Full Commission Meeting
UPDATED AGENDA
Thursday, February 16, 2023
7:00 PM

Location: HYBRID
We invite you to view the meeting in person in the Commission Chambers, Lobby level of the Municipal Office Building, 701 N. 7th Street, Kansas City, Kansas, or virtually via a Zoom webinar.:

Please click the link below to join the webinar:
https://us02web.zoom.us/j/84598153300?pwd=YUZOVlExVEd4ZHl0V2F5SzFkaG1sZz09
Passcode: 443917
Or One tap mobile:
US: +13462487799,84598153300# or +16694449171,84598153300#
Or Telephone:
Dial (for higher quality, dial a number based on your current location):
US: +1 346 248 7799 or +1 669 444 9171 or +1 669 900 9128 or +1 719 359 4580 or +1 253 205 0468 or +1 253 215 8782 or +1 689 278 1000 or +1 301 715 8592 or +1 305 224 1968 or +1 309 205 3325 or +1 312 626 6799 or +1 360 209 5623 or +1 386 347 5053 or +1 507 473 4847 or +1 564 217 2000 or +1 646 558 8656 or +1 646 931 3860 or 877 853 5257 (Toll-Free) or 888 475 4499 (Toll-Free)
Webinar ID: 845 9815 3300
International numbers available: https://us02web.zoom.us/u/kCFGGdV5E

Name	Absent
Mayor Tyrone Garner	☐
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 Chuck Stites	☐
Commissioner Andrew Davis	☐

I. CALL TO ORDER

II. **ROLL CALL**

III. **INVOCATION GIVEN BY KEN NETTING, GRACE LUTHERAN CHURCH**

IV. **PLEDGE OF ALLEGIANCE**

V. **REVISIONS TO FEBRUARY 16, 2023, AGENDA**
BLUE SHEET
<u>REMOVE ITEM</u>
VII. MAYOR'S AGENDA
Item No. 1 - ANNOUNCEMENT: COUNTY ADMINISTRATOR
Synopsis: Announcement and consideration of a resolution regarding the appointment of a County Administrator, submitted by Tyrone A. Garner, Mayor/CEO**.**

Tracking #: 212267

CORRECTION
VIII. CONSENT AGENDA
Item No. 1 – NOMINATIONS: BOARDS AND COMMISSIONS
Synopsis: Nominations for Boards and Commissions:

Marcus Winn to the Law Enforcement Advisory Board from 2/16/2023 to 12/31/2023, submitted by Commissioner McKiernan

Ladora Lattimore to the Law Enforcement Advisory Board from **<u>2/16/2023 to 12/31/2025</u>,** submitted by Mayor Tyrone A. Garner.
Tracking #: 212259

NEW ITEM
XI. ADMINISTRATOR'S AGENDA
Item No. 5 - PRESENTATION: BIOSOLIDS
Synopsis: A presentation of the assessment conducted by Nancy Zielke, Managing Director, Alvarez & Marsal Public Sector Services, LLC related to Biosolids, submitted by the County Administrator's Office**.**

For Information only.
Tracking #: 212238

VI. **APPROVAL OF THE ADMINISTRATOR'S AGENDA**

VII. MAYOR'S AGENDA

Item No. 1 - ANNOUNCEMENT: COUNTY ADMINISTRATOR (REMOVED PER BLUE SHEET)

Synopsis: Announcement and consideration of a resolution regarding the appointment of a County Administrator, submitted by Tyrone A. Garner, Mayor/CEO.

Tracking #: 212267

Item No. 2 - PROCLAMATION: BLACK HISTORY MONTH

Synopsis: Proclamation proclaiming February 2023, as Black History Month, submitted by Tyrone A. Garner, Mayor/CEO.

Tracking #: 212269

Item No. 3 - PROCLAMATION: FRIENDS OF YATES, 43RD ANNUAL BLACK MEN AND WOMEN OF DISTINCTION DAY IN RECOGNITION OF BLACK HISTORY MONTH

Synopsis: Proclamation proclaiming February 24, 2023, as Friends of Yates, 43rd Annual Black Men and Women of Distinction Day in Recognition of Black History Month, submitted by Tyrone A. Garner, Mayor/CEO.

