All activities must prevent, prepare for, or respond to Coronavirus:

- Street Outreach
- Emergency Shelter
- Homelessness Prevention
- Rapid Re-Housing
- Data Collection (HMIS)
- Administration

* Subrecipient grant match has been waived for ESG-CV funds



Emergency Solutions COVID money, examples of eligible activities, Street Outreach, Emergency Shelter, Homelessness Prevention, Rapid Re-Housing, Data Collection and Administration and no grant match—the grant match has been waived for the ESG COVID Fund.

EMERGENCY SOLUTIONS GRANT CV1 BUDGET

ESG-CV1 PROGRAM ACTIVITIES	615,492
ESG-CV1 ADMIN	68,387
TOTAL ESG-CV1	\$683,879

*ESG-CV1 allocation was subject to an RFP process.
Seven subrecipients who are current providers of homelessness and prevention services will be awarded based on process.



The first pot of money that came to us was the Emergency Solutions Grant CV1 budget for \$683,879. These funds were allocated through an RFP process and seven of our subrecipients who are current providers of homelessness and prevention services have been awarded based on process.

EMERGENCY SOLUTIONS
GRANT CV2 BUDGET

ESG-CV2 PROGRAM ACTIVITIES	1,536,929
ESG-CV2 ADMIN	170,769
TOTAL ESG-CV2 FUNDS	\$1,707,698



The second allocation of Emergency Solutions Grant CV2 Budget is \$1,707,698.

A second resolution calling for the adoption of the Substantial Amendment to the 2019 Annual Action Plan attachments will be presented for Commission approval during the meeting on July 16th for the adoption of the Unified Government budget. Once submitted, HUD will work to expedite the review process and issue grant agreements for all of these grants. This concludes my portion of the presentation.

Mr. Bach said, Mayor, that concludes the presentation portion of our presentation. With that, I will turn it over to you for conducting the public hearing.

Mayor Alvey asked, are there any comments or questions before I open the public hearing.

Commissioner Philbrook said I want to thank her for being on the ball and getting with the program as quickly as they had to. Of course, she's in the middle of a lot of these issues (inaudible), but I just want to remind you that you are so appreciated, and you will be definitely working (inaudible) over the next few months because we have other plans for you whoever that ambiguous we is. Just think about it. Thank you so much. **Ms. Miller** said thank you.

Commissioner Townsend said thank you for your work. I have two basic questions. In your presentation can you identify for me under what category the monies that we've had in the past to do home renovations are located? I'm including roofs, handicap access ramps, maybe if you could

put that portion of your presentation back up and identify that for me, I would appreciate it and tell me exactly how much we have for that area.

Ms. Miller said, Reggie, if you would go back to the beginning of my slides, it would be the second slide for Community Development. The 2020 Grant Budget. Commissioner, it is part of the Rehabilitation budget on this page. I believe that we had budgeted around \$400K.

Commissioner Townsend said excuse me, I'm just seeing on this page, it looks like the title page.

Ms. Miller said right. We did not get down into the detail for this public hearing because we had already brought it forward to Commission. So, it's about \$400K. **Commissioner Townsend** said

okay, and that's identified particularly as what. **Ms. Miller** said Rehabilitation of Housing HOME

Repair Program. **Commissioner Townsend** said HOME Repair. **Ms. Miller** said yes. **Mr. Bach**

said I think it's on the next slide Reggie. Is it not in this—which one of these categories Wilba?

Ms. Miller said no. That was in the detail presentation I made. It's included in this Rehabilitation line item of \$1M at the top of the page. It's just one of the several budgets under that Rehab.

Commissioner Townsend said okay, that's fine. I just wanted to make sure I understood where that was because sometimes the detail is not as detailed in some presentations as others. So, you're telling me it's under the Rehabilitation, the \$1,025,886. **Ms. Miller** said yes.

Commissioner Townsend said the second question was generally, you mentioned the COVID budget. Are those monies that have already been allocated under the Community Development system? **Ms. Miller** said we had two sets of money. The first set of money went through an RFP process to our homeless agencies and then we went through a ranking and review process for their applications and will be awarded last week if not this week to the agencies. The second round of money, we're putting an RFP out to the homeless agencies again within the next week. **Commissioner Townsend** said okay. Those allocations are being made through your department. I just didn't want anyone listening to become confused about applications that are upcoming dealing with federal money that we've been talking about. Thank you for your work.

Commissioner Bynum said I was just curious to know, will the Commission have discussion time after we hear public comment. **Mayor Alvey** said no, we did not set it up that way. We close the public hearing, but we do have a final discussion for the Library Mill Rate after the public hearing.

Commissioner Bynum said I was wanting to bring forward some level of conversation around

our fire stations. We had the conversation the night that I presented, and we had a bit more conversation last Thursday night, but what I don't think we've had is any attempt at a straw poll or consensus among the commissioners. We can do that tonight; we can do it Thursday; whatever you feel is appropriate. **Mayor Alvey** said I think it would have to come tonight, so after the public hearing, I assume, that at the end there would be some items brought forward. I do not know what those might be, but I assumed that would happen. **Commissioner Bynum** said okay, thank you.

Mayor Alvey said I will now open the public hearing. Before we take public comments, I would ask Ms. Cobbins to read the statement governing the public hearing.

Ms. Cobbins said we would like to welcome all present to this public meeting of the Unified Government of Wyandotte County/Kansas City, Kansas regarding the Unified Government 2021 Proposed Budgets and the 2020-2021 Annual Action Plan for Community Development. We appreciate the attendance of those joining us by ZOOM and on phone lines this evening. We recognize the importance of your views. We would, however, remind you that there are 19 individuals signed up to speak on the 2021 Proposed Budgets and the 2020-2021 Annual Action Plan for Community Development. Each person will be allowed three minutes to speak. Should you go to the two minute mark, I will announce that you have one minute remaining and that will allow you time to wrap up your comments.

The first speaker is Lorie Torrez. **Rocki Mayes, County Administrator's Office**, said I do not see anybody in the attendee's by the name of Lori Torrez.

Andrian Torrez. **Commissioner Bynum** said, Mayor, I'm going to guess both of those individuals plan to be speaking at the Planning & Zoning meeting that's also tonight. **Ms. Cobbins** said they were asking about the public hearing and about some items on the Woodlands. I don't know if they're trying to do both of the meetings. I can come back later.

Murrel Bland. **Ms. Mayes** said I do not see Murrel Bland on the attendee's list.

Charles Carney. **Ms. Mayes** said give me a second. I did see him, but I do not see him any longer. **Mayor Alvey** said do you think there was some confusion with folks that they thought they were going to be logging onto the Planning & Zoning meeting? **Ms. Cobbins** said specifically Murrel Bland did ask to speak in regard to the budget. The final budget meeting the information I received in my subject matter. **Mayor Alvey** said yes, he always does and that's good. **Ms. Mayes** said I do not see Mr. Carney on. He was on earlier, but I do not see him on any longer.

Ann Suellentrop, 1865 So. Pyle St., said I'm here today to demand funding for the Community Integrity Unit and the passage of the Wyandotte County Safe & Welcoming Act. I would like to briefly highlight one group affected by local police misconduct and that is the working women of the community. One former prostitute swore in an affidavit that when Detective Roger Golubski or any of the other officers he brought with him came to the Bottoms, we knew we had a choice of providing sexual services or getting arrested. Another said you had to engage in a sex act with him if you wanted to stay out of jail. Golubski always picked up the women in his police vehicle and that is where the sexual acts were performed. Police are given weapons and authorized to hurt and kill others to enforce the law. It is critical that they be held accountable and responsible when they abuse this power. I understand there is a proposal to spend \$260K to set up a Police Oversight Board and for a bilingual hotline for people to call in complaints. This is needed because it makes no sense to me to just let the police investigate themselves. I think such a board should not only have the ability to oversee cases going forward, but it should also be able to look into past cases of abuse. I believe this would increase public trust in the police force and lessen fears about the misuse of power.

Just to give you a little background about myself. I'm a recently retired pediatric registered nurse. I worked 45 years in Kansas City, earned a master's degree in Pediatric Nursing at KU Med Center in '82. I've lived at my current address since 1980. During the 90's when I was working at Bethany Medical Center we had an influx of Spanish speaking patients. At first there were no interpreters, so I went back to school to learn to be a medical Spanish interpreter and I went all over the hospital to help the patients. At that same time half of my street in Rosedale became Spanish speakers from Mexico, Guatemala and El Salvador. They're excellent neighbors and I have enjoyed getting to know them very much. I want Wyandotte County to be a place of welcome and safety for all. **Ms. Cobbins** said you have one minute. **Ms. Suellentrop** said the

nursing profession as well as many other professions all have oversight boards to hold them accountable. Nurses can be reported to the Kansas State Board of Nursing. They can be investigated, prosecuted, fined, even jailed. They can be mandated to take remedial classes or go through drug and alcohol treatment. They can lose their license. This is to protect the public from harm, and I believe police should have the similar oversight.

Kimberly Hunter said I'm in the 66101 zip code. This is in honor of my neighbor whom I will call Jewels. Jewels is not (inaudible), but you can find her story—**Mayor Alvey** said we're having a hard time. The sound is not coming through. It sounds like you're a little bit distanced from your microphone. **Ms. Hunter** said okay. Let me see if I can fix that. **Mayor Alvey** said that's much better. **Ms. Hunter** said I apologize; my sound was having an issue. In addition to the comments that Ann was sharing, I also am speaking on behalf of another victim of the KCKPD that occurred under Roger Golubski watch. Her story was told in the June 15th *Kansas City Star*. One of the things that she said in that article, and the others who testified with her, was that the KCKPD knew about Golubski behavior and there were other officers involved. Then we looked at how can this happen. Current policies prohibits transparency about complaints against police and the secrecy allowed the abuse to continue which is why professionals like nursing and social work publish their discipline record. Since 2017 when new administration took office we still had 10 complaints of racial and bias filed against KCKPD, so all of those were internally investigated and none of them resulted in discipline and the public knows nothing more about them.

This must change because what happened to these victims is about more than Golubski. It's about a culture of coverup. What happened to them is about our Unified Government budget that says a white male officers life is more valuable than a life of an Africa-American woman. Nothing in the budget proposed tonight will protect a woman like the one described in that June 15th article from an officer like Golubski. The proposed budget tonight gives \$93M to the Police and Sheriff, but zero dollars for three items taxpayers have been requesting to restore trust and safety and we've been asking for some of these things for over a year.

The first one is the Community Integrity Unit. Number 2 is an independent bilingual victim hotline. We began requesting that last summer. Number 3 is the Safe & Welcoming Wyandotte ordinance which we've been asking for two or three years for that. The first two items would cost a quarter of a million dollars to create an independent investigative team dedicated to

processing policemen conduct reports and presenting viable cases to the District Attorney for prosecution. **Ms. Cobbins** said you have one minute. **Ms. Hunter** said if our budget can pay for a victims legal settlement such as the Lamonte McIntyre case, which required hundreds of thousands of dollars in payout from our county because of that misconduct, if we can afford to pay that, surely we can afford a proactive plan to support survivors and prevent police violence and future lawsuits from occurring.

When we brought these issues before you in the past, we heard Mayor Alvey say he lacked the authority to prosecute Golubski and to fund these resources, but our understanding is that Alvey and County Administrator Doug Bach had authority to propose changes to this budget and that our commissioners have the power to approve it. If black lives matter in KCK, our budget must reflect that. Let's put the past behind us and try something new. Stop funding of use and coverup and start funding support for survivors. What happened to these women and to Lamonte McIntyre and to John Keith Calvin and to the other murders that were not investigated when Golubski was on the streets must never happen again. Please change the budget. **Ms. Cobbins** said your time is up. Thank you.

Marcus Winn, 420 Sandusky, said I live in Strawberry Hill. I also serve as the community organizer for MORE2 in Wyandotte County. I add our voice tonight to say that budgets are not only financial, but also morale documents that reflect the priorities of a community. As an organization MORE2 believes a major priority in our community should be fostering trust between law enforcement and the broader community. That means fully funding a Community Integrity Unit in line with best practices around the country as well as the final report on the President's Task Force on 21st Century Policing which calls universally for civilian oversight structures.

Additionally, annual reports to the Kansas State Attorney General on racial and bias based complaints made about KCKPD are available back to 2012 in detail. At least 46 complaints yet specify only two incidents during that time that were investigated by Internal Affairs. Checks and balances are a good thing and needed here in KCK. That process should also fully fund a bilingual hotline housed and administered outside KCKPD.

I've personally spoken to multiple residents who have started and attempted to file complaints only to abandon the process due to intimidation and fear of repercussions. Community trust requires a process where the public can come forward without fear of retribution.

Finally, that process should also include passage of the proposed Safe & Welcoming ordinance. While I understand the recent Special Session on this subject focused much time on what might happen regarding one part of the proposed ordinance, we believe speculation should not drive our policymaking. What is already happening is that many residents do not contact police when they witness or even our victims of crime because they themselves or someone they know, and love would be put at risk of deportation. **Ms. Cobbins** said you have one minute. **Ms. Winn** said this is about public safety in our community. The statuesque is unsustainable.

We believe these are necessary first steps in building trust here in our community and many agree. That's why we along with dozens of other local organizations that you all know have engaged thousands of voters around these issues over the last year and continue to do so. Just this weekend MORE2 leaders launched an online petition calling for these specific policies that has already gathered hundreds of signatures. My hope is truly that we can work together charting a course that acknowledges the need to build trust and proactively pursue specific policies to correct past wrongs, but we need you, as elected officials, to act and recognize the many voices of the community calling for real change.

Ms. Cobbins said I believe Murrel Bland has joined us.

Murrel Bland, 8311 Garfield, said thank you for the opportunity to speak at the budget hearing for the Unified Government. I speak today on behalf of about 80 members of Business West. Most of our members are small businesses and are very concerned about their respective property tax bills. Business West is pleased that you're proposing to hold the line with property taxes in your 2021 City and County budgets. The coronavirus pandemic that has affected all of us in one way or another has forced our members to examine all of our expenses very closely. Thank you for your consideration.

Ms. Cobbins said it looks like Charles Carney is also on the line.

Charles Carney said I'm here today to respectfully demand funding for the Community Integrity Unit and the creation of a line item for a Safe & Welcoming ordinance. Wyandotte County is the second most diverse county in the nation and it's time we start acting like it. As a resident of the

Prescott neighborhood for the last 16 years, I've come to know and appreciate the diverse and talented people of our county, but for too long now as a person of white privilege, I've stood by and witnessed exclusion and suppression of these neighbors. No longer will my silence be compliant. Yes, I have witnessed suppression in the wrongful imprisonment of Lamonte McIntyre and John Keith Calvin who have spent nearly 50 years in prisons for crimes they did not commit.

I know you say you can't go back and change that. Well, a Community Integrity Unit would help us prevent future atrocities and crimes against humanity like this. Honorable Mayor and members, I am tired of seeing Wyandotte Counties Black and Brown people going to jail in ridiculously unjust and disproportionate numbers.

Mayor Alvey, Sir, less you think us protestors are a bunch of leftwing fringe outsiders, I just want to express that I voted for you, so if I'm on the fringe, you're on the fringe. I admired you because of the utmost respect and help I got from your staff when I helped an elderly couple who was being evicted. For that, you and your staff should be commended, but I have to say I'm disappointed that there are no safeguards in this budget for equal justice under the law. I am now demanding that you afford the same respect and dignity for Black women who get detained in a routine traffic stop. She shouldn't be forced into non-consensual sex. Let's call it what it is, rape by an officer like Golubski and there should be oversight, independent oversight. Afford the same equal rights of the woman from Guacamole and her family who forcibly fled violence from her country. **Ms. Cobbins** said you have one minute. **Mr. Carney** said various spiritual documents have commanded us to welcome her and her family with open arms.

Furthermore, numerous studies have showed that when Safe & Welcoming ordinances are passed in other cities, the crime rate is also reduced significantly. Afford all of our honorable people the same rights you afford me a straight man of white privilege. We don't need any more listening sessions. Please no more hearings, no more task forces, no more discussions, no more pretending we don't understand. If watching the 8.5 minutes of a microcosm of centuries of racism didn't help us get it, then we'll never get it. Antiracism is not a noun. It's a verb. We don't want any more gradualism, we want nowism. We want nowism as in justice deferred is justice denied according to Martin Luther King. These are not extravagant demands. If anything, we should be doing more. Cut the check, create the ordinance. **Ms. Cobbins** said your time is up. **Mr. Carney** said I just have one more line. **Ms. Cobbins** said your time is up. Thank you.

Swoncel Blakey. **Ms. Mayes** said I do not see a Swoncel Blakey.

Jesse Blakey. **Ms. Mayes** said I do not that name either.

Rev. Adrienne Showalter Matlock, 512 No. Thompson, said I'm here tonight in my role as an Ordained Minister in the Church of the Nazarene and a concerned Wyandotte resident. Thank you for facilitating a budget process that involves community input. I urge you to incorporate the proposal being put forth from the community to fund a Community Integrity Unit, an independent bilingual hotline that victims can call to report police misconduct and to establish a Safe & Welcoming Wyandotte ordinance.

This proposal is the fruit of thousands of hours of wrestling, problem solving, and doing the very thing that you are facilitating right now, community input on budgeting. I would like to ask, have you ever experienced tragic loss or pain in your life. As you grieve, did you channel that grief, that pain into collaborating with hundreds of your neighbors to develop a plan for community wide solutions because that is what the families of those harmed by our Police Department have done in this proposal.

I have experienced devastating personal loss when at the age of 25 I was diagnosed with Stage 3 cancer and underwent a traumatic surgery that permanently damaged my body. In the 10 years since I have not channeled my energy into addressing solutions to help others, yet these neighbors of ours have experienced devastating pain at the hands of the KCKPD and have channeled that grief into, whoa, developing a budget proposal. Of all the things that they could have done to heal, they are volunteering their precious hours of their precious lives to propose positive proactive solutions that we can implement right now.

One such family is a family of Sameemah T. Musawwir also known as Pearl Davis. She is the cousin of Khadijah Hardaway and the niece of KCK religious leader Imam Hanif Khalil. **Ms. Cobbins** said you have one minute. **Rev. Matlock** said her murder was reported but has never been properly investigated. For Sameemah's sake, for her families sake, I ask you to include these three items in the budget. It is good and right for you as city leaders to facilitate community input on our community budget. You may often feel alone or isolated in making these tough decisions, but in fact, we too have invested countless hours into these deliberations. Please recognize this

important work and fund the Community Integrity Unit, the bilingual hotline, and the Safe & Welcoming ordinance.

Christopher Overfelt, 3121 W. 44th Terr., said thank you for allowing me the opportunity to speak to you today. I'm a veteran and I served from 2002 to 2011 in the United States Air Force as an aircraft hydraulics mechanic. I was born in the Kansas City area and after I left the military I came back here to live and work. I speak to you today in order to ask you to add a Community Integrity Unit to the Kansas City, Kansas budget for 2021 and well into the future.

The reason this unit is necessary is because we as citizens of KCK have no trust in the KCK Police Department. This department has shown time and again an unwillingness to hold this officer at law. We've had enough of police abusing the citizens they are supposed to protect. We have had enough of police officers protecting those among them who commit crimes. These officers cannot be trusted to fairly prosecute their own when they hurt our community. It is shameful that every year the majority of our city tax dollars go to funding a Police Department who do not take the time to solve the murders and rapes in our community but go to war against us every day in order to protect the property of wealthy White people.

The police get brand new cars, they get new guns, they get new computers, they get new radios, they get new surveillance equipment; all the while we in our community suffer everyday with poverty. Then the same people who we fork over our tax dollars to in order to protect us, abuse us just for being poor. We are tired of this. We must begin to turn towards a different policing model and stop funding an ineffective burdensome Police Department. We need to redirect funding away from police—**Ms. Cobbins** said you have one minute. **Mr. Overfelt** said to programs that would truly benefit our citizens. The first step toward this path is funding a Community Integrity Unit so that we can hold abusive police officers accountable.

Rev. Mindy Fugarino, 1240 Sumner Ave., said thank you everybody for being here and listening to the community input. Thank you for the time that you've put in to leading our community. I'm registered to vote here in KCK. I echo all the concerns for every victims names already tonight and later probably still too, all the victims that have been named in the *Kansas City Star* over countless articles. I also want to reach out and say it's not just our citizens that are victims, but there's also victims within the Police Department itself. We've seen in the news that a young

female cadet was sexually assaulted by a senior officer in which she complained she was being fired and while we don't have all of those details yet, it seems to be an unpleasant echo of other concerns we've heard already.

A personally have spoken to former KCK police officers who have told me that everyone new that Golubski was dirty and that he was not the only one. It's the good ol' boys club they said. They've talked about how they expressed concerns to their Internal Affairs about other officers whose actions were crossing the line in ethics and even laws. They share that they don't believe that this complaints were ever pursued. I've heard officers talk about how there were rumors going around within the department itself about the possibility that certain officers could possibly have been involved in murdering witnesses. Many officers were suspicious of and even afraid of other officers. One said we just knew who to steer clear of.

These are the people who are hired to protect and serve. These are the people that officers and citizens all depend upon for their lives. One officer said that it was obvious that the only way to get promoted to leadership positions was to be dirty in some way or other and to always look the other way. **Ms. Cobbins** said you have one minute. **Rev. Fugarino** said when officers can't trust each other, when they fear being punished for hiding, for holding each other accountable, when officers known to be dirty are promoted to Captain and even other titles, how safe can our community be. Our whole community is victimized by this kind of corruption. Trust is long past broken. These are real very simple steps to begin rebuilding trust.

We need a Community Integrity Unit fully funded for \$260K. We need an independent bilingual victims hotline, and we need it operating now. We need a Safe & Welcoming Wyandotte ordinance passed and honestly, I want more community input in the interviewing and hiring of the next Chief and I would like that process to be transparent. I would like to see what others in the community have already said in the survey that you sent out. Thank you for listening and we would love to have responses to this.

Jasmine Cervantes said I'm a lifelong Wyandotte County resident and I would like to take my time to talk about the proposed police budget. I will begin by talking about Rose McIntyre who under oath said she was sexually assaulted by Officer Golubski who also forced her into a sexual relationship. After being denied by Ms. McIntyre, Golubski then set her son Lamonte McIntyre up for two murders where he spent 23 days falsely imprisoned for. Golubski used his position of

power to continuously harass and sexually exploit women in this community for 30 years. This is backed by 20 affidavits against Golubski. We all hope and expect transparency from our Police Department, and this is definitely hard to hear as a member of this community. When the Police Chief in 2017 was asked if this could happen again today, he said that the allocations would be dealt with by either the District Attorney or the KBI, but they would definitely be investigated which is strange because most of the reported incidences of racism and police conduct have not been looked at by the KCKPD with only two investigated and one being reprimanded.

The proposed budget includes \$93M for the Police Department and nothing for these three things that would greatly improve the relationships within the community. These are not even 1% of the proposed KCKPD budget. The first thing the Community Integrity Unit would independently investigate reports of police misconduct. The second thing an independent victims bilingual hotline that can safely and more comfortably allow members of our community to important justice and the third is the Welcoming Wyandotte ordinance that would rightfully divide the responsibilities set from ICE and our KCKPD officers.

I truly hope to see a community that has the reasons to be united and to hold trust in those (inaudible) protected.

David Grummon said in addition to being co-chair of the Kansas MORE2 Criminal Justice Reform Task Force I've also been practicing law with my office in the Argentine neighborhood of Kansas City, Kansas for the last 18 years. Tonight, I'm speaking in honor of Lamonte McIntyre. By now most people watching and listening know that after his mother refused Detective Golubski advances they moved to a new address to avoid him. Golubski arrested three of her family members as suspects in a double homicide. Lamonte was one of these three and he was wrongfully convicted and spent 23 years in prison fighting the false charge before he was exonerated. His lawsuit names many other KCKPD officers involvement, none of them have been held accountable.

I think about Lamonte a lot because he's roughly my age. During the time he spent in custody for a crime he didn't commit, I got married, I started a small business and had two kids. Detective Golubski did a lot during that time too, but I'm far less nostalgic about what his KCKPD career left in his wake. That damage is done, but I want the commissioners and the people of

KCK to consider what kind of difference it would have made in the lives in the McIntyre's and all the other victims of Golubski and his conduct.

If our city would have had a bilingual hotline reporting what he was doing, imagine what a difference it would have made if there had been a Community Integrity Unit that could have independently investigated his misconduct, like the kind we're demanding to be included in this budget. You likely wouldn't know Golubski's name or Lamonte McIntyre name because Golubski illicit activities would have been nipped in the bud and he would have been removed from the ranks of the KCKPD and prosecuted within the statute of limitations. This is why we need independent oversight. **Ms. Cobbins** said you have one minute. **Mr. Grummon** said all of us in our respective jobs and roles are accountable to somebody and that's not really what we have for KCKPD officers under the current structure, not really. That's expensive not only for taxpayers due to lawsuits and settlements, but also because the lack of genuine trust hurts the ability of the police to keep us safe.

Funding the Community Integrity Unit and the bilingual hotline is an investment, an overdue payment on the deferred maintenance of the public trust. Until we restore that trust we'll continue to squander the millions of dollars in the public safety—in the budget for public safety because if public safety only works for people who ultra sounds like me, then it's really not public safety. We need that trust genuinely restored, not just with announcements or press releases, but genuinely restored and that is why we need to change the budget. We need the Community Integrity Unit, the hotline funded, we also need the Safe & Welcoming ordinance passed which will benefit all of us.

Anna White said I was born at KU Med and now I live on Cambridge Street in Rosedale. Thank you for listening to your concerned constituents like me who do not feel safe in our own community and are looking to you to invest in measures to make us feel safe. At this point as a woman in Wyandotte County I feel like I only have the color of my skin and citizenship documents to protect me from a corrupt exploited Police Department. I'm first going to share the testimony of Rose Calvin who has suffered at the hands of the KCKPD. Rose Calvin is the sister of John Keith Calvin. Rose was murdered in KCK on KCKPD Detective Roger Golubski watch. Roses family had seen her with Golubski in the days leading up to her death. When her family arrived at the murder scene Detective Golubski was already there and refused to let them see or identify

her body stating he had already taken care of that and they probably wouldn't recognize her anyway. Roses murder has never been properly investigated.

The UG must take responsibility for the pain it has caused constituents and it's been presented with many widely supportive measures to do so, but the UG is not moving ahead with any of them. I urge the commissioners to genuinely consider the Safe & Welcoming Wyandotte ordinance. This will ensure KCK taxpayers are not paying local police to do the job of federal ICE agents. This will help all immigrant victims feel safe reporting crimes with KCKPD without fearing police will report undocumented victims to ICE. This will not prohibit KCKPD from collaborating with ICE to report and deport immigrants charged with violent crimes. Thank for your time and I look forward to seeing an updated budget.

Kristin Scheer said I'm a homeowner and resident in Wyandotte County for 20 years now and a registered voter in 66102. It makes no sense to me that our police force has no oversight. Citizens must have a place to which they can bring their grievances. We deserve to be heard, we deserve to be protected, and we should not fear the very people that are charged with that protection. We have seen what can happen when we allow behavior that has no oversight. George Floyd, Trayvon Martin, Eric Garner, Tamir Rice and Breonna Taylor just to name a few of the high profile cases of citizens losing their lives unjustly to our civically paid police forces who sometimes seem more about subjugating than serving.

Here in Wyandotte we can look to Lamonte McIntyre recently exonerated after 23 years of a sentence for a crime which he was falsely accused, falsely prosecuted, and falsely incarcerated. We can look to John Keith Calvin who still sits in jail. It's been 20 years since his false incarceration. It's been seven years since the person who committed the crime for which he was falsely prosecuted publicly confused on television. Why is he still in jail.

We can look to the women victimized at the hands of KCK Police Detective Roger Golubski who is now comfortably retired from the force. As far as we know never even questioned about these women with whom he was known to have associated; Rose Calvin, Diane Edwards, Vickie Due, Rwanda Tribune, Theresa Randolph to name a few somewhere murdered or terrorized or otherwise exploited. All were victimized and mostly uninvestigated unsolved crimes.

The proposed Community Integrity Unit must be funded. **Ms. Cobbins** said you have one minute. **Ms. Scheer** said the bilingual hotline must be funded so that the citizens of Wyandotte have the oversight and protection they deserve so that our voices can be heard.

I'm here today to insist that these tools be funded, and a Safe Welcoming ordinance be implemented in Wyandotte. Our police force must be held accountable to the people whom they are bound to serve. No one should object to this especially now that we have witnessed the glaring disparity and treatment that people of color and marginalized communities face at the hands of those who are meant to serve and protect. No one should be above the law, not even the law keepers. Fund the Integrity Unit, fund the hotline, cut the check. We are worth the investment.

Elnora Jefferson said I'm looking for my documents so I can read from them. For some reason I'm not able to find them. **Ms. Cobbins** asked, would you like for us to go to the next person and come back. **Ms. Jefferson** said yes, Bridgette, would you please.

Marcia Rupp said I've heard something that sounds like there ought to be a trial for Detective Golubski. I just want to say you know we're in such an unsettled times here. It's hard to try to judge a Police Department by one person. I know I'm not saying that there weren't other incidents. No place is going to have perfect, perfect people in all the people. You know you're going to have a bad apple, but I'm just saying the times are so unsettled now. You've heard a lot of talk about defunding police, about getting rid of police, but yet we have several states that are in disrupt. They are killing people right and left, children on the streets, they need help, and this is mostly in neighborhoods of Hispanic and Black neighborhoods and that's horrible. They need help there and the only ones that can help them are police, okay, good police. We need police. Please do not defund our police. We need every police officer we can get. Missouri, as you know, our state sister, is having a horrible time right now. Crime is just going crazy over there.

We always get some of that crime, always. It always seems to land over here whether they kill them over there and drop their bodies here, whatever, but our sister state and what usually happens over there ends up over here too. Please do not defund these good men. There are good men and women on that Police Department. I know I work with them. The Neighborhood Watch Leaders work with them, the Community Police work with us. **Ms. Cobbins** said you have one minute. **Ms. Rupp** said during the protest there were no crimes and no unpeaceful protest over

here. That is because we have a great rapport with our Police Department and the Neighborhood Watch Leaders do. Even though we have some people that might be dissatisfied, there's a few things we can do about that, but not defunding the police. We need our police and don't be adding more stuff in. Let's just stay with what we have right now. We have an election coming, we have the COVID vaccine coming probably, we have—the economy is getting better. You can see even now it's moving towards that way. We need to get people back to work. We'll be fine, but don't make any moves right now. My mama always told me, when you're not sure what to do, don't do anything at all, just leave it the way it is. Let's stay with what we have. We're doing good. **Ms. Cobbins** said your time is up. **Ms. Rupp** said do not defund our Police Department.

Elnora Jefferson said I reside in Kansas City, Kansas. I attended several of the budget workshops this year and I can attest to the fact that this year's decision-making has certainly not been (inaudible). **Mayor Alvey** said, Elnora, I think we missed some of it. It was garbled. If you want to go back right after you started speaking about having attended several workshops. I think maybe if you lean closer to your microphone, to the computer, it should work a little bit better. **Ms. Jefferson** said (inaudible). **Mayor Alvey** said it's not coming through. **Ms. Jefferson** said the corona pandemic added its own flavor complete with less revenue and greater expenses. I thank each of you both elected as well (inaudible) a northeast community voice regarding the status and condition of the Beatrice L. Lee Community Center and to utter a plea for renovations and upgrades. As you know the center did not make the list of funded projects in this year's CMIP budget. Funding to provide brick and mortar and digital infrastructure, personnel for community and human development and a baseline for economic development specifically job training, entrepreneurial business incubators and also entrepreneurial training will not happen. In addition to these needs, however, is a need to provide disability accesses. Safe accesses to those who currently use the center as well as those in the future.

For a number of months, a traffic cone has been positioned on the upstairs walkup to signal that it is unsafe to walk in that area. The reason is that the cement has again rebroken. In addition, there is no easy, safe access between floors so those with mobility and sight disabilities are challenged to go between floors to attend functions. **Ms. Cobbins** said you have one minute. **Ms. Jefferson** said I believe that the UG is under a consent decree with the Department of Justice relating to its mandate to be compliant with ADA. The first time I looked into this a considerable

annual sum of money was set aside in the budgets to be used for the goal of compliance to federal requirements for disability access to public buildings and spaces.

Tonight's community request is that money from this fund be spent to fix and improve the two issues just mentioned, the sidewalk and access between floors.

Melissa Clark said I have a business. I'm a businessowner and I have been in the Fairfax District for over 29 years. I've also been on the Fairfax Industrial Association Board for 20+ years and currently the Executive Director. My address is 3250 Brinkerhoff Road, KCK, 66115. I just wanted to bring up again, there's been discussions for a couple months now about the Fairfax Fire Station and closing the fire station. On behalf of the FIA we represent 135+ businesses, over 10,000 employees, \$5B in property that is zoned as an M-3 Heavy Industrial District that has nearly 100% supply of volatile unleaded diesel and jet fuel for the bi-state region that's pumped in underground to more than 60 elevated petroleum tanks as well as highly volatile liquid oxygen that's fed under high pressure underground lines to CertainTeed and Owens Corning to do their molten glass furnaces. We contribute \$18-20M annually in property and utility taxes. I don't even know what the payroll taxes are for over 10K employees have contributed as well as the sales tax and use tax.

What we continue to not be able to understand is what kind of message are the city leaders sending to the business community by closing our Fairfax station that more than financially supports a fire station that needs to protect our employees and property including the surrounding northeast residential area. Because of the highly hazardous—the items that are stored in our district in such a small area with such a large population, it would be irresponsible to close our Fairfax Fire Station. **Ms. Cobbins** said you have one minute. **Ms. Clark** said based on the highly hazardous environment in which we work. Our need is not based on the number of calls, but when we do need to make that call, it could easily be for a potential catastrophic event similar to the reasons airports have their own fire station.

We ask the city leaders and the commissioner to vote to not close our Fairfax Fire Station, to keep it open and protect the Wyandotte County area and the Fairfax employees.

Ms. Cobbins said, Mayor, before we go to those with raised hands, there were several requests that were submitted to the Clerk's Office that they would like to be read into the record.

The first is Donnie Thomas with Kensington Community Group asking that I let you know she is concerned with any changes to the Police Department. This group does not want any change to Community Policing and the West Patrol needs to stay.

Sandy Ziolo with the Block Hawks also would like to share her sentiments about the need for Community Policing to all commissioners. They believe both Fairfax and the Piper Fire Stations need to be working stations. The group fears Community Policing could be the next to go. She says she feels all are necessary for our community.

Marlene Bouray with Neighbors Who Care called to let us know that she and her group oppose any changes to Community Policing. They are building strong community relationships and they're needed to continue to foster relationships throughout the whole of Wyandotte County. They request that the West Patrol does not get closed. She also stated they want the fire station in Fairfax to stay especially with new apartments/developments going on in that area.

The final request for the Clerk's Office was from Grace Katzmar. I am making a testimony on behalf of KCK Police Officer Ruby Ellington who shared her report on Roger Golubski before she passed away. Former Kansas City, Kansas Police Officer Ruby Ellington who died last year and had known Golubski since the two went through the police academy together and said in her affidavit that his exploitation of Black women was well known throughout the department. Despite this, he was never punished. In fact, he rose steadily through the ranks. Everyone in the department knew that when Golubski would go on calls that any Black female involved would likely end up in his police car with him and everyone, she said under oath, looked the other way. Although some officers were disturbed about Golubski's misconduct, they were afraid to speak up. Golubski was part of the in crowd of the department and was perceived as untouchable, still is since he's walking around free. His former partner, Terry Zeigler, only stepped down as Chief last year.

We need accountability in Kansas City, Kansas. As a teacher in Wyandotte County I find it reprehensible that \$60M is proposed for the police in 2020-2021 while zero is allocated for public safety resources that Golubski's victims as well as Kansas City, Kansas residents have been

questioning for years. With the current social uprising happening in our country, and as diverse a county as Wyandotte County is, why propose no money for social services.

I am asking for a Community Integrity Unit as well as a bilingual police accountability, phone line accessible to all Wyandotte County residents. It's also time for KCK to implement a Safe & Welcoming Wyandotte ordinance to create a municipal ID and prevent KCK from acting like ICE. That is what KCK taxpayers are asking for. These are the first steps toward creating a safer place for all people to live and work.

Ms. Cobbins said the first person that we have with their hand raised is Nia Mia Rosedall.

Nia Mia Rosedall said I'm a Social Worker here in Wyandotte County. I work with vulnerable population including homeless, struggling with mental illness, addiction and who often have interactions with the police. In working with the police and advocating to my clients they need to be confident that there's real accountability with the KCK Police Department. Right now, I'm not confident in that. While I give independent police accountability and years of abuse of powers to the likes of Roger Golubski and others has ruined the trust between the community and the police.

As mentioned Lamonte McIntyre and John Keith Calvin locked away for years for crimes they didn't commit erodes the trust between the community and the police. What's the point of spending millions of dollars on the police if the public can't trust them.

I'm calling for the funding of the Community Integrity Unit to start building trust with the police and increasing public safety. We need this an independent system to provide for police accountability and to demonstrate UG takes these offenses seriously and people will not be retaliated against for reporting abuse.

We also need to fund an independent bilingual hotline. Victims can call to report police misconduct and finally, we need to establish a Safe & Welcoming Wyandotte ordinance so KCK knows their tax dollars are not going to ICE operations and to build trust with the immigrant communities so they can feel safe reporting crimes to the KCKPD without fearing police or report undocumented victims to ICE.

The cost of these measures is just a drop in the bucket to the amount that's being given to the police so please include them in the upcoming budget.

Angela Montanaro said I am a resident of Wyandotte County. In the proposed budget I notice there is funding for a newly created position in the Police Department, the Media Relations Specialist. It's described in the budget on page 224 "The department recognize that messages presented to the media have become essential to impression management and public relations and request a new personnel position Media Relations Specialist. This position has been filled and early results are very promising." It is disheartening to me that the response to meet media coverage of police misconduct is to hire a PR person. We don't need better press releases. We need accountability. Funding a PR Specialist instead of funding the demands of the community shows where our priorities lie, public image over the people. There is negative media coverage of the KCKPD and it's persistent because it is true. Media coverage is not the problem. The problem is the lack of transparency and accountability and the solution to that problem is funding the Community Integrity Unit, funding the bilingual hotline to report police misconduct, and to pass the Safe & Welcoming Wyandotte ordinance.

Ms. Cobbins said I see Charles Carney's hand up, but he's spoke earlier this evening. Is there someone else on the line that would like to speak other than Charles Carney. Okay, I see his was removed.

Michelle Franks said I live in western Wyandotte County and I'm wanting to know at this particular meeting because I missed the first five minutes, are you going to discuss, or have you already discussed the mill levy for property taxes? **Mayor Alvey** said there's no discussion on mill levy for the property taxes. There will be discussion about the Library Mill Levy Tax, Kansas City, Kansas Public Library. **Ms. Franks** said I'm a homeowner very interested in the rising cost of our property taxes and requesting not to have a raise. If anything, to have them lowered and I know it's difficult with the pandemic, but everybody is in the same boat. So, I wanted to ask for consideration for having the property taxes lowered. I say that because we have to spend money for lawsuits Section B out of our—this shouldn't affect the homeowners. We shouldn't have to pay for mistakes that our leadership makes.

Carolyn Wyatt, 359 Troup, said Beatrice Lee Center no funds. Kensington Center no funds, Armourdale flood work, Bethany Recreation Center no funds, Sunflower Golf \$30K, Police

Boxing up on 5th Street \$50K, Argentine Recreation Center, Metro 24, UG invested to fund public safety. They buy a fire truck each year and there's no fires. There's no need for a fire truck. Ambulance should be with a medic on it—another body for the ambulance as a medic and Fire Department don't need to go. Two taxes already with the Fire Department. A better need with a tax would be proactive programs for the community centers or the OK Program and that's been proactive, another officer would be needed. Two more schools where the OK Program could work with the youth. I'm just saying there's money spent and it's not actually helping the community at all because we don't have a fire so that's just added funds. I just wanted to get that out to you about that because of the public safety where a community could be funded so basically that's all I wanted to say about that.

Ms. Cobbins said, Mayor, that concludes all those that requested to speak this evening.

Mayor Alvey said I would like to thank each of you for joining us tonight to make comments during our public hearing process. What's the pleasure of the Commission? Would you like to move to the Library Mill Rate and then bring up additional topics or bring topics up now?

Commissioner Townsend said since we're in a presentation mode, I would like to see that concluded and then we have the discussions about topics and some of the things we've heard tonight and others. I also had a question; do we not have anything scheduled before Thursday in the way of a last go-round with this. Is this it tonight? **Mayor Alvey** said this is our final budget hearing. **Commissioner Townsend** said okay. Again, I would like to see the presentations and then discussion following.

Commissioner Markley said sounds good.

Commissioner Bynum said I agree.

Commissioner Philbrook said I will throw my name in there. Let's finish up our presentations and make a decision on that Levy and then go on.

Mayor Alvey said okay, very good, let's go on. I'll turn this over regarding the Library Mill Rate to Mr. Bach.



Doug Bach, County Administrator, said the next part of our presentation was a request by commissioners that we come back, and we provide some discussion regarding the Library Mill Rate. A couple years ago we did a very deep dive into the history of it. We're going to touch on that. We're not go into as much—I know a couple of years ago we elected to go back and have a Special Session. If we want to do that, we can spend more time on it, but I have Debbie Jonscher, our Deputy Chief Financial Officer, will talk this evening to talk about the mill rate and then allow for some Commission discussion regarding questions you may have if we can answer those.

Wyandotte County Library District

go to: [KCKPL Library Board Website](#)

Wyandotte County Library District

The County Library District is governed by the County Library Board. The Library District is comprised of all areas of Wyandotte County not otherwise subject to a library tax levy.

- Not in USD 500
- Not in the City of Bonner Springs

Wyandotte County has two library systems:

- Kansas City Kansas Public Library (KCKPL)
 - ❑ Operated by the Board of Education for Unified School District 500
- Bonner Springs City Library (BSCL)
 - ❑ Operated by Library Board of Directors appointed by Bonner Springs City Council

The library systems are funded by taxes levied by:

- USD #500
- City of Bonner Springs Library District
- Unified Government County Library District



Main Library
625 Minnesota Avenue, KCK



West Wyandotte Library
1737 N. 82nd Street, KCK



Turner Community Library
831 S. 55th Street, KCK



South Branch Library
3104 Strong Avenue, KCK



Schlagle Library and Environmental
Learning Center
Wyandotte County Lake Park (west side)



Debbie Jonscher, Deputy Chief Financial Officer, said I'm just going to present some information on the Library Mill Rate. This first slide is just giving a little bit of history regarding the County Library District. I did want to point out that at the top included in your presentation is

July 13, 2020

a link to the Kansas City, Kansas Public Library Board website that has this information as well as additional information on the history of the library district.

Starting out, the County Library District is governed by the County Library Board. The library district is comprised of all areas of Wyandotte County not otherwise subject to a library tax levy. So, that would be areas that are not within the USD 500 District and not in the City of Bonner Springs.

Wyandotte County has two library systems. The Kansas City Kansas Public Library which is operated by the Board of Education for the Unified School District 500 and the Bonner Springs City Library operated by the Library Board of Directors appointed by the Bonner Springs City Council.

The library systems are funded by taxes levied by USD 500, the City of Bonner Springs Library District and the Unified Government County Library District.

Wyandotte County Library District

Wyandotte County Library Board

The Kansas City, Kansas Public Library system and City of Bonner Springs Library District receive funding from the Wyandotte County Library Board to provide services to residents in Wyandotte County who reside within the county, but outside of the USD #500 school district and the City of Bonner Springs Library District. This area includes most of the City of Edwardsville and the school districts of Piper and Turner.

The County Library Board consists of 11 members that are appointed by the Unified Government of Wyandotte County Commissioners. The Chair of the Wyandotte County Library Board is appointed by the Mayor and the remaining district board members are appointed by each commissioner representing their respective districts.

The County Library Board has the authority to set the County Library Tax Levy and the Unified Government Commission approves it.

- With that money the Board could either establish or operate a library or it could contract with another library to provide library services to the residents of the County Library District.
- *K.S.A. 12-1218 & 12-1220 – establishing a municipal library, along with the Kansas Attorney General's Opinion set out the process.*
- *("Thus, a board of county commissioners is authorized to establish a county library, but it is the library board - not the board of county commissioners - that establishes the amount of the tax levy needed to maintain the library.")*

1. Kan.Atty.Gen. OP.No. 06-4(Kan.A.G.) 2006 WL325769

23

As I mentioned before, the Kansas City, Kansas Public Library system and the City of Bonner Springs Library District receive funding from the Wyandotte County Library Board to provide services to residents who reside within Wyandotte County but are outside of the USD #500 School District and the City of Bonner Springs Library District. This would include most of the City of Edwardsville as well as the school districts of Piper and Turner.

The County Library Board consists of 11 members that are appointed by the Unified Government Commissioners. The Chair is appointed by the Mayor and the remaining board members are appointed by UG Commissioners representing their respective districts.

July 13, 2020

The County Library Board has the authority to set the County Library Tax Levy and the Unified Government Commission approves it to enact it. With that money the Board can either establish or operate a library or it can contract with another library to provide library services to the residents of the district.

I've listed on here a couple of the Kansas State Statutes and I've also cited an opinion of the Kansas Attorney General that set out this process. I have a quote here from the Attorney General's opinion that says "Thus, a Board of County Commissioners is authorized to establish a county library, but it is the library board, not the Board of County Commissioners, that establishes the amount of the tax levy needed to maintain the library."

County Library District Mill Levy Comparison 2009 - 2019						
Tax Rate Year	County Library		USD 500 Library		Bonner Springs City Library	
	County Library Mills	% Change (2009-2019)	USD 500 Library Mills	% Change (2009-2019)	Bonner Springs City Library Mills	% Change (2009-2019)
2009	4.130	—	7.730	—	4.545	—
2010	5.030	—	7.954	—	4.545	—
2011	5.030	—	7.980	—	4.785	—
2012	5.030	—	7.980	—	4.945	—
2013	5.578	—	8.922	—	5.160	—
2014	5.583	—	8.911	—	5.146	—
2015	6.059	—	10.985	—	5.190	—
2016	6.059	—	10.985	—	5.190	—
2017	6.042	—	11.036	—	5.035	—
2018	6.068	—	11.086	—	4.823	—
2019	6.122	48.2%	11.145	44.2%	4.723	3.9%

This slide just shows a comparison of each of the districts and their mill levy's for the past 10 years. So, for 2019, the Wyandotte County Library mill levy was 6.122 mills, the USD 500 library was 11.145 mills, and the Bonner Springs City Library is 4.723 mills.

Kansas City, Kansas Public Libraries - Property Tax Funding Summary						
	AV for 2020 Budget	AV for 2021 Budget	Mill Levy	2020 Property Tax Revenue	2021 Property Tax Revenue	% of Total
UG County Library District	487,106,174	516,622,915	6.122	\$2,828,648	\$3,002,122	25%
USD #500 Library District	804,379,962	849,683,183	11.145	\$8,516,574	\$8,996,233	75%
Totals:	\$1,291,486,136	\$1,366,306,098	17.267	\$11,345,222	\$11,998,355	100%

City of Bonner Springs Library - Property Tax Funding Summary					
	AV for 2020 Budget	AV for 2021 Budget	Mill Levy	2020 Property Tax Revenue	2021 Property Tax Revenue
City of Bonner Springs Library	\$77,038,714	\$81,636,129	4.723	\$345,661	\$366,289

The next slide shows the property tax funding for the library districts and we've got this broken up into—the top section is the Kansas City, Kansas Public Library and then the City of Bonner Springs Library. The County Library District, I've got the assessed value showing for both the 2020 Budget and estimated for the 2021 Budget. The library district valuation increased 6.1% and with their current mill levy it's 6.122 mills. For 2020 that generates revenue of \$2.8M and for 2021 it's estimated to generate just slightly over \$3M.

For the USD Library District, their valuation increased 5.6%. I'm showing their current mill levy—I don't have information on if they're planning to change their mill levy, so I made these calculations for USD 500 and the City of Bonner Springs at their current approved levy. So, for 2020, USD 500 Library would receive \$8.5M in revenue and for 2021 it's estimated to be just under \$9M. The City of Bonner Springs, their increased assessed value was about 5.9%, so their 2020 revenue is \$345K and for 2021 it's estimated at \$366K.

Library Board Tax Levy Allocations

LIBRARY	2020	2021
Kansas City Kansas Public Library	2,439,661	2,661,591
Bonner Springs City Library	212,146	235,807
Turner Community Library	418,082	418,082

* KCKPL 2021 allocation includes funding of salary and benefits in the amount of \$79,848 for the Schlagle Library employees

The final slide I have is showing the Library Board Tax Levy Allocations that the Library Board presents in their submitted budget. They have payments to the Kansas City Kansas Library, Bonner Springs Library and the Turner Community Library and I showed the allocations for the approved 2020 Budget as well as the proposed 2021 Budget. That concludes my presentation on the library mill rate.

Mr. Bach said, Mayor, that's the information we have on that. I don't know if the commissioners had some questions or we can try to answer on that. We don't really, as we note, administer the

Library Mill Levy, we just collect the money for that and then the Board that you've appointed oversees it.

Commissioner Walters said I remember a couple years ago when we went through this and I appreciate this update. I'm interested in all of the taxing authorities in Wyandotte County and I believe we should have a coordinated conversation about the tax rate or the tax burden we have on our residents. We don't have a lot of input on the majority of the taxes that are levied in the county. I'm thinking of the school districts, the Community College, this library board; however, we are asked to approve this Library Mill Levy and its always been a little confusing to me because we get no information. We don't know what they're using their money for, we don't know why they're raising their mill levies with such an increase in property tax valuations one could think they could be lowering their mill levies unless they have some capital campaign that they're trying to stockpile money for, but all that is kind of a black box. But, we as commissioners, are asked to approve this and it seems a little irresponsible as it comes up year after year that we are given this information and we are just expected to vote yes and it because more and more indefensible as time goes on when people are concerned about tax rates. Particularly, just based on what Ms. Jonscher has shown us, the tax rate in the USD 500 is pretty high.

I guess we are here three days before we're supposed to approve this, and we don't even have the information other than the USD 500 mill rate that we're supposed to approve. I'm inclined to just let you know I will not voting in favor of approving the Library Mill Levy. I probably should have done this years ago, but if somebody says we have no ability to affect the mill levy for the school district, then they shouldn't be asking us to approve it. That's my sense of this matter at this time.

Commissioner Bynum said I will echo Commissioner Walter's comment about a coordinated shared conversation with all taxing entities. Commissioner Johnson has asked for this numerous times as I have, and I do think especially in our difficult times this is long overdue. I do have a question on the very last slide and then a comment in general that I seek clarification around exactly what we will vote on come Thursday with our budget adoption.

So, if there is any way to see that very last slide of the presentation, it's the only slide I did not understand. What is this slide telling us in terms of tax levy allocations? **Mr. Jonscher**

said this is showing when the Library Board submits their budget, this shows the amount that they are giving to each of the library districts. So, for 2021 when they submitted their budget, they will be making a payment to the Kansas City Kansas Public Library in the amount of \$2.6M. The Bonner Springs Library gets \$235K and the Turner Community Library gets \$418K. That is submitted with their budget. **Commissioner Bynum** asked, are you telling us that when the Wyandotte County appointed Library Board that sets the mill levy equal to 6.122 mills submits a budget they then turnaround and make allocations to these three libraries. **Ms. Jonscher** said that's correct. **Commissioner Bynum** said so within Kansas City Kansas Public Library system, which is taxed at a mill levy rate of 11.145 in addition to the \$11.9M that that mill levy rate raises, they also receive an allocation from the Wyandotte County mill levy rate that's going to equal \$2.6M in 2021? **Ms. Jonscher** said yes, and the allocation is to fund library services that are not—I believe that are not covered that are outside of the USD 500 School District. I will say I'm not sure exactly how this—I think there's a formula for this. I'm not sure how they calculate this amount. I know Angela Lawson is on the line as well as Reggie if one of them would like to weigh in on that. **Commissioner Bynum** said that would be helpful to know and I do recognize we've been over this many times.

Angela Lawson, Deputy Chief Counsel, said yes the County Library Board allocates funding to help provide services for areas that don't have a library. Piper, Edwardsville and Turner, although there is a contract with KCK School District to provide the Turner Community Library, so that is what that funding is for. Then there is funding for Bonner Springs and the KCK Public Library and that helps to provide for items like the Bookmobile that goes out to the areas that aren't served. Also, to allow patrons to go to those libraries. It's to be able to use the services at the library. It is a very odd setup that the Library Board sets it and then the Board of Commissioners enact it without having the discretion to reject it. **Commissioner Bynum** said as per state law and the Attorney General's opinion that we were shown. **Ms. Lawson** said that's correct.

Commissioner Bynum said I'm aware that we are the only remaining library system in the entire nation operating this way and that state law would need to change for this to be conducted in a manner that's different. **Ms. Lawson** said there may be some ability to charter out of that. Obviously, that couldn't be done before the Commission meeting, but that could be something that could be looked at. I think we all recognize it is a very unique setup.

Commissioner Bynum said just a couple of questions for final clarification here. When we adopt a variety of mill levies on Thursday night in addition to the City and the County and the Special Municipal District, SSMID, for the downtown area; the library mill levy that this governing body will vote to adopt is the Wyandotte County Library Board mill levy that's currently set at 6.122 mills. **Ms. Lawson** said right. It's not the—it is sort of the Piper, Edwardsville, Turner area, it's not the District 500 area.

Commissioner Bynum said the USD 500 mill rate of 11.145 mills, this governing body, the Unified Government does or does not vote on that mill levy allocation? **Ms. Lawson** said does not. **Commissioner Bynum** said just to be clear for everyone watching, if you live inside USD 500 KCK Public Schools, you will pay 11.145 mills that will be voted on by the USD 500 Board of Education. **Ms. Lawson** said correct. **Commissioner Bynum** said and not the authority of this taxing entity? **Ms. Lawson** said that is correct.

Commissioner Townsend said I just wanted to echo sentiments already expressed by Commissioner Walters. I think it was a Michelle Frank who wanted property taxes lowered and it is something that I talk about all the time when people call my office asking why don't we, the commissioners, lower the tax rate. I explain that since the '14 Budget, the first one that many of us have had an opportunity in this current configuration of the Commission to address, we've either held it constant or lowered it. It was my rude awakening after that to talk to a constituent that wanted to know why her taxes went up and that's when I realized that we are not the only, we the Board of Commissioners, are not the only taxing entity and we're taking great pains to try to decide what to do with money we do and don't have and where to spend it. I feel like I'm about to make a blind buy with the information I've seen here. There needs to be more of an explanation in my opinion about, as Commissioner Walters said, why these mill rates keep going up. I would be challenged to explain that.

I'm also at this time just wondering why—we've got some heavy requests here tonight and some others we've been grappling with. We are actually approving the budget several weeks ahead of when we did this last year and in prior years. I'm just wondering or really thinking that we need at least one more session before Thursday or earlier than that. At this point with the Library Board allocations, I'm inclined not to move forward with it. It seems like the only thing we can do as a commissioner is vote thumbs up or thumbs down on it.

Commissioner Johnson said I was hoping that everybody saw my hand up, but hopefully, we saved the best for last on this comment and I'm joking with that. I'm just glad my fellow commissioners are starting to get onboard with something that I've been saying for the past two years and I appreciate Commissioner Bynum for making that point. I'm going to ask the Mayor and County Administrator Bach to help me, or help us, figure out a way we can have a coordinated discussion with the other taxing agencies as to how we collectively support the mill levy to the constituents of Wyandotte County. Again, I know we have no control over it, but we need to understand the logic across the board. We have a shared concern and that is for the betterment of our constituents across the board.

When you have situations like this, the increase that is being proposed is about \$246K which gets you pretty close to what has been requested for the Community Integrity Unit by our DA. Again, I'm not inclined—whether it's a mandate by the State or not, I still have a vote and right now I'm not really inclined to vote on that because what I want to do is leverage our one vote a meaningful way that will get us to the table to have a very fundamental conversation, not to throw barbs at each other, not to tear out—no, we can tear down the silos and really get a chance to understand each other. We're all in this together, all of us are in this together and so, it just does not make sense that we are not at some level, and I don't know, Mayor, if that would be the Superintendent and the President of the Community College and so on and so forth and you or it would be with Administrator Bach or the CFO level. I don't really care; I just feel like we need to have a fundamental conversation across the board with all taxing entities so that we can work together as a meaningful way to bring about the betterment of our community.

I'm not inclined to vote for this tonight either. I think those funds could be used for other purposes at this particular time. I yield the floor with that.

Commissioner Philbrook said I have a point of information question. What happens if we do not—if we chose not to vote this up or down or don't bring it forward, what happens legally? **Ms. Lawson** said the libraries could probably go to court to get a mandamus which is enforcing a governmental entity to do an act which is required and since this is required, and again, we're not talking about District 500 levy. We're talking about the County levy because you don't officially do anything to enact that, you just do the County library portion of it, but that is sort of the legal duty as it stands now, so there could be a mandamus action to enforce that.

Commissioner Philbrook said so, here's my question, how much is that going to cost us to pay for that because we'll have to pay for it. **Ms. Lawson** said well you do have in-house counsel. **Commissioner Philbrook** said I know but it takes time and that will cost us money. I mean that's all things to consider. Is it worth it to us to fight it this time versus—**Ms. Lawson** said it may be something to take a look at changing to see if there is a way to charter out in the future or cap in the future, but that would be for next year's budget.

Commissioner Philbrook said I think I'm hearing other commissioners saying we need to really (inaudible) at possibly changing things. I don't know how anybody else feels about this, but I know we've (inaudible). **Ms. Lawson** said to change like the District 500 mill levy—**Commissioner Philbrook** said no, no, no—**Ms. Lawson** said or the Community College, that couldn't be done through this process. **Commissioner Philbrook** said no, I'm not talking about District 500. I'm talking about strictly this board because there's nothing we can do (inaudible). **Ms. Lawson** said not this session. **Commissioner Philbrook** said right, I understand. **Ms. Lawson** said the AG's opinion clarifies that it needs to be passed along by the board and, again, it is a very odd structure.

Commissioner Philbrook said here's my comment for what it's worth, is if we're having problems with this, which we have had for quite a few years now, I really think that we need to be actively looking at what are the alternatives to doing it the way it is and how can we make that work. That's my comment on that.

Commissioner Ramirez said I have a comment and a question. I'll start with my question. It's kind of piggybacking off Commissioner Philbrook. If we were, let's say, we still went through and we voted on it and it didn't pass, could the Library Board still take that legal action, or would they have to go back to the drawing board? **Ms. Lawson** said it would probably be the libraries themselves that took it and not the Library Board because the Library Board is appointed by the Commission. **Commissioner Ramirez** said okay.

For my comment, I would agree with the other commissioners that we need to have a coordinated conversation of all taxing jurisdictions because when I hear constituents and they come to me, they think we control all the mill rates. I tell them we are only one portion. There's the Community College, the USD, the Library and we just need to have that communication going

forward, not just this one time or next year's budget, but every single budget from here on out we need to have a coordinated conversation.

Mayor Alvey said I'm going to comment on a coordinated effort. I guess the question would be what is effective (inaudible) in that conversation and depending upon objective, who would it involve. If we want to have a coordinated conversation, it's the elected officials out of each taxing jurisdiction who would need to hear this because they have the ultimate authority as do we over the mill levy. So, while trying to coordinate that kind of event, it would be quite large and I think one of the concerns I would have is if they would ask the same of us—I understand, you know Commissioner Johnson, you're statement is not to cast spurgeons or throw barbs at everyone, but it's almost as if we're saying we're tired of being blamed for all the mill levies and we want you to take responsibility and lower yours and at the same time, they would say the same to us.

It would seem to me that if we really want that message to get across, then we should reach out to our own elected officials from the Turner School Board, KCK Public School Board, all those taxing entities; we have our means of expressing our concerns as does any other citizen. Those are my concerns in having this conversation.

Finally, I understand that this was done in prior years and the effect was really for us to be told, from what I understand, we will set the mill levy where we think we need to set the mill levy, so I don't want to do a conversation that's just going to be a show. If we've done this conversation before and people still hold us responsible, then how do we think that kind of conversation, that coordinated effort, is going to permeate through so people will get that message.

Commissioner Townsend said I want to go back, a point of clarification to the Counsel who's still on the line, and this goes to what I think Commissioner Ramirez brought up. Are you saying, Counselor, that we as the Commission do not have the right to say yes or no on the proposal? **Ms. Lawson** said you're simply levying what's been decided. It's not like the SSMID where the SSMID they make a recommendation and the Board of Commissioners decides whether or not that's appropriate or you may adjust it. It's not that type of action. This is simply you're just going to collect it. **Commissioner Townsend** said we're voting to collect it. **Ms. Lawson** said you're not voting on the—you're voting to enact it, but you're doing that without much authority to change it. That's already been decided and there's the AG's opinion that's on point on that

issue. **Commissioner Townsend** said so we're agreeing to collect it as its been sent to us. Is that correct? **Ms. Lawson** said that's correct, and again, agreeing to, I'm going to put that into quotes because there's the duty to do that under the state law the way it is now. **Commissioner Townsend** said so there's a duty to collect it. If I was to say no, it has not been explained why these mill levies keep going up or what the need is from that body's point of view, haven't we as the Board of Commissioners fulfilled our duty just by having the vote? **Ms. Lawson** said no. The Attorney General has opined that you have to—I'm trying to find the exact wording in the opinion. "The governing body of the city may not reduce the amount requested by the Library Board" is one of his quotes. I think there is, again, some room in the future to cap it or to perhaps change the structure, but those measures are not in place at this time.

Commissioner Townsend said let's say that this does not get this measure concerning the Library Board does not get the six votes, would we be as the Board of Commissioners seen under what you just read as having been derelict in our duty and possibly subject to the mandamus action that you're talking about? **Ms. Lawson** said I think a mandamus action could be filed by the libraries because they are the ones that would be harmed by the funds not being transferred to them. **Commissioner Townsend** said I think with this clarification, I'm understanding what you're telling me, then to have some type of coordinated effort or meeting with those people who make the determination, I think it's imperative we find a way to that because it sounds like our hands may be tied. We have to impress upon that body that we don't have the authority to change it. They may know that already. I mean this is really clarifying for me but at the same time we have to be responsible to our constituents so that we could even explain to them why the other library boards think what they're proposing is appropriate. It may not be for further discussion today, but I do believe that we as the Board of Commissioners need to have some type of hearing or Special Session or something as we've done in the past, it's been awhile with the BPU even, so that it is impressed upon them that constituents look to us as the sitter of all these rates. What I have told my constituents who called, that they need to share those concerns with the other elected officials who sit on those boards, but people are going to look to us. I think it's imperative we have that meeting, that conversation before this time next year with the board representatives.

Commissioner Bynum said could we go back a couple of slides to the mill levy rates? So, the County Library Board is proposing, it looks to me, what is the proposed mill levy rate for 2021 for

County Libraries? **Ms. Jonscher** said their proposing to keep their mill levy the same. 2019 is the current approved mill levy that was set last year at 6.122 mills. They're not proposing an increase for this year. They're proposing to keep their mill levy constant. **Commissioner Bynum** said okay, so there is no proposed increase in the County Library mill levy rate for 2021. It's going to stay at 6.122 mills, so it's the same rate we adopted last year at this time and it is our appointments to this board that sets that mill levy rate. It's not some other elected body. It is our very own appointments onto this Library Board that have proposed 6.122 mills for 2021. **Ms. Lawson** said that is correct and I have a very awkward disclosure to make that I am, in fact, on that board, so I do need to clarify that, but yes, there was no raise. **Commissioner Bynum** said well thank you very much because what I was going to suggest was that I have not seen a proposed mill levy rate increase for the County Library mill levy and that if we're concerned with that, it's our own appointments onto this board to have them bring forward and explain to us why would they propose a mill levy rate. Those are the two points I wanted to make.

With regard to the Mayor's concern about the convening of every elected officials, I completely understand your concern. I will say I'm unaware of any such convening since I've been elected, which is five years now, there may have been something prior. What was in my mind along the means of convening every elected body in Wyandotte for that conversation was simply to start from a place of our goals, where they overlap, where we agree, and where efficiencies could be possibly found going from where our strategic goals and visions might overlap and then take it from there. That's what had always been in my mind as we talked about convening the entire group of anybody that has the ability to levy taxes in our town, so with that, I'll conclude.

Commissioner Markley said this isn't our animal, but I will say it must not be that odd because there's another entity in our community that has this same setup and I think actually two. The Recreation Commission, there similarly setup so that the governing body is the school board, the taxing entity at the school board and same deal, Attorney General's opinion say the school board shall adopt the budget set by the Recreation Commission. Having sat on the Turner Recreation Commission, we have had similar discussions with the School Board in Turner where they said but we really don't want to do this, and then we said well, you don't really have a choice because the statutory language says it has to accept our budget. It's a very strange relationship because it

bears the question why have them approve the budget if you're not going to let them talk about it or make demands related to it. It's a weird statutory animal, but it is similar to the statutory animal that you find elsewhere in Kansas Statutes and it has the same sort of language attached to it.

I would piggyback on what Commissioner Bynum said, which is that we each have an appointment to this board, so one course of action would be if you're concerned about taxes being levied by the Library Board, you should be speaking to your appointment because that board sets the budget like we're setting the budget for the Unified Government. I'm not opposed to having a discussion with other taxing entities. I'll be honest, I think it would keep us from having surprises when we see our tax bills and see that some entities have increased their tax mills. I don't think it's likely to result in different entities taking different steps or making different decisions. I think people are operating with their primary goals in mind and probably that discussion isn't going to impact that, but certainly it could be a fruitful in just bearing our relationships in having some good discussion.

Mr. Bach said I just want to provide that I think an option for the Commission to consider here, as Ms. Lawson as pointed out, when she's using the term chartered out. I think since it's not a consistent application across the State of Kansas, our opportunity may be there for us to home rule out of this. We could still have a Library Board, but you may be able to change the requirement there or the ability for them to set the mill rate and forward it to you to take action on to collect it where we could at least look into it so they could come forward with a recommendation for a mill rate and then it would be your decision as to whether to implement it or not. That would require them to come back with more justifications for their budgets. If that's an action the Commission wanted us to dig into—I don't know, it does get a little bit into legal proceedings to see whether that home rule action could be done. I think that would be the one avenue we would have on top of as the commissioners suggested, they are your board appointees to look like at and offer direction to. Since they are your appointees I would think that home rule action would be an option for this Commission to look at.

Additionally, I will just add, I believe it was the summer of 2014, it might have been '15, but I believe then that former Mayor Holland convened the elected heads of all the other taxing entities or at least the boards presidents from the school board, all of those within Wyandotte County and then one at the Community College to come together and they talked about taxes and

where they're set at. There was a discussion held. I don't think there was really a lot that came from that, but it was on an attempt to get all the elected leaders from each one of those boards together. It was just the board presidents which to my recollection was quite an undertaking to get them all in one room, but that did happen around that timeframe.

Commissioner Burroughs said I believe there has been discussion about possibly sending a letter addressed from the Mayor and the Commission to all acting entities requiring them to hold the line on taxes as much as we possibly can, and it was stated we can't mandate those types of comments. I will share with you, Mayor, that as elected leaders and partners in this process when it comes to taxation, we all have a responsibility to represent our constituents. We have a different opportunity here. We have new leaders, Mayor, including yourself that have different working relationships. We also have new leaders elected in other positions that we should be at least reaching out and communicating the pressures that increase mill levy increases as well as the increased taxation is causing on our community. Now, there is a way we can stop this. We can vote no on the budget. We don't have to accept what they present to us. We can vote no on the budget and when the pressure begins to be applied to those who are continuing to put pressure on us to support budget increases, we can have those discussions.

I might submit, Mayor, again that I believe under the previous administration I was in leadership in Topeka and I had made a suggestion to Mayor Holland that there be a letter sent by the elected leaders of this body to request some sort of a meeting or advise them to be aware of the burden on taxpayers from the continued increase in taxation. Nothing behooves us from doing that and I believe we can opt out under home rule because it's not consistent across the state. Those inconsistencies may very well help us do that, but that is for our legal counsel to discuss. I just wanted to bring up the proposal that this is not much different than the BPU bill that our constituents get. We address the PILOT, but yet when the BPU bill goes out, they look at the BPU for their rate increases and what's happened, there's that ambiguity there.

As I stated, I truly believe that either a meeting or a strong letter stating that we are aware of the burdens that increased mill levies or increase in taxation is causing on the community and what it does, and we're willing to sit down and have that discussion.

Mayor Alvey said, again, I would suggest that I believe that the other elected representatives that I've spoken, other taxing jurisdictions are quite aware because they hear from their constituents as well. Not everyone misunderstands that—not everyone believes that all the taxes comes from the UG or that all BPU fees comes from the UG. There are people out there who do understand all of this and I believe they are communicating with the people they elect, and I think they're quite aware of it. I'm really opposed to any kind of presumption on our part that we are going to lecture other boards, other commissions, as to how they see to conduct their business except as we do that individually.

For us, as the Unified Government, to go frankly tell another taxing entity that they are over taxing their people and they need to be (inaudible). Frankly, I would receive that as an insult to my intelligence as if I am not aware of what the tax burden is doing to our residents. That's my concern about this. I will never send that kind of message to other elected officials. (Inaudible) from Topeka frankly all the time that the tax policies that were proposed during this past legislative session simply were taken out of the hands of local jurisdictions (inaudible) to really care for their residents as they see fit and to be held accountable for tax increases that we might see fit to impose because we're trying to provide a certain level of service. Just like at the state legislator level, they try to tell us that their control from us over making decisions we need to make for taxation, I frankly, don't receive that well.

I'm well aware, as I'm sure each one of us is, the possibility we have to maintain and reduce the tax burden. I'm assuming based on my conversations with other elected officials and other taxing jurisdictions, they're quite aware of that as well. I think we ought to respect what they're doing and give them the benefit of the doubt and if they're not responding to their citizens, that's going to be on them.

Mayor Alvey said let's move on to—Mr. Bach, would you describe if there are any changes that the Commission would like to make to the budget, the process, so that the public understands what that process is.

Mr. Bach said today we have before us the proposed budget that we went through with several workshops prior to that has been submitted to the Commission at the end of June. If there are any amendments the Commission would like to make to the budget as we go through these workshops,

that's really the time to come in and say, okay, we want to add expenses here, take away from it there. I mean one thing to recognize for each action of the Commission, there's a reaction, so where we're going to pay for something we have to figure out where we're going to bring the revenues for us to balance that. Basically, it's an amendment. In previous years I've actually referred to it as a yellow sheet because we done it on a yellow sheet paper, so a lot of times that's what we would call it, it's just passing the yellow sheets, but it's basically amendments that are going to what is proposed out there for a budget. I get direction from the Commission to do that. We'll prepare that and then have that available to go with the Commission on the adoption Thursday night.

Mayor Alvey said I think that will bring us to the topic that Commissioner Bynum raised and that is the proposal for continue funding the fire station in Fairfax.

Commissioner Bynum said, Mayor, are you asking me to speak on this now? **Mayor Alvey** said yes.

Commissioner Bynum said I'll just bring it forward in the hopes for the conversation and there have been many. I would only reiterate that I continue to appreciate the Mayor for allowing the small task force to meet. That group came together over a period of more than four hours and what I had brought forward several weeks ago with options for funding out of Special Funds was simply a way forward to keep the Fairfax Fire Station operating in its current capacity while allowing us an option for being able to open the Piper Fire Station which is brand new and ready to be opened and occupied. That's the discussion I was hoping to have.

We have seen several communications since then. One from Mr. Bach last week. I would say maybe as a warning that using those funds is not well contemplated and then today we received a communication indicating that using funds outside of those two options such as moving funds away from a CMIP funded project is simply not allowed. That is what I read Ms. VonAchen's communication to mean today. I would only reiterate that I personally never advocated for moving funds out of another department or away from another project. I never advocated for cutting a service or furloughing another employee.

My suggestion was that we borrow out of the two funds that were identified that might be able to tolerate the borrowing and so, that's what I'm just asking us to contemplate today. I don't know if I'm being overly optimistic or not, but I continue to have confidence that the funding to keep all of our fire stations operating can be located and I know that we have future grant opportunities.

I would also put that forward for the possibility of funding the Community Integrity Unit. That too might be a project that could be funded through sought after grant dollars. With that, I will just turn it to other commissioners for whatever might be on their mind. What I'm hoping for is some sort of negotiation at this point and close only with the statement that I cannot understand again, for probably the fifth time, why it is we believe that closing a fire station where we have a written agreement to not only build it, but operate it for the protection of that entire industrial area, is being put forward as literally the only option for providing the coverage that we know is needed in the Piper area. Thank you, Mayor, for the time and I will conclude.

Commissioner Johnson said I appreciate this dialogue that has been presented. As we've been talking about this I guess one of the things I thought to present to you all is an option to consider and that is either delaying the funding for the Piper Station or temporarily closing the Fairfax Station for the remainder of this fiscal year with the commitment from the Commission as a whole that we would work to find the funding for both in the following fiscal years. So, in that way we would not be permanently closing either, but hopefully, buying time as Commissioner Bynum has already said to figure out if there is a way to be able to find funding for both. I just want to put that out there. If it sticks great, I just want to try to be part of the solution to this.

Commissioner Ramirez said I've been fairly quiet on this. I've made comments here and there, but I'm new to this Commission and definitely everyone knows here that my learning curve has not been an easy task in these last few months. My day job, I'm daycare worker. I work directly with children and one of the things I'm required to have is CPR certified. Fortunately, I haven't had to use it, but since we haven't had to use it doesn't mean it should be taken away.

USD 500 staff their schools with Resource Officers. They don't have a big call volume. We staff City Hall with armed officers, that doesn't have a big crime rate. The point I'm trying to make is our counties public safety should not have a price tag on it. We protect our assets, schools

protect their children, City Hall protects its staff and we must protect the assets in Fairfax. We need to stop finding ways to dodge this and find a way forward. To me that's staffing both Station 12 and 15.

A thing that I've been looking over and reckoning around in my brain, it seems like every time we have this discussion the explanation that we get from administration is this is the direction I was given by the Commission at that time. That was a past direction. It seems a big portion of this Commission has given a new direction and the administration is not listening or following the new direction that is being given.

I think that Rev. Matlock put it perfectly, that this is the community's budget and the community has spoken especially with this fire station. I hope that we don't ignore the community when it's their budget. I hope that we as a collective body of the governing body we keep fighting for our community and fighting for transparency, not for ourselves as a governing body, but for the communities that we represent. We need to listen to them.

Commissioner Kane said, Christian, I don't think I could have said it any better and I agree with you. I'm sure that some of the commissioners were told that this was going to come out of the current manpower. At least three of us weren't, so that's one issue.

The other issue is that we had an opportunity to sit down with the Fairfax people in a large place, well 6-foot apart, to listen to them. I believe staff has sat behind these meetings, so they don't want to go in public like what happened the other day at the Woodland's thing where 45 people showed up. If we would have had this where we sat down and talked to them, they were given 22 days' notice that they were going to shut that down and they've asked multiple times for a one on one or meetings with all of us to correct this very dangerous situation. I don't like ZOOM and the virus is terrible, but we could have met, we could have sat down, we could have talked about what was going on, but it's been 3 years and 10 months.

When I brought that up last week about a park, all I was asking for was two picnic tables, three picnic tables maybe, and a little place to cook; not a million dollars. We have been led astray by the numbers and they say it's going to cost this much to do this and this much to do that and we already have the equipment. It is difficult for me that I sat there, and we voted on this and I thought, man, this is the greatest thing that we have done since I have been on the Commission.

All of us were in unison with the vote, we all wanted it to happen, and they built the hotel over in Kansas City, Missouri before they built the fire station.

It bothers me when several of us has said, hey, we want to do this. We need to figure this out and staff continues to tell us, nope, that's not the plan. We are the Commission, we are to guide staff, staff is supposed to listen. Last week when they said it was political, my history is safety and 10,000 people work down there and I don't care if they don't live here, they work here and that's probably one of the biggest insults that I've gotten saying this is all political. It's about saving people's lives.

Our community deserves to be served, to be served fully. We shouldn't have to go through all these roadblocks. We should get this done and go about our business, but like what was said earlier, when we've given you direction and all we do is run into a brick wall and say, nope, we're not doing it. It's like last week when Doug said—when I talked about the park, he said it's a million dollars. It's not a million dollars. It's not \$10,000, but a million dollars for a 2-acre park, that's been misleading, misguiding, and absolutely wrong.

Commissioner Townsend said as being the district commissioner for Fairfax, it really pains me to contemplate that there won't be a station there, but also as a commissioner for the entire district in and out of Fairfax and as a UG Commissioner, I have to look at what we have the resources to do and try to be responsible for all of these issues that have come before us, not just the fire station aspect. The other things that I contemplated over the weekend that will not be in the budget; services for which we're saying we do not have the money.

I want to thank Commissioner Kane for trying to come up with an idea that may be plausible from Capital Maintenance and I too read the letter from our CFO which cautioned against it, but it was a good try. I also spent the weekend going in a lot of places in my district and outside of the district and I was disheartened to see how our city is beginning to look because of the impact that has hit us already with the budget, not being able to cut grass and lots that belong to us. Not being able to as rapidly fix potholes. These are things that our citizens see every day and as we battle this pandemic we don't want to; I know I don't want to and I doubt any of you do, want to put another burden or mental fatigue on our citizens because of what our city is beginning to look like.

I too put forward a suggestion several weeks ago when we talked about the task force that was financially neutral to the budget which would let Fairfax personnel—sometimes they would be in Fairfax and sometimes they would be at the new facility. I know that is not the ideal, but it would not be any more of a burden on us financially if we wanted to keep it open and I think it would also give us the opportunity to see whether 5 can consistently meet the expectations that were set forth in the FACETS proposal.

I think one of the commissioners mentioned a couple of weeks ago or asked the question if having Fairfax there was not financially efficient, why hadn't that been closed before. Well, probably because there had not been the FACETS study, so there had been nothing for us to contemplate and that was the purpose, as I understood of it of the study, to see where efficiency's would lie or how we could be more efficient.

I am reminded that dealing with the Fairfax issue is not the only thing we're going to address as a body. With other areas of the city where we have citizenry exposed because the response time of four minutes was the National Fire Protection Association is not being met. So, we have to look at not only how we're handling this, but how we might approach those other things as well. I would ask that we seriously consider splitting the baby if we want to see Fairfax open. Another option would be—because the safety of individuals that was mentioned numerous times, but the numbers indicate that most of the calls there are not responding to fires, but to medical situations.

So, what would it look like to have an EMT or an ambulance there or some staffing that would allow for rapid response to deal with medical situations even if there was not a pumper. I don't know the answer to that, but I know that if we have people in the Administrator's office and our Fire Department who could figure that out and come back with it.

The key thing is, there is a presence there in Fairfax, there would still be a presence at the new facility, but to do so its budget neutral. It pains me to think there won't be, but efficiency is what we also have to consider.

Moving on to another aspect, I think we heard it tonight and I gave a lot of consideration to this over the weekend, I think we have to find some way to fund this Community Integrity Unit. If not in its entirety for 2020 and 2021, at least give the funding that the DA said would get it started even if it's just in 2020. I would like for us to go back to him and confirm what those numbers would be and what the headcount would be. As I looked at the materials from last week,

I think he had a full headcount of two people currently in the Integrity Unit, one fulltime and two part-time and he wants to go to five fulltime staff. I would like someone to go back to him and confirm what those numbers were and confirm what those numbers were that he mentioned, I believe it was last Thursday, that would at least get him started and for us to look at the County budget, Safety budget, to see if money could be taken from there.

My concern is that we do what we can to remain budget neutral. We know that we're going to have some diminution of services, but we can keep the ball rolling and be fiscally responsible.

Commissioner Burroughs said I would just clearly state that I would encourage all the commissioners to continue to peruse through the budget. I believe there are a number of areas within the budget that some of the issues that have been raised tonight can be funded. It's about priorities. We as commissioners have priorities and we believe that collectively we should be able to set those priorities. We've heard a tremendous amount of community involvement in reference to the Integrity Unit and it will be interesting to see what direction this Commission takes in reference to that. It's also quite interesting to see the amount of interest that has been put into the fire station in Fairfax and what action the Commission chooses to take on that as well as the mill levy for the library that has been discussed this evening.

As I've stated clearly, I would encourage my fellow colleagues to look through the budget. I would ask that staff look at page 167 dealing with the Knowledge Department and I would like a report as to why \$5.9M was spent this year in the CAFR report in reference to—or in the budget book in reference to the IT Department. I believe that \$5.9M that was brand new this year and we can always pullback six months on that and move it into the following year, but there are a number of questions in reference to the CARES money and I believe it was mentioned the other day by Administrator Bach that any new monies that was to be identified, he would like to have the liberty to put that into services and programs. I truly believe that we're the ones that set policy. We are those that determine where the allocations should go when it comes to setting policy. I do know I'm not trying to comingle what the Administrator's responsibilities are and what our responsibilities are, but by ordinance, by law, as well as by Charter, those are delineated.

I would encourage us to be mindful that we have an opportunity on this budget to have input and should our input be ignored and continue to have roadblocks that come forward, Mayor,

I would hope that we continue to move forward in a collaborated effort to do what's necessary to lead this community forward and this division over some of the items that have been here tonight to be blamed on COVID is just another stall word in reference to us being able to get to the real issue and that's the identification of some of the questions within the budget. Mayor, thank you for recognizing me and to my colleagues, stay safe.

Commissioner Johnson said I'm not one who tries to prolong the conversations at all, but I think this one is warranted. Commissioner Townsend made the statement earlier that she wished—and I think Commissioner Bynum did too, that they wished we had a little more time to try to make sure that we do everything we can do to turnover every stone. I'm wondering, and I'm asking the question to I guess Administrator Bach and to you as well, what reason is there for us not to move the final approval of this budget back by at least one week, maybe two weeks, but I would say at least one week so that we can continue to try to flush out some of these issues?

Clearly there's not agreement on this Commission right now and I would like to do all we can do to try to make sure we're turning over every rock. I've given an option and no one as it relates to the fire station, no one has come onboard with that. Commissioner Townsend has given an alternative option, no one has come onboard with that and so it just speaks to the fact that we are divided as a Commission and I would like to do all that is possible to see if we can find a solution even if that means taking a little bit more time to talk about these issues that have been put before us.

Secondly, the issue with regard to the Community Integrity Unit has been brought before us by a numerous number of persons in our community who have spoken with one voice and have asked for the same thing. They've not had difference of opinions. I personally had no idea that they would be on call tonight, but I think they made a very good argument that there are some real concerns in our community relative to the issues that we're contending with as it relates to our law enforcement agency, basically policing themselves, and so I think that warrants additional time.

Knowing that we are in a limited budget, I think in these days and times it would behoove us to be as caution and take as much time to move through this. So, unless you all tell me or tell us that there is some reason why we have to make a decision on this coming Thursday, I would like a little more time to look over this or discuss this further.

Mayor Alvey said, Commissioner Johnson, from my perspective we can do that. I do think it's going to affect some schedules. I would say this, I'm not convinced that we are divided, that we're going to come to come to the agreement. In my opinion it seems to me as much as we would like to say there is no price tag, everything has a price tag, that's why we're meeting. That's why we have the disagreement here. When we chose one priority, we have to set something else aside. That's what we're experiencing all across our budget. If we're going to try and not furlough people additionally and we're not going to raise taxes, the money has to come from somewhere. We do not have fee opt money. We have to spend what we have no more and based upon where we are, we just simply don't have the revenues. That's clear to us. So, I'm not convinced that moving this out two to three weeks is going to change the dynamics of it. I think we're still separated on these things. I would prefer that we move forward and bring the budget to a vote on Thursday, but I'm not hung-up on that, we don't have to do that.

I will say this, I'm going to go back to the fire station. You know we've listened to our community and our community tells us in the community survey that the number one priority is streets and the condition of our streets. We're not nearly funding them the way they need to be and as those continue to deteriorate, the cost of us to take care of that infrastructure only gets greater and greater. So, not only do we delay what we're doing now by not spending money, we're actually increasing the cost as we move further. That's what happens to infrastructure. If you don't put a new belt on your car, you're going to start having problems with the water pump, you're going to have problems with everything else. We know that how it works.

Also, in the community survey listed policing as number two and we are now looking at the possibility of not hiring 24 new police officers just to fill positions that have been emptied out and this academy class was the most diverse we've had in a long time and we're going to miss out on that opportunity. I would say in terms of whether the Fairfax Industrial Association has been able to make their case toward us, I disagree with that. I've had conversations. We know where they stand. We know what they're trying to tell us and we're simply saying, okay, based upon what was recommended through the FACETS study and what's brought to us by the Chief, we can continue to provide adequate coverage. We're not choosing to bring danger to that area. We're simply saying we can do this more efficiently.

Finally, in terms of whether we are giving direction to the Administrator or not, this is what this is about. If you have something—if any commissioner wants to bring something

forward, that's what we're doing now and so the County Administrator can only take the direction that is given by the Commission. If you chose not to vote for it, that's how that works, but for us to get down into the budget and say this is how each operation, that is in fact mingling our responsibilities with the County Administrator. The structure is such that the Commission and the Mayor together hire and direct the County Administrator who then runs. The County Administrator runs the operation of the government. We lead the operations of the government and that's what we're doing right now.

Finally, I would say if there are other places in the budget where we believe there is money hidden, please bring that forward. Frankly, I did not hear that in that small task force meeting that there were these places within the budget that we are wasting money or that money ought to be redirected because everything, in my opinion, practically everything I've seen from this Unified Government, we operate very lean already. If you take something out, something is going to go lagging. That's been my experience. If you can find it and show me that there are ways to bring it forward, otherwise, we need to stop giving our public the idea that we are wasteful or that we are negligent. That's simply not true and I think as elected officials we need to be defending our staff and the hard work they're doing given very limited resources. Every one of them would like to do more if they had it. I can't tell you how many people I've asked—you know when we've had to ask people to go out and do something, they're already behind. They don't have the resources they need and we, again, our responsibility is to provide resources, we want to also protect the community by not raising taxes. That's the balance. If we want to do more for our community, we're going to have to generate more revenues. If we want to cut, then we're going to have to expect that the community—the streets are going to get dirtier and meaner as we get further down the road. I don't see any other way to describe the dynamics we're in.

Again, if we want to move this out two or three weeks, that's alright. Frankly, I don't see how the dynamics are going to change.

Commissioner Bynum said I would just like to ask a couple questions, one question really with regard to the Community Integrity Unit. Do we have Ms. VonAchen or Ms. Jonscher on the call or Mr. Lindsey that might identify for us the current County reserves that are anticipated at the end of 2020 and would the reserve on the County side be a location for funding the Community

Integrity Unit? It was my understanding that Mr. Dupree asked for \$260K to fund that unit. That's a question for one of our staff people.

With regard to the fire station, I'm interested in whether or not we could pursue what Commissioner Townsend is putting forward so that both of those stations can be opened at least partially and as she explains, it would mostly be revenue or budget neutral—I should say expense neutral.

Lastly, I would just say that with regard to the work that we did in the small group, I did say from the beginning that if that came forward to the full Commission and it wasn't supported, that I would certainly live with that. I do appreciate all the comments that I've heard from the commissioners who have taken the time to speak to that issue so far.

With regard to the CIU, if we could hear what the anticipated County reserve would be at the end of 2020 please?

Mr. Bach said as we get the information, just to clarify, the fund balance on the County is a negative cash position for both '20 and '21. The reserve is an amount of money we build in case there is some emergency that happens through the course of the year that we—is that what you're asking about? The fund balance is negative \$2.6 this year and \$2.3 next year. I'll let one of the finance team note when we budget in our operations in case we go over at some point. **Commissioner Bynum** said okay. **Mr. Bach** said can I get that Kathleen, Reggie or Debbie?

Debbie Jonscher, Deputy Chief Financial Officer, said the amount in reserves is an amount we budget for an unexpected expenditure on the County side currently in 2020 is about \$147K. I will just note there is a fund balance, but I just want to note that we need to publish the mill levy for the—the publication we published for the County, so I need to check to make sure we're not going over that. The fund balance is actually projected to be about \$5.2M but as Doug said, the net change in fund balance was a negative—is \$3.8M on the County side for 2020. **Commissioner Bynum** said so, the terminology that I used is incorrect (inaudible). **Ms. Jonscher** said I didn't hear all of that. **Commissioner Bynum** said I just commented that I'm using the wrong terminology. **Ms. Jonscher** asked, are you asking what the fund balance is estimated to be at the end of 2020 or were you asking about reserves that we built into the current budget? **Commissioner Bynum** said actually why don't you tell me both of those things. I think I heard

Mr. Bach say the reserves were in a negative position. **Ms. Jonscher** said that's correct. That's the net change in fund balance, is a negative \$3.8M. That's the difference between what we take in in revenues versus what we're spending in expenses. **Commissioner Bynum** said then the fund balance—**Ms. Jonscher** said the fund balance is \$5.2M on the County side.

Mr. Bach said just an additional clarification too, I believe the DA said he could staff this unit at about 1.5 positions, I mean, during that conversation. That's where he could get started, but he did ask for more.

Mayor Alvey said someone has their line open and so we're getting static. Everyone make sure they are muted.

Kathleen VonAchen, Chief Financial Officer, said I just wanted to clarify just a little bit what Debbie was saying. She was also saying that there's about \$140K, I think she said, in which she said reserves that's budgeted. That's actually, you know, instead of using the word reserve, it's more like a contingency that's budgeted in the County General Fund. I think what she was suggesting is that we draw from that contingency number to fund all of—well, a portion of the DA's proposal that was submitted to us after the deadline. That would be just basically shifting those funds out of the contingency reserves that's currently budgeted to the District Attorney's Department to support that effort. Rather than the 2.5 FTE he's asking for, maybe going with the 1.5 FTE that he mentioned would get him started. That's one way of doing that, that I would recommend.

Commissioner Ramirez said I have a comment and then one question. I'm going to start with the question to Commissioner Johnson. If he could describe his proposal one more time? **Commissioner Johnson** said my proposal was simply to keep both—not just permanently close down either station. It would be either to suspend funding for the Piper station until fiscal year 2021 or whatever the next year is, I don't know, I want to make sure I get the right years and/or to temporarily close the Fairfax station for the remainder of this fiscal year. The hope in both would be to try to find money, and again, I've heard the comments here that we've already done all that, but we (inaudible) find some money within the next—as we close out this fiscal remaining year to

find monies for the next fiscal year to be able to maintain and to man both of those stations. I hope I didn't make that too jumbled by that's what I proposed. **Commissioner Ramirez** said no, that's makes a lot of sense.

For my comment, I do want to thank staff for everything that they do. This is not an easy task especially for the crisis that we're under. None of this is easy, but I want to say it's not fair—it seems like every time we have this discussion the comment is like our hardworking employees are always the first on the chopping block anytime we bring up this fire station discussion. It's not fair to them. They're already under stress right now under a furlough program. I'm sure, as other commissioners, I'm sure we can find it, but we have to sit down and actually do the work together, not divided, not in our silos, but together as a Commission sit down and go through the budget and find places that maybe—which ever proposal we chose. We need to do it together and not divided.

Commissioner Markley said this is needing more of a scheduling clarification question. On Thursday we only have before us the budget adoption. Is that correct? We don't have a Commissioner meeting following that 5:00 p.m. Is that right? **Mayor Alvey** said that's correct. **Commissioner Markley** said so potentially there is time for discussion on Thursday if there are specific items that we would like staff to comment on, to have the Chief available to comment on, or to provide some slides on Thursday to finalize this discussion and still adopt the budget on the proposed timeline. So, if we want to know, for instance, whether having only an ambulance at the Fairfax station is feasible or whether Commissioner Johnson's proposal—whether the Chief thinks that's feasible or what that might look like as far as budget impact or what it takes to fund half of an employee in Dupree's office, we could potentially see those slides on Thursday before budget adoption.

I mean in some ways I'm inclined to agree with the Mayor that I don't know that positions can change significantly no matter how many weeks we add on, but I also in consonant that people are asking questions tonight that they deserve to have an answer at some point. I guess I'm just saying that answer could come on Thursday and then our positions could be made clear during that budget discussion, so immediately following. **Mayor Alvey** said, Commissioner Markley, I'm going to take you up on that to see where we might be, but if the option would be to come together at 5:00 on Thursday, I guess the question, would that satisfy, I'm not certain it will. I still think we're going to be at fundamental at odds over where we go with this budget.

You could go through the budget. I don't know how we're going to have enough time as Commission to sit through and go through this 300-page budget, more than 300-page budget, and I'm not sure where we would go to find the monies that we're saying are there. I mean what we depend upon is staff to do the job, County Administrator to give direction where we might cut, and how he might handle this and come forward with this. If there are specific things we want to fund, you would say if you're going to fund the fire station, then you're going to have to find the \$900K from somewhere, bring that back to us. We need to have some direction from the Commission that in fact the majority of the Commission, for instance, wants to fund up the continuing operation of the Fairfax station and if that's the direction of the Commission, then that goes back to the County Administrator who comes up with a revised budget on Thursday that then we can vote on. Am I wrong about this process?

Commissioner Burroughs said there were some comments made earlier about disparaging our employees. First and foremost, that has never been the intent to this elected individual to disparage any of our staff. Our staff works hard under any condition and I respect the value of work that they do. Mayor, just because questions and comments are made doesn't mean that we're adversarial, it means that we have questions and comments that should be addressed. This is a public forum and we should be allowed to do so without judgment.

I would like to also state that I believe there are still some questions within the budget, I've heard it this evening throughout the discussion, and I believe a number of commissioners have issues and/or opportunities in which to address within the budget. To continue to state this is our budget, Mayor, I really question that. We've had input but the budget hasn't changed. We have had input. We have given guidance, we have brought forward issues, and the budget still has not changed.

I respect the process, I truly respect the amount of work staff has put into this, but just because a commissioner has the due diligence of looking through a budget and asking questions doesn't mean he's disparaging staff or doesn't mean that he doesn't have concern about the amount of workload that is put on our staff in reference to this. I will not hide behind the fact that COVID is going to get blamed for some of things within the budget that we're failing to discuss. Mayor, I will continue to advocate for this community. I will continue to support the staff and members

of the Unified Government, but I will also stand on behalf of the citizens to ensure that their voices are heard no matter who wants to come back and jump on me for the comments that I make.

Commissioner Alvey said, Commissioner Burroughs, I'm not jumping on you for the comments that you made. I am challenging some of the assumptions that are made there, and the assumption is that somehow as a Commission we are going to go through all of the operations of the Unified Government and decide where money needs to be spent line item to line item. It simply does not work that way.

Secondarily, I never implied that you made disparaging comments about our employees. What I said was our employees have worked diligently, they do not have the resources they need, and the administration has come through. We have had multiple workshops at any time where these things could have been discussed further, but what we never do during these workshops is come to an agreement and take a straw vote to say to the Administrator we want you to do this or not. We've not yet taken a straw poll, for instance, on whether we want to fund up the fire station. So, I suggest that we do that at this time. Are we going to continue—we want to give direction to the County Administrator either to continue to find ways to fund up that fire station understanding it's going to require cuts elsewhere in which—from what I understand you're saying, we ought to be able to decide what those cuts are or do we simply say we have decided that the Fairfax Fire Station, that company can be relocated.

Commissioner McKiernan said one of the beauties of having a Commission of ten is that the majority will out in this case and so the collective will of the majority of commissioners is the direction that we will ultimately take. I will say regarding Station 15, I have not seen any compelling evidence that suggests to me that continuing to fund Station 15 will enhance the safety and security of the Fairfax area over having Station 5 alone. I haven't seen that. I also don't have confidence that we can find ongoing funding because this is not a one-year funding, it's an ongoing funding to maintain that staffing in the future.

Having said that, Commissioners Townsend and Johnson have brought forward some interesting twists on a staffing idea that I do think deserve at least being run out to their logical conclusion. How would they play out, would they enhance the safety and security at a potentially more manageable budget figure. I don't know. Commissioner Burroughs has suggested there

might be some efficiencies that we can still gain that might help to fund this, but as I said, I have not seen compelling evidence to date that continuing to fund the staffing of 15 will enhance the safety and security of the Fairfax area.

On the issue of the Integrity Unit, I want to say first of all that I appreciate the work of the Kansas City, Kansas Police Department. I know that if you look at the LexisNexis Crime Map that we, in my district, benefit tremendously from the hard work that the men and women of the Kansas City, Kansas Police Department who go out every day in an attempt to keep us as safe and secure as we can all possibly be.

Having said that, I do think that we would benefit from having an Integrity Unit and a hotline. I do think that independent oversight can absolutely help when there are issues of a potentially fractured community trust. I do think that finding the money to at least fund the beginnings of an Integrity Unit would be a good investment on our part as a community. I do think we could pay for that out of fund balance at least in the first year and then we can see how it goes from there.

I will say; however, I'm very frustrated that we did not receive information about this unit until the eleventh hour. I wish—no, if we had received information about the mechanics, the nuts and bolts, the cost of this unit earlier in the process, I do think we would have had a better opportunity to try to work it into the process rather than waiting until here we are on Monday before budget adoption on Thursday. Having said all that, I will yield to my fellow commissioners.

Commissioner Philbrook said (inaudible) have to make some of these decisions because a lot of these hurt. Me, as an individual, and a lot of our other poor people that are living in this community because we have a lot of stuff to deal with right now. We can blame COVID for some stuff, but definitely not for all of it. I agree that, yes, it would be helpful to have an independent group looking at issues that come forth. I know that in the past in some cases that we have sent them to the state and/or the Highway Patrol and some other people to do some investigations. We've even had the FBI do some investigations for us in Wyandotte County, so we haven't totally ignored other folks doing investigations for us, even the DOJ. I do on the other hand believe that we do need to start something up.

I also am disappointed that this was brought to us at such a late time because it did need to be worked into our budget to allow us to try to figure out how we could make this work. Also,

to look how we can get additional fund (inaudible). This is not easy to say that it's just very, very difficult to say that I don't have a true believing—feeling that I would (inaudible) none of the folks that work for the UG are all about doing a wonderful job. Yes, like it or not, (inaudible) have our best interest at heart are the ones that get noticed and the ones (inaudible) sad thing to have to say, but yes, it is our responsibility. I do think we need to look at possibly giving some beginning funding, but definitely not the full amount and look for something else.

Now, the really hard one is around the fire station. I have not accepted the fact that I believe that Fire Station 15 needs to continue. I understand the heartfelt need for that station and that it's a very emotional issue, but on a business level, I would say as far as I know it doesn't look like it is necessary. I added up the number of calls that between Fire Station 15 and 5 and they get less calls than the fire station just up the street from me between 61st & 62nd Street and they're doing a fantastic job. I'm really having a problem saying that we should have two stations where one station looks like it can do the job when I have another station just up my street even doing more work and it's a sad thing to have to say. In a world where we had all the money we could spend we may not even have to consider that and keep 15. If other commissioners can come up with a way to make things work, I'm more than happy to listen, but so far I haven't heard (inaudible) yet. Thank you everybody and that's where I am on things.

Commissioner Kane said, Mayor, you brought up the issue about a straw poll, let's have one.

Mayor Alvey said very good. Make the motion commissioner.

Action: Commissioner Kane made a motion, seconded by Commissioner Bynum, we continue to work on keeping 15s open and man 12s.

Commissioner Bynum said I do have a question because is a straw poll a vote or is it just taking the temperature of the group? **Mayor Alvey** said right. This is to tell the County Administrator to find other funding for maintaining operations at Fairfax and opening up at Piper. Do I understand that correctly Mr. Kane? **Commissioner Kane** said correct.

Commissioner Markley said but it's not an official vote, right, because we're in a Special Session. **Mayor Alvey** said that's correct. It is not an official vote, so what I'm assuming will

happen, what's going to happen how this goes, that's the direction to the County Administrator to come back with whether the same budget or a revised budget by Thursday I suppose. **Commissioner Bynum** asked, are you suggesting funding other than the funding that was brought forward from the two special funds that we talked about a couple of weeks ago. **Mayor Alvey** said I think that would be at the discretion—I think probably, Doug, I'm not going to speak for you, but I imagine you would come to us with a few options about how to fund that if that were to be the vote.

Mr. Bach said, yeah, I mean I think we bring forth what the Commission group had suggested as removing the money away from—I guess looking at the CDBG money and then the Downtown Redevelopment Funds were a couple of the suggestions, to take the money away from those funds. Otherwise we would look to see what other areas we could take away from different operations to move over into this account unless there is different direction from the governing body.

Commissioner Townsend said I would like this analysis to include information from the Administrator's Office or the Fire Department about the option that would budget neutral as well. Since this is not an official vote, I would like to see if that is possible. I have been told that it is. The logistics of it, the Fire Department would have to work out, but in terms of what that might look like as long as it is budget neutral.

Mr. Bach said I'm not quite sure how that works. I mean that can be a separate direction. I mean when you're saying budget neutral, you mean within the operation of the Fire Department, right, how there's could be budget neutral. This is, I think, the motion that I heard from Commissioner Kane was one of adding funding into the Fire Department budget so we're moving it from somewhere else to put it in there in order to add the additional personnel. A separate action could be to look at the neutral.

Mayor Alvey said, yes Commissioner Townsend, it would seem to me that we've got a motion for a straw vote to move funding into the Fire Department to fund up operations at both Fairfax and Piper. Should that not pass, then you could bring an additional motion. We would examine other methods—ways to solve the problem. **Commissioner Townsend** said I guess that's my

point. I would like to see that done regardless to see that since it is what I've been told would be neutral to the budget, I think we should be able to consider that as well as if other commissioners want to see that we move money from elsewhere. I'm not seeing it as an either/or. You're right, two distinct options. That was my point.

Mayor Alvey said to be clear, what the straw vote is, whether we will move money—continue to fund operations at both Fairfax at the same time opening Piper. Is that correct Mr. Kane?
Commissioner Kane said correct.

Mayor Alvey said we have a motion and a second, let's take a straw poll.

Roll call was taken and there were four "Ayes," Bynum, Burroughs, Ramirez, Kane; and six "Nos", Townsend, McKiernan, Johnson, Markley, Walters, Philbrook. (Motion failed).

Mayor Alvey asked does someone want to bring a straw vote for the Community Integrity Unit.

Action: Commissioner Johnson made a motion, seconded by Commissioner Townsend, for the Community Integrity Unit.