Tracking #: 212270

VIII. CONSENT AGENDA

Item No. 1 - NOMINATIONS: BOARDS AND COMMISSIONS

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Ladora Lattimore to the Law Enforcement Advisory Board from **2/16/2023 to 12/31/2025**, submitted by Mayor Tyrone A. Garner. (UPDATED PER BLUE SHEET)

Tracking #: 212259

Item No. 2 - MINUTES

Synopsis: Minutes from the Full Commission meeting on December 15, 2022, and the Special Session meeting on December 15, 2022, and January 12, 2023.

Tracking #: MINUTES

Item No. 3 - WEEKLY BUSINESS

Synopsis: Weekly business materials dated January 19, January 26, and February 2, 2023.

Tracking #: WEEKLY BUSINESS

Item No. 4 - RESOLUTION: COUNTY INITIATIVE FOR FUNDING INFRASTRUCTURE (CIFI)
Synopsis: A resolution declaring that the County Initiative for Funding Infrastructure is necessary for street preservation and permanent maintenance activities. This Resolution allocates the $500,000 in funds approved in the 2023 budget between Kansas City, Bonner Springs, and Edwardsville, submitted by Jeff Fisher, Director of Public Works.

*On February 13, 2023, the **Public Works and Safety Standing Committee**, chaired by Commissioner Bynum, voted unanimously to approve and fast-track to the full commission.*
Tracking #: 212258

IX. PUBLIC HEARING AGENDA

Item No. 1 - RESOLUTION: HOME-ARP GRANT ALLOCATION PLAN
Synopsis: A presentation of the Draft HOME-ARP Allocation Plan, submitted by Joe Monslow, Interim Director of Community Development.

On January 23, 2023, the Administration and Human Services Standing Committee chaired by Commissioner Angela Markley voted unanimously to approve and forward to the full commission.
Tracking #: 212158

X. STANDING COMMITTEES' AGENDA

Item No. 1 - RESOLUTION: AMENDING SECTION 203 OF THE UNIFIED GOVERNMENT'S RULES OF PROCEDURE
Synopsis: A Resolution amending Section 203 of the Unified Government's Rules of Procedure as directed by the Commission on January 12, 2023, submitted by Misty Brown, Chief Counsel.

This item was previously heard by the Full Commission on January 26, 2023, and remanded back to the standing committee for further action. On February 13, 2023, the Administration and Human Services Standing Committee chaired by Commissioner Angela Markley voted unanimously to approve and fast-track to the full commission.
Tracking #: 212232

XI. ADMINISTRATOR'S AGENDA

Item No. 1 - UPDATE: GRANTS AND GRANT PROCESS
Synopsis: Update on status of grants and grant process, submitted by Cheryl Harrison-Lee, Interim County Administrator.

For information only.
Tracking #: 211735

Item No. 2 - ORDINANCE/RESOLUTION: SALE OF GENERAL OBLIGATION IMPROVEMENT BONDS
Synopsis: An ordinance authorizing and providing for the issuance of General Obligation Improvement Bonds, Series 2023-A, and a resolution authorizing and directing the sale and delivery of General Obligation Improvement Bonds, Series 2023-A, submitted by Deborah Jonscher, Acting Chief Financial Officer.
Tracking #: 212233

Item No. 3 - RESOLUTION: SALE OF GENERAL OBLIGATION NOTES (CITY)
Synopsis: A resolution authorizing and directing the issuance, sale and delivery of Municipal Temporary Notes, Series 2023-I, presented by Deborah Jonscher, Acting Chief Financial Officer.
Tracking #: 212234

Item No. 4 - RESOLUTION: SALE OF GENERAL OBLIGATION NOTES (COUNTY)
Synopsis: A resolution authorizing and directing the issuance, sale and delivery of Municipal Temporary Notes, Series 2023-II, presented by Deborah Jonscher, Acting Chief Financial Officer.
Tracking #: 212235

Item No. 5 - PRESENTATION: BIOSOLIDS(ADDED PER BLUE SHEET)
Synopsis: A presentation of the assessment conducted by Nancy Zielke, Managing Director, Alvarez & Marsal Public Sector Services, LLC related to Biosolids, submitted by the County Administrator's Office.