Commissioner Markley asked is this a poll to fund the entire amount or—**Mayor Alvey** said yes, let's be clear. Commissioner Johnson, what are you proposing? **Commissioner Johnson** said as has been discussed, we figure out a way to get it funded for this year. I believe that's what the request was. **Mayor Alvey** said fully funded, fully operational? **Commissioner Johnson** said, hold on. Commissioner Philbrook, you had brought it up. What did we—I think what you were talking about is what I agreed with. **Commissioner Philbrook** said basically, I thought that we could start it out and fund it for the rest of 2020 and in the meantime look to see if we could find additional funding for 2021 to ramp it up. That's where I was coming from Harold.

Commissioner Johnson said I move with what Commissioner Philbrook said. **Commissioner Markley** asked do we know how much that is though? **Commissioner Johnson** said \$92K. **Mr. Bach** said he indicated if he could get started he had a half-time, I believe, investigator. He wanted

to move that to fulltime and then bring on another dedicated to it, so it was 1.5 positions that he needed to get started. I believe that would be probably like the fourth quarter of this year. Maybe if we could look at it from that perspective and then continue on with that group into next year and maybe you continue with—I guess I’m giving you a conservative proposal. You can think what you want to, if they continued with that operation for a half year that would give you guys the ability to see what happens to the budget and then we know what to do, so we could fund at that level for the last quarter of this year through next year. Then if you decided you want to ramp up and add to it next year for the second half of ‘21, you would have that option. **Commissioner Philbrook** said that’s nice, but I still didn’t hear an amount. What I’m amount (inaudible.) I’m sorry, Doug, to put you on the spot. **Mr. Bach** said you’re probably in a range of around \$100K on an annual basis. We’ll get the exact number, but that’s what I would say it would be in that range for an annual. **Commissioner Philbrook** said that would be for next year. **Mr. Bach** said for the ‘21 Budget, it would probably be a little over that, but somewhere in that nature. **Commissioner Philbrook** said because it looked like he was pushing forth, what I remember seeing, was something around \$90 some thousand, something in that category. **Mr. Bach** said I believe that was for this year to fund up. **Commissioner Philbrook** said for the rest of the year, right? **Mr. Bach** said right.

Commissioner Philbrook said so, I would say the funding for the 1.5 people, so he has a fulltime person to do the investigation and a half-time person to keep track of the monies and all the administrative stuff. That’s where I’m coming from for right now and then see what happens and where we need to go with that. If it something that needs to be done, we just need to figure out how to fund it and how to make sure it has ongoing. That’s my thing. Harold, is that what you’re thinking? **Commissioner Johnson** said yes. You said it exactly right, the way I was thinking it and I don’t think as fast on my feet as you do. **Commissioner Philbrook** said that’s what we have in mind and if that makes sense. **Mayor Alvey** asked, are you seconding that Commissioner Philbrook. **Commissioner Philbrook** said I wasn’t the second. **Commissioner Bynum** said I believe Gayle was the second. **Commissioner Philbrook** said however you want to do it. Whoever you want to be first, it doesn’t matter to me. **Mayor Alvey** said we had Commissioner Johnson who brought the motion. Now we need—**Commissioner Philbrook** said then I’m seconding it in that fashion. He and I are agreeable.

Commissioner Townsend said just clarification, I'm looking at the materials that the DA brought forth because I want to just be clear what the motion entails. In 2020 he wanted to move a part-time administrative person to fulltime and he wanted to two additional fulltime investigators and that would add \$92K to the budget. So, is that the motion we're taking that we're taking the straw vote on? I remember asking him what he could get started with so it might be something less than that, that's why I recommended earlier we get clarification from him or maybe the Administrator had those numbers, I just don't recall what the reduced amount was that he said. I'm just trying to be clear on the motion. I support us doing something trying to find that money. **Mr. Bach** said he stated during the meeting, at least in my notes, that he felt like the bare minimum to get started would be to at least have 1.5 more positions. I do not know what that cost is. Specifically, that's where I was estimating. If I look at 1.5 positions, it's probably \$100-\$110K. I don't know what kind of positions those are to come into it, so it's somewhere in that range probably to do that on an annual basis.

Reginald Lindsey, Budget Manager, said for a full year, there's two positions that he wanted to add and then a half position he wanted to add, so the first investigator with benefits and everything \$99K and the second investigator is \$94K and then to make the half position a fulltime position, it was \$32K with benefits and that's for a full year and that gets us to \$260K that he talked about. **Mr. Bach** said okay, so if we were doing the part-time position and just one of the fulltime positions, that's \$131K. **Commissioner Markley** said annually, so if we're just doing one quarter in 2020, then it makes a difference. **Mr. Bach** said right, yes, you only need a quarter of it for this year, but then I would need to build that into the budget for '21 because I'm assuming in January we'll keep it going.

Commissioner Bynum asked why would we only need one quarter of this current year. **Mr. Lindsey** said that's because once we load the budget up, it will be enacted in September and then they have to hire for the position. It's possible we wouldn't get someone hired until like October so you would be paying for October through December. **Commissioner Bynum** said okay.

Commissioner Ramirez said this is for a point of clarification. We've moved away from the fire station straw poll, now we're on the CIU straw poll? **Mayor Alvey** said correct. **Commissioner Ramirez** said okay.

Mayor Alvey said we have a motion and a second. Roll call.

Roll call was taken and there were ten "Ayes," Bynum, Burroughs, Townsend, McKiernan, Ramirez, Johnson, Kane, Markley, Walters, Philbrook.

Mr. Bach said, Mayor, if I may just to clarification, so, we're going to come back with that on a yellow sheet or the amendment for the last quarter of 2020 and then the full year of next year to fund up 1.5 additional positions in the Convictions Integrity Unit. **Mayor Alvey** said that's my understanding, yes.

Mayor Alvey asked, shall we have a meeting at 5:00 on Thursday prior to an attempt to pass the budget afterwards, towards the end. Is there a motion for that?

Action: Commissioner Burroughs made a motion that we continue to have discussion on the budget before we take a final vote.

Commissioner Markley said I already show 5:00 to 7:00 on my calendar. I guess that's part of the reason I was confused earlier. I show budget adoption going from 5:00 to 7:00, so I guess I'm in favor of that motion since it's already on my calendar, but maybe my calendar is missed up. **Mayor Alvey** said alright, so apparently we do not need a motion for that. That's already scheduled in time.

Commissioner Townsend said I do want to go back to motioning if that's required in the straw poll sitting, giving direction to the Administrator and whatever staff he needed to do a presentation on Thursday upcoming about what it might look to have a split of services at Fairfax and Station 12 with the presumption that it would be budget neutral. I would just like to see that presentation. It may be feasible, it may not be, but that is something I would certainly like to see us look at for

Thursday. **Mayor Alvey** said that won't require a motion, I don't believe. It's just asking for a presentation to bring that forward for our discussion. It doesn't require a motion. That can easily be done. Am I right Mr. Bach? **Mr. Bach** said yeah, we can do that Mayor. So, it's a rotating operation between the two stations. **Commissioner Townsend** said right. **Mr. Bach** said we can easily do that, and we'll do it.

Mayor Alvey said that concludes our meeting for the evening. Thank you. I know this is very tough. I know we're very emotional. I do not mean to offend anyone. I simply try to say what I think needs to be said and if I hurt anyone's feelings, I apologize. Thank you all.

MAYOR ALVEY ADJOURNED
THE MEETING AT 8:23 p.m.

Bridgette D. Cobbins
Unified Government Clerk

dt

July 13, 2020



Suite 323
Kansas City, Kansas 66101-3070

Unified Government Clerk's Office

Bridgette D. Cobbins
Unified Government Clerk

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

Memorandum

To: Doug Bach
County Administrator

From: Bridgette Cobbins
UG Clerk

Date: July 23 and 30, 2020

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.

mbb

Attachment

1. PROTEST PETITION:

Against Special Use Permit Application CZ-20401-00013.

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

2. COMMUNICATION:

Stephanie Moore, Management Analyst, Economic Development, submitting a letter to the Board of County Commissioners and a notice of public hearing for August 13, 2020, for the redevelopment district titled the Riverfront Redevelopment District.

Action: Received and filed.

3. COMMUNICATION:

Stephanie Moore, Management Analyst, Economic Development, submitting a letter to the Board of County Commissioners and a notice of public hearing for July 30, 2020, for a resolution concerning the Redevelopment District Downtown Campus Redevelopment District—(Project Area 1).

Action: Received and filed.

4. COMMUNICATION:

Bridgette Cobbins, UG Clerk, listing bids received July 22, 2020, for Bid #B30238—City Park Ballfield #3 Reconstruction.

Action: Received and filed. Copies previously forwarded to County Administrator, Parks & Recreation and Legislative Auditor.

5. AGREEMENT:

Amended and Restated Development Agreement for Turner Woods Industrial Park between the Unified Government of Wyandotte County/Kansas City, Kansas and RELP Turner, LLC dated as of July 8, 2016.

Action: Received and filed. Copies previously forwarded to Finance & Economic Development.

6. REPORT:

Financial report for the Self-Supporting Municipal District/Downtown Improvement District (SSMID) for the month of June 2020.

Action: Received and filed.

7. COMMUNICATIONS:

<u>Warrant #</u>	<u>Reissue?</u>	<u>Date Issued</u>	<u>AMOUNT</u>	<u>FUND / ACD</u>	<u>Vendor Name/Number</u>	<u>Reason for void (dropdown)</u>
869100	Yes	11/27/2019	\$198.80	790 2118	PHH Mortgage Services #8256P	Stale dated
867202	Yes	10/25/2019	\$49.89	790 2113	James, Sally A #6958Z	Stale dated
872858	Yes	2/7/2020	\$8,936.27	790 2118	SVVI, LLC	Stale dated

Action: Received and filed.

8. PERSONNEL ACTION COMMUNICATION, DATED JULY 16, 2020:

Section II-Transfers

Name	Department/Division	Eff. Date	Former Job Title	New Job Title
Scott B. Johnson	Police/Communications	6/25/20	Part Time B 911 Call taker	Part Time A 911 Call taker
Jennifer P. O'Neill	Police/Communications	7/9/20	Part Time B 911 Call taker	Part Time A 911 Call taker

Section III - Separations

Name	Department/Division	Eff. Date	Job Title
Sheria L. Howard	Human Services/CDDO	7/17/20	Program Coordinator
Phillip E. Henderson	NRC/Business License	6/30/20	Manager

Section IV - Leave of Absence

Name	Department/Division	Lv. Beg	Lv. Ends	Leave/Pay
Ricardo R. Madrigal	Police Department	6/26/20	7/23/20	091

Action: Received and filed. Copy previously forwarded to Payroll.

9. PERSONNEL ACTION COMMUNICATION, DATED JULY 21, 2020:

Section II-Transfers

Name	Department/Division	Eff. Date	Former Job Title	New Job Title
Devin T Baird	Sheriff/Detention	7/9/20	Deputy	Deputy Part Time 911 Call
Nathaniel E Belvo	Police/Comm	6/25/20	Auxiliary Officer	Operator
Ryan R Lockamy	Comm Corr/Adult ISP	7/9/20	IS Supervisor	IS Administrator

Section III - Separations

Name	Department/Division	Eff. Date	Job Title
Shadijah K Jackson	Comm Corr/Juv	7/17/20	ISO
Lydia L Morrow	Finance/Treasury	7/1/20	Fiscal Supt Assistant

Section IV - Leave of Absence

Name	Department/Division	Lv. Beg	Lv. Ends
Lionel A Womack	Police	7/6/20	unknown

Section V - Increases per Memorandum of Understanding

Name	Department/Division	Eff. Date	Job Title
Paula M Bartling	Appraiser's Office	7/12/20	Admin Supt Asst
Racquel M Wallace	Sheriff/Juv	8/20/20	Juv Care Worker I

Section VIII - Other Requests

Name	Department/Division	Action Requested and Explanation
Maritza Fernandez	Human Services/CDDO	ACD code change effective 7/1/20
Yer Hang	Human Services/CDDO	ACD code change effective 7/1/20
Sheria Howard	Human Services/CDDO	ACD code change effective 7/1/20
Jerilene Lewis	Human Services/CDDO	ACD code change effective 7/1/20
Lenah Sugut	Human Services/CDDO	ACD code change effective 7/1/20
Valeria Urrutia Ramos	Human Services/CDDO	ACD code change effective 7/1/20
vacant	Police/Asset	Status change from full time to part time effective 7/23/20
Phyllis Wallace	Human Services/CDDO	ACD code change to effective 7/1/20

Action: Received and filed. Copy previously forwarded to Payroll.

10. PERSONNEL ACTION COMMUNICATION, DATED JULY 23, 2020:

Section III - Separation

Name	Department/Division	Eff. Date	Job Title
Mark A Chase	Public Works/WPC	7/31/2020	Plant Operator II

Section IV - Leave of Absence

Name	Department/Division	Lv. Beg	Lv. Ends
Jareal D Hicks	Police/Patrol Activites	8/1/20	3/31/20

Section V - Increase per Memorandum of Understanding

Name	Department/Division	Eff. Date	Job Title
Dusanka Joksimovic	PW/Buildings & Logistics	4/9/20	Caretaker

Section VIII - Other Request

Name	Department/Division	Action Requested and Explanation
Crystal D Doran	Health Department	ACD code change effective date 7/1/2020

Action: Received and filed. Copy previously forwarded to Payroll.

11. PERSONNEL ACTION COMMUNICATION, DATED JULY 28, 2020:

Section III - Separations

Name	Department/Division	Eff. Date	Job Title
Kevin L. Collins	Public Works/Street	7/24/20	Equipment Operator II
Luis E. Godoy-Garcia	Transit	7/21/20	Transit Operator

Section IV - Leaves of Absence

Name	Department/Division	Lv. Beg	Lv. Ends
Linda E. Campbell	Transit Operator	7/6/20	8/5/20
Ashley N. Schmalz	Fire Dept/Communications	7/1/20	7/30/20

Section V - Increase per Memorandum of Understanding

Name	Department/Division	Eff. Date	Job Title
Elizabeth C. Groenweghe	Health/Epidemiology	7/23/20	Manager (Chief Epidemiology]

Section VIII - Other Requests

Name	Department/Division	Action Requested and Explanation
Edward J. Bain	Legal	ACD change to reflect CARES Team Assignment effective 8/6/20
Deasiray A. Bush	Finance/Budget	ACD change to reflect CARES Team Assignment effective 8/6/20
Lisa Y. Rangel	CAO	ACD change to reflect CARES Team Assignment effective 8/6/20
David G. Reno	Public Works/Streets	ACD change to reflect CARES Team Assignment effective 8/6/20
Charity A. Bond	Police/Communications	Amend PAC to reflect payout due to transfer to new position/union

Action: Received and filed. Copy previously forwarded to Payroll.

12. PERSONNEL ACTION COMMUNICATION, DATED JULY 30, 2020:

Section I - Appointments

Name	Department/Division	Eff. Date	Job Title
Taunisha R. McDonald	Health/Clinical Services	7/23/20	Public Health Nurse
Alexis B. Quijas	Sheriff/Juvenile	7/23/20	Juvenile Care Worker I
Tamarius T. Toulson	Sheriff/Detention	7/23/20	Deputy
Kathleen A. Dejarnett	Sheriff/Detention	7/23/20	Deputy

Section V - Increases per Memorandum of Understanding

Name	Department/Division	Eff. Date	Job Title
Raymond A. Hernandez	Parks and Recreation	6/14/20	Caretaker
Kathleen R. Meyer	Parks and Recreation	6/6/20	Office Assistant II
Garrett D. Weddle	Fire/Communications	7/30/20	Fire Dispatcher III

Action: Received and filed. Copy previously forwarded to Payroll.

13. CLAIM FOR DAMAGES:

Adolfo A. Medina Sosa, 1613 SW 23rd St., Cape Coral, FL, alleging damage to rear wheel due to hitting a pothole on 435S at 12/6-mile marker.

Action: Referred to Legal.

14. MOTIONS TO SET ASIDE:

Unified Government of Wyandotte County, Kansas City, KS vs. Theodore Bass, 2019-PT-3

Unified Government of Wyandotte County, Kansas City, KS vs. Kenan Smith, 19-PT-3, COA #490

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

15. SUMMONS:

Patrice M. Smith, Terry M. Smith, Gregory A. Smith and Mark E. Smith vs Cedric Toney, et al., Case No. 2019-CV-000732.

Action: Referred to Legal.

16. TRAVEL REQUESTS:

Matthew Baker, KCKPD/Operation/MPS, travel to Overland Park, KS, August 10 – 14, 2020, to attend the Law Enforcement Leadership Supervisor School Training, Training.

Michael Kroening, Sheriff's Office, travel to Platte County, MO, July 27 – 31, 2020, to attend the CVSA Certification, Training.

Brittanie Pruitt, KCKPD COPps/Traffic, travel to Sterling, VA, July 26 – 31, 2020, to attend the Memphis PD Assessment, Training.

George Sims, Police/East Patrol, travel to Columbia, IL, September 20 – 25, 2020, to attend the Edged Weapon/Ground Control Instructor Trainer, Training.

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

17. CERTIFICATE OF INSURANCE:

Walters Excavating, LLC

Action: Referred to License.

18. BUSINESS BONDS:

Electrical Bonds
Advantage Electric, LLC
HAAS Electric, LLC
JL Construction Services, LLC
Serve Electric, LLC

Action: Referred to License.

19. CONTINUATION CERTIFICATE:

Electrical Contractor's Bond
A & A Electrical, Inc.

Action: Referred to License.

20. CANCELLATION NOTICE:

Miscellaneous
M&M Service, Inc.

Action: Referred to License.

21. APPLICATION FOR CMB LICENSE (PKG):

Community Mercantile, Inc./Deon Whitten dba The Merc Co+op, 501 Minnesota Ave.

Action: Referred to License.

22. APPLICATION FOR DRINKING ESTABLISHMENT/PUBLIC VENUE:

John Breitenstein dba Sarah's on the Hill, 612 N. 5th St.

Action: Referred to License.

23. APPLICATION FOR CATERER:

Jason Lovell/Deon Whitten dba The Merc Co+op, 501 Minnesota Ave.

Action: Referred to License.

24. APPLICATIONS FOR CATERER/DRINKING ESTABLISHMENT/HOTEL:

Dilip Patel dba Best Western KC Speedway Inn & Suites, 10401 France Family Drive
Taco Vida, LLC/Richard Ripper dba Taco Republic, 500 County Line Road

Action: Referred to License.

25. APPLICATION FOR MASSAGE THERAPY BUSINESS:

Steve Beaumont/Kristy Sherley dba Chateau Avalon Hotel, 701 Village West Pkwy.

Action: Referred to License.



Staff Request for Commission Action

Tracking No. 20232

Full Commission Meeting Date: 8/13/20

Committee: Economic Development & Finance

Date of Standing Committee Action: 7/6/20

(If none, please explain):

Publication Required: Yes

<u>Date:</u> 8/7/2020	<u>Contact Name:</u> Katherine Carttar	<u>Contact Phone:</u> x5176	<u>Contact Email:</u> kcarttar@wycokck.org	<u>Department/Division:</u> Economic Development
<u>Item Description:</u> The Yards II Apartment and Riverfront Development Plan to request the establishment of the Riverfront TIF District to build a 200+ unit luxury apartment complex and allow for future riverfront development.				
<u>Action Requested:</u> 8/13/20				
<u>Budget Impact: (if applicable)</u> Amount: Source: Included In Budget: Other (explain):				
<u>Attachments List:</u> 6-24-20 Executive Summary - The Yards II DA, Resolution Approving Yards II Development Agreement, Development Agreement (the Yards II), Ordinance Creating District (UG Yards II) - final				

6/24/20 EXECUTIVE SUMMARY
THE YARDS II DEVELOPMENT AGREEMENT

1. **Parties.** The UG and KC The Yards 2, LLC, an Indiana limited liability company ("Developer"), which is a single-purpose entity owned by Flaherty & Collins Properties, a multi-family developer headquartered in Indianapolis.
2. **The Project Site.** The Project Site is approximately three acres of real property generally located west of State Line Road, east of the Kansas River, north of Kansas Avenue, and south of Interstate 670 in the West Bottoms in Kansas City, Kansas. Developer has an option to acquire the Project Site with the current owner of the land.
3. **The Project.** The Project is to be designed, constructed and developed as a first-class mixed use development consisting of the following components:
 - (a) a first-class luxury apartment building which is of the same or better quality than the Yards Apartment Building (located at 1660 Genesee Street in Kansas City, Missouri), renting for a market rate comparable to similar multi-family offerings (with a blended rate of approximately \$1.73 per square foot), and consisting of approximately 225-240 total units, approximately 65% to 70% of which are expected to be one-bedroom units, and approximately 30% to 35% of which are expected to be a mix of two-bedroom and three-bedroom units, and including site amenities and related infrastructure. Project amenities shall include: (i) health and fitness facilities, (ii) outdoor kitchen and grills, and patio space; (iii) in-unit washer/dryer, refrigerator, oven/range, and microwave; (iv) elevator-service, secure access and conditioned interior corridors; and a (v) dog park; and
 - (b) The first floor of the building may include approximately 6,000 square feet of retail space (the "Retail Space") for retail, restaurant and entertainment uses. The UG and Developer agree that Developer is not required to construct the Retail Space within the Project, but if Developer does complete construction of the Project and the Retail Space is not included therein, the UG terminate the CID which is otherwise provided for in this Agreement.
4. **Timing.** Developer will commence construction on or before December 31, 2023 and Developer will complete the Project by December 31, 2025 at the latest.
5. **Incentive Financing Provided.** The UG is offering the following incentives to stimulate the development of the Project:
 - (a) Tax Increment Financing ("TIF") District. The Agreement will provide for formation of a Riverfront TIF District that encompasses all of the Project Site, as well as other Project Areas south of the Project along the banks of the Kansas River. This Agreement will only govern and control the development of Project Area 1 of the Riverfront TIF District – which is the location of the Project Site. Developer will be reimbursed on a pay-as-you-go basis (no bonds) with incremental real property taxes from the TIF District which are equal to 100% of the increase in property taxes for Project Area 1 for up to the maximum 20 years of TIF collection period. The TIF financing is only for reimbursement of the costs of acquisition of the Project Site, construction

of site improvements and other TIF-eligible expenses, as well as interest on approved but not yet reimbursed TIF eligible expenses at a rate equal to 6.25% per annum. The TIF financing would also be limited in the following ways:

(i) the maximum amount of all TIF reimbursements to Developer is capped at \$11,000,000 (the "TIF Cap"); and

(ii) the TIF collection period ends on the earlier of the date that Developer has been reimbursed for all TIF eligible expenses in an amount equal to the TIF Cap or 20 years from the date that the Commission approves the TIF project plan;

(iii) reimbursement would be paid on a 50/50 basis between private funds and the available incentive proceeds to ensure that at all times, the UG will not have paid more TIF proceeds to Developer than the amount of project costs paid by private funds; and

(iv) In addition to the other limitations described above, upon completion of the Project, the TIF Cap shall be reduced if and to the extent that the TIF Eligible Expenses, including interest reimbursed to Developer from Project Area 1, and CID Eligible Expenses shall be more than 23% of the total costs of the Project (including the Private Funds for the Project). In other words, if and to the extent that the TIF Eligible Expenses, including interest, and CID Eligible Expenses combined shall be more than 23% of the total Project Costs, then the TIF Cap shall be reduced so that public incentives provided to the Project shall not be more than 23% of the total Project Costs.

(b) CID Sales Tax. The Agreement will provide for a community improvement district (a "CID") on the Project Site (and not including the rest of the Riverfront TIF District) with a 1% add-on CID sales tax tangible sales or services which are taxable within the CID. If (and only if) the Developer designs and builds the retail components of the Project described in Section 3(b) above, the revenues from this CID Sales Tax will be available to Developer to be used for pay-as-you-go financing (no bonds) for site improvement and hard construction costs within the CID. The CID would be limited in the following ways:

(i) the maximum amount of CID reimbursements to Developer would be capped at \$285,000 (the "CID Cap");

(ii) the CID collection period ends on the earlier of the date that Developer has been reimbursed for all CID eligible expenses in an amount equal to the CID Cap or date which is twenty-two (22) years from the date that the CID Sales Tax is first imposed; and

(iii) reimbursement would be paid on a 50/50 basis between private funds and the available incentive proceeds to ensure that at all times, the UG will not have paid more CID proceeds to Developer than the amount of project costs paid by private funds.

6. Industrial Revenue Bonds ("IRBs"). The Agreement will provide for IRB financing for Developer to obtain an exemption on sales taxes for construction materials, equipment and furnishings for the Project, but not for abatement of ad valorem property taxes.

7. **Term/Use and Operation.** The term of this Agreement runs for the later of (a) the life of the CID, (b) the life of the TIF District, or (c) 20 years after the date of the Agreement. During the term, Developer has agreed to all of the UG's standard use and operation requirements in Article 7, including restrictions on uses (6.2(c)), compliance with law (6.5), payment of taxes (6.6), insurance (6.10), and indemnification (6.12).

8. **MBE/WBE/LBE.** Developer has agreed to the following participation goals for construction of the Project:

	Construction	Professional Services
LBE	18%	18%
MBE	15%	13%
WBE	7%	8%

If, upon completion of Project, Developer shall have failed to use best efforts to meet the LBE/MBE/WBE goals, then the UG shall have the right to reduce the CID Cap and TIF Cap by 2.5% for each of Construction and Professional Services.

9. **Assignment/Transfer.** In general, Section 6.13 provides that Developer cannot sell, mortgage or transfer the site or the Project without UG approval, which approval would be at the UG's reasonable discretion. However, the UG does agree that Developer may make leases to tenants in the multi-family part of the Project and/or tenants in the retail portions of the Project. Developer may also make assignments to affiliates.

10. **Default.** The default provisions are generally consistent with other development agreements.

RESOLUTION NO. R-____-20

A RESOLUTION ADOPTING THE DEVELOPMENT AGREEMENT (THE YARDS II).

WHEREAS, KC THE YARDS 2, LLC, an Indiana limited liability company ("Developer") plans to design, develop, construct and complete a first-class apartment complex and related amenities (the "Project"), on approximately three (3) acres of real property generally located west of State Line Road, east of the Kansas River, north of Kansas Avenue, and south of Interstate 670 in the historic West Bottoms in Kansas City, Kansas (the "Project Site"); and

WHEREAS, development of the Project should attract new residents to the community, stimulate the economy of Wyandotte County through additional real property taxes, sales taxes, and other indirect spending at other nearby businesses when residents visit the surrounding businesses, and provide a work force for Wyandotte County employers, all of which would promote the public good, health, and welfare within Wyandotte County; and

WHEREAS, the Governing Body has determined that it is advisable to enter into the Development Agreement (The Yards II) with Developer (the "Development Agreement"), attached hereto as **Exhibit A**.

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

Section 1. That the Governing Body hereby approves the Development Agreement in substantially the form attached hereto.

Section 2. That the Mayor is hereby authorized to execute in the name of the UG, the Development Agreement, and 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 be effective upon adoption by the Governing Body.

[Remainder of page intentionally left blank; signatures follow.]

**ADOPTED BY THE UNIFIED GOVERNMENT BOARD OF COMMISSIONERS
THIS _____TH DAY OF _____, 2020.**

David Alvey, Mayor/CEO

ATTEST:

Unified Government Clerk

(Seal)

EXHIBIT A

Development Agreement

[To be attached.]

**DEVELOPMENT AGREEMENT
(THE YARDS II)**

This DEVELOPMENT AGREEMENT (this "Agreement") is made as of the _____ day of _____, 2020 (the "Effective Date") by and between the Unified Government of Wyandotte County/Kansas City, Kansas (the "UG"), and KC THE YARDS 2, LLC, an Indiana limited liability company ("Developer").

RECITALS

A. Developer wishes to design, develop, and construct a first-class apartment complex and related amenities (the "Project," as further defined below in Section 2.2) on approximately three (3) acres of real property generally located west of State Line Road, east of the Kansas River, north of Kansas Avenue, and south of Interstate 670 in the historic West Bottoms in Kansas City, Kansas (the "Project Site"), as legally described on Exhibit A-1 and generally depicted on Exhibit A-2, as attached hereto.

B. Developer does not yet own the Project Site, but has the right to acquire the Project Site and shall, upon closing, have all rights to occupy and develop the same as set forth herein.

C. The UG recognizes that Wyandotte County's consumer demand for new, upscale rental living units is currently underserved by the existing inventory, particularly in this part of Wyandotte County, and the lack of sufficient high-end living units causes many people who work nearby to live outside Wyandotte County, which limits Wyandotte County's ability to capitalize on the opportunity to attract residents to the County from other parts of the Kansas City metropolitan area.

D. Development of the Project should attract new residents to the community, stimulate the economy of Wyandotte County through additional real property taxes, sales taxes, and other indirect spending at other nearby businesses when residents visit the surrounding businesses, and provide a work force for Wyandotte County employers, all of which would promote the public good, health, and welfare within Wyandotte County.

E. The UG has the authority to create a tax increment financing ("TIF") district pursuant to K.S.A. 12-1770 *et seq.*, as amended from time to time (the "TIF Act"), for the purpose of financing certain economic development projects. On _____, 2020, the UG found the Project Site, and other property adjacent thereto, to be an eligible area under the TIF Act as an enterprise zone designated prior to July 1, 1992, and the UG approved the creation of a TIF district pursuant to the TIF Act (the "TIF District") through the adoption of Ordinance No. O-____-____ (the "TIF District Ordinance"). A copy of the TIF District Ordinance is attached hereto as Exhibit B. A legal description of the boundaries of the TIF District is attached hereto as Exhibit C-1, and a map generally depicting the boundaries of the TIF District is attached hereto as Exhibit C-2.

F. The TIF District includes four (4) separate and distinct project areas (each a "Project Area" and collectively, the "Project Areas"). The Project comprises "Project Area 1". The TIF District Ordinance calls for the other Project Areas to provide for future development of retail, restaurant, entertainment, residential, and any other commercial uses (including but not limited to office, non-profit, governmental or community use). Development of the other Project Areas is not governed by the terms and conditions of this Agreement.

G. The UG will hold a public hearing in connection with Developer's proposed Redevelopment Project Plan for Project Area 1 of the TIF District (the "Project Plan"), pursuant to the TIF Act. If the UG approves and adopts the Project Plan through the adoption of an ordinance pursuant to

the TIF Act (the "TIF Project Plan Ordinance"), a copy of the TIF Project Plan Ordinance will be attached hereto as **Exhibit D**. The Project Plan will provide, among other things, for the collection of Incremental Real Property Taxes (defined below in Section 4.2(a)(i)) within Project Area 1 of the TIF District to be disbursed to and used by Developer and the UG on a pay-as-you-go basis to reimburse certain TIF Eligible Expenses (defined below in Section 4.2).

H. The UG also has the authority to create a community improvement district (a "CID") pursuant to K.S.A. 12-6a26 *et seq.*, as amended from time to time (the "CID Act") for the purpose of financing certain economic development projects. Under the CID Act, the owners of the land within the boundaries of a proposed CID may petition the UG to request the creation of a CID and to impose an additional CID sales tax on the sale of tangible personal property at retail or the rendering or furnishing of services which are taxable within the boundaries of the CID in order to pay for or reimburse the costs of a portion of a CID project.

I. On or about _____, 2020, the owner(s) of the Project Site submitted a petition (the "CID Petition") to the UG requesting the formation of a CID encompassing a portion of the Project Site (the "CID"). The Retail Space described in Section 2.2(b) would be located within the CID. A copy of the CID Petition is attached hereto as **Exhibit E**. A legal description of the boundaries of the CID is attached hereto as **Exhibit E-1**, and a map generally depicting the boundaries of the CID is attached hereto as **Exhibit E-2**.

J. On _____, 2020, the UG approved the creation of the CID pursuant to the CID Act through the passage of Ordinance No. O-____-____ (the "CID Ordinance"). As contemplated in the CID Petition, the CID Ordinance calls for the imposition of a CID sales tax of one percent (1.0%) within the CID (the "CID Sales Tax") to be collected and disbursed by the UG on a pay-as-you-go basis to reimburse certain CID Eligible Expenses (defined in Section 4.4 below). The CID Ordinance specifies that the CID Sales Tax is to commence on _____, 20____, or such other date mutually agreed to by Developer, and/or the owners collectively of more than fifty-five percent (55%) of land area and owners of more than fifty-five percent (55%) of the assessed value of land area within the CID, and the UG in accordance with the CID Act. The CID Ordinance is attached hereto as **Exhibit F**.

K. In connection with the Project, Developer has also requested industrial revenue bond ("IRB") financing in order to pay certain project costs pursuant to K.S.A. 12-1741 *et seq.* Pursuant to the terms and conditions set forth in Section 4.11 below, the parties hereby agree that Developer may use IRB financing for the limited purpose of obtaining an exemption on sales taxes for construction materials, equipment and furnishings for the portions of the Project located within the Project Site, and not for abatement of ad valorem property taxes on the Project Site.

L. The parties agree that the Project is not financially feasible without the public-private partnership as set forth in this Agreement, and therefore the parties wish to enter into this Agreement to provide the necessary financing for the Project.

AGREEMENT

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

ARTICLE 1. DEFINITIONS AND INTERPRETATION

1.1 Interpretation. In this Agreement, unless a clear contrary intention appears:

(a) the singular number includes the plural number and vice versa;

(b) reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually;

(c) reference to any gender includes each other gender;

(d) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof;

(e) reference in this Agreement to any article, section, appendix, annex, schedule or exhibit means such article or section thereof or appendix, annex, schedule or exhibit thereto;

(f) each of the items or agreements identified on the attached Index of Exhibits are deemed part of this Agreement to the same extent as if set forth herein;

(g) "hereunder", "hereof", "hereto" and words of similar import shall be deemed references to this Agreement as a whole and not to any particular article, section or other provision thereof;

(h) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and

(i) relative to the determination of any period of time, "from" means "from and including" and "to" means "to but excluding."

1.2 Accounting Terms. Unless expressly otherwise provided, accounting terms shall be construed and interpreted, and accounting determination and computations shall be made, in accordance with GAAP.

1.3 Legal Representation of the Parties. This Agreement was negotiated by the parties hereto with the benefit of legal representation and any rules of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party shall not apply to any construction or interpretation hereof or thereof.

1.4 Definitions. All capitalized terms used in this Agreement shall have the meanings ascribed to them in Annex 1 attached hereto and made a part hereof, or as otherwise provided herein.

ARTICLE 2. THE PROJECT

2.1 Undertaking of Developer. Developer hereby agrees, subject to the terms and conditions hereinafter provided, to develop, construct, complete and operate the Project. The performance of all activities by Developer hereunder shall not be as an agent of the UG, except as otherwise specifically provided herein.

2.2 Development of the Project Site. The UG and Developer hereby agree that the Project shall be as described below. Developer contemplates that all buildings, parking structures and other improvements constituting the Project, as specifically described in this Section 2.2 (the "Improvements"), shall be developed, constructed, completed, and operated on the Project Site in substantial accordance and compliance with the terms and conditions of this Section 2.2 and the final site plan approval from the UG's Planning Commission (the "Development Plan"). On and subject to the terms and provisions set forth in this Agreement, Developer shall have the sole right to, and shall be responsible for, design,

construction, equipment and completion of the Improvements, and shall operate and use the Improvements in the manner described herein, all in accordance with the terms of this Section 2.2 and all other Applicable Laws and Requirements. The parties further agree as follows:

(a) The Project shall be designed, developed and constructed as a first-class luxury apartment building and shall, at minimum, include the following Improvements: a high-end apartment building, of the same or better quality than the Yards Apartment Building (located at 1660 Genessee Street in Kansas City, Missouri), renting for market rents typical and comparable to other high end, luxury apartments (with a blended rate of approximately \$1.73 per square foot), and consisting of approximately 225-240 total units, approximately 65% to 70% of which are expected to be one-bedroom units, and approximately 30% to 35% of which are expected to be a mix of two-bedroom and three-bedroom units, and including site amenities and related infrastructure. Project amenities shall include: (i) health and fitness facilities, (ii) outdoor kitchen and grills, and patio space; (iii) in-unit washer/dryer, refrigerator, oven/range, and microwave; (iv) elevator-service, secure access and conditioned interior corridors; and a (v) dog park. The management/leasing office for the Project will be located in the Yards Phase I building located at 1660 Genessee Street in Kansas City, Missouri.

(b) The first floor of the building may include approximately 6,000 square feet of retail space (the "Retail Space") for retail, restaurant and entertainment uses, subject always to the restrictions set forth in Section 6.2(c) below. The UG and Developer agree that Developer is not required to construct the Retail Space within the Project, but if Developer does complete construction of the Project and the Retail Space is not included therein, the UG terminate the CID which is otherwise provided for in this Agreement.

(c) Developer recognizes, stipulates and agrees that its signage shall be subject to all Applicable Laws and Requirements, and any special use permits granted by the UG's Board of Commissioners. The UG hereby agrees that it will, to the extent possible, expedite consideration of Developer's proposed signage and cooperate with Developer to reasonably accommodate Developer's signage requirements.

(d) The Project shall include parking improvements containing at least the number of spaces required by the Applicable Laws and Requirements (the "Parking Improvements").

(e) Developer's plans for landscaping on the Project Site shall be considered in accordance with all Applicable Laws and Requirements and approval thereof by the UG will not be unreasonably withheld.

(f) Developer's design, development and construction of the Improvements shall in all respects comply with the Plans and Specifications.

(g) The Project described in this Section 2.2 shall not be amended or modified without (i) the prior written consent of the UG, which consent shall not be unreasonably withheld, and (ii) full compliance with all Applicable Laws and Requirements.

2.3 General Agreements. Developer agrees to promptly and completely perform each and all of its duties and obligations under this Agreement and the other Transaction Documents. The UG agrees to promptly and completely perform each and all of its duties and obligations under this Agreement and the other Transaction Documents.

ARTICLE 3. CONDITIONS

3.1 Public Financing Conditions. The issuance and delivery to Developer of any public financing contemplated under the terms of this Agreement shall be subject to the following conditions precedent (the "Public Financing Conditions"):

(a) Financing Plan. Developer shall secure and provide evidence of immediately available private funds which, when added to the TIF Proceeds (defined below in Section 4.2(a)(iii)), the CID Proceeds (defined below in Section 4.4(b) and the benefits of the IRBs (defined below in Section 4.11), are sufficient to complete the Improvements. Developer shall provide evidence of such private funds in form and substance verifiable and approved by the UG's County Administrator in his sole discretion, in the form of: (x) cash funds held in a bank account; or (y) private equity and/or a closed loan from a financial institution that is ready, willing and able to provide construction draws for the Project, subject only to normal and customary draw conditions that are approved by the UG;

(b) Closing. Developer shall close on its acquisition of the Project Site;

(c) Project Plan Approval. The UG's Board of Commissioners shall have approved the Project Plan by approval of the TIF Project Plan Ordinance described in Recital G above, or Developer shall have waived this requirement in writing;

(d) IRBs. The UG's Board of Commissioners shall have approved a Resolution of Intent for the IRB financing described in Section 4.11 below, or Developer shall have waived this requirement in writing;

(e) CID. The UG's Board of Commissioners shall have approved the Pay-As-You-Go CID Financing described in Section 4.4 below by adoption of the CID Ordinance, or Developer shall have waived this requirement in writing; and

(f) Final Site Plan Approval. Developer shall have obtained all final site plan approvals and any other required approvals for the Improvements as required by all Applicable Laws and Requirements.

(The Public Financing Conditions set out in Section 3.1 (c), (d), (e) and (f) above shall collectively be referred to as the "Developer's Public Financing Conditions". The Public Financing Conditions set out in Section 3.1 (a) and (b) above shall collectively be referred to as the "UG's Public Financing Conditions".)

Where approval of the UG is required for the various conditions set forth in this Section 3.1, such approval shall be granted or withheld by the County Administrator in his sole, but reasonable discretion.

3.2 Termination.

(a) By the UG. In the event that the UG's Public Financing Conditions are not met or waived on or prior to March 1, 2021 (the "UG's Conditions Date"), then the UG shall have the right to terminate this Agreement, but such failure shall not be an event of default hereunder. Upon any such termination of this Agreement, the parties hereto shall have no further duty, obligation, or liability each to the other hereunder, except for those provisions that are specifically set forth herein to survive termination of this Agreement, and without limiting the generality of the foregoing, Developer shall be solely liable and responsible for all of its costs and expenses incurred by it with

respect to this Agreement and the transactions contemplated hereby, and except for the fees and expenses of the UG to be paid for by Developer pursuant to that certain Funding Agreement dated as of March 17, 2020, as amended, and the provisions of this Agreement, the UG shall be solely liable and responsible for all costs and expenses incurred by it with respect to this Agreement and the transactions contemplated hereby.

(b) By Developer. In the event that the Developer's Public Financing Conditions are not met or waived on or prior to March 1, 2021 (the "Developer's Conditions Date"), then the Developer shall have the right to terminate this Agreement, but such failure shall not be an event of default hereunder. Upon any such termination of this Agreement, the parties hereto shall have no further duty, obligation, or liability each to the other hereunder, except for those provisions that are specifically set forth herein to survive termination of this Agreement, and without limiting the generality of the foregoing, Developer shall be solely liable and responsible for all of its costs and expenses incurred by it with respect to this Agreement and the transactions contemplated hereby, and except for the fees and expenses of the UG to be paid for by Developer pursuant to that certain Funding Agreement dated as of March 17, 2020, as amended, and the provisions of this Agreement, the UG shall be solely liable and responsible for all costs and expenses incurred by it with respect to this Agreement and the transactions contemplated hereby.

ARTICLE 4. FINANCING — SOURCE OF FUNDS

4.1 Public Financing; Source of Funds. Reference is hereby made to the Total Project Budget attached hereto as Exhibit G, and by this reference made a part hereof. The costs of the Project (the "Project Costs") will be funded in part by public incentives, including the TIF Proceeds, IRBs and CID Proceeds, as well as private equity and debt. Developer, using private equity and debt (the "Private Funds"), will initially advance all of the costs for the design, development and construction of the Project. Subject to the terms and conditions of this Agreement, Developer shall be reimbursed for certain TIF Eligible Expenses from and to the extent of the TIF Proceeds collected during the Term (defined below in Section 6.1) and Developer shall be reimbursed for certain CID Eligible Expenses from and to the extent of the CID Proceeds collected during the Term.

4.2 TIF District. It is contemplated by the parties that the Project Costs shall be funded in part by TIF Proceeds. Developer has identified certain Project Costs which may be reimbursed with TIF Proceeds if and to the extent that such Project Costs are related to site improvement and the design and construction costs located within Project Area 1 of the TIF District, all as specifically identified on Exhibit G attached hereto, along with Interest (defined below in Section 4.3), and eligible for payment or reimbursement pursuant to the TIF Act (the "TIF Eligible Expenses"). In connection with the TIF District, the parties hereby agree as follows:

(a) Collection of TIF Revenues. For a period of twenty (20) years from the approval of the Project Plan, the UG shall collect Incremental Real Property Taxes as set forth below, unless the TIF District shall be earlier terminated pursuant to the express terms of this Agreement.

(i) Incremental Real Property Taxes. Subject to the terms and conditions of this Agreement and the TIF District Ordinance, the UG hereby agrees that the TIF Eligible Expenses may be financed and reimbursed with Pay-Go TIF Financing (defined below in Section 4.2(b)) from the Incremental Real Property Taxes collected within the TIF District. Pursuant to the provisions of the Project Plan and the TIF Act, including, but not limited to, Section 12-1775(a) of the TIF Act, all real property located within the TIF District is subject to assessment for annual Real Property Taxes. Real Property Taxes

shall be due in arrears, with half due on December 20th and half due on May 10th of each year in which said amount is required to be paid, and will be considered delinquent if not paid by such dates of each such year or as otherwise determined by Applicable Laws and Requirements. The obligation to pay Real Property Taxes shall be a covenant running with the land and shall create a lien in favor of the UG on each such tax parcel as constituted from time to time and shall be enforceable against Developer and its successors and assigns in ownership of property in the TIF District. Pursuant to the TIF Act, TIF increment will be collected from the entire TIF District; provided however, that for purposes hereof, the "Incremental Real Property Taxes" means an amount equal to the amount of Real Property Taxes collected from within Project Area 1 of the TIF District that exceeds the amount of Real Property Taxes collected from the Base Year Assessed Valuation of the real property within Project Area 1 of the TIF District, but only to the extent such funds are actually collected and allocated to the TIF District pursuant to the TIF Act. For purposes hereof, the term "Base Year Assessed Valuation" means the assessed valuation of all real properties on the date of publication of the TIF District Ordinance.

(ii) Project Area 1 TIF Fund. During the TIF Collection Period (defined below in Section 4.2(b)(i)), all Incremental Real Property Taxes shall be deposited into a separate fund (the "Project Area 1 TIF Fund"), which shall be established and administered by the UG in compliance with this Agreement and all Applicable Laws and Requirements.

(iii) TIF Proceeds. The revenues received from the Incremental Real Property Taxes, less the TIF Administrative Fee (defined below in Section 4.2(d)), constitute the "TIF Proceeds". The TIF Proceeds shall be used to reimburse Developer for the TIF Eligible Expenses, subject to the limitations in the TIF Act and provided that none of the TIF Proceeds shall be used to pay for anything other than the TIF Eligible Expenses as identified on **Exhibit G** and Interest as described in Section 4.3 below without the prior approval of the UG, in its sole discretion.

(b) Pay-Go TIF Financing. Subject to the terms and conditions of this Agreement, the parties hereby agree that the TIF Proceeds shall be disbursed by the UG to Developer from the Project Area 1 TIF Fund on a pay-as-you-go basis ("Pay-Go TIF Financing") to reimburse Developer for TIF Eligible Expenses, if and to the extent that: (1) there are sufficient TIF Proceeds in the Project Area 1 TIF Fund, (2) Developer has fully satisfied all of the conditions set forth in Section 4.5, (3) Developer has not already been reimbursed for TIF Eligible Expenses in an amount equal to the TIF Cap (as defined below in Section 4.2(b)(ii)), and (4) the Term has not yet expired. The parties further agree as follows:

(i) TIF Collection Period. The Incremental Real Property Taxes shall be collected for a period that commences on the date that the Project Plan is approved by the UG's Board of Commissioners up to and concluding upon that date which is the earlier of: (a) the date that Developer has been reimbursed for all TIF Eligible Expenses by Pay-Go TIF Financing in an amount equal to the TIF Cap, or (b) twenty (20) years from the date that the Project Plan was approved (the "TIF Collection Period"). At the end of the TIF Collection Period, the parties understand and agree that the Developer shall have no further access to such Incremental Real Property Taxes to reimburse or pay for TIF Eligible Expenses.

(ii) TIF Cap. The TIF Proceeds available to Developer for reimbursement of TIF Eligible Expenses, including Interest (as defined in Section 4.3 below), through Pay-Go TIF Financing shall in no event exceed \$11,000,000 (the "TIF Cap"). The TIF Cap shall, for all purposes set forth herein, operate as a cap on the use of TIF Proceeds for reimbursement to Developer of any of Developer's TIF Eligible Expenses, including Interest. Upon the expiration of the TIF Collection Period, , the parties understand and agree that Developer's access to the Pay-Go TIF Financing shall thereafter terminate.

(iii) Conditions for Reimbursement. Developer shall not receive any reimbursements from Pay-Go TIF Financing unless and until the conditions precedent set forth in Section 4.5 have been fully satisfied or waived by the UG, upon which satisfaction or waiver Developer shall be reimbursed from Pay-Go TIF Financing as provided in this Agreement.

(c) No TIF Bonds. Developer hereby understands and agrees that all reimbursements to Developer hereunder shall be made only from Pay-Go TIF Financing, and nothing in this Agreement shall in any way obligate the UG to issue bonds or other obligations to reimburse Developer for the TIF Eligible Expenses or any other Project Costs.

(d) TIF Administrative Fee. A portion of the Incremental Real Property Taxes shall be used to pay an administrative fee in an amount equal to 1% of such Incremental Real Property Taxes (the "TIF Administrative Fee"). The TIF Administrative Fee shall be due and payable on the date the Incremental Real Property Taxes are received by the UG. Developer hereby understands and agrees that such TIF Administrative Fee shall be withheld by the UG prior to depositing the TIF Proceeds into the Project Area 1 TIF Fund. As and when there are sufficient TIF Proceeds to pay the TIF Administrative Fee, the TIF Administrative Fee shall have first priority to available Incremental Real Property Taxes.

4.3 Interest on TIF Project Costs. Upon Substantial Completion of the Project and the UG's approval of a Certificate of Expenditures (defined below in Section 4.6(a)) for all of the TIF Eligible Expenses related to the Project, interest shall accrue on approved but not yet reimbursed TIF Eligible Expenses at a rate equal to 6.25% per annum ("Interest"). The UG's obligation to reimburse Interest shall be absolutely non-recourse to the UG and in no event shall this provision (or anything else in this Agreement) obligate the UG to reimburse Interest to Developer in excess of the TIF Cap or from any source of funds other than TIF Proceeds from Project Area 1 of the TIF District which are available from time to time, subject always to any default of Developer and the UG's rights and remedies hereunder. The parties further agree that Developer's right to Interest begins to accrue upon the UG's approval of the respective Certificate of Expenditures.

4.4 CID. If and to the extent that Developer shall construct the Retail Space described in Section 2.2(b) above, the parties agree that the Project shall be funded in part by CID Proceeds. Developer has identified certain Project Costs which may be reimbursed with CID Proceeds (as defined below) if and to the extent that such Project Costs are eligible for payment or reimbursement pursuant to the CID Act (the "CID Eligible Expenses"). In connection with the CID, the parties hereby agree as follows:

(a) CID Sales Tax. Subject to the terms and conditions of this Agreement and the CID Ordinance, the UG hereby agrees that the CID Eligible Expenses may be financed and reimbursed with Pay-As-You-Go CID Financing (defined below in Section 4.4(c)) from the imposition of the CID Sales Tax in the amount of one percent (1%) on the sale of tangible personal property at retail or rendering or furnishing of services which are taxable pursuant to the Kansas Retailers' Sales Tax Act (K.S.A. 79-3601 *et seq.*) from only those revenues received from

within the CID. Developer agrees to provide to the Kansas Department of Revenue (the “DOR”) a list of tenants within the CID within the timeframes required by the DOR, so that the DOR can notify tenants within the CID of their requirement to collect the CID Sales Tax. At the time the list of tenants is provided to the DOR, Developer shall also provide a copy to the UG.

(b) CID Fund/CID Proceeds. During the existence of the CID, the resulting revenue from the imposition of the CID Sales Tax shall be collected and deposited into separate fund (the “CID Fund”), which shall be established and administered by the UG in compliance with this Agreement and all Applicable Laws and Requirements. Following the payment of the CID Administrative Fee (as defined below), the proceeds of CID Sales Tax in the CID Fund (the “CID Proceeds”) shall be used to pay or reimburse Developer for the CID Eligible Expenses, subject to the limitations in the CID Act.

(c) Pay-As-You-Go CID Financing. The parties hereby agree that the proceeds from the CID Proceeds shall be disbursed by the UG to Developer quarterly from the CID Fund on a pay-as-you-go basis (“Pay-As-You-Go CID Financing”) to reimburse Developer for the CID Eligible Expenses, if and to the extent that: (1) there is sufficient CID Proceeds in the CID Fund, (2) Developer has fully satisfied all of the conditions as set forth in Section 4.5 below, and (3) the CID Collection Period has not yet expired. The parties further agree as follows:

(i) CID Collection Period. The CID Sales Tax shall be collected within the CID for a period that commences on the date that the CID Sales Tax is first imposed within the CID up to and concluding upon the earlier of that date which is twenty-two (22) years from the date that the CID Sales Tax is first imposed, the date CID Proceeds equal to the CID Cap have been disbursed to Developer, or the termination of this Agreement, whichever is earlier (the “CID Collection Period”). At the end of the CID Collection Period, the parties understand and agree that the CID shall thereafter terminate, the CID Sales Tax shall terminate and no longer be levied or collected within the CID, and the UG shall promptly take any action required to so terminate the CID and the CID Sales Tax.

(ii) CID Cap. The CID Proceeds available to Developer for reimbursement of CID Eligible Expenses shall in no event exceed \$285,000 (the “CID Cap”). The CID Cap shall, for all purposes set forth herein, operate as a cap on the use of CID Proceeds for reimbursement of any and all CID Eligible Expenses. Once Developer has received an amount equal to the CID Cap for reimbursement of CID Eligible Expenses through Pay-As-You-Go CID Financing, the parties understand and agree that the CID shall thereafter terminate, and the CID Sales Tax shall terminate and no longer be levied or collected within the CID.

(iii) Conditions for Reimbursement. Developer shall not receive any reimbursements from Pay-As-You-Go CID Financing unless and until the conditions precedent set forth in Section 4.5 have been fully satisfied or waived by the UG, upon which satisfaction or waiver Developer shall be reimbursed from Pay-As-You-Go CID Financing as provided in this Agreement.

(d) CID Administrative Fee. A portion of the CID Sales Taxes shall be used to pay an administrative fee in an amount equal to 5% of such CID Taxes (the “CID Administrative Fee”). The CID Administrative Fee shall be due and payable on the date the CID Sales Taxes are received by the UG. Developer hereby understands and agrees that such CID Administrative Fee shall be withheld by the UG prior to depositing the CID Proceeds into the CID Fund. As and

when there are sufficient TIF Proceeds to pay the CID Administrative Fee, the CID Administrative Fee shall have first priority to available CID Sales Taxes.

(e) No CID Bonds. Developer hereby understands and agrees that all reimbursements to the Developer for CID Eligible Expenses hereunder shall be made only from Pay-As-You-Go CID Financing, and nothing in this Agreement shall in any way obligate the UG to issue bonds or other obligations to reimburse Developer for the CID Eligible Expenses or any other Project Costs.

(f) Contingent Nature of CID. Developer understands and agrees that the CID approved by the UG pursuant to the CID Ordinance is hereby expressly conditioned upon Developer's construction and completion of the Retail Space described in Section 2.2(b) above contemporaneously with the initial construction of the Project. If Developer does not complete the Retail Space and receive a certificate of occupancy for the Retail Space described in Section 2.2(b) above by the Completion Date (as defined herein) , the UG shall have the right to unilaterally terminate the CID and Developer shall have no further rights to the CID, the CID Sales Tax or the CID Proceeds described in this Section 4.4.

4.5 Conditions Precedent to Reimbursements. Developer hereby understands and agrees that even when TIF Proceeds and/or CID Proceeds have begun to be collected by the UG, the UG will hold and not disburse to Developer any reimbursements for TIF Eligible Expenses from Pay-Go TIF Financing or CID Eligible Expenses from Pay-As-You-Go CID Financing, unless and until the conditions precedent set forth below have been fully satisfied as determined by UG in its sole reasonable discretion:

(a) The UG has approved Certificate(s) of Expenditures for such CID Eligible Expenses and TIF Eligible Expenses as applicable to the cost being certified;

(b) Developer shall have achieved Substantial Completion of the Project; and

(c) Developer shall be in full compliance with the terms and conditions of this Agreement and shall not be in default hereunder, nor shall there be conditions, actions or omissions of Developer which will, with the passage of time, become occurrences of default hereunder.

4.6 Certificate(s) of Expenditures for Reimbursement from TIF and CID. The parties hereby agree as follows:

(a) Certificate of Expenditures. In order to receive payment or reimbursement for TIF Eligible Expenses from Pay-Go TIF Financing or CID Eligible Expenses from Pay-As-You-Go CID Financing, Developer shall submit a certificate of expenditures in the form attached hereto as **Exhibit H** (each, a "Certificate of Expenditures") attesting to the expenditure of Project Costs in accordance with the procedure set forth below. Developer may submit a separate Certificate of Expenditures each month, but no more than one time per month, for the Project Area 1 TIF Fund and CID Fund. Project Costs may only be identified as reimbursed from the Project Area 1 TIF Fund or CID Fund, but not both. Additionally, Developer shall require that no transferee, purchaser, or lessee of any portion of the Project Site otherwise provide Certificate(s) of Expenditures to the UG, except through Developer or except as otherwise approved by the UG and Developer.

(b) Procedures for Certification of Expenditures. The UG or a representative of the UG shall review the Certificate(s) of Expenditures to be made in connection with the Project Costs for approval or denial of the same as follows:

(i) Developer shall submit to the UG a Certificate of Expenditures setting forth the amount for which certification is sought and identification of the relevant Project Costs for payment of such TIF Eligible Expenses from Pay-Go TIF Financing. Developer shall certify to the UG that it shall only use the TIF Proceeds for the TIF Eligible Expenses described in the Certificate of Expenditures thereon.

(ii) Developer shall submit to the UG a Certificate of Expenditures setting forth the amount for which certification is sought and identification of the relevant Project Costs for payment of such as CID Eligible Expenses from Pay-As-You-Go CID Financing. Developer shall certify to the UG that it shall only use the CID Proceeds for the CID Eligible Expenses described in the Certificate of Expenditures.

(iii) Each Certificate of Expenditures shall be accompanied by an accounting of the Private Funds paid to date, along with supporting documentation therefor, unless previously submitted.

(iv) Each Certificate of Expenditures shall be accompanied by such bills, contracts, invoices, lien waivers and other evidence as the UG shall reasonably require to document appropriate payment.

(v) The Certificate of Expenditures shall be accompanied by a report regarding any LBE/MBE/WBE participation associated with the costs requested for payment or reimbursement in the Certificate of Expenditures.

(vi) The UG reserves the right to, at reasonable times and upon reasonable notice, have its engineer or other agents, consultants or employees inspect all the items set forth in this Section 4.6 as reasonably necessary to determine that the expenses therein are valid, eligible and properly incurred and constitute TIF Eligible Expenses and/or CID Eligible Expenses.

(vii) The UG shall have sixty (60) calendar days after receipt of any Certificate of Expenditures to review and respond by written notice to Developer. If the UG disapproves of the Certificate of Expenditures, the UG shall notify Developer in writing of the reason for such disapproval within such sixty (60) day period, in which event Developer shall have the right to revise and re-submit the Certificate of Expenditures to address the UG's reason for disapproval, and the UG will review and approve the revised Certificate of Expenditures within thirty (30) calendar days after receipt of the re-submitted Certificate of Expenditures. Approval of any Certificate of Expenditures will not be unreasonably withheld, conditioned, or delayed.

(c) Third Party Oversight/Management. The parties hereby understand and agree that the process to approve Certificate(s) of Expenditures and properly disburse the TIF Proceeds and CID Proceeds is important to the UG and Developer for various reasons. Accordingly, the parties hereby understand and agree that the UG may retain outside third party representatives to manage and/or provide oversight to this process and Developer hereby agrees to fully cooperate with any such third party representatives in this process and to pay the UG's costs for retaining such third parties.

4.7 50/50 Limitation. The TIF Proceeds and (if applicable) CID Proceeds available to Developer for reimbursement of TIF Eligible Expenses and CID Eligible Expenses shall be limited to an amount which is equal to one half (1/2) of the amount of Project Costs which have been paid by Private Funds. In other words, the reimbursement of TIF Eligible Expenses from Pay-Go TIF Financing and

reimbursement of CID Eligible Expenses from Pay-As-You-Go CID Financing shall be paid on a 50/50 basis between Private Funds and the total of TIF Proceeds and CID Proceeds available to Developer, and there shall not at any time during the Term be more Project Costs paid with a combination of TIF Proceeds and CID Proceeds than the amount of Project Costs paid by Private Funds (the "50/50 Limitation"). However, the parties understand and agree that for purposes of this provision, the portion of Private Funds which are spent on legal fees, developer fees, and contingency shall not be included in the calculation of Private Funds for purposes of calculating the 50/50 Limitation. The following is offered as an illustrative example of the 50/50 Limitation using only TIF (and not CID), provided however that if Developer completes the Retail Space and has CID Eligible Expenses and CID Proceeds, TIF and CID shall be combined as compared with the Private Funds for Project Costs in the examples below:

(a) If at a given point in time, Developer has incurred Project Costs (including any TIF Eligible Expenses) equal to \$200 (none of which has been reimbursed with TIF Proceeds), then Developer's maximum reimbursement for TIF Eligible Expenses from Pay-Go TIF Financing is \$100.

(b) However, the parties further understand and agree that if at a given point in time, Developer has incurred \$225 of Project Costs, of which \$125 are TIF Eligible Expenses and \$100 are not TIF Eligible Expenses (and are not legal fees, developer fees, and/or contingency), then: (i) at that particular time, no more than \$100 of TIF Eligible Expenses may be reimbursed with TIF Proceeds, but (ii) if Developer later incurs an additional \$25 of Project Costs which are paid with Private Funds, then the remaining \$25 of TIF Eligible Expenses may be reimbursed with TIF Proceeds. Payment of Project Costs from Private Funds shall be evidenced to the UG as set forth in Section 4.6 above.

4.8 Percentage Limitation. In addition to the TIF Cap, CID Cap and the 50/50 Limitation, the parties hereby agree that upon completion of the Improvements and submittal of the final Certificate of Expenditures by Developer pursuant to Section 4.6 above, the TIF Cap shall be reduced if and to the extent that the TIF Eligible Expenses, including Interest reimbursed to Developer from the Project Area 1 TIF Fund, and CID Eligible Expenses shall be more than 23% of the total Project Costs (including the Private Funds therefor). In other words, if and to the extent that the TIF Eligible Expenses, including Interest, and CID Eligible Expenses combined shall be more than 23% of the total Project Costs, then Developer hereby agrees that the TIF Cap shall be proportionately reduced so that the TIF Eligible Expenses, including Interest, and CID Eligible Expenses reimbursed to Developer from the Project Area 1 TIF Fund and CID Fund shall not collectively be more than 23% of the total Project Costs.

4.9 Reimbursement Priority. All payments or reimbursements of whatever kind from the UG to Developer under this Agreement shall be made in the following priority:

(a) First, to the UG, to the extent permitted by Applicable Laws and Requirements, as payments by Developer for any amounts due and owing to the UG; provided, however, that the UG shall first provide Developer with advance written notice specifying the amount(s) in question, and afford Developer a period of ten (10) days following its receipt of such notice in which to pay such amount(s) from Private Funds, including, without limitation: (i) all amounts delinquent due or owing, including all taxes, fees, or fines and including any interest and penalty thereon, by Developer to the UG under this Agreement, under any other agreement between Developer and the UG, or under any Applicable Laws and Requirements; (ii) all actual out of pocket costs incurred (and any interest or penalty thereon) by the UG in entering into, operating under, or enforcing this Agreement, including reasonable attorneys' fees, and all costs of pursuit of Developer (or any Affiliate); (iii) indemnification of the UG for any indemnity

obligation owed by Developer (or any Affiliate) to the UG, and any interest or penalty thereon; and (iv) any reimbursement due to the UG on account of any prior overpayment or over-reimbursement to Developer under this Agreement, under any other agreement between Developer and the UG, or under any Applicable Laws and Requirements; and

(b) Second, to Developer for actual amounts to which Developer is entitled by the other provisions of this Agreement.

4.10 Line Items. The parties hereby agree that increases or decreases in line item amounts in the columns labeled "TIF Eligible Expenses" in the Total Project Budget as set forth on **Exhibit G** may be made by Developer as long as: (a) no such increase represents more than a 15% change per line item, unless otherwise approved by the County Administrator or his or her designee; and (b) prior to requesting reimbursement for any such line item change(s), Developer provides the County Administrator's office with a modified Total Project Budget reflecting such change(s).

4.11 IRBs. Developer has requested IRB financing ("IRBs") in order to pay certain Project Costs pursuant to K.S.A. 12-1741 *et seq.* Subject to all Applicable Laws and Requirements and subject further to compliance by Developer with all of the UG's requirements for the issuance of IRBs, the parties hereby agree that Developer may use IRB financing to obtain an exemption on sales taxes for construction materials, equipment and furnishings for the Project. However, the parties hereby understand and agree that IRB financing shall not be used for abatement of ad valorem taxes for the Project or the Project Site. Developer agrees to pay all costs and expenses related to the issuance of the IRBs, including without limitation the UG's IRB issuance fees.

ARTICLE 5. CONSTRUCTION OF IMPROVEMENTS

5.1 Architect. Developer shall select such architects, engineers and other design professionals and consultants as are necessary to provide construction documents and construction oversight services for the Improvements. All agreements respecting architectural and engineering services shall be between Developer and such Persons, and a copy of each such agreement shall be timely provided to the UG upon a request for the same.

5.2 Design and Plans and Specifications. Developer shall, as soon as practicable, provide the UG with plans and specifications for the Improvements (the "Plans and Specifications"), which Plans and Specifications shall include cost estimates for the Improvements, the design of which is compatible with the Development Plan, the Project Plan and all Applicable Laws and Requirements. Developer recognizes, stipulates and agrees that the Plans and Specifications will be presented to and subject to approval by the appropriate Government Authorities in accordance with Applicable Laws and Requirements. Without the prior written approval of the appropriate Government Authorities, there shall be no Material Changes to the Plans and Specifications subsequent to the initial approval.

5.3 General Contractor and Construction Documents. Developer shall select one or more general contractors (the "General Contractor") for the Improvements. Developer represents that its construction documents relative to the Improvements (the "Construction Documents") will require and provide for (a) the design, development, construction, equipping and completion of the Improvements (or applicable portion thereof) in accordance with this Agreement, the Development Plan, the Project Plan, the Plans and Specifications, and all Applicable Laws and Requirements; and (b) a commercially reasonable payment structure acceptable to Developer. Developer shall, as soon as practicable, provide the UG with a copy of the Construction Documents.

5.4 Changes or Amendments. Developer shall promptly deliver to the UG copies of all change orders or other changes or amendments to the Construction Documents that constitute a Material

Change. Developer agrees with the UG that it will: (a) perform its duties and obligations under the Construction Documents in all material respects, and (b) enforce the obligations of all other parties thereunder.

5.5 Terms and Requirements for Improvements. The contracts for all Improvements in the Project shall comply with all Applicable Laws and Requirements. Any Material Changes to the Improvements require the prior approval of the UG in accordance with Applicable Laws and Requirements. The UG, or its designee, shall have the right to inspect, observe, and oversee the construction of the Improvements in order to ascertain and determine whether the requirements of this Agreement have been met. Developer shall obtain the UG's approval of all change orders relating to the Improvements that result in a Material Change.

5.6 Responsibility for Design and Construction. Developer shall, subject to the terms of this Agreement, the Development Plan and the Project Plan, have the sole right and the responsibility to design, manage, construct and operate the Project. Developer shall receive no separate fee from the UG for acting as construction manager or developer of the Project.

5.7 Payment and Performance Bonds. If required by Applicable Laws and Requirements for the Improvements, the General Contractor shall be required under the Construction Documents to furnish and maintain in full force and effect performance and labor and material payment bonds in the full amount of the project cost, as set forth in the Construction Documents. The bonds shall be in form and substance and issued by a corporate surety reasonably satisfactory to Developer, Developer's lender, and the UG.

5.8 Permits and Reviews. Developer hereby recognizes, stipulates and agrees that: (a) in the design, construction, completion, use or operation of the Improvements, Developer, or its General Contractor, shall procure and pay for any and all permits, licenses or other forms of authorizations that are, from time to time, required by Applicable Laws and Requirements; and (b) nothing herein shall be construed as any release by the UG of the responsibility of Developer to comply with and satisfy the requirements of all Applicable Laws and Requirements.

5.9 Periodic Meetings with Developer. From the Effective Date until Substantial Completion of the Project, Developer hereby agrees to meet with the UG at such intervals as Developer, the UG and any such designee of the UG shall mutually agree or reasonably request, and not more frequently than monthly, to review and discuss the design, development and construction of the Improvements and the Project.

5.10 Commencement Date and Completion Date. Developer hereby agrees that, subject only to Force Majeure (defined below in Section 9.2), Developer shall commence construction on the Project on or before that date which is December 31, 2023 (the "Commencement Date"). Developer further agrees that, subject only to Force Majeure, Developer shall achieve Substantial Completion on or before December 31, 2025 (the "Completion Date").

ARTICLE 6. USE AND OPERATION

6.1 Term. The Term of this Agreement shall commence on the Effective Date and shall expire on that date which is the later of: (a) the last day of the TIF Collection Period, or (b) the last day of the CID Collection Period, or (c) twenty (20) years from the Effective Date of this Agreement (the "Term").

6.2 Use and Operation. Developer covenants that at all times during the Term, it will, at its expense:

(a) Use the Project only as a first-class luxury multi-family apartment building as described in Section 2.2(a) above with first-floor Retail Space as described in Section 2.2(b) above (the "Permitted Use").

(b) Conduct its business at all times in a dignified quality manner and in conformity with first-class industry standards and in such manner as to help establish and maintain a high reputation for the Project.

(c) Additionally, Developer hereby understands and agrees that the nature of the retail uses within the CID and TIF District are critical to the UG's creation of same. Accordingly, the parties hereby agree that the following uses shall be prohibited within the TIF District, except as otherwise provided herein or with the prior written approval of the UG:

(i) Any use which is offensive by reason of odor, fumes, dust, smoke, noise, or pollution, or which constitutes a nuisance or is hazardous by reason of fire or explosion, or injurious to the reputation of the Project, as determined by the UG and Developer in their reasonable discretion.

(ii) A car wash facility.

(iii) A facility primarily used as a storage warehouse operation, mini-warehouse, or freight terminal.

(iv) A facility for the assembling, manufacturing, refining, or smelting, drilling, mining, exploring or the producing of oil, gases or other minerals.

(v) Any use which involves the long-term raising, breeding, and keeping of any animals or poultry, except for pets permitted in accordance with Developer's leasing policy for the residential units within the Project.

(vi) Salvage or reclamation yards and the storage of inoperative vehicles.

(vii) Any pawn shop or "second hand" store; provided, however, that the foregoing restriction shall not in any way prohibit the operation of high quality antique or so-called vintage stores.

(viii) Any mobile home park, camp ground, trailer court, or labor camp; provided, however, that the foregoing restriction shall not be applicable to: (1) the temporary use of construction trailers during periods of construction, reconstruction or maintenance; or (2) trailers, delivery trucks or recreational vehicles of invitees, guests, and participants of the Project.

(ix) Any dumping, disposing, incineration or reduction of garbage; provided, however, that this prohibition shall not be applicable to garbage compactors located near the rear of any building within the TIF District, or elsewhere within TIF District subject to the approved final Development Plan, the Project Plan, and in compliance with all Applicable Laws and Requirements.

(x) Any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation (but this provision shall not restrict the absolute freedom of an owner of any portion within the TIF District to determine its own selling prices nor shall

it preclude second-hand sales or the conduct of periodic seasonal sales, promotional or clearance sales, all of which are specifically permitted).

(xi) Any central laundry, or laundromat; provided, however, this prohibition shall not be applicable to a drop-off and pickup facility, or a central laundry or laundromat that complies with Environmental Regulations and other Applicable Laws and Requirements.

(xii) Any automobile, truck or equipment dealerships of any kind, including without limitation, facilities with permanent sales, leasing or displays of any automobile, truck, trailer or recreational vehicle, except for in conjunction with promotions, displays, and other marketing activities (subject to Applicable Laws and Requirements).

(xiii) Any body shop repair operation, engine repair or vehicle repair facility for all vehicles, including motorcycles, unless ancillary to new vehicle sales (if such new vehicle sales are entirely interior or are approved by the UG under subparagraph (xii) above).

(xiv) Any mortuary or funeral home.

(xv) Any establishment selling or exhibiting pornographic materials or which sells drug-related paraphernalia or which exhibits either live or by other means to any degree, nude or partially clothed dancers or wait staff and/or any massage parlors or similar establishments; except that this provision shall not be deemed to preclude the operation within the TIF District of either a nationally or regionally recognized high-quality book store, or a drug store or pharmacy, or a department within a retail store offering for sale its usual or customary inventory of books, magazines and/or related pharmaceutical materials.

(xvi) A nightclub, which shall be deemed to mean any bar, club or other establishment that derives 70% or more of its gross receipts from the sale of alcoholic beverages; provided that this restriction is not intended to prohibit a high-quality brewery, distillery or restaurant.

(xvii) Any store selling tobacco products, CBD products, electronic or vapor smoking devices or paraphernalia; provided that this restriction is not intended to prohibit a grocery store, drug store, high-quality and reputable gas station or convenience store, or other businesses where such products are sold but are not relevant to the business's primary source of revenue.

(xviii) Any hookah bars or other establishment with a primary focus on smoking.

(xix) Pay-day or title loan facilities.

(xx) Any seasonal tax preparation facilities; provided, however, for purposes of clarity, nothing herein is intended to prohibit independent certified public accountants with office space in the Project.

(xxi) Any store or business that uses "street marketing" of any kind, including without limitation, inflatable signs or characters, people dressed in costume, holding

signs or wearing sandwich-boards or otherwise advertising directly to pedestrians or vehicular traffic.

(xxii) Any precious metals facilities, except for and excluding high quality jewelry stores that purchase precious metals as an ancillary part of their business operations.

(xxiii) A flea market.

(xxiv) Any use not permitted by the applicable zoning ordinance of the UG.

The foregoing list of prohibited uses is not intended to supplant the requirements and/or prohibition of uses stated within the UG's Code of Ordinances. The UG's Board of Commissioners may grant variances to the restrictions set forth in this Section 6.2(c) from time to time in its sole and absolute discretion. At Closing, or within thirty (30) days thereafter, Developer and the UG shall execute a document which shall memorialize the restrictions set forth in this Section 6.2(c) and record the same against the real property within TIF District, which restrictions shall be effective and run with the land for the Term of this Agreement. The UG shall consent to additional reasonable development, use and maintenance covenants for the Project Site to ensure the ongoing, high-quality use of the Project.

6.3 Development Plan. During the Term, Developer agrees that it shall perform and comply with each and all of the terms and provisions of the Development Plan, and not suffer or permit any default or breach of any such terms or provisions of the Development Plan.

6.4 Maintenance and Use. During the Term, Developer shall cause the Project, and all parts thereof, the Project Site and all other of its property used or useful in the conduct of its business and operations on 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 similarly situated first-class residential 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. Developer may make additions, alterations and changes to the Project so long as such additions, alterations and changes are made in compliance with all Applicable Laws and Requirements, the Development Plan, and the Project Plan, and as long as the same do not materially adversely affect Developer's ability to perform its obligations under this Agreement. Developer agrees to set aside on its books such reasonable reserves for future maintenance and capital expenditures.

6.5 Compliance. Developer shall conduct its affairs and carry on its business and operations in such a manner as to comply with all Applicable Laws and Requirements, and to observe and conform to all valid orders, regulations or requirements (including, but not limited to, those relating to safety and health) of any Government Authorities applicable to the conduct of its business and operations and the ownership of the Project; provided, however, that nothing contained in this Agreement shall require Developer to comply with, observe and conform to any such law, order, regulation or requirement of any Government Authorities so long as the validity thereof shall be contested by Developer in good faith by appropriate proceedings, and provided that Developer shall have set aside on its books adequate reserves in accordance with GAAP or secured adequate bonding with respect to such contest and such contest shall not materially impair the ability of Developer to meet its obligations under this Agreement. Developer agrees to promptly pay any and all fees and expenses associated with any safety, health or other inspections required under this Agreement or imposed by Applicable Laws and Requirements, unless contested in good faith with the assurances provided in the preceding sentence.

6.6 Payment of Taxes and Other Charges. During the Term, Developer and each successor owner within the Project shall pay or cause to be paid as they become due and payable all taxes, assessments and other governmental charges lawfully levied or assessed or imposed upon parcels owned by Developer or upon any income therefrom, including, but not limited to, any taxes, assessments, or other governmental charges levied, assessed or imposed on the Project, the Project Site, and/or the Improvements. Ad valorem property taxes shall be due in arrears, with half due on December 20th and half due on May 10th of each year in which such amount is required to be paid, and will be considered delinquent if not paid by such dates of each such year or as otherwise determined by Applicable Laws and Requirements. The obligation to make ad valorem property tax payments shall be a covenant running with the land and shall create a lien in favor of the UG on each such tax parcel as constituted from time to time and shall be enforceable against Developer or each relevant successor parcel owner. Additionally, Developer hereby understands and agrees that if Developer shall fail to timely pay its ad valorem property taxes for a parcel, then Developer's access to the Pay-Go TIF Financing, Pay-As-You-Go CID Financing and the IRB financing for the Project shall be suspended until such taxes are paid in full. Nothing herein is intended to restrict Developer's right to file property tax appeals as long as such taxes are paid under protest when the subject property taxes are due and owing during the pendency of an appeal.

6.7 Payment of Obligations. During the Term, Developer shall promptly pay or otherwise satisfy and discharge all of its obligations and all demands and claims against it as and when the same become due and payable, unless the validity, amount or collectability thereof is being contested in good faith or unless the failure to comply or contest would not materially impair its ability to perform its obligations under this Agreement nor subject any material part of the Project to loss or forfeiture.

6.8 Liens and Encumbrances. During the Term, except for a Permitted Mortgage, Developer shall not create or incur or permit to be created or incurred or to exist any mortgage, lien, security interest, charge or encumbrance upon the Project, or any part thereof, and shall promptly cause to be discharged, challenged or terminated all mortgages, liens, security interests, charges and encumbrances that are not Permitted Encumbrances or a Permitted Mortgage. Notwithstanding the foregoing, any Permitted Mortgage shall be subject to the terms and conditions of this Agreement, including without limitation, Section 6.2 of this Agreement.

6.9 Licenses and Permits. During the Term, Developer shall procure and maintain all licenses and permits, and allow all inspections and/or investigations required by Applicable Laws and Requirements or otherwise necessary in the operation of its business and affairs in, on or about the Project.

6.10 Insurance. During the Term, Developer shall maintain or cause to be maintained insurance with respect to the portions of the Project which it owns and operates covering such risks that are of an insurable nature and of the character customarily insured against by organizations operating similar properties and engaged in similar operations (including but not limited to property and casualty, worker's compensation, general liability and employee dishonesty) and in such amounts as, in the reasonable judgment of Developer, are adequate to protect Developer, the UG and the Project, but in no event in an amount less than that required by the Insurance Specifications attached hereto as Exhibit I, and made a part hereof, or as otherwise required by the terms of the Transaction Documents. Each policy or other contract for such insurance shall: (i) name the UG as an additional insured (with respect to liability insurance and only in an amount equal to Five Hundred Thousand Dollars (\$500,000)), and (ii) contain an agreement by the insurer that, notwithstanding any right of cancellation reserved to such insurer, such policy or contract shall continue in force for at least thirty (30) days after written notice of cancellation to Developer and each other insured, additional insured, loss payee and mortgage payee named therein. The rights of the UG to any insurance proceeds shall be subject and subordinate to the rights of any Permitted Mortgagee.

6.11 Damage, Destruction or Condemnation. The parties hereby agree as follows:

(a) In the event of damage to or destruction of any portion of the Improvements resulting from fire or other Casualty during the Term, or in the event any portion of the Improvements is condemned or taken for any public or quasi-public use or title thereto is found to be deficient during the Term, the net proceeds of any insurance relating to such damage or destruction, the net proceeds of such condemnation or taking, or the net proceeds of any realization on title insurance shall be paid into, and used in accordance with, a construction escrow agreement satisfactory to the UG and Developer ("Casualty Escrow").

(b) If, at any time during the Term, the Improvements or any part thereof shall be damaged or destroyed by a Casualty (the "Damaged Facilities"), Developer shall proceed as promptly as possible to repair, restore and replace the Damaged Facilities as nearly as possible to their condition immediately prior to the Casualty and shall be entitled to draw upon the Casualty Escrow for payment of such costs.

(c) If at any time during the Term, title to the whole or substantially all of the Improvements shall be taken in condemnation proceedings or by right of eminent domain, Developer, at its sole discretion, may terminate this Agreement as of the date of such taking. For purposes of this Section 6.11(c), "substantially all of the Improvements" shall be deemed to have been taken if the UG and Developer, each acting reasonably and in good faith, determine that the untaken portion of the Project, including the Parking Improvements, cannot be practically and economically used by Developer for the purposes and at the times contemplated by this Agreement.

6.12 Indemnity. Developer shall pay and indemnify and save the UG and its governing body members, directors, officers, employees and agents harmless from and against all loss, liability, damage or expense arising out of: (a) the acquisition of the Project Site; (b) the design, construction and completion of the Project by Developer; (c) the use or occupation of the Project by Developer or anyone acting by, through or under it; (d) damage or injury, actual or claimed, of whatsoever kind or character occurring after Closing, to persons or property occurring or allegedly occurring in, on or about the Project; (e) any breach, default or failure to perform by Developer under this Agreement following any notice and cure period provided herein; (f) any act by an employee of the UG at the Project Site which are within or under the control of Developer or pursued for the benefit of or on behalf of Developer; and (g) any claims or challenges related to the legality of the approval of, or terms contained in the planning, zoning, platting or other governmental approvals necessary for this Project, this Agreement, the Development Plan, the CID, the Project Plan, the TIF District, the formation of the CID and TIF District and collection of the Incremental Real Property Taxes and the terms thereof, and of the public financing structure contemplated by this Agreement. Developer shall also pay and indemnify and save the UG and its governing body members, directors, officers, employees and agents harmless of, from and against, all costs, reasonable counsel fees, expenses and liabilities incurred by them or by Developer in any action or proceeding brought by reason of any such claim, demand, expense, penalty or fine. If any action or proceeding is brought against the UG or its governing board members, directors, officers, employees or agents by reason of any such claim or demand, Developer, upon notice from the UG, covenants to resist and defend such action or proceeding on demand of the UG or its governing body members, directors, officers, employees or agents. Notwithstanding the foregoing, no party benefited by this indemnity shall be indemnified against liability for damage arising out of bodily injury to persons or damage to property caused by such party's own respective willful and malicious acts or omissions or gross negligence. The foregoing covenants contained in this Section 6.12 shall be deemed continuing covenants, representations

and warranties for the benefit of the UG and any successors and assigns of the UG, and shall survive the termination, satisfaction or release of this Agreement.

6.13 Prohibition on Sales, Etc. Except for Permitted Encumbrances and a Permitted Mortgage, which are hereby permitted without any further approval of the UG, and except as otherwise provided herein, during the Term, Developer will not, without the prior written consent of the UG: (a) assign, sell, lease, mortgage or otherwise transfer the Project Site, the Improvements or equipment that comprise 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. Any such assignment, sale, lease, mortgage, merger or other transfer which is consented to by the UG shall be an "Approved Assignment" and the assignee, purchaser, lessee, mortgagee or transferee shall be an "Assignee". The UG 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 UG as to whether the proposed Assignee has sufficient financial wherewithal and experience to successfully complete the Project according to the terms hereof. If there is an Approved Assignment, the Assignee shall assume and agree to pay and perform each and all of the terms and provisions hereof. Notwithstanding the foregoing, the parties hereby agree as follows:

(a) Developer may, subject always to the terms of this Agreement, in the ordinary course of its business, but without the prior written approval of the UG, make leases of the residential units within the Project;

(b) Developer may, subject always to the terms of this Agreement, in the ordinary course of its business, but without any further approval of the UG, make leases of portions of the Retail Space to reputable retail tenants (the foregoing shall not include long-term ground leases, which shall require UG approval);

(c) Without any further approval of the UG, Developer may transfer all or a portion of the Project, and/or all or any portion of Developer's rights and/or obligations under this Agreement, to a transferee entity provided that the Controlling Person or Entity of such transferee entity is also the Controlling Person or Entity of Developer, and provided that such transferee entity: (i) assumes or guarantees all of Developer's obligations under this Agreement with respect to all portions of the Project or this Agreement so transferred to such transferee entity, and (ii) remains liable jointly and severally with Developer therefor (an "Affiliate Transfer"). Developer shall deliver to the UG notice of any Affiliate Transfer within fifteen (15) days following such transfer. For purposes hereof, the term "Controlling Person or Entity" with respect to any entity means a Person or entity who, under Applicable Laws and Requirements, possesses all authority and power necessary to lawfully act on behalf of and bind such entity, over the objection of all other holders of any other interest in such entity, to fulfill the obligations of Developer under this Agreement;

6.14 Utilities. During the Term, all utility and utility services used by Developer in, on or about the Project shall be paid (or caused to be paid) for by Developer, and Developer shall, at no cost to the UG, procure any and all permits, licenses or authorizations necessary in connection therewith.

6.15 Access. During the Term, Developer hereby recognizes, acknowledges and agrees that the UG, and its duly authorized representatives and agents, shall have the right to enter the Project at reasonable times and upon reasonable notice, to substantiate compliance with this Agreement or, to the extent Developer has failed to cure any breach within applicable notice and cure periods, to cure any defaults under this Agreement. In exercising its rights hereunder, the UG shall use reasonable efforts to avoid unreasonable interference with the construction and operation of the Project. Except as otherwise provided in this Agreement, the UG shall pay all costs it incurs under this provision. Nothing contained

in this Section 6.15 shall restrict or impede the right of the UG to enter the Project pursuant to any Applicable Laws and Requirements.

6.16 Environmental Matters. Developer hereby agrees that Developer has sole responsibility for the costs of any remediation of any environmental conditions upon the Project Site. Further, Developer shall not store, locate, generate, produce, process, treat, transport, incorporate, discharge, emit, release, deposit or dispose of any Hazardous Substance in, upon, under, over or from the Project in violation of any Environmental Regulation; shall not permit any Hazardous Substance to be stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited, disposed of or to escape therein, thereupon, thereunder, thereover or therefrom in violation of any Environmental Regulations; shall cause all Hazardous Substances to be properly removed therefrom and properly disposed of in accordance with all applicable Environmental Regulations; shall not install or permit to be installed any underground storage tank therein or thereunder in violation of any Environmental Regulation; and shall comply with all other Environmental Regulations which are applicable to the Project. Developer shall indemnify the UG against, shall hold the UG harmless from, and shall reimburse the UG for, any and all claims, demands, judgments, penalties, fines, liabilities, costs, damages and expenses, including court costs and attorneys' fees incurred by the UG (prior to trial, at trial and on appeal) in any action against or involving the UG, resulting from any breach of the foregoing covenants or from the discovery of any Hazardous Substance, in, upon, under or over, or emanating from, the Project, whether or not Developer is responsible therefor, it being the intent of Developer and the UG that the UG shall have no liability or responsibility for damage or injury to human health, the environment or natural resources caused by, for abatement and/or clean-up of, or otherwise with respect to, Hazardous Substances, which arises subsequent to Closing. The foregoing covenants contained in this Section 6.16 shall be deemed continuing covenants, representations and warranties for the benefit of the UG and any successors and assigns of the UG, and shall survive the termination, satisfaction or release of this Agreement, or any other instrument. Any amounts covered by the foregoing indemnification shall bear interest from the date incurred at the Prime Rate plus 2%, or, if less, the maximum rate permitted by law, and shall be payable on demand.

6.17 Power of the UG. Notwithstanding anything set forth herein to the contrary, no provision contained herein shall in any manner diminish or usurp the inherent rights and powers of the UG to act in its capacity as a public body. Further, nothing herein shall relieve Developer from complying with all Applicable Laws and Requirements.

ARTICLE 7. SPECIAL PROVISIONS

7.1 Special Agreements of Developer.

(a) Developer recognizes, stipulates and agrees that it will actively market and advertise (or cause to be actively marketed and advertised) the Project in the Kansas City metropolitan area and regionally.

(b) During the Term, Developer agrees to actively participate in the civic, charitable, educational, philanthropic and economic development of the Kansas City, Kansas/Wyandotte County community in activities of its choice. Without limiting the generality of the foregoing, Developer specifically agrees that during the Term, Developer shall be an active, dues-paying member in good standing with the KCK Area Chamber of Commerce and the Wyandotte Economic Development Council. Developer further agrees to encourage its retail tenants and transferees, if any, to join and become dues-paying members of the Wyandotte Economic Development Council.

(c) Developer agrees to including within the name, branding and signage for the Project, the words "Kansas City, Kansas", "KCK" and/or "Wyandotte County" in order to publicly identify the Project as a facility which is located in Kansas City, Kansas/Wyandotte County.

7.2 LBE/MBE/WBE Employment Opportunity Goals. Developer agrees to use its Best Efforts to comply with the goals set forth in Exhibit J (as the term "Best Efforts" is defined therein), attached hereto and made a part hereof, in order to identify and provide employment opportunities for local businesses and contractors, women and local minority owned businesses.

ARTICLE 8. DEFAULT AND REMEDIES

8.1 Default Provisions. Developer shall be in default under this Agreement if:

(a) Developer fails to make any of the payments of money to the UG required by the terms of this Agreement or any of the Transaction Documents, and Developer fails to cure or remedy the same within twenty (20) days after the UG has given Developer written notice specifying such default; or

(b) Developer fails to keep or perform any covenant or obligation herein contained on Developer's part to be kept or performed, and Developer fails to remedy the same within sixty (60) days after the UG has given Developer written notice specifying such failure and requesting that it be remedied; provided, however, that if any event of default shall be such that it cannot be corrected within such period, it shall not constitute an event of default if corrective action is instituted by Developer within such period and diligently pursued until the default is corrected; or

(c) Developer or any Affiliate shall file a voluntary petition under any bankruptcy law or an involuntary petition under any bankruptcy law is filed against any such party in a court having jurisdiction and said petition is not dismissed within sixty (60) days; or Developer or any Affiliate generally is not paying its debts as such debts become due; or Developer or any Affiliate makes an assignment for the benefit of its creditors; or a custodian, trustee or receiver is appointed or retained to take charge of and manage any substantial part of the assets of Developer or any Affiliate and such appointment is not dismissed within sixty (60) days; or any execution or attachment shall issue against Developer whereupon the Project, or any part thereof, or any interest therein of Developer under this Agreement shall be taken and the same is not released prior to judicial sale thereunder (each of the events described in this subparagraph being deemed a default under the provisions of this Agreement);

(d) Developer breaches the representations and warranties set forth in this Agreement and fails to cure or correct same within fifteen (15) days following Developer's receipt of written notice from the UG specifying such breach;

In the event of such default, the UG may take such actions, or pursue such remedies, as exist hereunder, or at law or in equity, and Developer covenants to pay and to indemnify the UG against all reasonable costs and charges, including attorneys' fees, lawfully and reasonably incurred by or on behalf of the UG in connection with the enforcement of such actions or remedies, provided that the UG is the prevailing party in such actions.

8.2 Rights and Remedies. Upon the occurrence and continuance of a Developer default, subject to any applicable notice and cure periods as described in Section 8.1 above, the UG shall have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law:

(a) Whenever any default by Developer shall have occurred and be continuing, subject to applicable cure periods as set forth above, the UG may: (i) refuse to approve any further Certificate of Expenditures or make any further reimbursements of TIF Eligible Expenses and/or CID Eligible Expenses unless and until such default is cured by Developer; (ii) terminate and/or refuse to approve any further IRB financing; (iii) terminate Developer's access to the Pay-Go TIF Financing and/or Pay-As-You-Go CID Financing; (iv) terminate this Agreement, and/or (v) use any remedies provided to the UG under the Transaction Documents. The rights and remedies reserved by the UG hereunder and those provided by law shall be construed as cumulative and continuing rights, no one of which shall be exhausted by the exercise of any one or more of such rights or remedies on any one or more occasions.

(b) The UG may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the specific performance of the duties and obligations of Developer as set forth in this Agreement, to enforce or preserve any other rights or interests of the UG under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the UG resulting from such Developer default.

(c) In the event of such default by Developer, the UG may take such actions, or pursue such remedies, as exist hereunder or at law or in equity and Developer covenants to pay and to indemnify the UG against all reasonable costs and charges, including attorneys' fees, lawfully and reasonably incurred by or on behalf of the UG in connection with the enforcement of such actions or remedies.

(d) The rights and remedies reserved by the UG hereunder and those provided by law shall be construed as cumulative and continuing rights, no one of which shall be exhausted by the exercise of any one or more of such rights or remedies on any one or more occasions. If a default by Developer occurs under this Agreement and is continuing, the UG may take whatever action at law or in equity as may appear necessary or desirable to enforce performance and observance by Developer of any provision of this Agreement. The UG shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity. Failure by the UG to enforce any such rights shall not be deemed a waiver thereof.

(e) Notwithstanding the foregoing or anything in this Agreement to the contrary, the parties hereby expressly acknowledge and agree that, under no circumstances, will Developer ever be liable for any remote or consequential damages including without limitation lost tax revenues, arising out of or in any way related to this Agreement.

8.3 Default by the UG. The UG shall be in default under this Agreement if the UG fails to keep or perform any covenant or obligation herein contained on the UG's part to be kept or performed, and the UG fails to remedy the same within thirty (30) days after Developer has given the UG written notice specifying such failure and requesting that it be remedied; provided, however, that if any event of default shall be such that it cannot be corrected within such period, it shall not constitute an event of default if corrective action is instituted by the UG within such period and diligently pursued until the default is corrected. If a default by the UG occurs under this Agreement and is continuing, Developer may take whatever action at law or in equity as may appear necessary or desirable, in Developer's discretion, to enforce performance and observance by the UG of any provision of this Agreement; provided, however, that the UG's liability for monetary amounts shall be limited to the actual amount, if any, in question, and under no circumstances shall the UG be liable for any remote or consequential damages. Developer shall be entitled to specific performance and injunctive or other equitable relief for

any breach or threatened breach of any of the provisions of this Agreement, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceedings in equity.

In the event of such default, Developer may take such actions, or pursue such remedies, as exist hereunder or at law or in equity; and if Developer is the prevailing party in an action to enforce its remedies hereunder, Developer shall be entitled, subject to Applicable Laws and Requirements, to reasonable costs and charges, including attorneys' fees, lawfully and reasonably incurred by or on behalf of Developer in connection with the enforcement of such actions or remedies.

ARTICLE 9. MISCELLANEOUS

9.1 Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by either party of any covenant, agreement or undertaking, the non-defaulting party may nevertheless accept from the other any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults which were in existence at the time such payment or payments or performance were accepted by it.

9.2 Force Majeure. In the event either party hereto shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, strikes, lockouts, unavailability of sufficient trade laborers or materials due to global pandemic such as COVID-19, 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 UG to timely approve the Plans and Specifications, the Construction Documents, war, terrorism 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 ("Force Majeure"), then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section 9.2 shall not be applicable to delays resulting from the inability of a party to obtain financing or to proceed with its obligations under this Agreement because of a lack of funds.

9.3 Covenants of Parties.

(a) Representations and Warranties of Developer. Developer represents and warrants to the UG as follows:

(i) Organization. Developer is an Indiana limited liability company duly formed and validly existing under the laws of the State. Developer is duly authorized to conduct business in each other jurisdiction in which the nature of its properties or its activities requires such authorization. Developer shall: (1) preserve and keep in full force and effect its corporate or other separate legal existence and (2) remain qualified to do business and conduct its affairs in the State and each jurisdiction where ownership of its property or the conduct of its business or affairs requires such qualification.

(ii) Authority. The execution, delivery and performance by Developer of this Agreement are within Developer's powers and have been duly authorized by all necessary action of Developer.

(iii) No Conflicts. Neither the execution and delivery of this Agreement, nor the consummation of any of the transactions herein or therein contemplated, nor compliance with the terms and provisions hereof or thereof, will contravene the organizational documents of Developer or any provision of law, statute, rule or regulation to which Developer is subject, or to any judgment, decree, license, order or permit applicable to Developer, or will conflict or be inconsistent with, or will result in any breach of any of the terms of the covenants, conditions or provisions of any indenture, mortgage, deed of trust, agreement or other instrument to which Developer is a party, by which Developer is bound, or to which Developer is subject.

(iv) No Consents. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Government Authority or regulatory body or third party is required for the due execution and delivery by Developer of this Agreement. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Government Authority or regulatory body or third party is required for the performance by Developer of this Agreement or the consummation of the transactions contemplated hereby except for zoning, building and other customary permits to be obtained from the UG or other Government Authorities.

(v) Valid and Binding Obligation. This Agreement is the legal, valid and binding obligation of Developer, enforceable against Developer in accordance with the terms hereof.

(b) Representations and Warranties of the UG. The UG represents and warrants to Developer as follows:

(i) Authority. The execution, delivery and performance by the UG of this Agreement are within its powers and have been duly authorized by all necessary action.

(ii) No Conflicts. Neither the execution and delivery of this Agreement, nor the consummation of any of the transactions herein or therein contemplated, nor compliance with the terms and provisions hereof or thereof, will contravene the ordinances, rules, regulations of the UG or the laws of the State nor result in a breach, conflict with or be inconsistent with any terms, covenants, conditions or provisions of any indenture, agreement or other instrument by which the UG is bound or to which the UG is subject.

(iii) No Consents. Except as set forth in Section 3.1(c)-(e), no consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Government Authority or regulatory body or third party is required for the due execution and delivery by the UG of this Agreement. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Government Authority or regulatory body or third party is required for the performance by the UG of this Agreement or the consummation of the transactions contemplated hereby.

(iv) Valid and Binding Obligation. This Agreement is the legal, valid and binding obligation of the UG enforceable against the UG in accordance with its terms.

9.4 Amendments. This Agreement may be amended, changed or modified only by a written agreement duly executed by the UG and Developer.

9.5 Construction and Enforcement. This Agreement shall be construed and enforced in accordance with the laws of the State.

9.6 Invalidity of Any Provisions. If for any reason any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

9.7 Headings. The Article and Section headings shall not be treated as a part of this Agreement or as affecting the true meaning of the provisions hereof.

9.8 Execution of Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Hand signatures transmitted by electronic mail in portable document format (PDF) or similar format shall also be permitted as binding signatures to this Agreement.

9.9 Time. Time is of the essence in this Agreement.

9.10 Consents and Approvals. Wherever in this Agreement it is provided that the UG or Developer shall, may or must give its approval or consent, the UG or Developer shall not, unless specifically herein provided otherwise, unreasonably withhold, condition, delay or refuse to give such approvals or consents. It is agreed, however, that the sole right and remedy for Developer or the UG in any action concerning the other's reasonableness will be action for declaratory judgment and/or specific performance, and in no event shall either such party be entitled to claim damages of any type or nature in any such action.

9.11 Notices. All notices required or desired to be given hereunder shall be in writing and all such notices and other written documents required or desired to be given hereunder shall be deemed duly served and delivered for all purposes if (i) delivered by nationally recognized overnight delivery service; (ii) delivered by electronic mail (with follow up within two (2) business days by United States Mail or by nationally recognized overnight delivery service); or (iii) delivered in person, in each case if addressed to the parties set forth below:

The Unified Government Clerk
The Unified Government of Wyandotte County/Kansas City, Kansas
701 North 7th Street, Suite 323
Kansas City, Kansas 66101
Telephone: (913) 573-5260
Email: bcobbins@wycokck.org

with a copy to:

Kenneth J. Moore
Chief Counsel
The Unified Government of Wyandotte County/Kansas City, Kansas
701 North 7th Street, Suite 961
Kansas City, Kansas 66101
Telephone: (913) 573-5060
Email: kjmoore@wycokck.org

And a copy to:

Douglas G. Bach
County Administrator
Unified Government of Wyandotte County/Kansas City, Kansas
701 North 7th Street, 9th Floor
Kansas City, Kansas 66101
Telephone: (913) 573-5030
Email: dbach@wycokck.org

And a copy to:

Todd A. LaSala
Anna M. Krstulic
Stinson LLP
1201 Walnut Street, Suite 2900
Kansas City, Missouri 64106
Telephone: (816) 842-8600
Email: todd.lasala@stinson.com
anna.krstulic@stinson.com

and to Developer at:

Ryan Cronk
KC THE YARDS 2, LLC
One Indiana Square, Suite 3000
Indianapolis, Indiana 46202
Telephone: (317) 819-1572
Email: rcronk@flco.com

with a copy to:

Aaron March
Rouse Frets White Goss Gentile Rhodes, P.C.
4510 Belleview Avenue, Suite 300
Kansas City, Missouri 64111
Telephone: (816) 502-4701
Email: amarch@rousepc.com

All notices given by: (i) nationally recognized overnight delivery service, or (ii) electronic mail, and 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 (1) business day after they are so delivered. All notices given in person shall be deemed duly given when delivered.

9.12 Real Estate Commissions. Each party hereby agrees to indemnify and hold harmless the other from and against: (i) any and all losses, liens, claims, judgments, liabilities, reasonable costs, expenses or damages (including reasonable attorneys' fees and court costs) of any kind or character arising out of or resulting from any duty or responsibility to pay any commission or make any other payment by either Developer or the UG; or (ii) arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by Developer or on its behalf, or by the UG or on its behalf, with any other broker, agent or finder in connection with this Agreement or the transactions

contemplated hereby. Notwithstanding anything herein to the contrary, this Section 9.12 shall survive the Closing or any termination of this Agreement.

9.13 Entire Agreement. Together with the Exhibits hereto, this Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes and replaces all prior oral or written agreements concerning the subject matter hereof.

9.14 Run with the Land. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, successors and assigns and shall run with the land. However, Developer shall remain liable in the event of a violation of any of the terms or restrictions set forth in Sections 6.8 and 6.13 hereof. At Closing, the parties shall record a memorandum describing this Agreement in the land records of Wyandotte County, Kansas.

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

[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

UG:

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

By: _____
David Alvey, Mayor/CEO

STATE OF KANSAS)
) SS.
COUNTY OF WYANDOTTE)

This instrument was acknowledged before me on _____, 2020, by David Alvey as Mayor/CEO of the Unified Government of Wyandotte County/Kansas City, Kansas.

Printed Name: _____
Notary Public in and for said State
Commissioned in _____ County

My commission expires

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

DEVELOPER:

KC THE YARDS 2, LLC, an Indiana limited liability company

By: _____

STATE OF _____)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2020 by _____,
as _____ of KC THE YARDS 2, LLC, an Indiana limited liability company.

Printed Name: _____
Notary Public in and for said State
Commissioned in _____ County

My commission expires

ANNEX 1
DEFINITIONS

"Affiliate" means any person, entity or group of persons or entities which controls Developer, which Developer controls or which is under common control with Developer. As used herein, the term "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management and policies, whether through the ownership of voting securities, by contract or otherwise. However, the parties understand and agree that the term "Affiliate" shall not include passive investors or capital partners without day to day operational control of the Project.

"Affiliate Transfer" means a transfer by Developer of all or a portion of the Project Site, and/or all or any portion of Developer's rights and/or obligations under this Agreement, to a transferee entity whose Controlling Person or Entity is also the Controlling Person or Entity of Developer, as described in Section 6.13(c).

"Agreement" means this Development Agreement (The Yards II) by and between the UG and Developer.

"Applicable Laws and Requirements" means any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by Government Authorities, and all requirements of any insurers. Applicable Laws and Requirements includes, without limitation, the Development Plan, the Project Plan, the Kansas Cash Basis Law (K.S.A. § 10-1100 *et seq.*) and Budget Law (K.S.A. § 75-2935 *et seq.*).

"Approved Assignment" means any assignment, sale, lease, mortgage, merger or other transfer which is consented to by the UG, as described in Section 6.13.

"Assignee" means the assignee, purchaser, lessee, mortgagee, or transferee of an Approved Assignment, as described in Section 6.13.

"Base Year Assessed Valuation" means the assessed valuation of all real properties within the boundaries of the TIF District on the date of publication of the TIF District Ordinance, as described in Section 4.2(a)(i).

"Casualty" means any fire, storm, earthquake, tornado, flood or natural disaster or other sudden, unexpected or unusual cause of damage or destruction.

"Casualty Escrow" means the net proceeds of any insurance relating to damage or destruction of any portion of the Improvements, the net proceeds of condemnation or taking of any portion of the Improvements, or the net proceeds of any realization on title insurance paid into, and used in accordance with, a construction escrow agreement satisfactory to the UG and Developer, as described in Section 6.11(a).

"Certificate of Expenditures" means those certain certificates submitted by Developer in accordance with Section 4.6(a) and on the form set forth in Exhibit H.

"CID" means community improvement district established pursuant to the CID Ordinance.

"CID Act" means K.S.A. 12-6a26 *et seq.*

"CID Administrative Fee" means the annual administrative fee for the CID Fund, as described in Section 4.4(d).

"CID Cap" means the limitation on CID Proceeds available to Developer for reimbursement of CID Eligible Expenses through Pay-As-You-Go CID Financing, as described in Section 4.4(c)(ii).

"CID Collection Period" means the period that commences on the date that the CID Sales Tax is first imposed within the CID up to and concluding upon the earlier of (i) date that is twenty-two (22) years from the date the CID Sales Tax is first imposed, (ii) the date CID Proceeds equal to the CID Cap have been disbursed to Developer, or (iii) the termination of the Agreement, as described in Section 4.4(c)(i).

"CID Eligible Expenses" means the Project Costs which may be reimbursed with CID Proceeds if and to the extent that such Project Costs are eligible for payment or reimbursement pursuant to the CID Act, as described in Section 4.4.

"CID Fund" means the separate fund and account established by the UG for collection of the CID Sales Tax within the CID boundaries, as described in Section 4.4(b).

"CID Ordinance" means the ordinance passed by the UG pursuant to the CID Act on or about _____, 2020 to approve the CID, as described in Recital J and a copy of which is attached hereto as **Exhibit F**.

"CID Petition" means the petition submitted by the owners of the Project Site to the UG requesting the formation of the CID, as described in Recital I and a copy of which is attached hereto as **Exhibit E**.

"CID Proceeds" means the proceeds of the CID Sales Tax in the CID Fund used to pay or reimburse Developer for CID Eligible Expenses, as described in Section 4.4(b).

"CID Sales Tax" means the sales tax imposed within the CID pursuant to the CID Ordinance, as described in Recital J.

"Closing" means the date by which Developer closes on its acquisition of the Project Site.

"Commencement Date" means the date by which Developer must commence construction on the Project, as described in Section 5.10.

"Completion Date" means the date by which Developer must have achieved Substantial Completion of the Project, as described in Section 5.10.

"Construction Documents" means Developer's construction documents relative to the Improvements, as described in Section 5.3.

"Controlling Person or Entity" means a person or entity who, under Applicable Laws and Requirements, possesses all authority and power necessary to lawfully act on behalf of and bind such entity, over the objection of all other holders of any other interest in such entity, to fulfill the obligations of Developer under the Agreement, as described in Section 6.13(c).

"Damaged Facilities" means any part or the whole of the Project to the extent that the same is damaged or destroyed by a Casualty, as described in Section 6.11(b).

"Developer" means KC THE YARDS 2, LLC, an Indiana limited liability company.

"Developer's Conditions Date" means the date certain by which all of the Developer's Public Financing Conditions must be met or waived and Closing must occur, as set forth in Section 3.2(b).

"Developer's Public Financing Conditions" means the conditions precedent to the issuance and delivery to Developer of any public financing under the terms of the Agreement, as set forth in Section 3.1 (c), (d), (e), and (f).

"Development Plan" means the final site plan approvals for the Improvements (or portion(s) thereof), as described in Section 2.2.

"DOR" means the Kansas Department of Revenue.

"Effective Date" means the date of this Agreement first above written.

"Environmental Regulation" means any and all present and future laws, statutes, ordinances, rules, regulations and orders of any Government Authority having jurisdiction over the parties hereto or any portion of the Project Site and pertaining to the protection of human health, Hazardous Substances, pollution, or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, and as the same may be further amended from time to time (collectively, "CERCLA").

"Force Majeure" is defined in Section 9.2.

"GAAP" means generally accepted accounting principles.

"General Contractor" means the general contractor selected by Developer for the Improvements, as described in Section 5.3.

"Government Authority" means any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any nature whatsoever of any governmental unit (federal, state, county, district, municipality, city or otherwise), whether now or hereafter in existence, with affirmative jurisdiction over Developer or the Project.

"Hazardous Substance" means any substance that is defined or listed as a hazardous or toxic substance and which is regulated as such or may form the basis of liability under any present or future Environmental Regulation, or that is otherwise prohibited or subject to investigation or remediation under any present or future Environmental Regulation because of its hazardous, toxic, or dangerous properties, including, without limitation, (i) any substance that is a "hazardous substance" under CERCLA, and (ii) petroleum, natural gas, natural gas liquids, liquefied natural gas, and synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas), only to the extent that the constituents of such synthetic gas are released or threatened to be released into the environment.

"Improvements" means those certain improvements that are contemplated to be constructed in the Project, as described in Section 2.2.

"Incremental Real Property Taxes" means that amount of Real Property Taxes collected from the real property within Project Area 1 of the TIF District that is in excess of the amount of Real Property Taxes collected from the Base Year Assessed Valuation of the real property within Project Area 1 of the TIF District, as described in Section 4.2(a)(i).

"Insurance Specifications" means the insurance requirements on Developer in connection with the Project as generally described in Section 6.10 and more fully set forth in **Exhibit I**.

"Interest" means the interest that is reimbursable to Developer as described in Section 4.3.

"IRB" means industrial revenue bond financing pursuant to K.S.A. 12-1741 *et seq.*

"Material Change" means any substantial change to any agreement, plan or other document referred to herein, which change would require changes to Developer's permits or approval of the appropriate Government Authorities or is required by Applicable Laws and Requirements.

"Parking Improvements" means any parking improvements required by Applicable Laws and Requirements, as described in Section 2.2(d).

"Pay-As-You-Go CID Financing" means a method of financing pursuant to which certain CID Proceeds are disbursed by the UG to Developer, as described in Section 4.4(c).

"Pay-Go TIF Financing" means a method of financing pursuant to which certain TIF Eligible Expenses are paid and/or reimbursed without notes or bonds, and the costs are reimbursed as TIF Proceeds are deposited into the Project Area 1 TIF Fund, as described in Section 4.2(b).

"Permitted Mortgage" means any mortgage placed on, or other security interest granted in, the Project Site or any part thereof in connection with any construction or permanent financing of the Project.

"Permitted Mortgagee" means the holder of the Permitted Mortgage.

"Permitted Use" means a first-class luxury multi-family apartment building as described in Sections 2.2(a) and 6.2(a) and the Retail Space, if applicable, described in Section 2.2(b) and 6.2(a).

"Person" shall mean any natural person, firm, partnership, association, corporation, limited liability company, trust, entity, public body or government or other entity.

"Plans and Specifications" means the plans and specifications for the Improvements, as described in Section 5.2.

"Prime Rate" means the rate of interest announced from time to time by Security Bank of Kansas City, or any successor to it. If such bank, or any successor to it, ceases to announce a prime rate, the UG shall designate a reasonably comparable financial institution for purposes of determining the Prime Rate.

"Private Funds" means Developer's private equity and debt used to pay the costs for the design, development and construction of the Project, as described in Section 4.1.

"Project" means the design, development, and construction of the Improvements on the Project Site, as described in Recital B and Section 2.2.

"Project Costs" means the costs of acquiring, designing, developing, constructing and completing the Project, as described in Section 4.1 and **Exhibit G**.

"Project Area" or "Project Areas" means the separate and district project areas within the TIF District established by the TIF District Ordinance, including Project Area 1 governed by the terms and conditions of the Agreement, as well as three (3) other Project Areas for future development to be governed by separate agreement(s), as described in Recital F.

"Project Area 1" means the Project Area of the TIF District that consists of the Project, as described in Recital F.

"Project Area 1 TIF Fund" means the separate fund and account established by the UG for collection of the TIF Proceeds collected within Project Area 1 of the TIF District, as described in Section 4.2(a)(ii).

"Project Plan" means the Redevelopment Project Plan for Project Area 1 of the TIF District approved and adopted by the UG pursuant to the TIF Project Plan Ordinance, as described in Recital G.

"Project Site" means the real property on which Developer intends to design, develop and construct the Project, as described in Recital A, legally described on **Exhibit A-1** and generally depicted on **Exhibit A-2**.

"Public Financing Conditions" means the conditions precedent to the issuance and delivery to Developer of any public financing under the terms of the Agreement, as set forth in Section 3.1.

"Real Property Taxes" means all taxes levied on an ad valorem basis upon land and Improvements within the TIF District, as described in Section 4.2(a)(i).

"Retail Space" means the square footage of space allowed for retail, restaurant and entertainment uses in the Project, as described in Section 2.2(b).

"Resolution of Intent" means that certain master resolution of intent indicating the UG's intention to grant to Developer the IRB financing, as described in Sections 3.1(d) and 4.11.

"State" means the State of Kansas.

"Substantial Completion" and "Substantially Completed" means the stage in the progress of the construction of the Project when construction is sufficiently complete so that the Project can be occupied or utilized for its intended use (which shall be evidenced by the receipt of a temporary certificate of occupancy for the Improvements).

"Term" means the term of the Agreement, as described in Section 6.1.

"TIF" means tax increment financing.

"TIF Act" means K.S.A. § 12-1770 *et seq.*, as amended.

"TIF Administrative Fee" means the annual administrative fee for the Project Area 1 TIF Fund, as described in Section 4.2(d).

"TIF Cap" means the limitation on TIF Proceeds available to Developer for reimbursement of TIF Eligible Expenses through Pay-Go TIF Financing, as described in Section 4.2(b)(ii).

"TIF Collection Period" means the period that commences on the date that the Project Plan is approved by the UG's Board of Commissioners up to and concluding upon that date which is the earlier of (a) the date that Developer has been reimbursed for all TIF Eligible Expenses by Pay-Go TIF Financing in an amount equal to the TIF Cap, or (b) twenty (20) years from the date that the Project Plan was approved, as described in Section 4.2(b)(i).

"TIF District" means the TIF District established by the UG pursuant to the TIF District Ordinance and the TIF Act, as described in Recital E, legally described on **Exhibit C-1**, and generally depicted on **Exhibit C-2**.

"TIF District Ordinance" means Ordinance No. O-____ - ____ passed by the UG pursuant to the TIF Act on or about _____, 2020 to approve the TIF District, as described in Recital E and a copy of which is attached hereto as **Exhibit B**.

"TIF Eligible Expenses" means those certain Project Costs identified by Developer which may be reimbursed with TIF Proceeds if and to the extent that such Project Costs are related to site improvement and the design and construction costs located within Project Area 1 of the TIF District, all as specifically identified on **Exhibit G** attached hereto, along with Interest, and eligible for payment or reimbursement pursuant to the TIF Act, as described in Section 4.2.

"TIF Proceeds" means the Incremental Real Property Taxes, less the TIF Administrative Fee, as described in Section 4.2(a)(iii).

"TIF Project Plan Ordinance" means the ordinance passed by the UG pursuant to the TIF Act to approve the Project Plan, as described in Recital G and a copy of which will be attached hereto as **Exhibit D**.

"Transaction Documents" means the lease, along with any bond trust indentures, bond purchase agreements, tax compliance agreements, financing agreements, and other similar documents executed and delivered by the parties in connection with the IRB financing.

"Total Project Budget" means the budget attached hereto as **Exhibit G**.

"UG" means the Unified Government of Wyandotte County/Kansas City, Kansas.

"UG Conditions Date" means the date certain by which all UG's Public Financing Conditions must be met or waived and Closing must occur, as set forth in Section 3.2(a).

"UG's Public Financing Conditions" means the conditions precedent to the issuance and delivery to Developer of any public financing under the terms of the Agreement, as set forth in Section 3.1 (a) and (b).

INDEX OF EXHIBITS

Exhibit A-1	The Project Site – Legal Description
Exhibit A-2	The Project Site – Map
Exhibit B	TIF District Ordinance
Exhibit C-1	TIF District – Legal Description
Exhibit C-2	TIF District – Map
Exhibit D	TIF Project Plan Ordinance
Exhibit E	CID Petition
Exhibit E-1	CID Boundaries – Legal Description
Exhibit E-2	CID Boundaries – Map
Exhibit F	CID Ordinance
Exhibit G	Total Project Budget
Exhibit H	Form of Certificate of Expenditures
Exhibit I	Insurance Specifications
Exhibit J	LBE/MBE/WBE Goals and Requirements

EXHIBIT A-1

PROJECT SITE – LEGAL DESCRIPTION

EXHIBIT A-2

PROJECT SITE – MAP

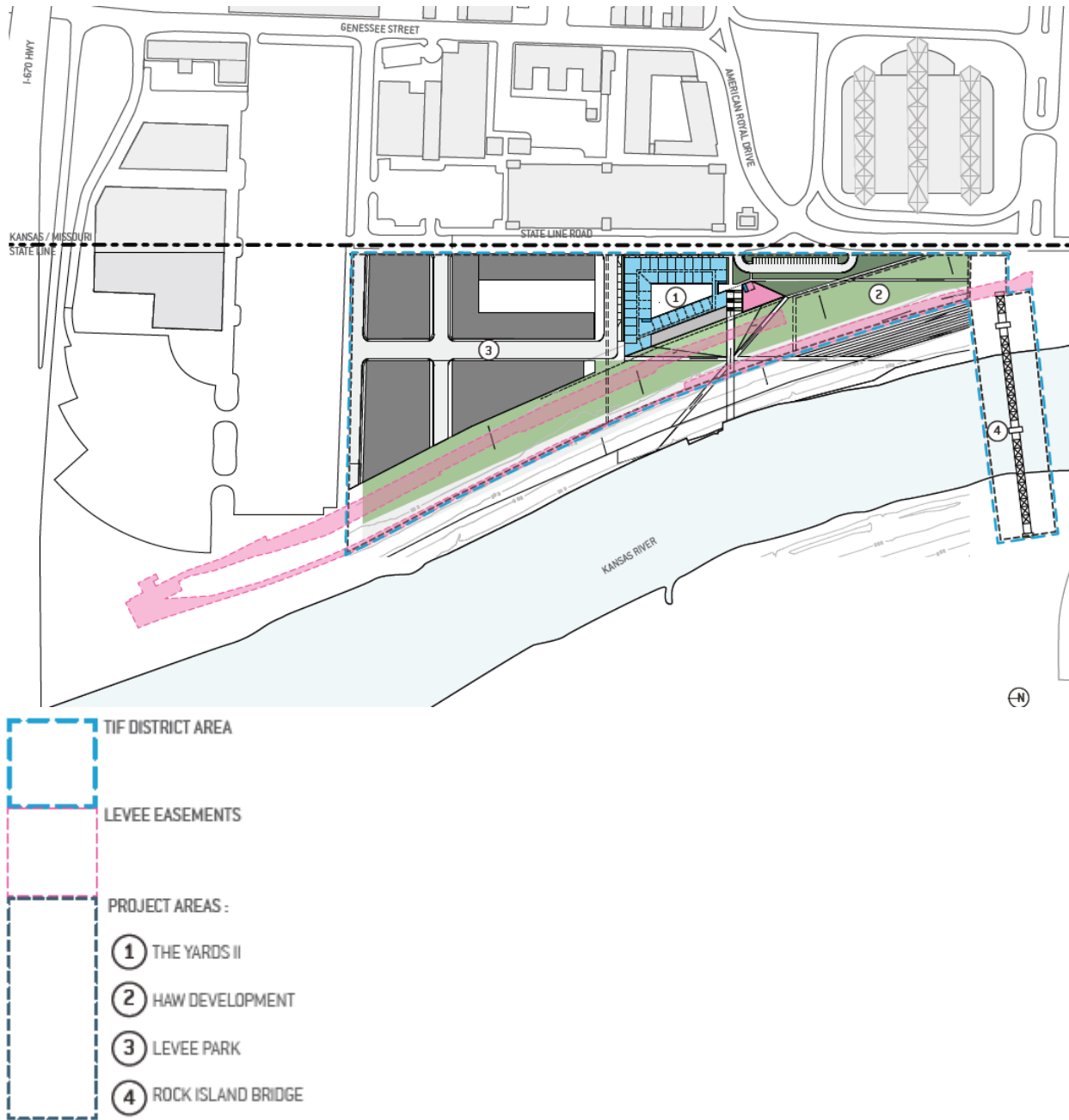


EXHIBIT B
TIF DISTRICT ORDINANCE

[To be attached.]

EXHIBIT C-1

TIF DISTRICT – LEGAL DESCRIPTION

EXHIBIT C-2
TIF DISTRICT – MAP

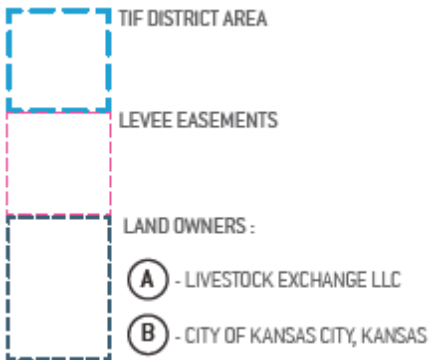
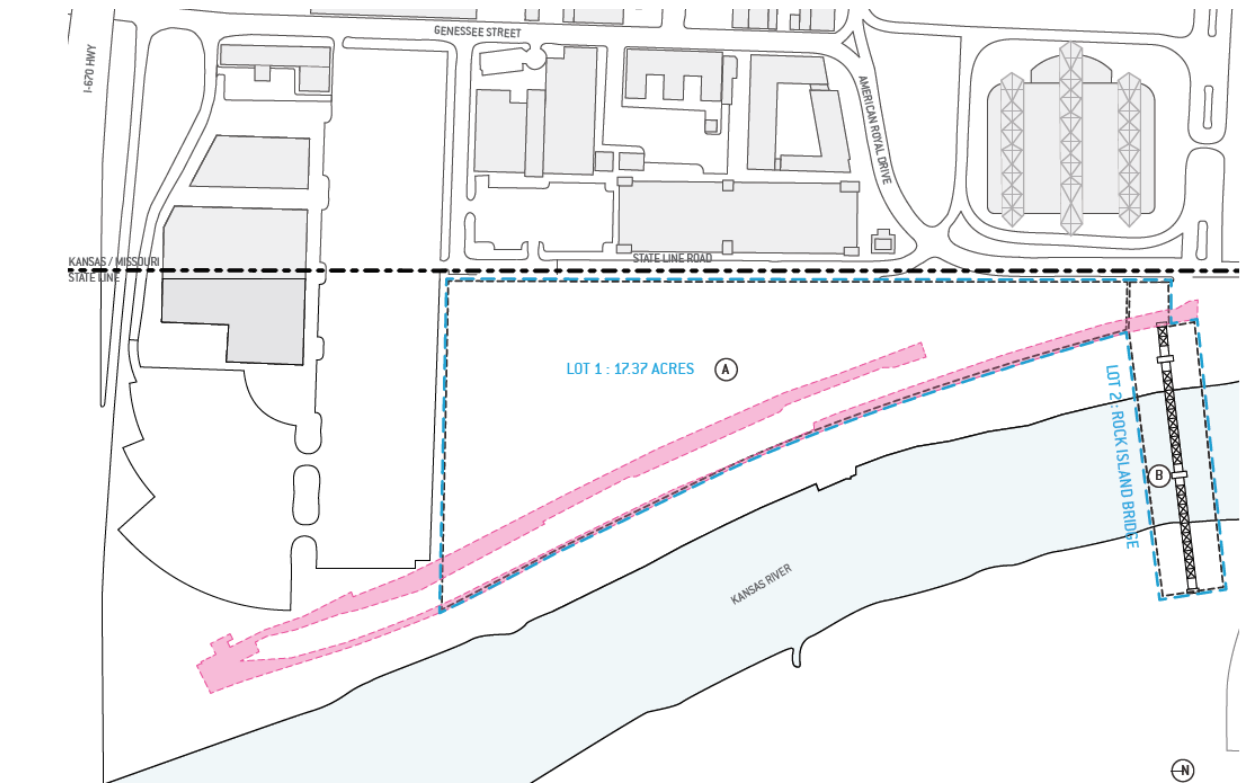


EXHIBIT D

TIF PROJECT PLAN ORDINANCE

[To be attached.]

EXHIBIT E
CID PETITION

[To be attached]

EXHIBIT E-1

CID BOUNDARIES – LEGAL DESCRIPTION

[To be attached]

EXHIBIT E-2

CID BOUNDARIES – MAP

[To be attached]

EXHIBIT F
CID ORDINANCE

[To be attached]

EXHIBIT G**TOTAL PROJECT BUDGET**

DESCRIPTION	TOTAL PROJECT COST	TIF ELIGIBLE EXPENSES INCLUDED IN BUDGET
DIVISION 1 - GENERAL REQUIREMENTS		
Land Acquisition Costs	2,500,000	2,500,000
Design Fees for TIF Reimbursable Items	100,000	100,000
Project Financing Costs	100,000	100,000
Quality Control	0	
Construction Temporary Facilities	0	
Construction Waste Management & Disposal	120,000	
LEED Requirements/Checklist	0	
MWBE Good Faith Effort Logging	0	
Site & Building Survey / Layout	35,000	
Material Testing	50,000	10,000
Temporary Fence & Monthly Maintenance	40,000	
Man/ Material Hoisting	50,000	
Building Permit and Plan Review Fees	15,101	5,000
Rough Hardware	5,000	
Final Cleaning	130,379	
Weather Conditioning Allowance	80,000	
Site Security & Nightwatch - If Required	130,000	
Traffic Control / Barricades	75,000	
DIVISION 2 - EXISTING CONDITIONS		
Structure Demolition	0	
Asbestos Abatement	0	
DIVISION 3 - CONCRETE		
Cast-In-Place Concrete	1,300,000	
Light Pole Bases, Mech/Elect Housekeeping Pads	15,000	15,000
Polished Concrete	35,000	
Gypcrete Topping and acoustical - Building	549,000	
LW concrete and WP at balconies	266,000	
DIVISION 4 - MASONRY		
Masonry - CMU at elevator shafts	125,000	
Masonry - CMU at misc. walls	60,000	
Brick veneer - 15% of façade	530,000	
Cast Stone	0	
DIVISION 5 - METALS		
Structural Steel Framing	350,000	
Steel Stairs	0	
Metal Fabrications	45,000	
Brick Shelf Angles	10,000	
Balcony rails - cable	425,000	
Decorative Metal Railings - At roof-top plaza	25,000	

DIVISION 6 - WOODS, PLASTICS & COMPOSITES		
Rough Carpentry	6,300,000	
Framing QC & Supervision	50,000	
Mold Prevention	100,000	
Finish Carpentry - Trim	276,000	
Architectural Woodwork - Public Areas	150,000	
Temp Railing at balconies	27,500	
DIVISION 7 - THERMAL & MOISTURE PROTECTION		
Dampproofing	0	
Waterproofing	40,000	
Traffic Coating	0	
Thermal Insulation	470,000	
EIFS	0	
Air Barrier Testing	0	
Metal Roof & Wall Panels	1,165,000	
Cedar Siding - 5% of façade - accents	115,000	
Membrane Roofing & Sheet Metal	480,000	
Pavers on pedestals at roof-top plaza	75,000	
Applied Fireproofing	20,000	
Firestopping	0	
Joint Sealants	280,000	
Expansion Joint Cover Assemblies	42,000	
DIVISION 8 - OPENINGS		
Doors, Frames and Hardware	484,000	
Doors & Hardware Installation	260,000	
Access Doors & Frames	5,000	
Overhead Doors	6,000	
Aluminum Framed Entrances & Storefronts	310,000	
Mirrors	31,000	
Automatic Entrances	0	
Windows and Patio Doors	645,000	
Unit Skylights	0	
DIVISION 9 - FINISHES		
Stucco	0	
Drywall	2,600,000	
Acoustical Panel Ceilings	0	
Finishes QC & Supervision	100,000	
Floor Protection - If Needed	10,000	
Flooring	870,000	
Wall Coverings	0	
Painting	730,000	
Finish Out Crew	57,000	
DIVISION 10 - SPECIALTIES		
Regulatory Signage	24,000	
Façade and decorative signage	0	
Toilet Partitions & Screens	6,000	
Toilet, Bath & Laundry Accessories	67,000	
Operable Partitions	0	

Wall & Door Protection	6,000	
Glass Shower Doors	266,000	
Fireplaces & Stoves	0	
Fire Extinguishers, Cabinets	17,000	
Metal Lockers	0	
Postal Specialties	21,000	
Metal Storage Shelving	88,000	
Awnings	0	
Canopies	0	
Flagpoles	0	
Knox boxes	1,500	
DIVISION 11 - EQUIPMENT		
Loading Dock Equipment	0	
Residential Appliances	660,000	
Food Service Equipment	0	
Playground Equipment	0	
Window Washing System	0	
Dog Park Equipment	25,000	
DIVISION 12 - FURNISHINGS		
Horizontal Louver Blinds	70,000	
Roller Window Shades	0	
Manufactured Wood Casework	625,000	
Stone Tops	230,000	
Entrance floor Mats & Frames	5,000	
PUBLIC PLAZA Furniture	25,000	
Furniture Install	25,000	
Site Furnishings - Bike Racks	30,000	30,000
Site Furnishings - Patio Grills	10,000	
Site Furnishings - Grill area structure	30,000	
Site Furnishings - Benches	7,500	7,500
Site Furnishings - Trash Enclosure	50,000	
Site Furnishings - Monument Sign	50,000	
DIVISION 13 - SPECIAL CONSTRUCTION		
Swimming Pools	225,000	
DIVISION 14 - CONVEYING EQUIPMENT		
Hydraulic Elevators	215,000	
Elevator Inspection Costs/ temp usage	20,000	
Facility Chutes	18,000	
DIVISION 21 - FIRE SUPPRESSION		
Water-Based Fire Suppression Systems	478,000	
Fire Pumps	50,000	
DIVISION 22 - PLUMBING		
Plumbing	1,650,000	
Submetering	26,400	
DIVISION 23 - HVAC		
HVAC	1,540,000	
Testing, Adjusting & Balancing for HVAC	0	
DIVISION 26 - ELECTRICAL		
Electrical	3,300,000	

Site Electric	80,000	20,000
MEP Quality Control & Supervision	120,000	20,000
DIVISION 31 - EARTHWORK		
Site Clearing	0	
Mass Grading and fill at Levee & the Park	750,000	750,000
Any grading, gravel, landscaping at River-side of Levee	150,000	150,000
Earth Moving	400,000	400,000
Erosion & Sedimentation Controls	20,000	20,000
Termite Control	9,100	9,100
Shoring & Underpinning	0	
Drilled Concrete Piers	0	
Geopiers	0	
Lean Concrete in plumbing trenches	0	
DIVISION 32 - EXTERIOR IMPROVEMENTS		
Asphalt Paving - Street Parking	20,000	20,000
Asphalt Paving - Private Street	0	
Concrete Paving, curbs and sidewalks - outside the building	300,000	300,000
Concrete Paving, curbs and sidewalks - Courtyard	75,000	75,000
Concrete retaining wall	250,000	250,000
Concrete Paving Joint Sealants	10,000	10,000
Pavers	50,000	50,000
Pavement Markings	13,000	13,000
Fence around the pool	22,000	22,000
Segmental Retaining Walls	0	
Planting Irrigation	50,000	50,000
Landscaping - at Levee Park along the building	100,000	100,000
Landscaping at Courtyards	50,000	50,000
Import Topsoil at Levee Park	120,000	120,000
Park Along Amphitheater		
Amphitheater construction		
DIVISION 33 - UTILITIES		
Water Utilities	230,000	230,000
Sanitary Sewerage Utilities	42,000	42,000
Grease Trap for retail	10,000	
Storm Drainage Utilities	100,000	100,000
U/G Storm Chambers	100,000	100,000
Courtyard Drainage	40,000	40,000
Foundation Drainage	35,000	35,000
Gas to grills and firepit	9,000	9,000
Utility relocation	0	
Traffic Signals	0	
TAXES / BONDS		
ADDED SALES TAX @ Exempt	0	
SUB-BONDS @	427,545	25,605
SUBTOTAL DIRECT COSTS	36,308,025	5,778,205
<i>General Conditions</i>	1,282,721	203,953

<i>Operations Overhead</i>	236,002	37,524
<i>Builders Risk Insurance @ BY OWNER</i>	0	
<i>MWB Insurance @</i>	182,093	
<i>Procore PM Software</i>	36,419	5,791
<i>MWB Budget Contingency Allowance</i>	728,370	115,811
<i>Professional Services</i>	400,000	200,000
<i>contract administration</i>	1,958,681	
TOTAL PROJECT COSTS	41,132,310	6,341,283

** While this budget reflect that an estimated principal amount of \$6,341,283 in project costs can be funded with TIF Revenue, pursuant to Section 4.3 of the Development Agreement, the Developer will also be entitled to payment/reimbursement of an interest component to cover the costs associated with financing the TIF Eligible Expenses.

EXHIBIT H

Form of Certificate of Expenditures

CERTIFICATE OF EXPENDITURES

TO: Unified Government of Wyandotte County/Kansas City, Kansas

Attention: County Administrator

Re: THE YARDS II

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Development Agreement (The Yards II) dated as of _____, 2020 (the "Agreement") between the Unified Government and Developer.

In connection with the Agreement, the undersigned hereby states and certifies that, to the best of its actual knowledge:

1. Each item listed on *Schedule 1* hereto is a Project Cost and was incurred in connection with the construction of the Project.

2. These Project Costs have been paid by Developer, successors, assigns, tenants, or transferees and are reimbursable under the Agreement.

3. Each item listed on *Schedule 1* has not previously been paid or reimbursed from money derived from the Project Area 1 TIF Fund, and no part thereof has been included in any other certificate previously filed with the Unified Government.

4. There has not been filed with or served upon Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.

5. All necessary permits and approvals required for the work for which this certificate relates were issued and were in full force and effect at the time such work was being performed.

6. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.

7. Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes a default under the Agreement.

8. All of Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this ____ day of _____, 20 ____.

KC THE YARDS 2, LLC, an Indiana limited liability
company

By: _____

Name: _____

Title: _____

Approved for Payment this ____ day of _____, 20 ____:

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

By: _____

Title: _____

SCHEDULE I
TO
CERTIFICATE OF EXPENDITURES

			Designate as
Description of			Redevelopment Project
<u>Project Costs</u>	<u>Cost</u>	<u>Payee</u>	<u>Costs</u>

Total Costs:

EXHIBIT I

INSURANCE SPECIFICATIONS

1. Worker's Compensation. Developer may self-insure, to the extent allowed by applicable law. The self-insured retention shall be that which is standard in the industry. Developer will then purchase excess Worker's Compensation Insurance with statutory limits over the self-insured retention. If self-insurance is not available under applicable state law, coverage will be purchased in accordance with the statutory requirements.
2. Comprehensive General Liability. Developer will purchase and maintain with primary limits of \$3,000,000.
3. Automobile Liability. Developer will purchase and maintain with primary limits of \$1,000,000.
4. Excess Liability. Developer will purchase and maintain excess liability insurance in an amount not less than \$5,000,000.
5. Special Perils Form Property Insurance. Developer will purchase on a replacement cost basis. Deductibles and limits will be standard to those in the industry, and the policy shall include an "Agreed Amount" endorsement. Earthquake and flood insurance, as well as fired vessel, boiler and machinery, and underground collapse, may be required by the UG as additional perils, but only to the extent required by Developer's lender for the Project.

EXHIBIT J

LBE/MBE/WBE GOALS AND REQUIREMENTS

This Exhibit sets forth the guidelines for the utilization of local business, minority, and women enterprises and local resident, minority, and women participation and equal employment opportunity referenced in **Section 8.2** of the Downtown Campus Development Agreement (the "**Agreement**") between the Unified Government of Wyandotte County/Kansas City, Kansas (the "**UG**") and KC THE YARDS 2, LLC, an Indiana limited liability company ("**Developer**"). The parties agree as follows:

I. SCOPE.

These procedures are applicable to the Construction of, and the Professional Services for (as such terms are defined below) the Project, including but not limited to all aspects of the construction of the Improvements and all related facilities, including labor, materials and supplies, and construction-related services, but not including: (i) Specialized Services; or (ii) legal, architectural and pre-construction consulting services already performed or contracted for prior to the Effective Date of the Agreement (as defined in the Agreement), which shall specifically be excluded from both the numerator and the denominator in determining whether the Construction and Professional Services goals set forth herein have been met.

II. DEFINITIONS.

All capitalized terms used in this Exhibit shall have the meaning ascribed to them in the Agreement and made a part thereof, or as otherwise set forth herein.

A. "Best Efforts" has the meaning set forth in Section III.C.3.b. herein.

B. "Construction" means all aspects of the construction of the Improvements, all related facilities, and 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) services performed or associated with tenant improvements or any services requested by tenants of the Project, provided that this exception shall only apply to tenants who are third parties unaffiliated with Developer; (ii) Specialized Services; (iii) Professional Services; or (iv) legal, architectural and pre-construction consulting services already performed or contracted for prior to the Effective Date of the Agreement.

C. "Contractor" means the Proposer selected by Developer for the design, development, or construction of the Project.

D. "Local Business Enterprise or LBE" means a business headquartered or which maintains a major branch 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. It is determined and assigned based on the criteria referenced in this definition and payment of all applicable Wyandotte County taxes and/or licensing fees.

E. "Local Resident" means an individual that, during his or her employment with the Project, maintains his or her place of domicile in Wyandotte County.

F. "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.

G. "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 but specifically excluding: (i) professional services that have historically been sourced and performed at the holding company level by Developer (such as legal and accounting services, for example); (ii) Specialized Services; (iii) Construction; and (iv) legal, architectural and pre-construction consulting services already performed or contracted for prior to the Effective Date of the Agreement.

H. "Proposer" means a person who submits a proposal in response to a solicitation for proposals issued by Developer or one of its Contractors with respect to the design, development, or construction of the Project, or with respect to ongoing maintenance and operations of the Project.

I. "Specialized Services" means expertise, services, or products, the application of which are unique to the construction of the Project and which are only available through sole or limited source providers or national vendors. Specialized Services shall also include the services provided by the Contractors and designers who have been involved with and have previous experience on similar projects with Developer and which Developer has engaged or intends to engage to perform similar services for the Project.

K. "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. DESIGN, DEVELOPMENT, AND CONSTRUCTION OF THE PROJECT.

A. GOALS FOR LBE/MBE/WBE PARTICIPATION.

1. Project Design, Development, and Construction Goals.

Developer will use its Best Efforts to meet the following goals based upon the total cost of Construction of, and Professional Services for, the Project and all related facilities undertaken by Developer, but not including Specialized Services. In no event shall Developer be required to incur higher costs as a result of its commitment to attempt to meet such goals. In the event Developer obtains bids for any aspect of the Project for which a bid by a Proposer qualifying as an LBE, MBE, or WBE is not the lowest or best bid, Developer shall not be required to meet the LBE/MBE/WBE participation percentage goals for that aspect of the Project. 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 to act as quotas or set asides.

	Construction	Professional Services
LBE	18%	18%
MBE	15%	13%
WBE	7%	8%

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, Developer shall give preference to the utilization of LBEs

over the utilization of MBEs and WBEs. Developer shall strive to meet each individual goal listed.

2. Contract Specific Goals.

The parties agree that the goals are set forth for Construction of, and Professional Services for, the Project as a whole, excluding Specialized Services, and the UG will reasonably agree to different specific goals for specific contracts or portions of contracts to be awarded by Developer, when proposed by Developer, relating to the Construction of the Project, based upon the availability of qualified LBEs and certified MBEs and WBEs to perform the specific scopes of work delineated in Developer's Project Utilization Plan (as described herein).

3. Eligibility for Credit.

a. Only LBE businesses that are qualified and/or MBE or WBE businesses that are certified or undergoing certification at the time of submittal of the subject bid or proposal and ultimately certified as MBEs or WBEs by the Kansas Department of Commerce, State of Missouri, Missouri Department of Transportation, City of Kansas City, Missouri, MidAmerica Minority Business Development Council, Women's Business Enterprise National Council, or any other public or private entity reasonably acceptable to the UG and Developer (each an "approved" business), may be counted towards the participation goals in Section III.A.1. above.

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

4. Construction Workforce.

a. **Recruitment and Outreach.** Developer will use its Best Efforts to employ and to ensure its Contractors employ Local Residents, minorities, and women in all aspects of the Construction of, and Professional Services for, the Project except for Specialized Services. These efforts shall include but not be limited to:

i. advertising in appropriate publications describing the work available, pay scales, and application procedures and maintaining a log or copies of these ads showing the date of publication and identifying the publication;

ii. working with local community organizations, minority and women's community organizations, and other appropriate organizations to seek qualified Local Residents, minorities, and women (a list of these organizations may be provided by the UG upon request); and

iii. working with the UG to promote diversity and inclusion in all aspects of the Project.

Documentation of these and any other steps taken shall be submitted to the UG prior to the beginning of the bidding process.

b. Employment Procedures. Developer and its Contractors shall implement equal employment opportunity hiring and job action procedures as those terms are commonly understood.

B. DEVELOPMENT AND PROJECT UTILIZATION PLANS.

1. Submissions, Content, and Fulfillment of Project Utilization Plan.

a. Fourteen (14) calendar days before the solicitation of the first proposal for the Construction of part of the Project, which is issued by Developer after the execution of the Agreement, Developer will submit a Project Utilization Plan to the UG for review and approval. The Project Utilization Plan shall be on the form attached to this Exhibit as Attachment A or on another form provided or approved by the UG. This Project Utilization Plan shall set forth, to the best of Developer's knowledge: all categories of work that will be covered within solicitations that Developer or its Contractors intend to issue for all Construction and Professional Services providers necessary for the construction of the Project; an estimate of the dollar value of all work covered by these solicitations; an estimate of the dollar value of work within each identified work category; the dollar value of the work for each identified work category that is projected to be performed by LBEs, MBEs and WBEs; any known potential joint ventures with LBEs, MBEs, and WBEs within each identified work category; an overall schedule of all work projected to be performed related to the design, development, and construction of the Project, laid out sequentially over time; and the actions Developer intends to take, with respect to each of these solicitations, to make its Best Efforts to meet the goals set forth in Section III.A.1. of this Exhibit.

b. Developer, in the Project Utilization Plan, shall designate one person as the Project Manager to serve as the point of contact with the UG on all matters related to the Project Utilization Plan. Developer shall provide the Project Manager's name, physical office address, e-mail address, and phone number to the UG. The Project Manager shall be an individual with administrative authority with regard to enforcement of the stipulations located within this Exhibit.

c. The goals of Section III.A.1 may be met by the expenditure of dollars with approved LBE/MBE/WBE prime Contractors, material suppliers (either by Developer or a prime Contractor), subcontractors (either by Developer or a prime Contractor), or through joint ventures with approved LBEs, MBEs or WBEs.

i. Certified MBE and WBE prime Contractor Proposers may count their own participation toward a goal for which they qualify, and may divide their own participation between two goals, but their participation may not be double-counted. These prime Contractor Proposers shall receive credit towards the goals for the dollar value of the contract.

ii. Approved or certified LBE/MBE/WBE material suppliers, regular dealers, and manufacturers shall be credited towards the goals for the dollar value of the contract.

iii. A joint venture involving an approved LBE/MBE/WBE as a partner may be counted towards the applicable goal only to the extent of the dollar amount that the approved LBE/MBE/WBE is responsible for and at risk, except, however, if the LBE/MBE/WBE is the majority partner in the joint venture, the entire joint venture contract amount shall be counted, less any work subcontracted to the non-LBE/MBE/WBE joint venture partner. To receive credit, the approved LBE/MBE/WBE

must be responsible for a clearly defined portion of the work, profits, risks, assets, and liabilities of the joint venture.

iv. 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 double-counted. A certified MBE or WBE may also be counted towards the LBE goal, if qualified as LBE. The amount of participation by these businesses may be divided between the MBE or the WBE goals. A qualified LBE that is certified as MBE and WBE shall be counted toward the LBE and the MBE or WBE goals, but shall not be counted toward both the MBE and WBE goals.

v. Only the participation of LBEs, MBEs, and WBEs that provide a commercially useful function required for the work of the specific solicitation shall be counted toward achievement of the goals. The LBE/MBE/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 solicitation. Brokering is not credited. Purchases from LBEs, MBEs, and WBEs that constitute indirect or general overhead costs to a projected Proposer's business may not be counted toward the goals. Costs directly incurred solely to perform the work with respect to a Project contract may be counted toward the goals.

2. Evaluation of Project Utilization Plans.

a. The UG will review Developer's Project Utilization Plan respecting each category of work identified by Developer. In conducting its review, the UG shall evaluate the extent to which the actions Developer proposes to take to meet the goals constitute Best Efforts, as set forth in Section III.C.3.b. below. In no event shall Developer or any of its Contractors be required to engage any LBE/MBE/WBE that is not the low bidder or is not qualified or capable of performing the work to acceptable standards in the reasonable discretion of Developer.

b. Changes to the Project Utilization Plan after its initial submission to the UG shall be reviewed and approved or rejected by the UG within thirty (30) days following submission of the same by Developer, and such changes shall be deemed to be approved by the UG if not rejected within such thirty (30) day period.

C. CONTRACT AWARD COMPLIANCE PROCEDURES.

1. Solicitation Documents.

The solicitation documents for each contract for which goals are established shall contain a description of the requirements set forth in this Exhibit; the LBE/MBE/WBE goals; and the areas of projected subcontracting. Five (5) calendar days before the issuance of each solicitation, Developer shall submit the solicitation documents and the bid list to the UG. This submittal is mandatory for each bid subject to LBE/MBE/WBE goals.

2. Developer's Report of Solicitation Results.

Within seven (7) working days after the date set for receipt of proposals by each solicitation issued for Developer for the construction of the Project, the Project Manager shall submit to the UG, on a form provided or approved by the UG, a Report of Solicitation Results (the "Report") fully describing all proposals received in response to the solicitation. The Report shall: (1) state the estimated total dollar value of the work covered by the solicitation; (2) state the

names of all Proposers; (3) state the total dollar value of work covered by proposals submitted by approved LBEs, MBEs, and/or WBEs (for both Construction and Professional Services); (4) provide all relevant information concerning each joint venture Proposer; and (5) state the name of all subcontractors to Proposers (to the extent then available) that are approved LBEs, MBEs, and/or WBEs, and the dollar value of work covered by proposed subcontracts between Proposers and LBEs, MBEs and/or WBEs. The Report shall also indicate to which of the Proposers, including joint venture Proposers, Developer or any of its Contractors is intending to award contracts resulting from the solicitation. In addition, with respect to any LBE/MBE/WBE goal established in the Project Utilization Plan that it appears from the proposals received will not be met, Developer shall include in the Report a precise description of all Best Efforts it has undertaken or caused to be undertaken to meet the established goals. These submittals are mandatory for all solicitations subject to LBE/MBE/WBE goals.

3. UG Review of Developer's Report of Solicitation Results.

a. Within seven (7) calendar days of receiving a Report for review, the UG, based on its review of the Report, shall advise Developer whether it appears that, in light of Developer's indication of the Proposers to whom it intends to award contracts, Developer will meet the goals set forth in the Project Utilization Plan or if not, whether Developer has established Best Efforts to meet these goals, and shall state the reasons for this conclusion, referring to the specific Best Efforts criteria contained in Section III.C.3.b. below. As a part of its review, the UG may ascertain whether LBE/MBE/WBE subcontractors agree with the dollar value of the work and the scope of the work, as identified in the proposal.

b. For each Project Utilization Plan goal that is not achieved, Developer shall be deemed to have used "**Best Efforts**" to meet the Project Utilization Plan goals for construction and Professional Services set forth in Section III.A.1. of this Exhibit if Developer shall have taken substantially all 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 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/WBE participation, where feasible;

vi. Developer is providing 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 histories;

viii. If applicable, 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, or 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.

4. Signed Contracts.

Within twenty-one (21) working days of provision of the UG's evaluation of the Report to Developer, the Project Manager shall submit signed contracts with successful Proposers to the UG.

D. SUBCONTRACTOR RELATIONS.

1. Documentation of Subcontracting Agreements.

All subcontracting services shall be evidenced by a written agreement stating, at a minimum, 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.

2. Documentation of Schedules.

a. For Construction contracts, the Contractor must present a work schedule that includes when the LBE/MBE/WBE subcontractors will be utilized at the job site. This schedule is due on or before the pre-construction meeting with the UG and the Project Manager representing Developer.

b. For Professional Services contracts, Developer must present a written schedule of when the LBE/MBE/WBE consultants will be working on the Project. This written schedule shall be provided to the UG prior to the Closing (as defined in the Agreement).

3. Substitutions, Additions, or Deletions.

Where a substitution for a LBE/MBE/WBE subcontractor must occur after submission of proposals by the Project Manager to the UG, the Project Manager must submit the proposed change or substitution to the UG for review. The UG shall have no authority to approve or reject any change or substitution. The sole purpose of the review by the UG shall be to determine whether the LBE/MBE/WBE should be counted toward achievement of the goals of Section III.A.1.

IV. UG'S ASSISTANCE TO DEVELOPER.

The UG shall use its best efforts to provide assistance to Developer in fulfilling its obligations as set forth in this Exhibit. Developer assumes all responsibility for its Best Efforts in meeting the goals and complying with the procedures and processes set forth herein. The UG assumes no duty or responsibility to Developer with respect to Developer's fulfillment of the goals set forth in this Exhibit by reason of the

provision of assistance to Developer. Examples of assistance the UG may provide include but are not limited to:

- A. providing information and technical assistance regarding the Project to Developer and its agents, including Contractors, subcontractors, LBEs, MBEs, WBEs, officials, and other interested persons;
- B. developing and maintaining a registry of approved LBE/MBE/WBE businesses;
- C. assisting with identifying potential LBEs, MBEs, and WBEs and reviewing their qualifications to participate in the Project;
- D. updating Developer and its agents on current or proposed affirmative action legislation that may affect the Project;
- E. recommending contract specific goals, as appropriate;
- F. providing assistance in pre-award activities, such as provision of model or example Project Utilization Plans and work segmentation;
- G. reviewing Developer, Contractor, and subcontractor performance and LBE/MBE/WBE participation on the Project;
- H. providing advice relative to utilization and compliance matters;
- I. conducting compliance reviews and audits of LBE/MBE/WBE participation;
- J. evaluating requests for substitutions, additions, and deletions;
- K. assisting Developer and its agents in addressing issues related to the goals and procedures set forth in this Exhibit;
- L. reviewing payments to subcontractors, as documented by monthly reports submitted by Developer;
- M. reviewing complaints from LBEs, MBEs WBEs, Contractors, subcontractors, and any other interested persons regarding these goals and procedures;
- N. assisting in Developer's development of forms to document compliance with these procedures; and
- O. reviewing and approving utilization plans and contract award submittals.

V. DEVELOPER COMPLIANCE RECORDS AND REPORTS.

A. RECORDS.

Developer shall maintain those records as may reasonably be required to demonstrate compliance with (and/or its Best Efforts to comply with) the goals and procedures set forth in this Exhibit. These records shall be available to the UG upon reasonable notice.

B. DEVELOPMENT AND PROJECT UTILIZATION PLAN REPORTS.

Developer shall update the Project Utilization Plan quarterly on the forms attached hereto as Attachments B and C or another form provided or approved by the UG and shall include information requested thereon. In addition, each quarterly report shall include the following 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 WBE and a brief description of the work to be performed by each. Developer also shall document the change orders to contracts awarded in each quarterly report.

C. REMEDIES.

If Developer should fail to provide a Report required by this Exhibit, and fail to cure such failure within thirty (30) days after receipt of written notice from the UG specifying such failure, then such failure to cure shall constitute an event of default and the UG shall have those remedies set forth in Section 9.2 of the Agreement. In addition, the UG shall have the right to stop processing draw requests until Developer complies with reporting requirements.

If, after reviewing Developer's Reports, the UG believes that the participation goals contained in this Exhibit have not been met, and that the Best Efforts described herein have not been met, then the UG shall inform Developer of this determination in writing. If, within thirty (30) days following its receipt of said written determination from the UG, Developer fails to demonstrate to the UG's reasonable satisfaction that either: (i) the goals contained in this Exhibit have been met; or (ii) the goals contained in this Exhibit may not have been met but the Best Efforts described herein have been met, then the UG shall have the right to reduce the TIF Cap and CID Cap by an amount equal to 2.5% (applied separately to Construction and Professional Services) as the UG's sole and exclusive remedy for such failure. The UG shall also have the right to renegotiate LBE, MBE, and WBE goals for future construction projects.

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

KC THE YARDS 2, LLC

By: _____
Douglas G. Bach
County Administrator
Date: _____, 2020

By: _____
Name: _____
Title: _____
Date: _____, 2020

Attachment A

Unified Government

Date: _____

Project Utilization Plan

Project Name: _____

Bid Package	Estimated Contract Value	Estimated LBE Value	Estimated LBE %	Estimated MBE Value	Estimated MBE %	Estimated WBE Value	Estimated WBE %	Total Combined Value	Total Combined %
DIVERSITY TOTAL	0			0	#DIV/0!	0	#REF!		

Attachment B

LBE/MBE/WBE Utilization Report

LBE/MBE/WBE - UTILIZATION REPORT CONSTRUCTION											Month, Year
APPLICABLE TRADES					Total by Classification		Goal 0.00%	LBE 0.00%	MBE 0.00%	WBE 0.00%	Actual 0.00%
Discipline	Subcontractor/Supplier Name	Original Contract Value	Change In Contract Value	Total Contract (Excluding CCIP)	LBE		MBE		WBE		Certifying Agency or Local Zip Code
					\$	%	\$	%	\$	%	
Bid Package #1											
Bid Package #2											
Bid Package #3											
Bid Package #4											
Bid Package #5											
Total Applicable Contract Volume Awarded To Date					\$	%	\$	%	\$	%	
					TOTAL - LBE		TOTAL - MBE		TOTAL - WBE		

Attachment C

LBE/MBE/WBE COMPLIANCE

SUMMARY REPORT

EXPENDITURES FOR REPORTING PERIOD

GOODS SUPPLIES and OTHER SERVICES	Total	Class	Percent	Comments
Total \$ Awarded				
Total \$ Expended				
Total \$ MBE		% MBE		
Total \$ WBE		%WBE		
Total \$ M/WBE		%M/WBE		

MINORITY AND WOMEN EMPLOYEES

List the name, address, trade, classification, date hired, sex and ethnic origin for each minority/women employed by your company.

Name & Address	Trade	Classification	Date Hired	Sex	Ethnic Origin

--	--	--	--	--	--

(Published in *The Wyandotte Echo* on August 20, 2020)

ORDINANCE NO. O-____-20

**AN ORDINANCE MAKING FINDINGS AND ESTABLISHING A
REDEVELOPMENT DISTRICT PURSUANT TO K.S.A. 12-1770 ET SEQ., AND
AMENDMENTS THERETO.**

WHEREAS, pursuant to the provisions of K.S.A. 12-1770 *et seq.*, as amended (the “Act”), the Unified Government of Wyandotte County/Kansas City, Kansas (the “Unified Government”) is authorized to establish redevelopment districts within a defined area of the Unified Government which is an area within the Unified Government that was designated as an enterprise zone prior to July 1, 1992, and is therefore an “eligible area” as said term is defined in the Act; and

WHEREAS, the Board of Commissioners of the Unified Government (the “Governing Body”) adopted Resolution No. R-41-20 on July 9, 2020, calling for a public hearing considering the establishment of a redevelopment district to be held by the Governing Body on August 13, 2020; and

WHEREAS, notice of the public hearing was given as required by the Act; and

WHEREAS, the public hearing was held on August 13, 2020 and closed on the same day.

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

SECTION 1. The Governing Body hereby finds that the real property described in **Exhibits A and B** (the “Redevelopment District”) attached hereto is an eligible area for being designated as a redevelopment district pursuant to the Act because the real property is an area within the Unified Government that was designated as an enterprise zone prior to July 1, 1992.

SECTION 2. The Governing Body hereby finds that the real property described in **Exhibits A and B** includes only areas designated in the notice of public hearing given as required by the Act and Resolution No. R-41-20, and that all required notices under the Act were properly and timely given.

SECTION 3. The Governing Body hereby finds that the conservation, development or redevelopment of the Redevelopment District is necessary to promote the general and economic welfare of the Unified Government.

SECTION 4. The Governing Body hereby establishes the Redevelopment District, which shall consist of four (4) project areas depicted on the map attached hereto as **Exhibit A**. The district plan is hereby approved as follows, without limitation:

Project Area 1 (The Yards II). One or more buildings to be utilized for multifamily residential uses, commercial uses, mixed use commercial retail, restaurant uses, and any other commercial structure or use (including but not limited to, office, non-profit, governmental, or community use), and including such associated site work, infrastructure, utilities, storm water control, access, street improvements, landscaping, lighting, parking facilities (including parking garages), courtyards, other associated and appurtenant structures and facilities, and any other items allowable under the Act.

Project Area 2 (Levee Park). Commercial uses, mixed use commercial retail, restaurant uses, and any other commercial structure or use (including but not limited to, office, non-profit, governmental, or community use), and including such associated site work, infrastructure, utilities, storm water control, access, street improvements, landscaping, lighting, parking facilities (including parking garages), courtyards, other associated and appurtenant structures and facilities, and any other items allowable under the Act.

Project Area 3 (Haw Development). One or more buildings to be utilized for multifamily residential uses, commercial uses, mixed use commercial retail, restaurant uses, and any other commercial structure or use (including but not limited to, office, non-profit, governmental, or community use), and including such associated site work, infrastructure, utilities, storm water control, access, street improvements, landscaping, lighting, parking facilities (including parking garages), courtyards, other associated and appurtenant structures and facilities, and any other items allowable under the Act.

Project Area 4 (Rock Island Bridge). Commercial uses, mixed use commercial retail, restaurant uses, and any other commercial structure or use (including but not limited to, office, non-profit, governmental, or community use), and including such associated site work, infrastructure, utilities, storm water control, access, street improvements, landscaping, lighting, parking facilities (including parking garages), courtyards, other associated and appurtenant structures and facilities, and any other items allowable under the Act.

SECTION 5. The Mayor/CEO, 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 Ordinance.

SECTION 6. This Ordinance shall take effect and be in force from and after its passage and publication as provided by law.

**PASSED BY THE UNIFIED GOVERNMENT BOARD OF
COMMISSIONERS THIS 13TH DAY OF AUGUST, 2020.**

Mayor/CEO

(SEAL)

Unified Government Clerk

EXHIBIT A

MAP OF PROPOSED REDEVELOPMENT DISTRICT



EXHIBIT B

LEGAL DESCRIPTION OF REDEVELOPMENT DISTRICT

A PORTION OF LOT 1 OF FRACTIONAL SECTION 14, TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS, AS LOCATED BY SILAS ARMSTRONG, ACCORDING TO THE OFFICIAL GOVERNMENT PLAT FILED IN THE DISTRICT LAND OFFICE AT LECOMPTON, KANSAS TERRITORY IN FEBRUARY 1858; SAID LAND ALSO BEING PORTIONS OF TRACTS 1, 2, 3 AND 4 AS SHOWN ON THE PLAT OF PARTITION IN DISTRICT COURT CASE NO. 911 IN 1867 AND A PORTION OF THE NORTH 40 ACRE TRACT AS SHOWN ON THE PLAT OF PARTITION IN DISTRICT COURT CASE NO. 1066 IN 1869, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NOTE: BEARINGS STATED IN THE FOLLOWING DESCRIPTION ARE ORIENTED TO GRID NORTH, MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM 1983.

BEGINNING AT A POINT ON THE KANSAS/MISSOURI STATE LINE, SAID POINT BEING 2162.94 FEET SOUTH OF THE NORTHEAST CORNER OF SAID FRACTIONAL SECTION 14 AND 1016.21 NORTH OF THE SOUTHWEST CORNER OF FRACTIONAL SECTION 6, TOWNSHIP 49 NORTH, RANGE 33 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN KANSAS CITY, JACKSON COUNTY, MISSOURI, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF GATEWAY 2000 - KANSAS, A SUBDIVISION OF LAND IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS; THENCE NORTH 87 DEGREES 58 MINUTES 19 SECONDS WEST 835.11 FEET, ALONG THE SOUTH LINE OF SAID GATEWAY 2000 - KANSAS, TO A POINT ON THE UNITED STATES HARBOR LINE WHICH IS A CURVE CONCAVE TO THE EAST AND TO WHICH POINT A RADIAL LINE BEARS NORTH 66 DEGREES 17 MINUTES 58 SECONDS EAST; THENCE SOUTHERLY 149.84 FEET, ALONG SAID HARBOR LINE AND SAID CURVE TO THE LEFT HAVING A RADIUS OF 2570.20 FEET AND A CENTRAL ANGLE OF 3 DEGREES 20 MINUTES 25 SECONDS; THENCE SOUTH 27 DEGREES 02 MINUTES 27 SECONDS EAST 314.59 FEET, ALONG SAID HARBOR LINE, TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE SOUTHERLY 1021.96 FEET, ALONG SAID HARBOR LINE AND SAID CURVE TO THE RIGHT HAVING A RADIUS OF 5729.68 FEET AND A CENTRAL ANGLE OF 10 DEGREES 13 MINUTES 10 SECONDS; THENCE SOUTH 16 DEGREES 49 MINUTES 25 SECONDS EAST 262.70 FEET, ALONG SAID HARBOR LINE, TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE SOUTHERLY 288.90 FEET, ALONG SAID HARBOR LINE AND SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1910.08 FEET AND A CENTRAL ANGLE OF 8 DEGREES 39 MINUTES 69 SECONDS, TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD (NOW ABANDONED); THENCE SOUTH 87 DEGREES 27 MINUTES 18 SECONDS EAST 98.27 FEET, ALONG SAID NORTH RIGHT-OF-WAY LINE, TO A POINT ON THE KANSAS/MISSOURI STATE LINE AND THE WEST RIGHT-OF-WAY LINE OF AMERICAN ROYAL DRIVE, AS NOW ESTABLISHED; THENCE NORTH 00 DEGREES 17 MINUTES 16 SECONDS EAST 854.18 FEET, ALONG SAID STATE LINE, TO THE SOUTHWEST CORNER OF SAID FRACTIONAL SECTION 6, TOWNSHIP 49 NORTH, RANGE 33 WEST; THENCE NORTH 00 DEGREES 17 MINUTES 41 SECONDS EAST 1016.21 FEET, ALONG SAID STATE LINE, TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED.



Staff Request for Commission Action

Tracking No. 20306

Full Commission Meeting Date: 8/13/2020

Committee: Full Commission

Date of Standing Committee Action:

(If none, please explain): R-9-20 approved sale resolution and R-47-20/O-37-20 authorized the new money portion

Publication Required: Yes 8/20/2020

<u>Date:</u>	<u>Contact Name:</u>	<u>Contact Phone:</u>	<u>Contact Email:</u>	<u>Department/Division:</u>
8/6/2020	Kathleen VonAchen	x5186	kvonachen@wycokck.org	Finance

Item Description:

An ordinance authorizing and providing for the issuance of general obligation refunding and improvement bonds, series 2020-B, and a resolution prescribing the form and details of and authorizing and directing the sale and delivery of the bonds, submitted by Kathleen VonAchen, Chief Finance Officer.

Action Requested:

Approval

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

2020 Fall Financing GO-Temp Notes-COMMISSIONERS-08.13.20-Packet-08.07.20, Bond Ordinance and Resolution (UG GOB 2020-B)

FALL 2020 REFINANCING BONDS & TEMPORARY NOTES

CREDIT RATING REPORTS & REFINANCING SAVINGS

***Unified Government of Wyandotte County & Kansas City, Kansas
BOARD OF COMMISSIONERS MEETING AUGUST 13, 2020***

***PRELIMINARY REFINANCING SAVINGS ESTIMATES BASED ON
BAKER TILLY ANALYSIS DATED JULY 15, 2020***



- | | |
|--------------|--|
| July 16 | ◆ Commission approved bond resolutions |
| July 30 | ◆ Standard & Poor's presentation |
| August 4 | ◆ Moody's Investor Services presentation |
| August 7 | ◆ Received credit rating reports |
| August 7 | ◆ Published the Preliminary Official Statement (POS) |
| August 10 | ◆ Investor conference call and Q&A |
| August 13 | ◆ Bond/note sale and Commission approval |
| August 20 | ◆ Publish the Final Official Statement (FOS) |
| September 17 | ◆ Closing and settlement of bond proceeds |

S&P: AA (Outlook: Stable) – August 7, 2020

- Very strong management with strong financial policies and practices
- **Weak** budgetary performance, with minimal growth in General Fund reserves over the prior two years and estimated declines in future two years, in addition to applying the event risk adjustment related to COVID-19
- Very strong budgetary flexibility with an available fund balance in fiscal 2019 of 20% operating expenditures
- Very strong liquidity
- Weak economy, with market value per capita of \$56,890 and projected per capita effective buying income at 61.4%, but that is benefiting from access to a broad and diverse MSA;
- Very weak debt and contingent liability profile, with debt service carrying charges at 21% of expenditures and net direct debt that is 243% of total governmental fund revenue, as well as high overall net debt at greater than 10% of market value and a large pension and other postemployment benefit (OPEB) obligation

S&P: AA (Outlook: Stable) – August 7, 2020 - Report Comments

*“We believe the recession will test management’s ability to maintain very strong reserves during the next few fiscal years. While the UG conservatively projected a 22% loss in sales tax revenue at the beginning of the pandemic and drawing reserves in fiscal 2020 to 15% of expenditures and in fiscal 2021 to 12% of expenditures, we believe actual results may end the year somewhat stronger as a result of recent monthly data showing sales tax revenue performing better than projected. We also note that the UG’s minimum two months of expenditures reserve policy has a replenishment feature that requires a plan to be developed should reserves fall below the two-month minimum and included in the formulation of the five-year forecast presented during the annual budget process. **Should reserves not be restored within a reasonable timeframe, we could consider lowering the rating.**”*

*“We believe budgetary performance could temporarily weaken with a prolonged recession, but management has identified cost-control options that it can utilize through fiscal 2021. We also think the UG's core economic structure and participation in the broad and diverse Kansas City metropolitan statistical area (MSA) will likely contribute to overall rating stability. Therefore, we do not expect to change our rating during the next few years. Although our outlook is generally for two years, **we recognize the potential for downside risk because of COVID-19 and the related recession during the next six to 12 months.**”*

Moody's: A1 (Outlook: Stable) – August 7, 2020 – Report and Comments

*“We regard the coronavirus outbreak as a social risk under our ESG framework, given the substantial implications for public health and safety. We do not see any material immediate credit risks for the UG given the material support provided to local governments via the state’s CARES Act funding. **However, the situation surrounding coronavirus is rapidly evolving and the longer term impact will depend on both the severity and duration of the crisis. If our view of the credit quality of the UG changes, we will update our opinion at that time.**”*

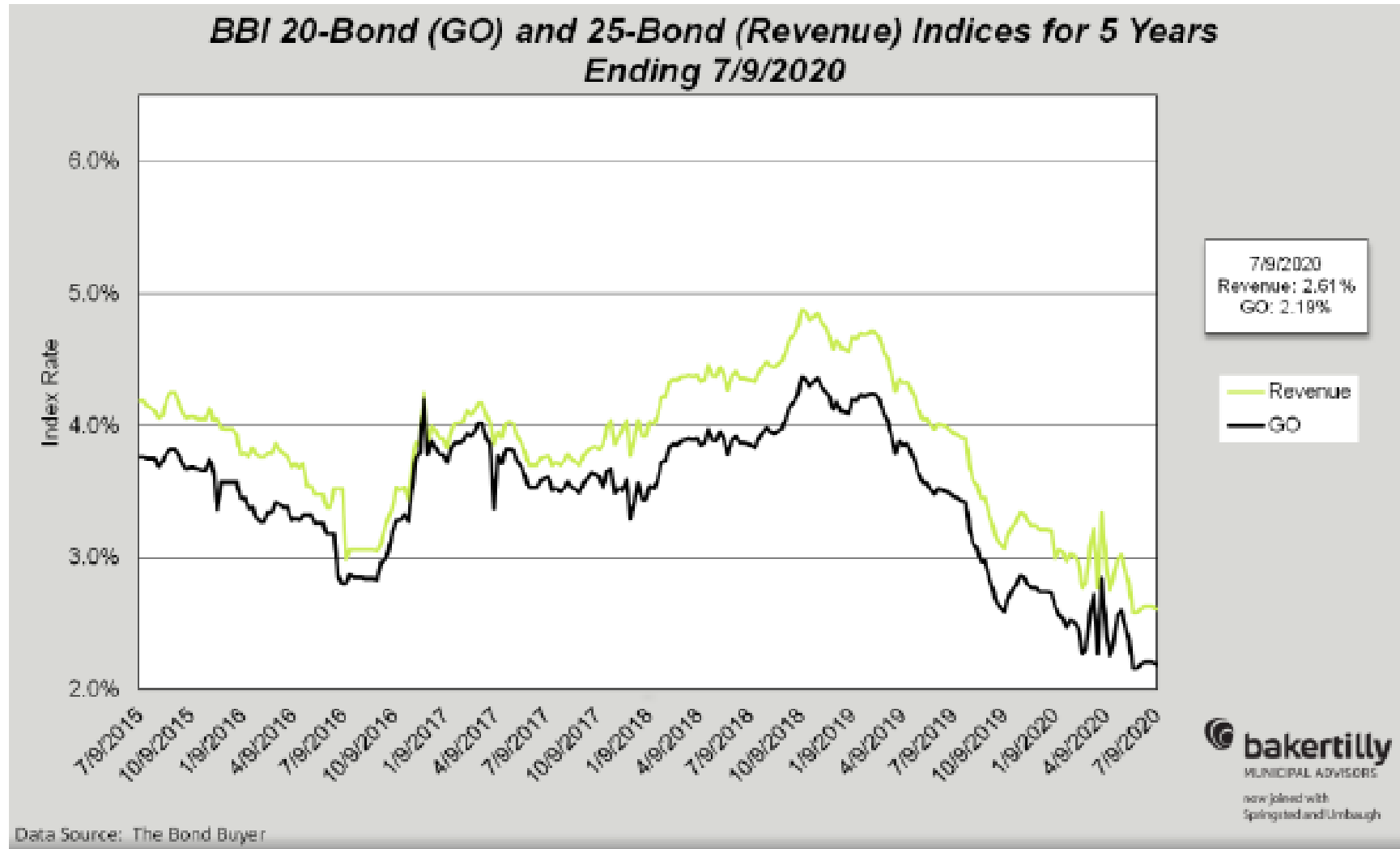
Credit strengths

- Material improvement of operating reserves
- Large tax base that services as a regional economic center
- Strengthened financial policies

Credit challenges

- Elevated fixed costs comprised of outsized debt and pension burdens
- Extensive ongoing capital needs for citywide deferred maintenance and sewer EPA consent decree
- Below average resident income levels

BOND BUYER INDEX – INTEREST RATE TRENDS



Performance of the tax-exempt market is often measured by the Bond Buyer's Index ("BBI") which measures the yield of municipal bonds in the:

- 20th year for general obligation bonds rated Aa2 by Moody's or AA by S&P (the BBI 20-Bond GO Index), and
- 30th year for revenue bonds rated A1 by Moody's or A+ by S&P (the BBI 25-Bond Revenue Index).



SALE RESOLUTIONS AND PROJECT AUTHORIZATIONS

Full Commission, Special Meeting, July 16, 2020: Items No. 2 and No. 3

Resolution R-49-20: Authorizing the offering for sale of municipal temporary notes and general obligation improvement and refunding all of prior Series 2010-C, 2010-D, 2010-F, 2010-H and 2011-A bonds.

Home Rule Resolution R-48-20: Authorizing the acquisition and implementation of an enterprise resource planning system to serve the county; authorizing the issuance of general obligation bonds of the Unified Government to finance the costs of the same; and authorizing the offering for sale of municipal temporary notes of the County to finance the costs of the same.

Tonight's Full Commission Proposed Action, August 13, 2020

1. Ordinance and Resolution authorizing issuance of General Obligation Refunding and Improvement Bonds, Series 2020-B
2. Ordinance and Resolution authorizing issuance of Taxable General Obligation Refunding Bonds, Series 2020-C
3. Ordinance and Resolution authorizing issuance of Taxable Special Obligation Annual Appropriation Refunding Bonds, Series 2020-D
4. Resolution authorizing issuance of Municipal Temporary Notes, Series 2020-II
5. Resolution authorizing issuance of Municipal Temporary Notes, Series 2020-III (County ERP Project)



RATIONALE *[Based on Baker Tilly Analysis dated 7/15/2020]*

- **Refinancing** \$41 million in outstanding bonds issued in 2010 and 2011
 - Interest cost savings (net present value benefit) estimated at \$4.4 million, or 8.6% below current debt service; Exceeds 3% Debt Policy parameter
 - Annual Debt Service average of \$4.6 million compared to current \$5.0 million, avg. saving \$400,000 per year
 - No change to maturity length
 - Negotiated Sale to focus on communicating with investors on COVID-19 impacts, with Royal Bank of Canada (RBC) as underwriter/investment bank
- **New money financing** of \$3.4 million in capital improvements
 - Previously budgeted in 2020 Original Budget as cash-funded, structured with repayment over future 5 years
- **1 to 3-month temporary notes** (pending) financing \$5.2 million portion of the \$7 million ERP Solutions project total
 - \$3.3 million from City B&I Fund and \$1.9 million from County B&I Fund, plus cost of issuance; Remaining \$1.8 million from other sources
 - Return on Investment (ROI) for ERP Project estimated at \$5 million annually after implementation



PURPOSE AND ESTIMATED NET SAVINGS – SERIES 2020-B

- Refund all bonds outstanding that previously financed the various UG street, bridge, sewer, water and other public improvements in order to provide net present value savings in excess of 3% due to:
 - a) shorten maturities resulting in lower interest rates, and
 - b) capture lower interest rate trends in the current market.

<u>Current Bonds</u>	<u>Series</u>	<u>Issuance Date</u>	<u>Original Issuance</u>	<u>Prior Average Coupon</u>	<u>Remaining Years</u>	<u>Outstanding Balance</u>	<u>Net Present Value</u>
Taxable GO Bonds	2010-C	2/26/2010	\$7,770,000	5.22%	2021 to 2030	\$4,685,000	6.78%
Taxable GO Bonds	2010-D	2/26/2010	\$19,415,000	5.15%	2021 to 2030	\$12,335,000	8.86%
Taxable GO Bonds	2010-F	12/16/2010	\$10,785,000	5.17%	2021 to 2030	\$6,900,000	6.75%
New Money: Previously cash-funded 2020 projects						\$3,400,000	

<u>Refunding</u>	<u>Series</u>	<u>Issuance Date</u>	<u>True Interest Cost</u>	<u>Years</u>	<u>Refunding Amount *</u>
Tax-Exempt GO Improvements & Refunding Bonds	2020-B	9/17/2020	1.4%	2021 to 2031	\$25,500,000

Based on Baker Tilly Analysis dated 7/15/2020

* Estimate par of \$25.5 million amt above includes estimated premium and COI



BONDS - PREVIOUSLY CASH FUNDED 2020 PROJECTS

CMIP	Project Name	Project Costs to be Financed
3304	Pavement Marking & Signing Program	\$50,000
7301	Bonded Technology Projects	\$431,000
7305	Upgrade Land Management System	\$374,000
7306	Online Permitting & Electronic Plan Review	\$150,000
7307	Timekeeping Upgrades / Integrations	\$58,000
7404	Bonded Equipment	\$2,275,000
8217	Salt Dome Repairs	\$60,000
	Total Project Costs	\$3,398,000

Permanent bond financing incorporated in the refinanced Series 2020-B bonds with debt service structured for pay-off in the first 5 years at estimated 1.2% interest rate.



PURPOSE AND ESTIMATED NET SAVINGS – SERIES 2020-C & 2020-D

- Refund all bonds outstanding that previously financed the various public improvements in order to provide net present value savings in excess of 3% due to:
 - a) shorten maturities resulting in lower interest rates, and
 - b) capture lower interest rate trends in the current market.

<u>Current Bonds</u>	<u>Series</u>	<u>Issuance Date</u>	<u>Original Issuance</u>	<u>Prior Average Coupon</u>	<u>Remaining Years</u>	<u>Outstanding Balance</u>	<u>Net Present Value</u>
Tax-exempt GO Bonds	2011-A	2/24/2011	\$18,500,000	4.35%	2020 to 2021	\$12,330,000	7.65%
Tax-exempt Annual Appropriation Bonds	2010-H	2/24/2011	\$7,725,000	5.75%	2020 to 2031	\$5,450,000	13.74%

<u>Refunding</u>	<u>Series</u>	<u>Issuance Date</u>	<u>True Interest Cost</u>	<u>Years</u>	<u>Refunding Amount *</u>
Taxable GO Advanced Refunding Bonds	2020-C	9/17/2020	2.10%	2021 to 2031	\$13,045,000
Taxable Special Obligation Annual Appropriation Bonds	2020-D	9/17/2020	2.29%	2020 to 2031	\$5,775,000

Based on Baker Tilly Analysis dated 7/15/2020

* Estimate par amts above includes estimated advance refunding escrow, premium and COI



TEMPORARY NOTES - ERP SOLUTIONS PROJECT

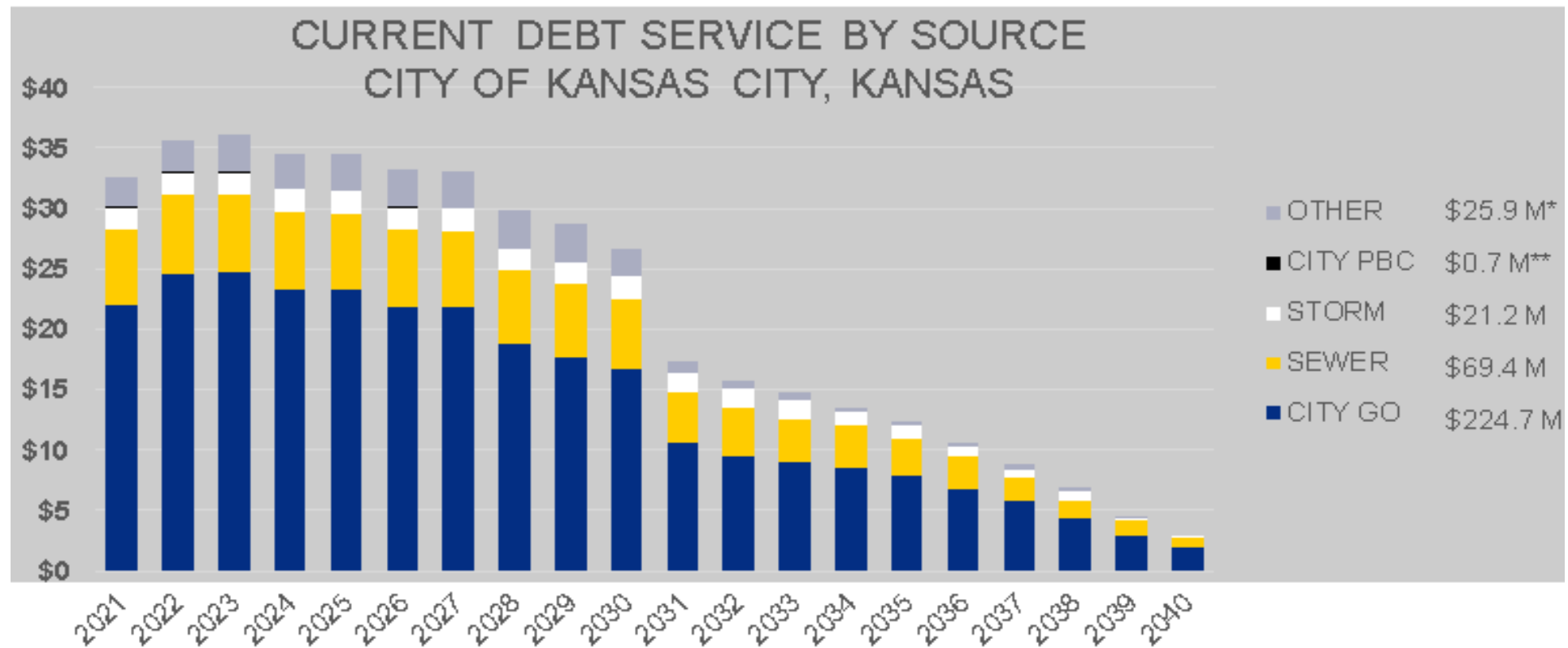
CMIP	Enterprise Resource Planning (ERP) Solutions Project	Project Funding
7304	City Bond & Interest Fund	\$3,323,647
7304	County Bond & Interest Fund	\$1,910,994
	<i>Subtotal for 1 to 3-month Temp Notes Financing</i>	\$5,234,641
7304	Non-General Fund department contributions	\$1,510,359
Various	Shift outstanding related-projects' prior funding	\$280,000
	Total Project Funding	\$7,025,000

Funding allocation across all UG departments based on number of FTE budgeted in each operating fund. Financing portion to be paid off in 1 to 3-month (pending) utilizing available reserves with an estimated interest rate of 1% or less (pending). Private placement temporary note with UMB Bank as the investor.



CITY OF KANSAS CITY, KS GF-BACKED OUTSTANDING BONDED DEBT

- Outstanding General Fund-backed debt of \$341.9 Million
- \$117.2 Million, or 34.3%, have dedicated revenue streams outside the General Fund tax revenue base



*Includes Electric Utility, TIF, Levee

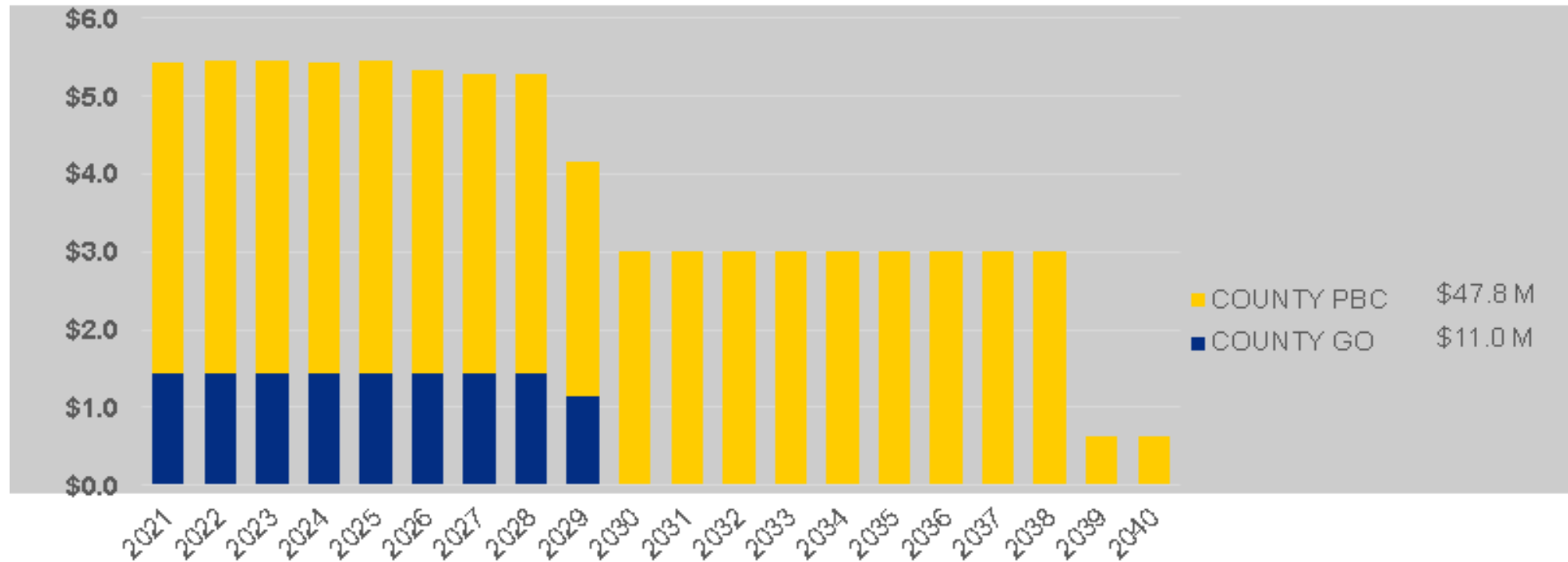
**Excludes PBC Series 2016-A (BPU Office Building) entirely paid from Electric Utility revenues. Current outstanding amount \$0.7M



WYANDOTTE COUNTY GF-BACKED OUTSTANDING BONDED DEBT

- Outstanding General Fund-backed debt of \$58.8 Million
- \$47.9 Million, or 81.5%, have dedicated revenue streams outside the General Fund tax revenue base

CURRENT DEBT SERVICE BY SOURCE
WYANDOTTE COUNTY / PBC



*Includes portions of County GO & County PBC paid from Electric Utility revenue



Approve bond ordinance and resolutions, and note resolutions

ORDINANCE NO. 0-20

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020-C, OF THE UNITED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, FOR THE PURPOSE OF PROVIDING FUNDS TO REFUND A PORTION OF THE CITY'S OUTSTANDING GENERAL OBLIGATION BONDS; 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; AUTHORIZING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION WITH THE ISSUANCE OF SAID BONDS; AND MAKING CERTAIN COVENANTS 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 of Kansas as a consolidated city-county having all the powers, functions and duties of a city of the first class, and

WHEREAS, pursuant to Charter Ordinance No. 00-03-09 of the Issuer 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 certain improvements (the "Improvements") to be made in the Unified Government (such as the Unified Government on this date, and are hereinafter referred to as the "Improvements"), and

WHEREAS, the Unified Government previously issued and has outstanding the Refunded Bonds, reduce debt service requirements of the Unified Government for certain years, and provide an orderly plan of finance for the Unified Government, it has become desirable and in the best interest of the Unified Government and its inhabitants to refund the Refunded Bonds;

WHEREAS, in order to achieve interest cost savings through early redemption of the Refunded Bonds, reduce debt service requirements of the Unified Government for certain years, and provide an orderly plan of finance for the Unified Government, it has become desirable and in the best interest of the Unified Government and its inhabitants to refund the Refunded Bonds;

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

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 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. 10-427 et seq., K.S.A. 10-620 et seq., all as amended and supplemented from time to time.

"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" or "Bond" means the Bond and Interest Fund of the Unified Government 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" or "Bond" means the Bond and Interest Fund of the Unified Government obligation bonds.

"Bonds" or "Bond" means the Bond and Interest Fund of the Unified Government obligation bonds.

ORDINANCE NO. 0-20

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF TAXABLE SPECIAL OBLIGATION REFUNDING BONDS, SERIES 2020-D, OF THE UNITED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, AUTHORIZING AND APPROVING THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS.

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 of Kansas as a consolidated city-county having all the powers, functions and duties of a city of the first class, and

WHEREAS, the Unified Government previously issued and has outstanding the Refunded Bonds, reduce debt service requirements of the Unified Government for certain years, and provide an orderly plan of finance for the Unified Government, it has become desirable and in the best interest of the Unified Government and its inhabitants to refund the Refunded Bonds;

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

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 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. 10-427 et seq., K.S.A. 10-620 et seq., all as amended and supplemented from time to time.

"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" or "Bond" means the Bond and Interest Fund of the Unified Government obligation bonds.

"Bonds" or "Bond" means the Bond and Interest Fund of the Unified Government obligation bonds.

"Bonds" or "Bond" means the Bond and Interest Fund of the Unified Government obligation bonds.

RESOLUTION NO. 0-20

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF MUNICIPAL TEMPORARY NOTES, SERIES 2020-J, OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION WITH THE ISSUANCE OF SAID NOTES THEREOF; AND AUTHORIZING CERTAIN COVENANTS AND ACTIONS CONNECTED THEREWITH.

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the "Issuer") is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State of Kansas as a consolidated city-county having all the powers, functions and duties of a county and a city of the first class, and

WHEREAS, for purposes of adopting this resolution, the Issuer is acting in its capacity as a county, and

WHEREAS, pursuant to the provisions of the laws of the State of Kansas applicable thereto, by proceedings duly had, the governing body of the Issuer has caused the following improvements (the "Improvements") to be made in the Unified Government, to-wit:

Description	Est. No.	Authority	Estimated Cost
Enterprise Resource Planning System	R-48-20	K.S.A. 19-101a	\$1,910,094

WHEREAS, the governing body of the Issuer is authorized by law to issue general obligation bonds to pay a portion of the costs of the Improvements; and

WHEREAS, it is necessary for the Issuer to provide cash funds (from time to time) to meet its obligations incurred in constructing the Improvements prior to the completion thereof and the issuance of the Issuer's general obligation bonds, and it is desirable and in the interest of the Issuer that such funds be raised by the issuance of temporary notes of the Issuer pursuant to the Act, and

WHEREAS, none of such temporary notes previously authorized have been issued and the Issuer proposes to issue its temporary notes to pay a portion of the costs of the Improvements, and

WHEREAS, the governing body of the Issuer hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Note in the principal amount of \$[PRINCIPAL AMOUNT] to pay a portion of the costs of the Improvements.

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

RESOLUTION NO. 0-20

RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF MUNICIPAL TEMPORARY NOTES, SERIES 2020-J, OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION WITH THE ISSUANCE OF SAID NOTES THEREOF; AND AUTHORIZING CERTAIN COVENANTS AND ACTIONS CONNECTED THEREWITH.

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the "Issuer") is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State of Kansas as a consolidated city-county having all the powers, functions and duties of a county and a city of the first class, and

WHEREAS, for purposes of adopting this resolution, the Issuer is acting in its capacity as a county, and

WHEREAS, pursuant to the provisions of the laws of the State of Kansas applicable thereto, by proceedings duly had, the governing body of the Issuer has caused the following improvements (the "Improvements") to be made in the Unified Government, to-wit:

Description	Est. No.	Authority	Estimated Cost
Enterprise Resource Planning System	R-48-20	K.S.A. 19-101a	\$1,910,094

WHEREAS, the governing body of the Issuer is authorized by law to issue general obligation bonds to pay a portion of the costs of the Improvements; and

WHEREAS, it is necessary for the Issuer to provide cash funds (from time to time) to meet its obligations incurred in constructing the Improvements prior to the completion thereof and the issuance of the Issuer's general obligation bonds, and it is desirable and in the interest of the Issuer that such funds be raised by the issuance of temporary notes of the Issuer pursuant to the Act, and

WHEREAS, none of such temporary notes previously authorized have been issued and the Issuer proposes to issue its temporary notes to pay a portion of the costs of the Improvements, and

WHEREAS, the governing body of the Issuer hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Note in the principal amount of \$[PRINCIPAL AMOUNT] to pay a portion of the costs of the Improvements.

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



Gilmore & Bell, P.C.
August 6, 2020

UG GO BONDS SERIES 2020-B

- A. Excerpt of Minutes of Meeting approving sale, approving Ordinance/Bond Resolution
- B. Ordinance
- C. Summary Ordinance
- D. Bond Resolution

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS
HELD ON AUGUST 13, 2020**

The governing body met in regular session at the usual meeting place in the Unified Government, at 7:00 p.m., the following members being present and participating, to-wit:

Present:

Absent:

The Mayor/CEO declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

Thereupon, there was presented an Ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION IMPROVEMENT AND REFUNDING BONDS, SERIES 2020-B, OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, FOR THE PURPOSE OF PROVIDING FUNDS TO REFUND A PORTION OF THE CITY'S OUTSTANDING GENERAL OBLIGATION BONDS; 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; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

Thereupon, Commissioner _____ moved that said Ordinance be passed. The motion was seconded by Commissioner _____. Said Ordinance was duly read and considered, and upon being put, the motion for the passage of said Ordinance was carried by the vote of the governing body, the vote being as follows:

Yea:

Nay:

Thereupon, the Mayor/CEO declared said Ordinance duly passed and the Ordinance was then duly numbered Ordinance No. O-____-20, was signed and approved by the Mayor/CEO and attested by the Clerk and was directed to be published one time in the official newspaper of the Unified Government.

Thereupon, there was presented a Resolution entitled:

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION IMPROVEMENT AND REFUNDING BONDS, SERIES 2020-B, OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. O-____-20 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.**

Thereupon, Commissioner _____ moved that said Resolution be adopted. The motion was seconded by Commissioner _____. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea:

Nay:

Thereupon, the Mayor/CEO declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. R-____-20 and was signed by the Mayor/CEO and attested by the Clerk.

* * * * *

(Other Proceedings)

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the Unified Government of Wyandotte County/Kansas City, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

ORDINANCE NO. O-__-20

OF

THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

PASSED

AUGUST 13, 2020

**GENERAL OBLIGATION IMPROVEMENT AND REFUNDING BONDS
SERIES 2020-B**

ORDINANCE NO. O-__-20

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION IMPROVEMENT AND REFUNDING BONDS, SERIES 2020-B, OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, FOR THE PURPOSE OF PROVIDING FUNDS TO REFUND A PORTION OF THE CITY'S OUTSTANDING GENERAL OBLIGATION BONDS; 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; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS 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 Issuer 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 certain improvements (the "Improvements") to be made in the Unified Government (such improvements and any Substitute Improvements are further described in a resolution adopted by the governing body of the Unified Government on this date, and are hereinafter referred to as the "Improvements"); and

WHEREAS, the Unified Government previously issued and has outstanding the Refunded Bonds and is authorized by K.S.A. 10-427 *et seq.* to issue general obligation refunding bonds of the Unified Government for the purpose of refunding the Refunded Bonds; and

WHEREAS, in order to achieve interest cost savings through early redemption of the Refunded Bonds, reduce debt service requirements of the Unified Government for certain years, and provide an orderly plan of finance for the Unified Government, it has become desirable and in the best interest of the Unified Government and its inhabitants to refund the Refunded 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. 10-427 *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.

“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” or **“Bond”** means the Unified Government’s General Obligation Improvement and Refunding Bonds, Series 2020-B, dated September 17, 2020, authorized by this Ordinance.

“Clerk” means the duly appointed and acting Clerk of the Unified Government or, in the Clerk’s absence, the duly appointed Deputy, Assistant or Acting Clerk.

“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.

“Refunded Bonds” means collectively: (a) the Series 2010-C Bonds maturing in the years 2021 to 2030, inclusive, in the aggregate principal amount of \$4,685,000; (b) the Series 2010-D Bonds maturing in the years 2021 to 2030, inclusive, in the aggregate principal amount of \$12,335,000; and (c) the Series 2010-F Bonds maturing in the years 2021 to 2030, inclusive, in the aggregate principal amount of \$6,900,000.

“Refunded Bonds Redemption Date” means October 1, 2020.

“Series 2010-C Bonds” means the Unified Government’s Taxable General Obligation Improvement Bonds (Recovery Zone Economic Development Bonds – Direct Pay), Series 2010-C, dated February 26, 2010.

“Series 2010-D Bonds” means the Unified Government’s Taxable General Obligation Improvement Bonds (Build America Bonds – Direct Pay), Series 2010-D, dated February 26, 2010.

“Series 2010-F Bonds” means the Unified Government’s Taxable General Obligation Improvement Bonds (Recovery Zone Economic Development Bonds – Direct Pay), Series 2010-F, dated December 16, 2010.

“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 and Refunding Bonds, Series 2020-B, of the Unified Government in the principal amount of \$[PRINCIPAL AMOUNT], for the purpose of providing

funds to: (a) fund a portion of the costs of the Improvements, (b) refund the Refunded Bonds; and (c) 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, real and personal, 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 is 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 hereafter adopted by the governing body of the Unified Government.

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.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

PASSED by the governing body of the Unified Government on August 13, 2020 and **APPROVED AND SIGNED** by the Mayor/CEO.

(SEAL)

Mayor/CEO

ATTEST:

Clerk

(PUBLISHED IN THE *WYANDOTTE ECHO* ON AUGUST 20, 2020)

SUMMARY OF ORDINANCE NO. O-_-20

On August 13, 2020, 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 AND REFUNDING BONDS, SERIES 2020-B, OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, FOR THE PURPOSE OF PROVIDING FUNDS TO REFUND A PORTION OF THE CITY'S OUTSTANDING GENERAL OBLIGATION BONDS; 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; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

The Series 2020-B Bonds approved by the Ordinance are being issued to finance certain internal improvements in the Unified Government and refund the Refunded Bonds, 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, real and personal, 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: August __, 2020.

Chief Counsel

RESOLUTION NO. R-__-20

OF

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

ADOPTED

AUGUST 13, 2020

**GENERAL OBLIGATION IMPROVEMENT AND REFUNDING BONDS
SERIES 2020-B**

TABLE OF CONTENTS

ARTICLE I DEFINITIONS

Section 101.	Definitions of Words and Terms.	1
---------------------	--	----------

ARTICLE II AUTHORIZATION AND DETAILS OF THE BONDS

Section 201.	Authorization of the Bonds	9
Section 202.	Description of the Bonds	9
Section 203.	Designation of Paying Agent and Bond Registrar	10
Section 204.	Method and Place of Payment of the Bonds	10
Section 205.	Payments Due on Saturdays, Sundays and Holidays	11
Section 206.	Registration, Transfer and Exchange of Bonds	11
Section 207.	Execution, Registration, Authentication and Delivery of Bonds	12
Section 208.	Mutilated, Lost, Stolen or Destroyed Bonds	12
Section 209.	Cancellation and Destruction of Bonds Upon Payment	13
Section 210.	Book-Entry Bonds; Securities Depository	13
Section 211.	Nonpresentment of Bonds	14
Section 212.	Preliminary and Final Official Statement	14
Section 213.	Sale of the Bonds –Bond Purchase Agreement	15

ARTICLE III REDEMPTION OF BONDS

Section 301.	No Redemption of Bonds	15
---------------------	-------------------------------	-----------

ARTICLE IV SECURITY FOR BONDS

Section 401.	Security for the Bonds	15
Section 402.	Levy and Collection of Annual Tax; Transfer to Debt Service Account	15

ARTICLE V ESTABLISHMENT OF FUNDS AND ACCOUNTS

DEPOSIT AND APPLICATION OF BOND PROCEEDS

Section 501.	Creation of Funds and Accounts	16
Section 502.	Deposit of Bond Proceeds	16
Section 503.	Application of Moneys in the Improvement Fund	16
Section 504.	Substitution of Improvements; Reallocation of Proceeds	17
Section 505.	Application of Moneys in Debt Service Account	17
Section 506.	Application of Moneys in the Rebate Fund	17
Section 507.	Deposits and Investment of Moneys	18

ARTICLE VI DEFAULT AND REMEDIES

Section 601.	Remedies	18
Section 602.	Limitation on Rights of Owners	19
Section 603.	Remedies Cumulative	19

ARTICLE VII DEFEASANCE

Section 701.	Defeasance.	19
ARTICLE VIII TAX COVENANTS		
Section 801.	General Covenants.	20
Section 802.	Survival of Covenants.	20
ARTICLE IX CONTINUING DISCLOSURE REQUIREMENTS		
Section 901.	Disclosure Requirements.	20
Section 902.	Failure to Comply with Continuing Disclosure Requirements.	20
ARTICLE X MISCELLANEOUS PROVISIONS		
Section 1001.	Annual Audit.	21
Section 1002.	Amendments.	21
Section 1003.	Notices, Consents and Other Instruments by Owners.	22
Section 1004.	Notices.	22
Section 1005.	Electronic Transactions.	23
Section 1006.	Further Authority.	23
Section 1007.	Severability.	23
Section 1008.	Governing Law.	23
Section 1009.	Effective Date.	23
EXHIBIT A – FORM OF BONDS		A-1

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

RESOLUTION NO. R-__-20

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION IMPROVEMENT AND REFUNDING BONDS, SERIES 2020-B, OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. O-__-20 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 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, the Issuer has previously issued and has Outstanding the Refunded Bonds and is authorized by K.S.A. 10-427 *et seq.* to issue general obligation refunding bonds of the Issuer for the purpose of refunding the Refunded Bonds; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Bonds to refund the Refunded 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. 10-427 *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 Payment Date” means any date on which principal of or interest on any Bond is payable.

“Bond Purchase Agreement” means the Bond Purchase Agreement dated as of August 13, 2020 between the Issuer and the Purchaser.

“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 and Refunding Bonds, Series 2020-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.

“Clerk” means the duly appointed and/or elected Clerk or, in the Clerk’s absence, the duly appointed Deputy Clerk or Acting 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.

“Costs of Issuance Account” means the Costs of Issuance Account for General Obligation Improvement and Refunding Bonds, Series 2020-B created pursuant to **Section 501** hereof.

“Dated Date” means September 17, 2020.

“Debt Service Account” means the Debt Service Account for General Obligation Improvement and Refunding Bonds, Series 2020-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.

“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 and Refunding Bonds, Series 2020-B created pursuant to **Section 501** hereof.

“Improvements” means the following improvements and any Substitute Improvements:

CMIP	Project Name	Improvement Fund Deposit*
3304	Pavement Marking & Signing Program	\$50,000
7301	Bonded Technology Projects	\$431,000
7305	Upgrade Land Management System	\$374,000
7306	Online Permitting & Electronic Plan Review	\$150,000
7307	Timekeeping Upgrades / Integrations	\$58,000
7404	Bonded Equipment	\$2,275,000
8217	Salt Dome Repairs	\$60,000
	Total	\$3,398,000

* *Excludes costs of issuance.*

“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, 2021.

“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.

“Notice Address” means with respect to the following entities:

(a) To the Issuer at:

Unified Government of Wyandotte County/Kansas City, Kansas
701 N. 7th Street
Kansas City, Kansas 66101
Fax: (913) 573-5003
Attn: Chief Counsel

(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
Fax: (785) 296-6976

(c) To the Purchaser:

RBC Capital Markets, LLC
1801 California Street, Suite 3850
Denver, Colorado 80202

(d) To the Rating Agency(ies):

Moody’s Municipal Rating Desk
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 Ordinance No. [O-__-20] 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); or (m) other investment obligations authorized by the laws of the State, 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 amount set forth in the Bond Purchase Agreement.

"Purchaser" means RBC Capital Markets, LLC, Denver, Colorado, the original purchaser of the Bonds, and any successor and assigns.

"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 and Refunding Bonds, Series 2020-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 Fund" means the Redemption Fund for Refunded Bonds created pursuant to **Section 501** hereof.

"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.

"Refunded Bonds" means collectively: (a) the Series 2010-C Bonds maturing in the years 2021 to 2030, inclusive, in the aggregate principal amount of \$4,685,000; (b) the Series 2010-D Bonds maturing in the years 2021 to 2030, inclusive, in the aggregate principal amount of \$12,335,000; and (c) the Series 2010-F Bonds maturing in the years 2021 to 2030, inclusive, in the aggregate principal amount of \$6,900,000.

“Refunded Bonds Paying Agent” means the paying agent for the Refunded Bonds as designated in the Refunded Bonds Resolution, and any successor or successors at the time acting as paying agent of the Refunded Bonds.

“Refunded Bonds Redemption Date” means October 1, 2020.

“Refunded Bonds Resolution” means the ordinance and resolution which authorized the Refunded Bonds.

“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.

“Series 2010-C Bonds” means the Unified Government’s Taxable General Obligation Improvement Bonds, Series 2010-C, dated February 26, 2010.

“Series 2010-D Bonds” means the Unified Government’s Taxable General Obligation Improvement Bonds, Series 2010-D, dated February 26, 2010.

“Series 2010-F Bonds” means the Unified Government’s Taxable General Obligation Improvement Bonds, Series 2010-F, dated December 16, 2010.

“Series 2010-C Principal and Interest Account” means the Principal and Interest Account for the Series 2010-C Bonds.

“Series 2010-D Principal and Interest Account” means the Principal and Interest Account for the Series 2010-D Bonds.

“Series 2010-F Principal and Interest Account” means the Principal and Interest Account for the Series 2010-F Bonds.

“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.

“**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. The Bonds have been previously authorized and directed to be issued pursuant to the Ordinance in the principal amount of \$[PRINCIPAL AMOUNT] for the purpose of providing funds to: (a) pay the costs of the Improvements; (b) refund the Refunded Bonds; and (c) 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 shall bear interest at the rates per annum as follows:

SERIAL BONDS

Stated Maturity <u>August 1</u>	Principal <u>Amount</u>	Annual Rate <u>of Interest</u>	Stated Maturity <u>August 1</u>	Principal <u>Amount</u>	Annual Rate <u>of Interest</u>
2021	\$	%	2026	\$	%
2022			2027		
2023			2028		
2024			2029		
2025			2030		

The Bonds shall bear interest at the above specified rates (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 of the Issuer is 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 or facsimile signature of the Mayor/CEO, attested by the manual 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 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 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 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 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 and 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 –Bond Purchase Agreement. The execution of the Bond Purchase Agreement by the Mayor/CEO is hereby ratified and confirmed. Pursuant to the Bond Purchase Agreement, the Issuer agrees to sell the Bonds to the Purchaser for the Purchase Price, upon the terms and conditions set forth therein.

ARTICLE III

REDEMPTION OF BONDS

Section 301. No Redemption of Bonds. The Bonds shall not be subject to redemption and payment prior to their Stated Maturity

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, real and personal, 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 and Refunding Bonds, Series 2020-B.
- (b) Redemption Fund for Refunded Bonds.
- (c) Debt Service Account for General Obligation Improvement and Refunding Bonds, Series 2020-B (within the Bond and Interest Fund).
- (d) Rebate Fund for General Obligation Improvement and Refunding Bonds, Series 2020-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 shall be deposited in the Debt Service Account.
- (b) The sum of \$[] shall be deposited into the Redemption Fund.
- (c) 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 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; and (c) paying Costs of Issuance.

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, (3) the Attorney General of the State has approved the amendment made by such resolution or ordinance to the transcript of proceedings for the Bonds to include the Substitute Improvements; and (4) 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 shall not cause the proceeds of the Bonds allocated to any Improvement to exceed the lesser of the Financeable Costs of the Improvement or the amount of the Improvement authorized to be financed with general obligation notes and/or bonds as set forth in Ordinance O-37-20 of the Issuer; and (2) the reallocation will not adversely affect the tax-exempt status of the Bonds under State or federal law. If the Issuer desires to reallocate Bond proceeds to Improvements in an amount in excess of the lesser of the Financeable Costs of the Improvement or the amount of the Improvement authorized to be financed with general obligation notes and/or bonds as set forth in Ordinance O-37-20 of the Issuer, then the Issuer shall follow the procedures set forth in subparagraph (a) of this Section prior to such reallocation of Bond proceeds.

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: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. 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 Issuer is hereby authorized to enter into the Disclosure Undertaking, and the Mayor/CEO and Clerk are hereby authorized and directed to execute the Disclosure Undertaking with such changes therein as such officials may deem appropriate, 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, 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 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.

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 mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. 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) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax 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 herein may be conducted and documents may be stored by electronic means.

Section 1006. Further Authority. The officers and officials of the Issuer, including the Mayor/CEO 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 August 13, 2020.

(SEAL)

Mayor/CEO

ATTEST:

Clerk

EXHIBIT A
(FORM OF BONDS)

**REGISTERED
NUMBER** __

**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
GENERAL OBLIGATION IMPROVEMENT AND REFUNDING BOND
SERIES 2020-B**

**Interest
Rate:**

**Maturity
Date:**

**Dated
Date: September 17, 2020**

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, 2021 (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 and Refunding Bonds, Series 2020-B,” aggregating the principal amount of \$[PRINCIPAL AMOUNT] (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. 10-427 *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, 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, real and personal, 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 not subject to redemption.

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 hereinafter defined 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 or facsimile signature of its Mayor/CEO and attested by the manual 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)
Clerk

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 August 13, 2020.

WITNESS my hand and official seal.

(Facsimile Seal)

By: _____ (facsimile)
Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

JAKE LATURNER, 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 _____.

WITNESS my hand and official seal.

(Seal)

By: _____
Treasurer of the State of Kansas

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of a series of General Obligation Improvement and Refunding Bonds, Series 2020-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

By _____

Registration Number _____

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)



Staff Request for Commission Action

Tracking No. 20307

Full Commission Meeting Date: 8/13/2020

Committee: Full Commission

Date of Standing Committee Action:

(If none, please explain): R-49-20 approved sale resolution

Publication Required: Yes 8/20/2020

<u>Date:</u> 8/6/2020	<u>Contact Name:</u> Kathleen VonAchen	<u>Contact Phone:</u> x5186	<u>Contact Email:</u> kvonachen@wycokck.org	<u>Department/Division:</u> Finance
<u>Item Description:</u> An ordinance authorizing and providing for the issuance of taxable general obligation refunding bonds, series 2020-C, and a resolution prescribing the form and details of and authorizing and directing the sale and delivery of the bonds, submitted by Kathleen VonAchen, Chief Finance Officer.				
<u>Action Requested:</u> Approval				
<u>Budget Impact: (if applicable)</u> Amount: Source: Included In Budget: Other (explain):				
<u>Attachments List:</u> Bond Ordinance and Resolution (UG GOB 2020-C)				

Gilmore & Bell, P.C.
August 6, 2020

UG GO BONDS SERIES 2020-C

- A. Excerpt of Minutes of Meeting approving sale, approving Ordinance/Bond Resolution
- B. Ordinance
- C. Summary Ordinance
- D. Bond Resolution

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY,
KANSAS
HELD ON AUGUST 13, 2020**

The governing body met in regular session at the usual meeting place in the Unified Government, at 7:00 p.m., the following members being present and participating, to-wit:

Present:

Absent:

The Mayor/CEO declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

Thereupon, there was presented an Ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020-C, OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, FOR THE PURPOSE OF PROVIDING FUNDS TO REFUND A PORTION OF THE CITY'S OUTSTANDING GENERAL OBLIGATION BONDS; 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; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

Thereupon, Commissioner _____ moved that said Ordinance be passed. The motion was seconded by Commissioner _____. Said Ordinance was duly read and considered, and upon being put, the motion for the passage of said Ordinance was carried by the vote of the governing body, the vote being as follows:

Yea:

Nay:

Thereupon, the Mayor/CEO declared said Ordinance duly passed and the Ordinance was then duly numbered Ordinance No. O-____-20, was signed and approved by the Mayor/CEO and attested by the Clerk and was directed to be published one time in the official newspaper of the Unified Government.

Thereupon, there was presented a Resolution entitled:

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020-C, OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY,

KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. O-____-20 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.

Thereupon, Commissioner _____ moved that said Resolution be adopted. The motion was seconded by Commissioner _____. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea:

Nay:

Thereupon, the Mayor/CEO declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. R-____-20 and was signed by the Mayor/CEO and attested by the Clerk.

* * * * *

(Other Proceedings)

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the Unified Government of Wyandotte County/Kansas City, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

ORDINANCE NO. O-____-20

OF

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

PASSED

AUGUST 13, 2020

**TAXABLE GENERAL OBLIGATION REFUNDING BONDS
SERIES 2020-C**

ORDINANCE NO. O-____-20

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020-C, OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, FOR THE PURPOSE OF PROVIDING FUNDS TO REFUND A PORTION OF THE CITY'S OUTSTANDING GENERAL OBLIGATION BONDS; 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; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS 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, the Unified Government previously issued and has outstanding the Refunded Bonds and is authorized by K.S.A. 10-427 *et seq.* to issue general obligation refunding bonds of the Unified Government for the purpose of refunding the Refunded Bonds; and

WHEREAS, in order to achieve interest cost savings through early redemption of the Refunded Bonds, reduce debt service requirements of the Unified Government for certain years, and provide an orderly plan of finance for the Unified Government, it has become desirable and in the best interest of the Unified Government and its inhabitants to refund the Refunded 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. 10-427 *et seq.*, and K.S.A. 10-620 *et seq.*, 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" or "Bond" means the Unified Government's Taxable General Obligation Refunding Bonds, Series 2020-C, dated September 17, 2020, authorized by this Ordinance.

“Clerk” means the duly appointed and acting Clerk of the Unified Government or, in the Clerk’s absence, the duly appointed Deputy, Assistant or Acting Clerk.

“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.

“Refunded Bonds” means the Series 2011-A Bonds maturing in the years 2021 to 2031, inclusive, in the aggregate principal amount of \$12,330,000.

“Refunded Bonds Redemption Date” means August 1, 2021.

“Series 2011-A Bonds” means the Unified Government’s Taxable General Obligation Improvement Bonds, Series 2011-A, dated February 24, 2011.

“State” means the State of Kansas.

“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 Taxable General Obligation Refunding Bonds, Series 2020-C, of the Unified Government in the principal amount of \$[PRINCIPAL AMOUNT], for the purpose of providing funds to: (a) refund the Refunded Bonds; 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, real and personal, 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 is 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 hereafter adopted by the governing body of the Unified Government.

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.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

PASSED by the governing body of the Unified Government on August 13, 2020 and **APPROVED AND SIGNED** by the Mayor/CEO.

(SEAL)

Mayor/CEO

ATTEST:

Clerk

(PUBLISHED IN THE *WYANDOTTE ECHO* ON AUGUST 20, 2020)

SUMMARY OF ORDINANCE NO. O-____-20

On August 13, 2020, 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 TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020-C, OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, FOR THE PURPOSE OF PROVIDING FUNDS TO REFUND A PORTION OF THE CITY'S OUTSTANDING GENERAL OBLIGATION BONDS; 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; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

The Series 2020-C Bonds approved by the Ordinance are being issued to refund the Refunded Bonds, 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, real and personal, 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: August __, 2020.

Chief Counsel

RESOLUTION NO. R-____-20

OF

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

ADOPTED

AUGUST 13, 2020

**TAXABLE GENERAL OBLIGATION REFUNDING BONDS
SERIES 2020-C**

TABLE OF CONTENTS

ARTICLE I DEFINITIONS

Section 101.	Definitions of Words and Terms.	1
---------------------	--	----------

ARTICLE II AUTHORIZATION AND DETAILS OF THE BONDS

Section 201.	Authorization of the Bonds.	9
Section 202.	Description of the Bonds.	9
Section 203.	Designation of Paying Agent and Bond Registrar.	9
Section 204.	Method and Place of Payment of the Bonds.	10
Section 205.	Payments Due on Saturdays, Sundays and Holidays.	10
Section 206.	Registration, Transfer and Exchange of Bonds.	11
Section 207.	Execution, Registration, Authentication and Delivery of Bonds.	11
Section 208.	Mutilated, Lost, Stolen or Destroyed Bonds.	12
Section 209.	Cancellation and Destruction of Bonds Upon Payment.	12
Section 210.	Book-Entry Bonds; Securities Depository.	13
Section 211.	Nonpresentment of Bonds.	14
Section 212.	Preliminary and Final Official Statement.	14
Section 213.	Sale of the Bonds –Bond Purchase Agreement.	14
Section 214.	Authorization of Escrow Agreement.	14

ARTICLE III REDEMPTION OF BONDS

Section 301.	No Redemption of Bonds.	15
---------------------	--------------------------------------	-----------

ARTICLE IV SECURITY FOR BONDS

Section 401.	Security for the Bonds.	15
Section 402.	Levy and Collection of Annual Tax; Transfer to Debt Service Account.	15

ARTICLE V ESTABLISHMENT OF FUNDS AND ACCOUNTS

DEPOSIT AND APPLICATION OF BOND PROCEEDS

Section 501.	Creation of Funds and Accounts.	16
Section 502.	Deposit of Bond Proceeds.	16
Section 503.	Application of Moneys in Debt Service Account.	16
Section 504.	Deposits and Investment of Moneys.	17
Section 505.	Application of Moneys in the Costs of Issuance Account.	17
Section 506.	Application of Moneys in the Escrow Fund.	17
Section 507.	Verification of Certified Public Accountant.	17

ARTICLE VI DEFAULT AND REMEDIES

Section 601.	Remedies.	18
Section 602.	Limitation on Rights of Owners.	18
Section 603.	Remedies Cumulative.	18

ARTICLE VII DEFEASANCE

Section 701.	Defeasance.	19
--------------	------------------	----

ARTICLE VIII CONTINUING DISCLOSURE REQUIREMENTS

Section 801.	Disclosure Requirements.....	19
Section 802.	Failure to Comply with Continuing Disclosure Requirements.....	19

ARTICLE IX MISCELLANEOUS PROVISIONS

Section 901.	Annual Audit.	20
Section 902.	Amendments.	20
Section 903.	Notices, Consents and Other Instruments by Owners.	21
Section 904.	Notices.	21
Section 905.	Electronic Transactions.....	22
Section 906.	Further Authority.	22
Section 907.	Severability.	22
Section 908.	Governing Law.....	22
Section 909.	Effective Date.	22

<i>EXHIBIT A</i> – FORM OF BONDS	A-1
--	-----

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

RESOLUTION NO. R-____-20

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020-C, OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. O-____-20 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 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, the Issuer has previously issued and has Outstanding the Refunded Bonds and is authorized by K.S.A. 10-427 *et seq.* to issue general obligation refunding bonds of the Issuer for the purpose of refunding the Refunded Bonds; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Bonds to refund the Refunded 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. 10-427 *et seq.*, and K.S.A. 10-620 *et seq.*, 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 Payment Date” means any date on which principal of or interest on any Bond is payable.

“Bond Purchase Agreement” means the Bond Purchase Agreement dated as of August 13, 2020, between the Issuer and the Purchaser.

“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 Taxable General Obligation Refunding Bonds, Series 2020-C, 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.

“Clerk” means the duly appointed and/or elected Clerk or, in the Clerk’s absence, the duly appointed Deputy Clerk or Acting 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.

“Costs of Issuance Account” means the Costs of Issuance Account for Taxable General Obligation Refunding Bonds, Series 2020-C created pursuant to **Section 501** hereof.

“Dated Date” means September 17, 2020.

“Debt Service Account” means the Debt Service Account for Taxable General Obligation Refunding Bonds, Series 2020-C 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.

“Escrow Agent” means Security Bank of Kansas City, Kansas City, Kansas, and its successors and assigns.

“Escrow Agreement” means the Escrow Trust Agreement, dated as of the Dated Date, between the Issuer and the Escrow Agent.

“Escrow Fund” means the Escrow Fund for Refunded Bonds referred to in *Section 501* hereof.

“Escrowed Securities” means the direct, noncallable obligations of the United States of America, as described in the Escrow Agreement.

“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.

“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.

“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, 2021.

“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.

“Notice Address” means with respect to the following entities:

(a) To the Issuer at:

Unified Government of Wyandotte County/Kansas City, Kansas
701 N. 7th Street
Kansas City, Kansas 66101
Fax: (913) 573-5003
Attn: Chief Counsel

(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
Fax: (785) 296-6976

(c) To the Purchaser:

RBC Capital Markets, LLC
1801 California Street, Suite 3850
Denver, Colorado 80202

(d) To the Rating Agency(ies):

Moody’s Municipal Rating Desk
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

(e) To the Escrow Agent at:

Security Bank of Kansas City
Corporate Trust Department
701 Minnesota Avenue, Suite 206
P.O. Box 171297

Kansas City, Kansas 66117
Fax: (913) 279-7960

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.
- (e) With respect to the Escrow Agent, the Manager of the Corporate Trust Department.

“Official Statement” means the Issuer’s Official Statement relating to the Bonds.

“Ordinance” means Ordinance No. O-____-20 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); or (m) other investment obligations authorized by the laws of the State, 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 amount set forth in the Bond Purchase Agreement.

"Purchaser" means RBC Capital Markets, LLC, Denver, Colorado, the original purchaser of the Bonds, and any successor and assigns.

"Rating Agency" means any company, agency or entity that provides, pursuant to request of the Issuer, financial ratings for the Bonds.

"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 Fund" means the Redemption Fund for Refunded Bonds created pursuant to *Section 501* hereof.

"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.

"Refunded Bonds" means the Series 2011-A Bonds maturing in the years 2021 to 2031, inclusive, in the aggregate principal amount of \$12,330,000.

"Refunded Bonds Paying Agent" means the paying agent for the Refunded Bonds as designated in the Refunded Bonds Resolution, and any successor or successors at the time acting as paying agent of the Refunded Bonds.

"Refunded Bonds Redemption Date" means August 1, 2021.

"Refunded Bonds Resolution" means the ordinance and resolution which authorized the Refunded Bonds.

“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.

“Series 2011-A Bonds” means the Unified Government’s General Obligation Improvement Bonds, Series 2011-A, dated February 24, 2011.

“Series 2011-A Principal and Interest Account” means the Principal and Interest Account for the Series 2011-A Bonds.

“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.

“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.

“Verification Report” means the verification report referenced in *Article V* hereof relating to the sufficiency of money and obligations deposited in the Escrow Fund to be applied in accordance with the Escrow Agreement.

ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201. Authorization of the Bonds. The Bonds have been previously authorized and directed to be issued pursuant to the Ordinance in the principal amount of \$[PRINCIPAL AMOUNT] for the purpose of providing funds to: (a) pay the costs of the Improvements; and (b) refund the Refunded Bonds; (c) 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 shall bear interest at the rates per annum as follows:

SERIAL BONDS

Stated Maturity	Principal	Annual Rate	Stated Maturity	Principal	Annual Rate
<u>August 1</u>	<u>Amount</u>	<u>of Interest</u>	<u>August 1</u>	<u>Amount</u>	<u>of Interest</u>
2021	\$	%	2027	\$	%
2022			2028		
2023			2029		
2024			2030		
2025			2031		
2026					

The Bonds shall bear interest at the above specified rates (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 of the Issuer is 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 or facsimile signature of the Mayor/CEO, attested by the manual 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 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 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 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 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 and 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 –Bond Purchase Agreement. The execution of the Bond Purchase Agreement by the Mayor/CEO is hereby ratified and confirmed. Pursuant to the Bond Purchase Agreement, the Issuer agrees to sell the Bonds to the Purchaser for the Purchase Price, upon the terms and conditions set forth therein.

Section 214. Authorization of Escrow Agreement. The Issuer is hereby authorized to enter into the Escrow Agreement, and the Mayor/CEO and Clerk are hereby authorized and directed to execute the Escrow Agreement with such changes therein as such officials may deem appropriate, for and on behalf of and as the act and deed of the Issuer. The Escrow Agent is hereby authorized to carry out, on behalf of the Issuer, the duties, terms and provisions of the Escrow Agreement, and the Escrow Agent, the Purchaser

and Bond Counsel are authorized to take all necessary actions for the subscription and purchase of the Escrowed Securities described therein, including the subscription for United States Treasury Securities - State and Local Government Series.

ARTICLE III

REDEMPTION OF BONDS

Section 301. No Redemption of Bonds. The Bonds shall not be subject to redemption and payment prior to their Stated Maturity

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, real and personal, 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) Principal and Interest Account for Taxable General Obligation Refunding Bonds, Series 2020-C;
- (b) Debt Service Account for Taxable General Obligation Refunding Bonds, Series 2020-C (within the Bond and Interest Fund); and

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.

In addition to the Funds and Accounts described above, the Escrow Agreement establishes the following Funds and Accounts to be held and administered by the Escrow Agent in accordance with the provisions of the Escrow Agreement:

- (a) Escrow Fund; and
- (b) Costs of Issuance Account for Taxable General Obligation Refunding Bonds, Series 2020-C.

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) The sum of \$[] shall be transferred to the Escrow Agent, for deposit in the Escrow Fund and applied in accordance with the Escrow Agreement.
- (b) The remaining balance of the proceeds derived from the sale of the Bonds shall be transferred to the Escrow Agent for deposit in the Costs of Issuance Account and applied in accordance with the Escrow Agreement.

Section 503. 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 504. 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: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. 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 other than the Escrow Fund may be invested in accordance with this Bond Resolution 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.

Section 505. Application of Moneys in the Costs of Issuance Account. Moneys in the Costs of Issuance Account shall be used by the Escrow Agent to pay the Costs of Issuance. Any funds remaining in the Costs of Issuance Account, after payment of all Costs of Issuance, but not later than the later of 30 days prior to the first Stated Maturity of principal or one year after the date of issuance of the Bonds, shall be transferred to the Issuer for deposit into the Debt Service Account.

Section 506. Application of Moneys in the Escrow Fund. Under the Escrow Agreement, the Escrow Agent will apply moneys in the Escrow Fund to purchase the Escrowed Securities and to establish an initial cash balance in accordance with the Escrow Agreement. The cash and Escrowed Securities held in the Escrow Fund will be applied by the Escrow Agent solely in the manner authorized by the Escrow Agreement. All money deposited with the Escrow Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in the Refunded Bond Resolution and the Escrow Agreement.

Section 507. Verification of Certified Public Accountant. Prior to or concurrently with the issuance and delivery of the Bonds and the creation of the Escrow Fund, the Issuer shall obtain a Verification Report from an independent certified public accountant that such accountant has verified the accuracy of the calculations that demonstrate that the money and obligations required to be deposited with the Escrow Agent pursuant to this *Article V* and the Escrow Agreement, together with the earnings to accrue thereon, will be sufficient for the timely payment of the principal of, redemption premium, if any, and interest on the Refunded Bonds to the Refunded Bonds Redemption Date in accordance with the Escrow Agreement.

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

CONTINUING DISCLOSURE REQUIREMENTS

Section 801. Disclosure Requirements. The Issuer is hereby authorized to enter into the Disclosure Undertaking, and the Mayor/CEO and Clerk are hereby authorized and directed to execute the Disclosure Undertaking with such changes therein as such officials may deem appropriate, 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 802. 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 IX

MISCELLANEOUS PROVISIONS

Section 901. 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 902. 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, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

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 903. 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 904. 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 mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. 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) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax 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 905. Electronic Transactions. The issuance of the Bonds and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

Section 906. Further Authority. The officers and officials of the Issuer, including the Mayor/CEO 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 907. 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 908. Governing Law. This Bond Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 909. 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 August 13, 2020.

(SEAL)

Mayor/CEO

ATTEST:

Clerk

EXHIBIT A
(FORM OF BONDS)

**REGISTERED
NUMBER** __

**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
TAXABLE GENERAL OBLIGATION REFUNDING BOND
SERIES 2020-C**

**Interest
Rate:**

**Maturity
Date:**

**Dated
Date: September 17, 2020**

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, 2021 (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 “Taxable General Obligation Refunding Bonds, Series 2020-C,” aggregating the principal amount of \$[PRINCIPAL AMOUNT] (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. 10-427 *et seq.*, and K.S.A. 10-620 *et seq.*, all as amended and supplemented from time to time, 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, real and personal, 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 not subject to redemption.

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 hereinafter defined 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 or facsimile signature of its Mayor/CEO and attested by the manual 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)
Clerk

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 August 13, 2020.

WITNESS my hand and official seal.

(Facsimile Seal)

By: _____ (facsimile)
Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

JAKE LATURNER, 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 _____.

WITNESS my hand and official seal.

(Seal)

By: _____
Treasurer of the State of Kansas

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of a series of General Obligation Improvement and Refunding Bonds, Series 2020-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

By _____

Registration Number _____

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)



Staff Request for Commission Action

Tracking No. 20308

Full Commission Meeting Date: 8/13/2020

Committee: Full Commission

Date of Standing Committee Action:

(If none, please explain): R-49-20 approved sale resolution

Publication Required: Yes 8/20/2020

<u>Date:</u> 8/6/2020	<u>Contact Name:</u> Kathleen VonAchen	<u>Contact Phone:</u> x5186	<u>Contact Email:</u> kvonachen@wycokck.org	<u>Department/Division:</u> Finance
<u>Item Description:</u> An ordinance authorizing and providing for the issuance of taxable special obligation annual appropriation refunding bonds, series 2020-D, and a resolution prescribing the form and details of and authorizing and directing the sale and delivery of the bonds, submitted by Kathleen VonAchen, Chief Finance Officer.				
<u>Action Requested:</u> Approval				
<u>Budget Impact: (if applicable)</u> Amount: Source: Included In Budget: Other (explain):				
<u>Attachments List:</u> Bond Ordinance and Resolution (UG SOAAB 2020-D)				

Gilmore & Bell, P.C.
August 6, 2020

UG
TAXABLE SPECIAL OBLIGATION ANNUAL APPROPRIATION BONDS,
SERIES 2020-D

- A. Excerpt of Minutes of Meeting approving sale, approving Ordinance/Bond Resolution
- B. Ordinance
- C. Summary Ordinance
- D. Bond Resolution

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS
HELD ON AUGUST 13, 2020**

The governing body met in regular session at the usual meeting place in the Unified Government, at 7:00 p.m., the following members being present and participating, to-wit:

Present:

Absent:

The Mayor/CEO declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

Thereupon, there was presented an Ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF TAXABLE SPECIAL OBLIGATION ANNUAL APPROPRIATION REFUNDING BONDS, SERIES 2020-D, OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS; AUTHORIZING AND APPROVING THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH ISSUANCE OF SUCH BONDS.

Thereupon, Commissioner _____ moved that said Ordinance be passed. The motion was seconded by Commissioner _____. Said Ordinance was duly read and considered, and upon being put, the motion for the passage of said Ordinance was carried by the vote of the governing body, the vote being as follows:

Yea:

Nay:

Thereupon, the Mayor/CEO declared said Ordinance duly passed and the Ordinance was then duly numbered Ordinance No. O-____-20, was signed and approved by the Mayor/CEO and attested by the Clerk and was directed to be published one time in the official newspaper of the Unified Government.

Thereupon, there was presented a Resolution entitled:

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF TAXABLE SPECIAL OBLIGATION ANNUAL APPROPRIATION REFUNDING BONDS, SERIES 2020-D, OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. O-____-20 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.

Thereupon, Commissioner _____ moved that said Resolution be adopted. The motion was seconded by Commissioner _____. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea:

Nay:

Thereupon, the Mayor/CEO declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. R-____-20 and was signed by the Mayor/CEO and attested by the Clerk.

* * * * *

(Other Proceedings)

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the Unified Government of Wyandotte County/Kansas City, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

ORDINANCE NO. O-__-20

OF

THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

PASSED

AUGUST 13, 2020

**TAXABLE SPECIAL OBLIGATION ANNUAL APPROPRIATION REFUNDING BONDS
SERIES 2020-D**

ORDINANCE NO. O-__-20

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF TAXABLE SPECIAL OBLIGATION ANNUAL APPROPRIATION REFUNDING BONDS, SERIES 2020-D, OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS; AUTHORIZING AND APPROVING THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH ISSUANCE OF SUCH BONDS.

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, the Unified Government previously issued and has outstanding the Refunded Bonds and is authorized by K.S.A. 10-427 *et seq.* to issue refunding bonds of the Unified Government for the purpose of refunding the Refunded Bonds; and

WHEREAS, in order to achieve interest cost savings through early redemption of the Refunded Bonds, reduce debt service requirements of the Unified Government for certain years, and provide an orderly plan of finance for the Unified Government, it has become desirable and in the best interest of the Unified Government and its inhabitants to refund the Refunded 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. 10-427 *et seq.*, and K.S.A. 10-620 *et seq.*, all as amended and supplemented from time to time.

“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” or **“Bond”** means the Unified Government’s Taxable Special Obligation Annual Appropriation Refunding Bonds, Series 2020-D, dated September 17, 2020, authorized by this Ordinance.

“Clerk” means the duly appointed and acting Clerk of the Unified Government or, in the Clerk’s absence, the duly appointed Deputy, Assistant or Acting Clerk.

“Event of Nonappropriation” means failure of the Unified Government to budget and appropriate on or before the last day of any fiscal year, moneys sufficient to pay the debt service due and payable on the Bonds during the next fiscal year.

“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.

“Refunded Bonds” means the Series 2010-H Bonds maturing in the years 2020 to 2031, inclusive, in the aggregate principal amount of \$5,450,000.

“Refunded Bonds Redemption Date” means December 1, 2020.

“Series 2010-H Bonds” means the Unified Government’s Taxable Special Obligation Annual Appropriation Improvement Bonds, Series 2010-H, dated December 28, 2010.

“State” means the State of Kansas.

“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 Taxable Special Obligation Annual Appropriation Refunding Bonds, Series 2020-D, of the Unified Government in the principal amount of \$[PRINCIPAL AMOUNT], for the purpose of providing funds to: (a) refund the Refunded Bonds; and (b) pay costs of issuance of the Bonds.

Section 3. Annual Appropriations. The Unified Government intends, on or before the last day of each fiscal year, to budget and appropriate, specifically with respect to this Ordinance and the Bond Resolution, moneys sufficient to pay all the debt service payments on the Bonds for the next succeeding fiscal year. If the governing body of the Unified Government shall not have made the appropriation necessary to pay the debt service payments to become due on the Bonds during such succeeding fiscal year, the Unified Government shall give notice to bondholders by December 31st of such Event of Nonappropriation.

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.

Section 5. Covenant to Request Appropriations. The Unified Government covenants and agrees that the officer of the Unified Government at any time charged with the responsibility of formulating budget proposals is hereby directed to include in the budget proposal submitted to the governing body for each fiscal year that the Bonds are outstanding a request for an appropriation of the amounts necessary to pay the debt service payments to become due on the Bonds during such succeeding fiscal year at the times and in the manner provided in the Bond Resolution hereafter adopted by the governing body of the Unified Government describing the form and details of the Bonds, it being the intention of the Unified Government that the decision to appropriate or not to appropriate under this Ordinance shall be made solely by the governing body of the Unified Government and not by any other official of the Unified Government. The Unified Government intends, subject to the provisions above respecting the failure of the Unified Government to budget or appropriate sufficient funds, to make the debt service payments on the Bonds hereunder. The Unified Government reasonably believes that legally available funds in an amount sufficient to make all debt service payments on the Bonds during each fiscal year can be obtained. The Unified Government further intends to do all things lawfully within its power to obtain and maintain funds from

which the debt service payments on the Bonds may be made, including making provision for such debt service payments on the Bonds to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of the Unified Government and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. The Unified Government's Chief Financial Officer is directed to do all things lawfully within his power to obtain and maintain funds from which the debt service payments on the Bonds may be paid, including making provision for such debt service payments on the Bonds to the extent necessary in each proposed annual budget submitted for approval or by supplemental appropriation in accordance with applicable procedures of the Unified Government and to exhaust all available reviews and appeals in the event such portion of the budget or supplemental appropriation is not approved. Notwithstanding the foregoing, the decision to budget and appropriate funds is to be made in accordance with the Unified Government's normal procedures for such decisions.

Section 6. Payments to Constitute Current Expenses of the Unified Government. The debt service payments on the Bonds shall constitute currently budgeted expenditures of the Unified Government, and shall not in any way be construed or interpreted as creating a liability or a general obligation or debt of the Unified Government in contravention of any applicable constitutional or statutory limitation or requirements concerning the creation of indebtedness by the Unified Government, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the Unified Government. The Unified Government's obligations to pay debt service payments hereunder shall be from year to year only, and shall not constitute a mandatory payment obligation of the Unified Government in any ensuing fiscal year beyond the then current fiscal year. Neither this Ordinance nor the issuance of the Bonds shall directly or indirectly obligate the Unified Government to levy or pledge any form of taxation or make any appropriation or make any payments beyond those appropriated for the Unified Government's then current fiscal year, but in each fiscal year the debt service payments on the Bonds shall be payable solely from the amounts budgeted or appropriated therefor out of the income and revenue provided for such year, plus any unencumbered balances from previous years. Failure of the Unified Government to budget and appropriate said moneys on or before December 31 of any year shall be deemed an Event of Nonappropriation.

Section 7. 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 8. Governing Law. This Ordinance and the Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 9. 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.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

PASSED by the governing body of the Unified Government on August 13, 2020 and **APPROVED AND SIGNED** by the Mayor/CEO.

(SEAL)

Mayor/CEO

ATTEST:

Clerk

(PUBLISHED IN THE *WYANDOTTE ECHO* ON AUGUST 20, 2020)

SUMMARY OF ORDINANCE NO. O-____-20

On August 13, 2020, 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 TAXABLE SPECIAL OBLIGATION ANNUAL APPROPRIATION REFUNDING BONDS, SERIES 2020-D, OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS; AUTHORIZING AND APPROVING THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH ISSUANCE OF SUCH BONDS.

The Series 2020-D Bonds approved by the Ordinance are being issued to refund the Refunded Bonds, and constitute special obligations of the Unified Government payable from appropriations of the amounts necessary to pay the debt service payments to become due on the Series 2020-D Bonds. The debt service payments on the Series 2020-D Bonds constitute currently budgeted expenditures of the Unified Government, and shall not in any way be construed or interpreted as creating a liability or a general obligation or debt of the Unified Government in contravention of any applicable constitutional or statutory limitation or requirements concerning the creation of indebtedness by the Unified Government, nor shall anything contained in the Ordinance constitute a pledge of the general credit, tax revenues, funds or moneys of the Unified Government. The Unified Government's obligations to pay debt service payments on the Series 2020-D Bonds is from year to year only, and shall not constitute a mandatory payment obligation of the Unified Government in any ensuing fiscal year beyond the then current fiscal year. Neither the Ordinance nor the issuance of the Series 2020-D Bonds shall directly or indirectly obligate the Unified Government to levy or pledge any form of taxation or make any appropriation or make any payments beyond those appropriated for the Unified Government's then current fiscal year, but in each fiscal year the debt service payments on the Bonds shall be payable solely from the amounts budgeted or appropriated therefor out of the income and revenue provided for such year, plus any unencumbered balances from previous years. 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: August __, 2020.

Chief Counsel

RESOLUTION NO. R-__-20

OF

THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

ADOPTED

AUGUST 13, 2020

**TAXABLE SPECIAL OBLIGATION ANNUAL APPROPRIATION BONDS
SERIES 2020-D**

TABLE OF CONTENTS

ARTICLE I DEFINITIONS

Section 101.	Definitions of Words and Terms.....	1
---------------------	-------------------------------------	---

ARTICLE II AUTHORIZATION AND DETAILS OF THE BONDS

Section 201.	Authorization of the Bonds.....	8
Section 202.	Description of the Bonds.	8
Section 203.	Designation of Paying Agent and Bond Registrar.....	9
Section 204.	Method and Place of Payment of the Bonds.....	9
Section 205.	Payments Due on Saturdays, Sundays and Holidays.....	10
Section 206.	Registration, Transfer and Exchange of Bonds.	10
Section 207.	Execution, Registration, Authentication and Delivery of Bonds.....	11
Section 208.	Mutilated, Lost, Stolen or Destroyed Bonds.....	11
Section 209.	Cancellation and Destruction of Bonds Upon Payment.	12
Section 210.	Book-Entry Bonds; Securities Depository.....	12
Section 211.	Nonpresentment of Bonds.....	13
Section 212.	Preliminary and Final Official Statement.	13
Section 213.	Sale of the Bonds –Bond Purchase Agreement.	14

ARTICLE III REDEMPTION OF BONDS

Section 301.	No Redemption of Bonds.....	14
---------------------	-----------------------------	----

ARTICLE IV SECURITY FOR BONDS

Section 401.	14	
Section 402.	Covenant to Request Appropriations.....	14
Section 403.	Payments to Constitute Current Expense of the Issuer.....	15

ARTICLE V ESTABLISHMENT OF FUNDS AND ACCOUNTS

DEPOSIT AND APPLICATION OF BOND PROCEEDS

Section 501.	Creation of Funds and Accounts.....	15
Section 502.	Deposit of Bond Proceeds.....	15
Section 503.	Application of Moneys in Principal and Interest Account.....	16
Section 504.	Application of Moneys in the Redemption Fund.....	16
Section 505.	Application of Moneys in the Costs of Issuance Account.....	16
Section 506.	Deposits and Investment of Moneys.....	16

ARTICLE VI DEFAULT AND REMEDIES

Section 601.	Remedies.....	17
Section 602.	Limitation on Rights of Owners.	17
Section 603.	Remedies Cumulative.....	17

ARTICLE VII DEFEASANCE

Section 701.	Defeasance.	18
---------------------	------------------	----

ARTICLE VIII CONTINUING DISCLOSURE REQUIREMENTS

Section 801.	Disclosure Requirements.	18
Section 802.	Failure to Comply with Continuing Disclosure Requirements.	18

ARTICLE IX MISCELLANEOUS PROVISIONS

Section 901.	Annual Audit.	19
Section 902.	Amendments.	19
Section 903.	Notices, Consents and Other Instruments by Owners.	20
Section 904.	Notices.	20
Section 905.	Electronic Transactions.	21
Section 906.	Further Authority.	21
Section 907.	Severability.	21
Section 908.	Governing Law.	21
Section 909.	Effective Date.	21

<i>EXHIBIT A – FORM OF BONDS</i>	A-1
--	-----

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

RESOLUTION NO. R-__-20

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF TAXABLE SPECIAL OBLIGATION ANNUAL APPROPRIATION REFUNDING BONDS, SERIES 2020-D, OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. O-__-20 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 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, the Issuer has previously issued and has Outstanding the Refunded Bonds and is authorized by K.S.A. 10-427 *et seq.* to issue special obligation refunding bonds of the Issuer for the purpose of refunding the Refunded Bonds; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Bonds to refund the Refunded 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. 10-427 *et seq.*, and K.S.A. 10-620 *et seq.*, 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 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 Payment Date” means any date on which principal of or interest on any Bond is payable.

“Bond Purchase Agreement” means the Bond Purchase Agreement dated as of August 13, 2020, between the Issuer and the Purchaser.

“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 Taxable Special Obligation Annual Appropriation Refunding Bonds, Series 2020-D, 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.

“Clerk” means the duly appointed and/or elected Clerk or, in the Clerk’s absence, the duly appointed Deputy Clerk or Acting 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.

“Costs of Issuance Account” means the Costs of Issuance Account for Taxable Special Obligation Annual Appropriation Refunding Bonds, Series 2020-D created pursuant to ***Error! Reference source not found.*** hereof.

“Dated Date” means September 17, 2020.

“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.

“Event of Nonappropriation” means failure of the Unified Government to budget and appropriate on or before the last day of any fiscal year, moneys sufficient to pay the debt service due and payable on the Bonds during the next Fiscal Year.

“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.

“Interest Payment Date(s)” means the Stated Maturity of an installment of interest on any Bond which shall be June 1 and December 1 of each year, commencing June 1, 2021.

“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.

“Notice Address” means with respect to the following entities:

(a) To the Issuer at:

Unified Government of Wyandotte County/Kansas City, Kansas
701 N. 7th Street
Kansas City, Kansas 66101
Fax: (913) 573-5003

Attn: Chief Counsel

(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
Fax: (785) 296-6976

(c) To the Purchaser:

RBC Capital Markets, LLC
1801 California Street, Suite 3850
Denver, Colorado 80202

(d) To the Rating Agency(ies):

Moody's Municipal Rating Desk
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 Ordinance No. O-____-20 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); or (m) other investment obligations authorized by the laws of the State, 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.

“Principal and Interest Account” means the Principal and Interest Account for Taxable Special Obligation Annual Appropriation Refunding Bonds, Series 2020-D created pursuant to *Section 501* hereof.

“Purchase Price” means the amount set forth in the Bond Purchase Agreement.

“Purchaser” means RBC Capital Markets, LLC, Denver, Colorado, the original purchaser of the Bonds, and any successor and assigns.

“Rating Agency” means any company, agency or entity that provides, pursuant to request of the Issuer, financial ratings for the Bonds.

“Record Dates” means, for the interest payable on any Interest Payment Date, 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 Fund” means the Redemption Fund for Refunded Bonds created pursuant to *Section 501* hereof.

“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.

“Refunded Bonds” means the Series 2010-H Bonds maturing in the years 2020 to 2031, inclusive, in the aggregate principal amount of \$5,450,000.

“Refunded Bonds Paying Agent” means the paying agent for the Refunded Bonds as designated in the Refunded Bonds Resolution, and any successor or successors at the time acting as paying agent of the Refunded Bonds.

“Refunded Bonds Redemption Date” means December 1, 2020.

“Refunded Bonds Resolution” means the ordinance and resolution which authorized the Refunded Bonds.

“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.

“Series 2010-H Bonds” means the Unified Government’s Taxable Special Obligation Annual Appropriation Improvement Bonds, Series 2010-H, dated December 28, 2010.

“Series 2010-H Principal and Interest Account” means the Principal and Interest Account for the Series 2010-H Bonds.

“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.

“**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. The Bonds have been previously authorized and directed to be issued pursuant to the Ordinance in the principal amount of \$[PRINCIPAL AMOUNT] for the purpose of providing funds to: (a) refund the Refunded Bonds; 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 shall bear interest at the rates per annum as follows:

SERIAL BONDS

Stated Maturity <u>December 1</u>	Principal <u>Amount</u>	Annual Rate <u>of Interest</u>	Stated Maturity <u>December 1</u>	Principal <u>Amount</u>	Annual Rate <u>of Interest</u>
2021	\$	%	2027	\$	%
2022			2028		
2023			2029		
2024			2030		
2025			2031		
2026					

The Bonds shall bear interest at the above specified rates (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 of the Issuer is 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 or facsimile signature of the Mayor/CEO, attested by the manual 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 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 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 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 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 and 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 – Bond Purchase Agreement. The execution of the Bond Purchase Agreement by the Mayor/CEO is hereby ratified and confirmed. Pursuant to the Bond Purchase Agreement, the Issuer agrees to sell the Bonds to the Purchaser for the Purchase Price, upon the terms and conditions set forth therein.

ARTICLE III

REDEMPTION OF BONDS

Section 301. No Redemption of Bonds. The Bonds shall not be subject to redemption and payment prior to their Stated Maturity

ARTICLE IV

SECURITY FOR BONDS

Section 401. Annual Appropriations. The Unified Government intends, on or before the last day of each fiscal year, to budget and appropriate, specifically with respect to this Ordinance and the Bond Resolution, moneys sufficient to pay all the debt service payments on the Bonds for the next succeeding fiscal year. If the governing body of the Unified Government shall not have made the appropriation necessary to pay the debt service payments to become due on the Bonds during such succeeding fiscal year, the Unified Government shall give notice to bondholders by December 31st of such Event of Nonappropriation.

Section 402. Covenant to Request Appropriations. The Issuer covenants and agrees that the officer of the Issuer at any time charged with the responsibility of formulating budget proposals is hereby directed to include in the budget proposal submitted to the governing body for each fiscal year that the Bonds are Outstanding a request for an appropriation of the amounts for transfer to the Principal and Interest Account at the times and in the manner provided in this Resolution, it being the intention of the Issuer that the decision to appropriate or not to appropriate under the Ordinance or this Resolution shall be made solely by the governing body of the Issuer and not by any other official of the Issuer. The Issuer intends, subject to the provisions above respecting the failure of the Issuer to budget or appropriate sufficient funds to make the debt service payments on the Bonds hereunder. The Issuer reasonably believes that legally available funds in an amount sufficient to make all debt service payments on the Bonds during each fiscal year can be obtained. The Issuer further intends to do all things lawfully within its power to obtain and maintain funds from which the debt service payments on the Bonds may be made, including making provision for such debt service payments on the Bonds to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of the Issuer and to exhaust all available reviews and appeals in the event such portion of the budget is not approved.

The Issuer's Chief Financial Officer is directed to do all things lawfully within his power to obtain and maintain funds from which the debt service payments on the Bonds may be paid, including making provision for such debt service payments on the Bonds to the extent necessary in each proposed annual budget submitted for approval or by supplemental appropriation in accordance with applicable procedures of the Issuer and to exhaust all available reviews and appeals in the event such portion of the budget or supplemental appropriation is not approved. Notwithstanding the foregoing, the decision to budget and appropriate funds is to be made in accordance with the Issuer's normal procedures for such decisions.

Section 403. Payments to Constitute Current Expense of the Issuer. The debt service payments on the Bonds shall constitute currently budgeted expenditures of the Issuer, and shall not in any way be construed or interpreted as creating a liability or a general obligation or debt of the Issuer in contravention of any applicable constitutional or statutory limitation or requirements concerning the creation of indebtedness by the Issuer, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the Issuer. The Issuer's obligations to pay debt service payments hereunder shall be from year to year only, and shall not constitute a mandatory payment obligation of the Issuer in any ensuing fiscal year beyond the then current fiscal year. Neither the Ordinance, this Resolution, nor the issuance of the Bonds shall directly or indirectly obligate the Issuer to levy or pledge any form of taxation or make any appropriation or make any payments beyond those appropriated for the Issuer's then current fiscal year, but in each fiscal year the debt service payments on the Bonds shall be payable solely from the amounts budgeted or appropriated therefor out of the income and revenue provided for such year, plus any unencumbered balances from previous years. Failure of the Issuer to budget and appropriate said moneys on or before December 31 of any year shall be deemed an Event of Nonappropriation.

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) Principal and Interest Account for Taxable Special Obligation Annual Appropriation Refunding Bonds, Series 2020-D
- (b) Redemption Fund for Taxable Special Obligation Annual Appropriation Refunding Bonds, Series 2020-D; and
- (c) Costs Issuance Account for Taxable Special Obligation Annual Appropriation Refunding Bonds, Series 2020-D.

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, if any, received from the sale of the Bonds shall be deposited in the Principal and Interest Account.

(b) An amount sufficient to redeem the Refunded Bonds on the Refunded Bonds Redemption Date shall be deposited in the Redemption Fund.

(c) The remaining balance of the proceeds derived from the sale of the Bonds shall be deposited in the Costs of Issuance Account.

Section 503. Application of Moneys in Principal and Interest Account. All amounts paid and credited to the Principal and Interest 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 Principal and Interest 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 Principal and Interest Account after the retirement of the Bonds may be used by the Issuer for any legal purpose.

Section 504. Application of Moneys in the Redemption Fund. Moneys in the Redemption Fund

shall be paid and transferred to the Refunded Bonds Paying Agent, with irrevocable instructions to apply such amount to the payment of the Refunded Bonds on the Refunded Bonds Redemption Date. The Clerk is authorized and instructed to provide appropriate notice of redemption in accordance with the Refunded Bonds Resolution authorizing the issuance of such Refunded Bonds. Any moneys remaining in the Redemption Fund not needed to retire the Refunded Bonds shall be transferred to the Debt Service Account.

Section 505. Application of Moneys in the Costs of Issuance Account. Moneys in the Costs of Issuance Account shall be used by the Issuer to pay the Costs of Issuance. Any funds remaining in the Costs of Issuance Account, after payment of all Costs of Issuance, but not later than the later of 30 days prior to the first Stated Maturity of principal or one year after the date of issuance of the Series 2020-D Bonds, shall be transferred to Principal and Interest Account.

Section 506. 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: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. 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 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.

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 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

CONTINUING DISCLOSURE REQUIREMENTS

Section 801. Disclosure Requirements. The Issuer is hereby authorized to enter into the Disclosure Undertaking, and the Mayor/CEO and Clerk are hereby authorized and directed to execute the Disclosure Undertaking with such changes therein as such officials may deem appropriate. 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 802. 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 IX

MISCELLANEOUS PROVISIONS

Section 901. 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 902. 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 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 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, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

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 903. 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 904. 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 mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. 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) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax 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 905. Electronic Transactions. The issuance of the Bonds and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

Section 906. Further Authority. The officers and officials of the Issuer, including the Mayor/CEO 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 907. 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 908. Governing Law. This Bond Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 909. 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 August 13, 2020.

(SEAL)

Mayor/CEO

ATTEST:

Clerk

EXHIBIT A
(FORM OF BONDS)

**REGISTERED
NUMBER**

**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
TAXABLE SPECIAL OBLIGATION ANNUAL APPROPRIATION REFUNDING BOND
SERIES 2020-D**

**Interest
Rate:**

**Maturity
Date:**

**Dated
Date: September 17, 2020**

CUSIP:

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the Unified Government of Wyandotte County/Kansas City, Kansas, 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 June 1 and December 1 of each year, commencing June 1, 2021 (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 “Taxable Special Obligation Annual Appropriation Refunding Bonds, Series 2020-D,” aggregating the principal amount of \$[PRINCIPAL AMOUNT] (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 (jointly, 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. 10-427 *et seq.*, and K.S.A. 10-620 *et seq.*, all as amended and supplemented from time to time, and all other provisions of the laws of the State of Kansas applicable thereto.

Limited Obligations. The Issuer intends, on or before the last day of each fiscal year, to budget and appropriate, specifically with respect to the Ordinance and the Resolution, moneys sufficient to pay all the debt service payments on the Bonds for the next succeeding fiscal year. The debt service payments on the Bonds shall constitute currently budgeted expenditures of the Issuer, and shall not in any way be construed or interpreted as creating a liability or a general obligation or debt of the Issuer in contravention of any applicable constitutional or statutory limitation or requirements concerning the creation of indebtedness by the Issuer, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the Issuer. The Issuer’s obligations to pay debt service payments on the Bonds shall be from year to year only, and shall not constitute a mandatory payment obligation of the Issuer in any ensuing fiscal year beyond the then current fiscal year. Neither the Ordinance, the Resolution, nor the issuance of the Bonds shall directly or indirectly obligate the Issuer to levy or pledge any form of taxation or make any appropriation or make any payments beyond those appropriated for the Issuer’s then current fiscal year, but in each fiscal year the debt service payments on the Bonds shall be payable solely from the amounts budgeted or appropriated therefor out of the income and revenue provided for such year, plus any unencumbered balances from previous years.

Redemption Prior to Maturity. The Bonds are not subject to redemption.

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 hereinafter defined 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 or facsimile signature of its Mayor/CEO and attested by the manual 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)
Clerk

STATE OF KANSAS)
) SS.
COUNTY OF WYANDOTTE)

By: _____ (facsimile)
Clerk

By: _____
Treasurer of the State of Kansas

Registration Number _____

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)



Staff Request for Commission Action

Tracking No. 20309

Full Commission Meeting Date: 8/13/2020

Committee: Full Commission

Date of Standing Committee Action:

(If none, please explain): R-49-20 approved sales resolution. R-48-20 approved Home Rule resolution.

Publication Required: No

<u>Date:</u> 8/6/2020	<u>Contact Name:</u> Kathleen VonAchen	<u>Contact Phone:</u> x5186	<u>Contact Email:</u> kvonachen@wycokck.org	<u>Department/Division:</u> Finance
<u>Item Description:</u> Two resolutions: -Authorizing and directing the issuance, sale, and delivery of Municipal Temporary Notes, Series 2020-II -Authorizing and directing the issuance, sale, and delivery of Municipal Temporary Notes, Series 2020-III (County ERP Project) Submitted by Kathleen VonAchen, Chief Finance Officer.				
<u>Action Requested:</u> Approval				
<u>Budget Impact: (if applicable)</u> Amount: Source: Included In Budget: Other (explain):				
<u>Attachments List:</u> Resolution (UG GOTN 2020-II), Resolution (UG GOTN 2020-III)				

BASIC DOCUMENTS - REGISTERED NOTES

- A. Excerpt of Minutes of Meeting approving Note Resolution
 - B. Note Resolution
-

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS
HELD ON AUGUST 13, 2020**

The governing body met in regular session at the usual meeting place in the Unified Government, at 7:00 p.m., the following members being present and participating, to-wit:

_____.

Absent:

The Mayor/CEO declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

There was presented a Resolution entitled:

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF MUNICIPAL TEMPORARY NOTES, SERIES 2020-II, OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

Commissioner _____ moved that the Resolution be adopted. The motion was seconded by Commissioner _____. The Resolution was duly read and considered, and upon being put, the motion for the adoption of the Resolution was carried by the vote of the governing body as follows:

Yea: _____.

Nay: _____.

The Mayor/CEO declared the Resolution duly adopted and the Resolution was then duly numbered Resolution No. R-____-20, and was signed by the Mayor/CEO and attested by the Clerk.

* * * * *

(Other Proceedings)

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the Unified Government of Wyandotte County/Kansas City, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

RESOLUTION NO. R-____-20

OF

THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

ADOPTED

AUGUST 13, 2020

**MUNICIPAL TEMPORARY NOTES
SERIES 2020-II**

RESOLUTION

TABLE OF CONTENTS

ARTICLE I DEFINITIONS

Section 101. Definitions of Words and Terms.....	2
--	---

ARTICLE II AUTHORIZATION AND DETAILS OF THE NOTES

Section 201. Authorization of the Notes.....	8
Section 202. Description of the Notes.	8
Section 203. Designation of Paying Agent and Note Registrar.....	9
Section 204. Method and Place of Payment of the Notes.....	9
Section 205. Payments Due on Saturdays, Sundays and Holidays.....	10
Section 206. Registration, Transfer and Exchange of Notes.....	10
Section 207. Execution, Registration, Authentication and Delivery of Notes.....	11
Section 208. Mutilated, Lost, Stolen or Destroyed Notes.....	11
Section 209. Cancellation and Destruction of Notes Upon Payment.....	12
Section 210. Book-Entry Notes; Securities Depository.....	12
Section 211. Nonpresentment of Notes.....	13
Section 212. Sale of the Notes – Note Purchase Agreement.....	13

ARTICLE III REDEMPTION OF NOTES

Section 301. No Redemption of Notes.....	13
--	----

ARTICLE IV SECURITY FOR NOTES

Section 401. Security for the Notes.....	14
Section 402. Levy and Collection of Annual Tax.....	14

ARTICLE V ESTABLISHMENT OF FUNDS AND ACCOUNTS

DEPOSIT AND APPLICATION OF NOTE PROCEEDS

Section 501. Creation of Funds and Accounts.....	14
Section 502. Deposit of Note Proceeds.....	14
Section 503. Application of Moneys in the Improvement Fund.....	15
Section 504. Substitution of Improvements; Reallocation of Proceeds.....	15
Section 505. Application of Moneys in Debt Service Account.....	15
Section 506. Application of Moneys in the Rebate Fund.....	16
Section 507. Deposits and Investment of Moneys.....	16

ARTICLE VI DEFAULT AND REMEDIES

Section 601. Remedies.....	16
Section 602. Limitation on Rights of Owners.....	17
Section 603. Remedies Cumulative.....	17

ARTICLE VII DEFEASANCE

Section 701. Defeasance.17

ARTICLE VIII TAX COVENANTS

Section 801. General Covenants.18
Section 802. Survival of Covenants.18

ARTICLE IX CONTINUING DISCLOSURE

Section 901. Exempt from Disclosure.18

ARTICLE X MISCELLANEOUS PROVISIONS

Section 1001. Annual Audit.19
Section 1002. Amendments.19
Section 1003. Notices, Consents and Other Instruments by Owners.....20
Section 1004. Notices.20
Section 1005. Electronic Transactions.21
Section 1006. Further Authority.21
Section 1007. Severability.21
Section 1008. Governing Law.21
Section 1009. Effective Date.21

EXHIBIT A – FORM OF NOTES.....A-1

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF MUNICIPAL TEMPORARY NOTES, SERIES 2020-II, OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; 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”) 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 the provisions of the laws of the State of Kansas applicable thereto, by proceedings duly had, the governing body of the Issuer has caused the following improvements (the “Improvements”) to be made in the Unified Government, to-wit:

<u><i>Project Description</i></u>	<u><i>Res. No.</i></u>	<u><i>Authority</i></u>	<u><i>Estimated Cost</i></u>
Enterprise Resource Planning System	R-47-20	Article 12, Section 5 of the Kansas Constitution	\$3,323,647

; and

WHEREAS, the governing body of the Issuer is authorized by law to issue general obligation bonds to pay a portion of the costs of the Improvements; and

WHEREAS, it is necessary for the Issuer to provide cash funds (from time to time) to meet its obligations incurred in constructing the Improvements prior to the completion thereof and the issuance of the Issuer’s general obligation bonds, and it is desirable and in the interest of the Issuer that such funds be raised by the issuance of temporary notes of the Issuer pursuant to the Act; and

WHEREAS, none of such temporary notes previously authorized have been issued and the Issuer proposes to issue its temporary notes to pay a portion of the costs of the Improvements; and

WHEREAS, the governing body of the Issuer hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Notes in the principal amount of \$[PRINCIPAL AMOUNT] to pay a portion of the costs of the Improvements.

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 Note 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.*, specifically including K.S.A. 10-123, K.S.A. 10-620 *et seq.*, 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 \$100,000 or any integral multiples of \$5,000 in excess thereof.

“Beneficial Owner” of the Notes includes any Owner of the Notes and any other Person who, directly or indirectly has the investment power with respect to any of the Notes.

“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.

“Business Day” means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

“Cede & Co.” means Cede & Co., as nominee of DTC.

“Clerk” means the duly elected/appointed and acting Clerk of the Issuer, or in the Clerk’s absence, the duly appointed Deputy, Assistant or Acting Clerk of the Issuer.

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

“Costs of Issuance” means all costs of issuing the Notes, 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, and all expenses incurred in connection with receiving ratings on the Notes.

“Dated Date” means September 24, 2020.

“Debt Service Account” means the Debt Service Account for Municipal Temporary Notes, Series 2020-II (within the Bond and Interest Fund) created pursuant to **Section 501** hereof.

“Debt Service Requirements” means the aggregate principal payments and interest payments on the Notes 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 Note 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.

“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 Notes 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 Notes 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 Notes or in this Note Resolution 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 Notes 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 by or referred to in *Section 501* hereof.

“Improvement Fund” means the Improvement Fund for Municipal Temporary Notes, Series 2020-II created pursuant to *Section 501* hereof.

“Improvements” means the improvements referred to in the preamble to this Note Resolution 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 Note Resolution.

“Interest Payment Date(s)” means the Maturity of the Note.

“Issue Date” means the date when the Issuer delivers the Notes 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 Note means the date on which the principal of such Note 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.

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

“Note Purchase Agreement” means the Note Purchase Agreement dated as of August 13, 2020 between the Issuer and the Purchaser.

“Note Register” means the books for the registration, transfer and exchange of Notes kept at the office of the Note Registrar.

“Note Registrar” means [Treasurer] [UMB Bank, N.A., Kansas City, Missouri,] and its successors and assigns.

“Note Resolution” means this resolution relating to the Notes.

“Notes” means the Municipal Temporary Notes, Series 2020-II, authorized and issued by the Issuer pursuant to this Note Resolution.

“Notice Address” means with respect to the following entities:

(a) To the Issuer at:

Unified Government of Wyandotte County/Kansas City, Kansas
701 N. 7th Street
Kansas City, Kansas 66101
Fax: (913) 573-5003
Attn: General Counsel

(b) To the Paying Agent at:

[UMB Bank, N.A.
1010 Grand Boulevard
Kansas City, Missouri 64106
Attn: Corporate Trust Division]
Fax: (816) 860-3021]

[Unified Government of Wyandotte County/Kansas City, Kansas
701 N. 7th Street
Kansas City, Kansas 66101
Fax: (913) 573-5003
Attn: Treasurer]

(c) To the Purchaser:

UMB Bank, N.A.
1010 Grand Boulevard

Kansas City, Missouri 64106
Attn: Corporate Trust Division
Fax: (816) 860-3021

“Notice Representative” means:

- (a) With respect to the Issuer, the Clerk.
- (b) With respect to the Note Registrar and Paying Agent, [the Treasurer] [the Manager of the Corporate Trust Division].
- (c) With respect to any Purchaser, the manager of its Municipal Bond Department.

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

- (a) Notes theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Notes deemed to be paid in accordance with the provisions of *Article VII* hereof; and
- (c) Notes in exchange for or in lieu of which other Notes have been authenticated and delivered hereunder.

“Owner” when used with respect to any Note means the Person in whose name such Note is registered on the Note Register. Whenever consent of the Owners is required pursuant to the terms of this Note Resolution, and the Owner of the Notes, as set forth on the Note Register, is Cede & Co., the term Owner shall be deemed to be the Beneficial Owner of the Notes.

“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 [UMB Bank, N.A., Kansas City, Missouri] [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 Issuer; (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 amount set forth in the Note Purchase Agreement.

“Purchaser” means UMB Bank, N.A., Kansas City, Missouri, the original purchaser of the Notes, and any successors and assigns.

“Rebate Fund” means the Rebate Fund for Municipal Temporary Notes, Series 2020-I 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” when used with respect to any Note to be redeemed means the date fixed for the redemption of such Note pursuant to the terms of this Note Resolution.

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

“Replacement Notes” means Notes issued to the Beneficial Owners of the Notes in accordance with *Article II* 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” means Standard & Poor’s Ratings Services, a division of McGraw Hill Financial 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 Note or any installment of interest thereon means the date specified in such Note and this Note Resolution as the fixed date on which the principal of such Note 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.

“Treasurer” means the duly appointed and/or elected Treasurer 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 NOTES

Section 201. Authorization of the Notes. There shall be issued and hereby are authorized and directed to be issued the Municipal Temporary Notes, Series 2020-II, of the Issuer in the principal amount of \$[Principal Amount], 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 Notes. The Notes shall consist of fully registered notes in Authorized Denominations, and shall be numbered in such manner as the Note Registrar shall determine. All of the Notes shall be dated as of the Dated Date, shall become due in the amounts on the Stated Maturity, without option of prior redemption and payment, and shall bear interest at the rates per annum as follows:

<u>Stated Maturity</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>
_____, 2020	[\$ _____]	_____ %

The Notes shall bear interest at the above specified rates (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 Notes, 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 Note Registrar. [The Treasurer] [UMB Bank, N.A., Kansas City, Missouri,] is hereby designated as the Paying Agent for the payment of principal of and interest on the Note and Note Registrar with respect to the registration, transfer and exchange of Notes. [The Mayor/CEO of the Issuer is hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Note Registrar and Paying Agent for the Notes.]

The Issuer will at all times maintain a Paying Agent and Note 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 Note Registrar by (a) filing with the Paying Agent or Note Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Note Registrar and appointing a successor, and (b) causing notice of appointment of the successor Paying Agent and Note Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Note Registrar shall become effective until a successor has been appointed and has accepted the duties of Paying Agent or Note Registrar.

Every Paying Agent or Note 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 Notes. The principal of, or Redemption Price, if any, and interest on the Notes 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 and interest on each Note shall be paid at Maturity to the Person in whose name such Note is registered on the Note Register at the Maturity thereof, upon presentation and surrender of such Note at the principal [corporate trust] office of the Paying Agent. Such amounts shall be paid to the Owner of such Note as shown on the Note 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 Note Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of a payment to any Owner of \$500,000 or more in aggregate principal amount of Notes, by electronic transfer to such Owner upon written notice given to the Note 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 Note shall cease to be payable to the Owner of such Note on the relevant Record Date and shall be payable to the Owner in whose name such Note 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 Note and the date of the proposed payment (which date shall be at least [UMB ***45] [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 therefor to be mailed, by first class mail, postage prepaid, to each Owner of a Note entitled to such notice at the address of such Owner as it appears on the Note 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 Notes 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 Note Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Note Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Note Payment Date, and no interest shall accrue for the period after such Note Payment Date.

Section 206. Registration, Transfer and Exchange of Notes. The Issuer covenants that, as long as any of the Notes remain Outstanding, it will cause the Note Register to be kept at the office of the Note Registrar as herein provided. Each Note when issued shall be registered in the name of the Owner thereof on the Note Register.

Notes may be transferred and exchanged only on the Note Register as provided in this Section. An Owner shall only have the authority to transfer and exchange Notes in an aggregate principal amount of \$100,000 or more unless such transfer and exchange is made through a primary offering (as defined in the SEC Rule). Upon surrender of any Note at the principal [corporate trust] office of the Note Registrar, the Note Registrar shall transfer or exchange such Note for a new Note or Notes in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Note that was presented for transfer or exchange.

Notes 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 Note 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 Notes is exercised, the Note Registrar shall authenticate and deliver Notes in accordance with the provisions of this Note Resolution. The Issuer shall pay the fees and expenses of the Note Registrar for the registration, transfer and exchange of Notes provided for by this Note Resolution and the cost of printing a reasonable supply of registered note blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Note Registrar, are the responsibility of the Owners of the Notes. 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 Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Notes.

The Issuer and the Note Registrar shall not be required to register the transfer or exchange of any Note 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 Note is registered on the Note Register as the absolute Owner of such Note, whether such Note 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 Note 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 Note 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 Note Registrar, the Note Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Notes then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Note Registrar.

Section 207. Execution, Registration, Authentication and Delivery of Notes. Each of the Notes, including any Notes issued in exchange or as substitutions for the Notes initially delivered, shall be executed for and on behalf of the Issuer by the manual or facsimile signature of the Mayor/CEO, attested by the manual 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 Notes in the manner herein specified, and to cause the Notes to be registered in the office of the Clerk, which registration shall be evidenced by the manual or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Notes shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. The Notes shall be countersigned by the manual or facsimile signature of the Clerk and the seal of the Issuer shall be affixed or imprinted adjacent thereto following registration of the Notes by the Treasurer of the State of Kansas. In case any officer whose signature appears on any Notes ceases to be such officer before the delivery of such Notes, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Note may be signed by such persons who at the actual time of the execution of such Note are the proper officers to sign such Note although at the date of such Note such persons may not have been such officers.

The Mayor/CEO and Clerk are hereby authorized and directed to prepare and execute the Notes as herein specified, and when duly executed, to deliver the Notes to the Note Registrar for authentication.

The Notes 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 Note Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Notes that may be issued hereunder at any one time. No Note shall be entitled to any security or benefit under this Note Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Note Registrar. Such executed certificate of authentication upon any Note shall be conclusive evidence that such Note has been duly authenticated and delivered under this Note Resolution. Upon authentication, the Note Registrar shall deliver the Notes to the Purchaser upon instructions of the Issuer or its representative.

Section 208. Mutilated, Lost, Stolen or Destroyed Notes. If (a) any mutilated Note is surrendered to the Note Registrar or the Note Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Note, and (b) there is delivered to the Issuer and the Note Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Note Registrar that such Note has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Note Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Note, a new Note of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Note has become or is about to become due and payable, the Issuer, in its discretion, may pay such Note instead of issuing a new Note.

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

Every new Note 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 Note Resolution equally and ratably with all other Outstanding Notes.

Section 209. Cancellation and Destruction of Notes Upon Payment. All Notes 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 Notes so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

Section 210. Book-Entry Notes; Securities Depository. The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. The Notes 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 Notes, except in the event the Note Registrar issues Replacement Notes as provided in this Section. It is anticipated that during the term of the Notes, 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 Notes to the Participants until and unless the Note Registrar authenticates and delivers Replacement Notes 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 Notes being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Notes; or

(b) if the Note Registrar receives written notice from Participants having interests in not less than 50% of the Notes 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 Notes being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Notes, then the Note Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Note Registrar shall register in the name of and authenticate and deliver Replacement Notes 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 Note 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 Note. Upon the issuance of Replacement Notes, 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 Note Registrar, to the extent applicable with respect to such Replacement Notes. If the Securities Depository resigns and the Issuer, the Note Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Note Registrar shall authenticate and cause delivery of Replacement Notes

to Owners, as provided herein. The Note Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Notes. The cost of printing, registration, authentication, and delivery of Replacement Notes 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 Note Registrar receives written evidence satisfactory to the Note 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 Note Registrar upon its receipt of a Note or Notes for cancellation shall cause the delivery of Notes to the successor Securities Depository in appropriate denominations and form as provided herein.

Section 211. Nonpresentment of Notes. If any Note is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Note have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Note 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 Note, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Note Resolution or on, or with respect to, said Note. If any Note is not presented for payment within four (4) years following the date when such Note 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 Note, and such Note 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. Sale of the Notes – Note Purchase Agreement. The Mayor/CEO is hereby authorized to enter into the Note Purchase Agreement between the Issuer and the Purchaser in substantially the form submitted to the governing body concurrently with the adoption of this Note Resolution, with such changes therein as shall be approved by the Mayor/CEO, such officer's signature thereon being conclusive evidence of the approval thereof. Pursuant to the Note Purchase Agreement, the Issuer agrees to sell the Notes to the Purchaser for the Purchase Price, upon the terms and conditions set forth therein.

ARTICLE III

REDEMPTION OF NOTES

Section 301. No Redemption of Notes. The Notes shall not be subject to optional redemption and payment prior to their Stated Maturity.

ARTICLE IV

SECURITY FOR NOTES

Section 401. Security for the Notes. The Notes 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, real and personal, 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 Notes as the same become due.

Section 402. Levy and Collection of Annual Tax. The governing body of the Issuer shall annually make provision for the payment of principal of, premium, if any, and interest on the Notes as the same become due, if necessary, by 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 areas of the Unified Government) in the manner provided by law.

The taxes referred to above shall be extended upon the tax rolls 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 deposited in the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Notes as and when the same become due, 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 Notes 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 NOTE PROCEEDS

Section 501. Creation of Funds and Accounts. Simultaneously with the issuance of the Notes, there shall be created within the Treasury of the Issuer the following funds and accounts:

- (a) Improvement Fund for Municipal Temporary Notes, Series 2020-II .
- (b) Debt Service Account for Municipal Temporary Notes, Series 2020-II.
- (c) Rebate Fund for Municipal Temporary Notes, Series 2020-II.

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Note Resolution so long as the Notes are Outstanding.

Section 502. Deposit of Note Proceeds. The net proceeds received from the sale of the Notes shall be deposited simultaneously with the delivery of the Notes as follows:

(a) All accrued interest (if any) received from the sale of the Notes shall be deposited in the Debt Service Account.

(b) The remaining balance of the proceeds derived from the sale of the Notes 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 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; and (b) paying interest on the Notes 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 Notes 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 authorizing the use of the proceeds of the Notes to pay the Financeable Costs of the Substitute Improvement has been duly adopted by the governing body of the Issuer pursuant to this Section, (3) the Attorney General of the State has approved the amendment made by such resolution to the transcript of proceedings for the Notes to include the Substitute Improvements; and (4) the use of the proceeds of the Notes to pay the Financeable Cost of the Substitute Improvement will not adversely affect the tax-exempt status of the Notes under State or federal law.

(b) The Issuer may reallocate expenditure of Note proceeds among all Improvements financed by the Notes; 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 Notes 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 Notes 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 Notes as and when the same become due and the usual and customary fees and expenses of the Note 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 Notes and the fees and expenses of the Note Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent, if other than the Issuer, 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 Note Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Notes are no longer entitled to enforce payment of the Notes 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 Note Resolution and shall be held by the Paying Agent for the benefit of the Owners of the Notes entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the indebtedness for which the Notes were issued 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 Notes 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) of the Code 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 Notes 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 Note 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 Notes.

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 Note 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 be credited to the Debt Service Account.

ARTICLE VI

DEFAULT AND REMEDIES

Section 601. Remedies. The provisions of the Note Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Owners of the Notes. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Notes at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Notes 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 Note 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 Notes.

Section 602. Limitation on Rights of Owners. The covenants and agreements of the Issuer contained herein and in the Notes shall be for the equal benefit, protection, and security of the Owners of any or all of the Notes, all of which Notes shall be of equal rank and without preference or priority of one Note over any other Note in the application of the funds herein pledged to the payment of the principal of and the interest on the Notes, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Note 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 Notes.

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 Note 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 Notes by this Note 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 Notes 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 Notes, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Note Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Notes or scheduled interest payments thereon so paid and discharged. Notes, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Note 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 Notes 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 Notes 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. 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 Notes, 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 Notes, 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 Note 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 Notes; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor/CEO, chief financial officer 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 Notes 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 Notes pursuant to *Article VII* hereof or any other provision of this Note Resolution until such time as is set forth in the Federal Tax Certificate.

ARTICLE IX

CONTINUING DISCLOSURE

Section 901. Exempt from Disclosure. The Issuer has not prepared an official statement or other offering document relating to the Notes and is relying on exemption to provide and disseminate such information contained in Section (d)(1) of the SEC Rule. In furtherance of such exemption, the Issuer certifies that: (a) the Purchaser has certified that the Notes are being issued in denominations of \$100,000 or more; and (b) the Notes are being sold to no more than thirty-five persons, each of whom the Purchaser reasonably believes: (1) has the knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the prospective investment and (2) is not purchasing for more than one account or with a view to distributing the Notes.

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 Notes, 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 Note 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 Notes or of this Note Resolution, may be amended or modified at any time in any respect by resolution of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Notes 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 Note;
- (b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Note;
- (c) permit preference or priority of any Note over any other Note; or
- (d) reduce the percentage in principal amount of Notes required for the written consent to any modification or alteration of the provisions of this Note Resolution.

Any provision of the Notes or of this Note Resolution may, however, be amended or modified by 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 Notes at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Note 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 Notes among Improvements, to provide for Substitute Improvements, to conform this Note 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.

Every amendment or modification of the provisions of the Notes or of this Note Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution adopted by the governing body of the Issuer amending or supplementing the provisions of this Note Resolution and shall be deemed to be a part of this Note Resolution. A certified copy of every such amendatory or supplemental resolution, if any, and a certified copy of this Note 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 Note

or a prospective purchaser or owner of any Note authorized by this Note Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution of this Note 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 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 Notes then Outstanding. It shall not be necessary to note on any of the Outstanding Notes any reference to such amendment or modification.

The Issuer shall furnish to the Paying Agent a copy of any amendment to the Notes or this Note Resolution which affects the duties or obligations of the Paying Agent under this Note 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 Notes, if made in the following manner, shall be sufficient for any of the purposes of this Note 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 Notes, the amount or amounts, numbers and other identification of Notes, and the date of holding the same shall be proved by the Note Register.

In determining whether the Owners of the requisite principal amount of Notes Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Note Resolution, Notes owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Note 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 Notes which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Notes 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 Notes 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 Note 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 mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. 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) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax 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 Notes and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

Section 1006. Further Authority. The officers and officials of the Issuer, including the Mayor/CEO 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 Note 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 Note 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 Note Resolution.

Section 1008. Governing Law. This Note Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1009. Effective Date. This Note 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 August 13, 2020.

(SEAL)

Mayor/CEO

ATTEST:

Clerk

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT A
(FORM OF NOTES)

**REGISTERED
NUMBER _____**

**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
MUNICIPAL TEMPORARY NOTE
SERIES 2020-II**

**Interest
Rate:**

**Maturity
Date:**

**Dated
Date: September 24, 2020**

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, 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 at maturity until the Principal Amount has been paid.

Method and Place of Payment. The principal or redemption price and interest thereon of this Note shall be paid at maturity or upon earlier redemption to the person in whose name this Note is registered at the maturity or redemption date thereof, upon presentation and surrender of this Note at the principal office of [the Treasurer of the Unified Government of Wyandotte County/Kansas City, Kansas][UMB Bank, N.A., Kansas City, Missouri] (the "Paying Agent" and "Note Registrar"). Such amounts shall be payable by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Note Register or at such other address as is furnished to the Paying Agent in writing 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 Notes 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 Note Resolution.

Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Note Resolution.

Authorization of Notes. This Note is one of an authorized series of Notes of the Issuer designated “Municipal Temporary Notes, Series 2020-II,” aggregating the principal amount of \$[PRINCIPAL AMOUNT] (the “Notes”) issued for the purposes set forth in the Resolution of the Issuer authorizing the issuance of the Notes (the “Note Resolution”). The Notes 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.*, specifically including K.S.A. 10-123, K.S.A. 10-620 *et seq.*, 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 Notes 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, real and personal, 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 Notes as the same become due.

Redemption Prior to Maturity. The Notes are **not** subject to redemption prior to maturity.

Transfer and Exchange. This Note may be transferred or exchanged, as provided in the Note Resolution, only on the Note Register kept for that purpose at the principal [corporate trust] office of the Note Registrar, upon surrender of this Note together with a written instrument of transfer or authorization for exchange satisfactory to the Note Registrar duly executed by the Registered Owner or the Registered Owner’s duly authorized agent, and thereupon a new Note or Notes 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 Note Resolution and upon payment of the charges therein prescribed. A Registered Owner shall only have the authority to transfer and exchange Notes in an aggregate principal amount of \$100,000 or more unless such transfer and exchange is made through a primary offering (as defined in the SEC Rule). The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Notes and the cost of a reasonable supply of note blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Note is registered on the Note 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 Notes are issued in fully registered form in Authorized Denominations.

Authentication. This Note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the hereinafter defined Note Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Note 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 Note 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 notes, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Issuer has caused this Note to be executed by the manual or facsimile signature of its Mayor/CEO and attested by the manual 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: _____ (manual or facsimile)
Mayor/CEO

ATTEST:

By: _____ (manual or facsimile)
Clerk

This Municipal Temporary Note shall not be negotiable unless and until countersigned below following registration by the Treasurer of the State of Kansas.

(Facsimile Seal)

_____ (manual or facsimile)
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is one of a series of Municipal Temporary Notes, Series 2020-II, of the Unified Government of Wyandotte County/Kansas City, Kansas, described in the within-mentioned Note Resolution.

Registration Date: _____

Office of the Treasurer of the Unified
Government of Wyandotte County/Kansas City,
Kansas, Kansas City, Kansas, as Note 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 Note has been duly registered in my office according to law as of September 24, 2020.

WITNESS my hand and official seal.

(Facsimile Seal)

(facsimile)
Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

JAKE LATURNER, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Note has been filed in the office of the State Treasurer, and that this Note was registered in such office according to law on _____.

WITNESS my hand and official seal.

(Seal)

By: _____
Treasurer of the State of Kansas

NOTE ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer to

(Name and Address)

(Social Security or Taxpayer Identification No.)

the Note to which this assignment is affixed in the outstanding principal amount of \$_____, standing in the name of the undersigned on the books of the Note Registrar. The undersigned do(es) hereby irrevocably constitute and appoint _____ as agent to transfer said Note on the books of said Note 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 Notes:

GILMORE & BELL, P.C.

Attorneys at Law
2405 Grand Boulevard
Suite 1100
Kansas City, Missouri 64108

(PRINTED LEGAL OPINION)

BASIC DOCUMENTS - REGISTERED NOTES

- A. Excerpt of Minutes of Meeting approving Note Resolution
 - B. Note Resolution
-

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS
HELD ON AUGUST 13, 2020**

The governing body met in regular session at the usual meeting place in the Unified Government, at 7:00 p.m., the following members being present and participating, to-wit:

_____.

Absent:

The Mayor/CEO declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

There was presented a Resolution entitled:

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF MUNICIPAL TEMPORARY NOTES, SERIES 2020-III (COUNTY ERP PROJECT), OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

Commissioner _____ moved that the Resolution be adopted. The motion was seconded by Commissioner _____. The Resolution was duly read and considered, and upon being put, the motion for the adoption of the Resolution was carried by the vote of the governing body as follows:

Yea: _____.

Nay: _____.

The Mayor/CEO declared the Resolution duly adopted and the Resolution was then duly numbered Resolution No. R-____-20, and was signed by the Mayor/CEO and attested by the Clerk.

* * * * *

(Other Proceedings)

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the Unified Government of Wyandotte County/Kansas City, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

RESOLUTION NO. R-____-20

OF

THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

ADOPTED

AUGUST 13, 2020

**MUNICIPAL TEMPORARY NOTES
SERIES 2020-III
(COUNTY ERP PROJECT)**

RESOLUTION

TABLE OF CONTENTS

ARTICLE I DEFINITIONS

Section 101. Definitions of Words and Terms.....	2
--	---

ARTICLE II AUTHORIZATION AND DETAILS OF THE NOTES

Section 201. Authorization of the Notes.....	8
Section 202. Description of the Notes.	8
Section 203. Designation of Paying Agent and Note Registrar.....	9
Section 204. Method and Place of Payment of the Notes.....	9
Section 205. Payments Due on Saturdays, Sundays and Holidays.....	10
Section 206. Registration, Transfer and Exchange of Notes.....	10
Section 207. Execution, Registration, Authentication and Delivery of Notes.....	11
Section 208. Mutilated, Lost, Stolen or Destroyed Notes.....	11
Section 209. Cancellation and Destruction of Notes Upon Payment.....	12
Section 210. Book-Entry Notes; Securities Depository.....	12
Section 211. Nonpresentment of Notes.....	13
Section 212. Sale of the Notes – Note Purchase Agreement.....	13

ARTICLE III REDEMPTION OF NOTES

Section 301. No Redemption of Notes.....	13
--	----

ARTICLE IV SECURITY FOR NOTES

Section 401. Security for the Notes.....	14
Section 402. Levy and Collection of Annual Tax.....	14

ARTICLE V ESTABLISHMENT OF FUNDS AND ACCOUNTS

DEPOSIT AND APPLICATION OF NOTE PROCEEDS

Section 501. Creation of Funds and Accounts.....	14
Section 502. Deposit of Note Proceeds.....	14
Section 503. Application of Moneys in the Improvement Fund.....	15
Section 504. Substitution of Improvements; Reallocation of Proceeds.....	15
Section 505. Application of Moneys in Debt Service Account.....	15
Section 506. Application of Moneys in the Rebate Fund.....	16
Section 507. Deposits and Investment of Moneys.....	16

ARTICLE VI DEFAULT AND REMEDIES

Section 601. Remedies.....	16
Section 602. Limitation on Rights of Owners.....	17
Section 603. Remedies Cumulative.....	17

ARTICLE VII DEFEASANCE

Section 701. Defeasance.17

ARTICLE VIII TAX COVENANTS

Section 801. General Covenants.18
Section 802. Survival of Covenants.18

ARTICLE IX CONTINUING DISCLOSURE

Section 901. Exempt from Disclosure.18

ARTICLE X MISCELLANEOUS PROVISIONS

Section 1001. Annual Audit.19
Section 1002. Amendments.19
Section 1003. Notices, Consents and Other Instruments by Owners.....20
Section 1004. Notices.20
Section 1005. Electronic Transactions.21
Section 1006. Further Authority.21
Section 1007. Severability.21
Section 1008. Governing Law.21
Section 1009. Effective Date.21

EXHIBIT A – FORM OF NOTES.....A-1

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF MUNICIPAL TEMPORARY NOTES, SERIES 2020-III (COUNTY ERP PROJECT), OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; 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”) 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, for purposes of adopting this resolution, the Issuer is acting in its capacity as a county; and

WHEREAS, pursuant to the provisions of the laws of the State of Kansas applicable thereto, by proceedings duly had, the governing body of the Issuer has caused the following improvements (the “Improvements”) to be made in the Unified Government, to-wit:

<u><i>Project Description</i></u>	<u><i>Res. No.</i></u>	<u><i>Authority</i></u>	<u><i>Estimated Cost</i></u>
Enterprise Resource Planning System	R-48-20	K.S.A. 19-101a	\$1,910,994

; and

WHEREAS, the governing body of the Issuer is authorized by law to issue general obligation bonds to pay a portion of the costs of the Improvements; and

WHEREAS, it is necessary for the Issuer to provide cash funds (from time to time) to meet its obligations incurred in constructing the Improvements prior to the completion thereof and the issuance of the Issuer’s general obligation bonds, and it is desirable and in the interest of the Issuer that such funds be raised by the issuance of temporary notes of the Issuer pursuant to the Act; and

WHEREAS, none of such temporary notes previously authorized have been issued and the Issuer proposes to issue its temporary notes to pay a portion of the costs of the Improvements; and

WHEREAS, the governing body of the Issuer hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Notes in the principal amount of \$[PRINCIPAL AMOUNT] to pay a portion of the costs of the Improvements.

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 Note 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.*, specifically including K.S.A. 10-123, K.S.A. 10-620 *et seq.*, and K.S.A. 19-101a, all as amended and supplemented from time to time.

“Authorized Denomination” means \$100,000 or any integral multiples of \$5,000 in excess thereof.

“Beneficial Owner” of the Notes includes any Owner of the Notes and any other Person who, directly or indirectly has the investment power with respect to any of the Notes.

“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.

“Business Day” means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

“Cede & Co.” means Cede & Co., as nominee of DTC.

“Clerk” means the duly elected/appointed and acting Clerk of the Issuer, or in the Clerk’s absence, the duly appointed Deputy, Assistant or Acting Clerk of the Issuer.

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

“Costs of Issuance” means all costs of issuing the Notes, 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, and all expenses incurred in connection with receiving ratings on the Notes.

“Dated Date” means September 24, 2020.

“Debt Service Account” means the Debt Service Account for Municipal Temporary Notes, Series 2020-III (within the Bond and Interest Fund) created pursuant to **Section 501** hereof.

“Debt Service Requirements” means the aggregate principal payments and interest payments on the Notes 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 Note 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.

“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 Notes 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 Notes 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 Notes or in this Note Resolution 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 Notes 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 by or referred to in *Section 501* hereof.

“Improvement Fund” means the Improvement Fund for Municipal Temporary Notes, Series 2020-III created pursuant to *Section 501* hereof.

“Improvements” means the improvements referred to in the preamble to this Note Resolution 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 Note Resolution.

“Interest Payment Date(s)” means the Maturity of the Note.

“Issue Date” means the date when the Issuer delivers the Notes 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 Note means the date on which the principal of such Note 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.

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

“Note Purchase Agreement” means the Note Purchase Agreement dated as of August 13, 2020 between the Issuer and the Purchaser.

“Note Register” means the books for the registration, transfer and exchange of Notes kept at the office of the Note Registrar.

“Note Registrar” means [Treasurer] [UMB Bank, N.A., Kansas City, Missouri,] and its successors and assigns.

“Note Resolution” means this resolution relating to the Notes.

“Notes” means the Municipal Temporary Notes, Series 2020-III (County ERP Project), authorized and issued by the Issuer pursuant to this Note Resolution.

“Notice Address” means with respect to the following entities:

(a) To the Issuer at:

Unified Government of Wyandotte County/Kansas City, Kansas
701 N. 7th Street
Kansas City, Kansas 66101
Fax: (913) 573-5003
Attn: General Counsel

(b) To the Paying Agent at:

[UMB Bank, N.A.
1010 Grand Boulevard
Kansas City, Missouri 64106
Attn: Corporate Trust Division]
Fax: (816) 860-3021]

[Unified Government of Wyandotte County/Kansas City, Kansas
701 N. 7th Street
Kansas City, Kansas 66101
Fax: (913) 573-5003
Attn: Treasurer]

(c) To the Purchaser:

UMB Bank, N.A.
1010 Grand Boulevard

Kansas City, Missouri 64106
Attn: Corporate Trust Division
Fax: (816) 860-3021

“Notice Representative” means:

- (a) With respect to the Issuer, the Clerk.
- (b) With respect to the Note Registrar and Paying Agent, [the Treasurer] [the Manager of the Corporate Trust Division].
- (c) With respect to any Purchaser, the manager of its Municipal Bond Department.

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

- (a) Notes theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Notes deemed to be paid in accordance with the provisions of *Article VII* hereof; and
- (c) Notes in exchange for or in lieu of which other Notes have been authenticated and delivered hereunder.

“Owner” when used with respect to any Note means the Person in whose name such Note is registered on the Note Register. Whenever consent of the Owners is required pursuant to the terms of this Note Resolution, and the Owner of the Notes, as set forth on the Note Register, is Cede & Co., the term Owner shall be deemed to be the Beneficial Owner of the Notes.

“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 [UMB Bank, N.A., Kansas City, Missouri] [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 Issuer; (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 amount set forth in the Note Purchase Agreement.

“Purchaser” means UMB Bank, N.A., Kansas City, Missouri, the original purchaser of the Notes, and any successors and assigns.

“Rebate Fund” means the Rebate Fund for Municipal Temporary Notes, Series 2020-I 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” when used with respect to any Note to be redeemed means the date fixed for the redemption of such Note pursuant to the terms of this Note Resolution.

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

“Replacement Notes” means Notes issued to the Beneficial Owners of the Notes in accordance with *Article II* 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” means Standard & Poor’s Ratings Services, a division of McGraw Hill Financial 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 Note or any installment of interest thereon means the date specified in such Note and this Note Resolution as the fixed date on which the principal of such Note 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.

“**Treasurer**” means the duly appointed and/or elected Treasurer 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 NOTES

Section 201. Authorization of the Notes. There shall be issued and hereby are authorized and directed to be issued the Municipal Temporary Notes, Series 2020-III (County ERP Project), of the Issuer in the principal amount of \$[Principal Amount], 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 Notes. The Notes shall consist of fully registered notes in Authorized Denominations, and shall be numbered in such manner as the Note Registrar shall determine. All of the Notes shall be dated as of the Dated Date, shall become due in the amounts on the Stated Maturity, without option of prior redemption and payment, and shall bear interest at the rates per annum as follows:

<u>Stated Maturity</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>
_____, 2020	\$[]	_____%

The Notes shall bear interest at the above specified rates (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 Notes, 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 Note Registrar. [The Treasurer] [UMB Bank, N.A., Kansas City, Missouri,] is hereby designated as the Paying Agent for the payment of principal of and interest on the Note and Note Registrar with respect to the registration, transfer and exchange of Notes. [The Mayor/CEO of the Issuer is hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Note Registrar and Paying Agent for the Notes.]

The Issuer will at all times maintain a Paying Agent and Note 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 Note Registrar by (a) filing with the Paying Agent or Note Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Note Registrar and appointing a successor, and (b) causing notice of appointment of the successor Paying Agent and Note Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Note Registrar shall become effective until a successor has been appointed and has accepted the duties of Paying Agent or Note Registrar.

Every Paying Agent or Note 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 Notes. The principal of, or Redemption Price, if any, and interest on the Notes 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 and interest on each Note shall be paid at Maturity to the Person in whose name such Note is registered on the Note Register at the Maturity thereof, upon presentation and surrender of such Note at the principal [corporate trust] office of the Paying Agent. Such amounts shall be paid to the Owner of such Note as shown on the Note 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 Note Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of a payment to any Owner of \$500,000 or more in aggregate principal amount of Notes, by electronic transfer to such Owner upon written notice given to the Note 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 Note shall cease to be payable to the Owner of such Note on the relevant Record Date and shall be payable to the Owner in whose name such Note 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 Note and the date of the proposed payment (which date shall be at least [UMB ***45] [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 therefor to be mailed, by first class mail, postage prepaid, to each Owner of a Note entitled to such notice at the address of such Owner as it appears on the Note 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 Notes 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 Note Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Note Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Note Payment Date, and no interest shall accrue for the period after such Note Payment Date.

Section 206. Registration, Transfer and Exchange of Notes. The Issuer covenants that, as long as any of the Notes remain Outstanding, it will cause the Note Register to be kept at the office of the Note Registrar as herein provided. Each Note when issued shall be registered in the name of the Owner thereof on the Note Register.

Notes may be transferred and exchanged only on the Note Register as provided in this Section. An Owner shall only have the authority to transfer and exchange Notes in an aggregate principal amount of \$100,000 or more unless such transfer and exchange is made through a primary offering (as defined in the SEC Rule). Upon surrender of any Note at the principal [corporate trust] office of the Note Registrar, the Note Registrar shall transfer or exchange such Note for a new Note or Notes in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Note that was presented for transfer or exchange.

Notes 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 Note 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 Notes is exercised, the Note Registrar shall authenticate and deliver Notes in accordance with the provisions of this Note Resolution. The Issuer shall pay the fees and expenses of the Note Registrar for the registration, transfer and exchange of Notes provided for by this Note Resolution and the cost of printing a reasonable supply of registered note blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Note Registrar, are the responsibility of the Owners of the Notes. 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 Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Notes.

The Issuer and the Note Registrar shall not be required to register the transfer or exchange of any Note 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 Note is registered on the Note Register as the absolute Owner of such Note, whether such Note 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 Note 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 Note 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 Note Registrar, the Note Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Notes then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Note Registrar.

Section 207. Execution, Registration, Authentication and Delivery of Notes. Each of the Notes, including any Notes issued in exchange or as substitutions for the Notes initially delivered, shall be executed for and on behalf of the Issuer by the manual or facsimile signature of the Mayor/CEO, attested by the manual 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 Notes in the manner herein specified, and to cause the Notes to be registered in the office of the Clerk, which registration shall be evidenced by the manual or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Notes shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. The Notes shall be countersigned by the manual or facsimile signature of the Clerk and the seal of the Issuer shall be affixed or imprinted adjacent thereto following registration of the Notes by the Treasurer of the State of Kansas. In case any officer whose signature appears on any Notes ceases to be such officer before the delivery of such Notes, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Note may be signed by such persons who at the actual time of the execution of such Note are the proper officers to sign such Note although at the date of such Note such persons may not have been such officers.

The Mayor/CEO and Clerk are hereby authorized and directed to prepare and execute the Notes as herein specified, and when duly executed, to deliver the Notes to the Note Registrar for authentication.

The Notes 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 Note Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Notes that may be issued hereunder at any one time. No Note shall be entitled to any security or benefit under this Note Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Note Registrar. Such executed certificate of authentication upon any Note shall be conclusive evidence that such Note has been duly authenticated and delivered under this Note Resolution. Upon authentication, the Note Registrar shall deliver the Notes to the Purchaser upon instructions of the Issuer or its representative.

Section 208. Mutilated, Lost, Stolen or Destroyed Notes. If (a) any mutilated Note is surrendered to the Note Registrar or the Note Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Note, and (b) there is delivered to the Issuer and the Note Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Note Registrar that such Note has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Note Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Note, a new Note of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Note has become or is about to become due and payable, the Issuer, in its discretion, may pay such Note instead of issuing a new Note.

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

Every new Note 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 Note Resolution equally and ratably with all other Outstanding Notes.

Section 209. Cancellation and Destruction of Notes Upon Payment. All Notes 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 Notes so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

Section 210. Book-Entry Notes; Securities Depository. The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. The Notes 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 Notes, except in the event the Note Registrar issues Replacement Notes as provided in this Section. It is anticipated that during the term of the Notes, 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 Notes to the Participants until and unless the Note Registrar authenticates and delivers Replacement Notes 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 Notes being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Notes; or

(b) if the Note Registrar receives written notice from Participants having interests in not less than 50% of the Notes 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 Notes being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Notes, then the Note Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Note Registrar shall register in the name of and authenticate and deliver Replacement Notes 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 Note 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 Note. Upon the issuance of Replacement Notes, 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 Note Registrar, to the extent applicable with respect to such Replacement Notes. If the Securities Depository resigns and the Issuer, the Note Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Note Registrar shall authenticate and cause delivery of Replacement Notes

to Owners, as provided herein. The Note Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Notes. The cost of printing, registration, authentication, and delivery of Replacement Notes 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 Note Registrar receives written evidence satisfactory to the Note 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 Note Registrar upon its receipt of a Note or Notes for cancellation shall cause the delivery of Notes to the successor Securities Depository in appropriate denominations and form as provided herein.

Section 211. Nonpresentment of Notes. If any Note is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Note have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Note 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 Note, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Note Resolution or on, or with respect to, said Note. If any Note is not presented for payment within four (4) years following the date when such Note 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 Note, and such Note 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. Sale of the Notes – Note Purchase Agreement. The Mayor/CEO is hereby authorized to enter into the Note Purchase Agreement between the Issuer and the Purchaser in substantially the form submitted to the governing body concurrently with the adoption of this Note Resolution, with such changes therein as shall be approved by the Mayor/CEO, such officer's signature thereon being conclusive evidence of the approval thereof. Pursuant to the Note Purchase Agreement, the Issuer agrees to sell the Notes to the Purchaser for the Purchase Price, upon the terms and conditions set forth therein.

ARTICLE III

REDEMPTION OF NOTES

Section 301. No Redemption of Notes. The Notes shall not be subject to optional redemption and payment prior to their Stated Maturity.

ARTICLE IV

SECURITY FOR NOTES

Section 401. Security for the Notes. The Notes 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, real and personal, within the territorial limits 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 Notes as the same become due.

Section 402. Levy and Collection of Annual Tax. The governing body of the Issuer shall annually make provision for the payment of principal of, premium, if any, and interest on the Notes as the same become due, if necessary, by levying and collecting the necessary taxes upon all of the taxable tangible property within Wyandotte County, Kansas, in the manner provided by law.

The taxes referred to above shall be extended upon the tax rolls 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 deposited in the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Notes as and when the same become due, 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 Notes 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 NOTE PROCEEDS

Section 501. Creation of Funds and Accounts. Simultaneously with the issuance of the Notes, there shall be created within the Treasury of the Issuer the following funds and accounts:

- (a) Improvement Fund for Municipal Temporary Notes, Series 2020-III.
- (b) Debt Service Account for Municipal Temporary Notes, Series 2020-III.
- (c) Rebate Fund for Municipal Temporary Notes, Series 2020-III.

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Note Resolution so long as the Notes are Outstanding.

Section 502. Deposit of Note Proceeds. The net proceeds received from the sale of the Notes shall be deposited simultaneously with the delivery of the Notes as follows:

- (a) All accrued interest (if any) received from the sale of the Notes shall be deposited in the Debt Service Account.

(b) The remaining balance of the proceeds derived from the sale of the Notes 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 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; and (b) paying interest on the Notes 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 Notes 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 authorizing the use of the proceeds of the Notes to pay the Financeable Costs of the Substitute Improvement has been duly adopted by the governing body of the Issuer pursuant to this Section, (3) the Attorney General of the State has approved the amendment made by such resolution to the transcript of proceedings for the Notes to include the Substitute Improvements; and (4) the use of the proceeds of the Notes to pay the Financeable Cost of the Substitute Improvement will not adversely affect the tax-exempt status of the Notes under State or federal law.

(b) The Issuer may reallocate expenditure of Note proceeds among all Improvements financed by the Notes; 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 Notes 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 Notes 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 Notes as and when the same become due and the usual and customary fees and expenses of the Note 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 Notes and the fees and expenses of the Note Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent, if other than the Issuer, 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 Note Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Notes are no longer entitled to enforce payment of the Notes 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 Note Resolution and shall be held by the Paying Agent for the benefit of the Owners of the Notes entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the indebtedness for which the Notes were issued 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 Notes 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) of the Code 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 Notes 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 Note 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 Notes.

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 Note 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 be credited to the Debt Service Account.

ARTICLE VI

DEFAULT AND REMEDIES

Section 601. Remedies. The provisions of the Note Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Owners of the Notes. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Notes at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Notes 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 Note 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 Notes.

Section 602. Limitation on Rights of Owners. The covenants and agreements of the Issuer contained herein and in the Notes shall be for the equal benefit, protection, and security of the Owners of any or all of the Notes, all of which Notes shall be of equal rank and without preference or priority of one Note over any other Note in the application of the funds herein pledged to the payment of the principal of and the interest on the Notes, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Note 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 Notes.

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 Note 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 Notes by this Note 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 Notes 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 Notes, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Note Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Notes or scheduled interest payments thereon so paid and discharged. Notes, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Note 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 Notes 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 Notes 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. 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 Notes, 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 Notes, 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 Note 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 Notes; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor/CEO, chief financial officer 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 Notes 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 Notes pursuant to *Article VII* hereof or any other provision of this Note Resolution until such time as is set forth in the Federal Tax Certificate.

ARTICLE IX

CONTINUING DISCLOSURE

Section 901. Exempt from Disclosure. The Issuer has not prepared an official statement or other offering document relating to the Notes and is relying on exemption to provide and disseminate such information contained in Section (d)(1) of the SEC Rule. In furtherance of such exemption, the Issuer certifies that: (a) the Purchaser has certified that the Notes are being issued in denominations of \$100,000 or more; and (b) the Notes are being sold to no more than thirty-five persons, each of whom the Purchaser reasonably believes: (1) has the knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the prospective investment and (2) is not purchasing for more than one account or with a view to distributing the Notes.

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 Notes, 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 Note 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 Notes or of this Note Resolution, may be amended or modified at any time in any respect by resolution of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Notes 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 Note;
- (b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Note;
- (c) permit preference or priority of any Note over any other Note; or
- (d) reduce the percentage in principal amount of Notes required for the written consent to any modification or alteration of the provisions of this Note Resolution.

Any provision of the Notes or of this Note Resolution may, however, be amended or modified by 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 Notes at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Note 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 Notes among Improvements, to provide for Substitute Improvements, to conform this Note 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.

Every amendment or modification of the provisions of the Notes or of this Note Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution adopted by the governing body of the Issuer amending or supplementing the provisions of this Note Resolution and shall be deemed to be a part of this Note Resolution. A certified copy of every such amendatory or supplemental resolution, if any, and a certified copy of this Note 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 Note or a prospective purchaser or owner of any Note authorized by this Note Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution of this Note 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 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 Notes then Outstanding. It shall not be necessary to note on any of the Outstanding Notes any reference to such amendment or modification.

The Issuer shall furnish to the Paying Agent a copy of any amendment to the Notes or this Note Resolution which affects the duties or obligations of the Paying Agent under this Note 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 Notes, if made in the following manner, shall be sufficient for any of the purposes of this Note 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 Notes, the amount or amounts, numbers and other identification of Notes, and the date of holding the same shall be proved by the Note Register.

In determining whether the Owners of the requisite principal amount of Notes Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Note Resolution, Notes owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Note 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 Notes which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Notes 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 Notes 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 Note 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 mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. 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) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax 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 Notes and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

Section 1006. Further Authority. The officers and officials of the Issuer, including the Mayor/CEO 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 Note 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 Note 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 Note Resolution.

Section 1008. Governing Law. This Note Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1009. Effective Date. This Note 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 August 13, 2020.

(SEAL)

Mayor/CEO

ATTEST:

Clerk

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT A
(FORM OF NOTES)

**REGISTERED
NUMBER _____**

**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
MUNICIPAL TEMPORARY NOTE
SERIES 2020-III
(COUNTY ERP PROJECT)**

**Interest
Rate:**

**Maturity
Date:**

**Dated
Date: September 24, 2020**

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, 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 at maturity until the Principal Amount has been paid.

Method and Place of Payment. The principal or redemption price and interest thereon of this Note shall be paid at maturity or upon earlier redemption to the person in whose name this Note is registered at the maturity or redemption date thereof, upon presentation and surrender of this Note at the principal office of [the Treasurer of the Unified Government of Wyandotte County/Kansas City, Kansas][UMB Bank, N.A., Kansas City, Missouri] (the “Paying Agent” and “Note Registrar”). Such amounts shall be payable by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on

the Note Register or at such other address as is furnished to the Paying Agent in writing 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 Notes 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 Note Resolution.

Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Note Resolution.

Authorization of Notes. This Note is one of an authorized series of Notes of the Issuer designated “Municipal Temporary Notes, Series 2020-III (County ERP Project),” aggregating the principal amount of \$[PRINCIPAL AMOUNT] (the “Notes”) issued for the purposes set forth in the Resolution of the Issuer authorizing the issuance of the Notes (the “Note Resolution”). The Notes 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.*, specifically including K.S.A. 10-123, K.S.A. 10-620 *et seq.*, and K.S.A. 19-101a, as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

General Obligations. The Notes 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, real and personal, within the territorial limits 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 Notes as the same become due.

Redemption Prior to Maturity. The Notes are **not** subject to redemption prior to maturity.

Transfer and Exchange. This Note may be transferred or exchanged, as provided in the Note Resolution, only on the Note Register kept for that purpose at the principal [corporate trust] office of the Note Registrar, upon surrender of this Note together with a written instrument of transfer or authorization for exchange satisfactory to the Note Registrar duly executed by the Registered Owner or the Registered Owner’s duly authorized agent, and thereupon a new Note or Notes 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 Note Resolution and upon payment of the charges therein prescribed. A Registered Owner shall only have the authority to transfer and exchange Notes in an aggregate principal amount of \$100,000 or more unless such transfer and exchange is made through a primary offering (as defined in the SEC Rule). The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Notes and the cost of a reasonable supply of note blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Note is registered on the Note 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 Notes are issued in fully registered form in Authorized Denominations.

Authentication. This Note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the hereinafter defined Note Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Note 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 Note 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 notes, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Issuer has caused this Note to be executed by the manual or facsimile signature of its Mayor/CEO and attested by the manual 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: _____ (manual or facsimile)
Mayor/CEO

ATTEST:

By: _____ (manual or facsimile)
Clerk

This Municipal Temporary Note shall not be negotiable unless and until countersigned below following registration by the Treasurer of the State of Kansas.

(Facsimile Seal)

_____ (manual or facsimile)
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is one of a series of Municipal Temporary Notes, Series 2020-III (County ERP Project), of the Unified Government of Wyandotte County/Kansas City, Kansas, described in the within-mentioned Note Resolution.

Registration Date: _____

Office of the Treasurer of the Unified
Government of Wyandotte County/Kansas City,
Kansas, Kansas City, Kansas, as Note 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 Note has been duly registered in my office according to law as of September 24, 2020.

WITNESS my hand and official seal.

(Facsimile Seal)

(facsimile)
Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

JAKE LATURNER, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Note has been filed in the office of the State Treasurer, and that this Note was registered in such office according to law on _____.

WITNESS my hand and official seal.

(Seal)

By: _____
Treasurer of the State of Kansas

NOTE ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer to

(Name and Address)

(Social Security or Taxpayer Identification No.)

the Note to which this assignment is affixed in the outstanding principal amount of \$_____, standing in the name of the undersigned on the books of the Note Registrar. The undersigned do(es) hereby irrevocably constitute and appoint _____ as agent to transfer said Note on the books of said Note 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 Notes:

GILMORE & BELL, P.C.

Attorneys at Law
2405 Grand Boulevard
Suite 1100
Kansas City, Missouri 64108

(PRINTED LEGAL OPINION)