For Information only
Tracking #: 212238

XII. COMMISSIONERS' AGENDA

XIII. LAND BANK BOARD OF TRUSTEES' CONSENT AGENDA

XIV. PUBLIC ANNOUNCEMENT

XV. ADJOURN

AGENDA UPDATE
UNIFIED GOVERNMENT COMMISSION MEETING
THURSDAY, FEBRUARY 16, 2023

REMOVE ITEM
VII. MAYOR'S AGENDA
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Tracking #: 212259

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For Information only.
Tracking #: 212238

Unified Government of
Wyandotte County/Kansas City, Kansas

Tyrone A. Garner, Mayor/CEO

701 North Seventh Street, Ste. 926
Kansas City, Kansas 66101
(913) 573-5010

NOTICE OF PENDING APPOINTMENT

Date: 2/9/2023

BOARD POSITION: Law Enforcement Advisory Board

INCUMBENT REPLACED: Pastor Rick Behrens

TERM EXPIRATION DATE: 2/9/2023

APPOINTING COMMISSION MEMBER: Mayor Tyrone Garner

REQUEST FOR APPOINTMENT

NAME OF NEW APPOINTMENT: Ladora Lattimore

ADDRESS: [redacted]

PHONE NUMBER: [redacted]

EMAIL ADDRESS: [redacted]

TERM OF OFFICE: 2/16/2023-12/31/2025

Tyrone A. Garner

SIGNATURE OF APPOINTING COMMISION MEMBER

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

Staff Request for Commission Action

Tracking No. 212238

Full Commission Meeting Date:
Committee: Economic Development & Finance

Date of Standing Committee Action: No action (If none, please explain): Information Only

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
02/16/2023	Jeff Fisher	x5415	jfisher@wycokck.org	Public Works

Item Description: A presentation of the assessment conducted by Nancy Zielke, Managing Director, Alvarez & Marsal Public Sector Services, LLC related to Biosolids, submitted by the County Administrator's Office. *For information only.*
Action Requested: No action.
Budget Impact: (if applicable) Amount: Source: Included In Budget: Other (explain):
Attachments List: SUMMARY Presentation Feb 16 Prelimary Report

Return on Investment Review of the Kaw Point Wastewater Treatment Facility Biosolids Capital Project (CMIP #6045)

Unified Government of Wyandotte County/Kansas City, Kansas
Summary of Preliminary Report Findings & Recommendations

February 16, 2023

ALVAREZ & MARSAL

Preliminary Draft Report – As of Feb. 16

Purpose & Objectives of Assessment

(Page 4)

The Unified Government of Wyandotte County/Kansas City, Kansas (“Unified Government” or “UG”) engaged Alvarez & Marsal Public Sector Services, LLC (“A&M”) to perform an independent assessment of the economic benefits and capital investment considerations of its current Kaw Point Wastewater Treatment Facility Biosolids Capital Improvement Project.

The current Kaw Point Wastewater Treatment Facility (Kaw Point) has been built in the 1960's as the one primary sewerage treatment plants for the City. The Kaw Point is in need of major repairs and modernization to allow the UG to dispose of biosolids through land-application instead of landfilling in order to save money and provide increased flexibility. Additionally, the biogas byproduct will be harvested for additional revenue to help offset costs.

The Kaw Point Biosolids Project is a major initiative to also support the Unified Government’s economic development plan to support environmental, social, and governance policy efforts to promote expanded development within Kansas City, Kansas. The project is also part of the City’s efforts to address the 2022 Consent Decree with the U.S. Environmental Protection Agency (“EPA”) and the U.S. Department of Justice (“DOJ”).

Key project assessment components include:

- Current Project Investment
- Project Timeline and Key Milestones
- Assessment of Revised Biosolids CMIP Construction Analysis
- Future State Operating Cost and Investment Analysis
- Economic Impact of Project to Kansas City Sewer System Rate Payors
- Return on Investment Analysis
- Alternative Proposal Considerations
- Recommendations

Funding Sources for Project Investment as of December 31, 2022 (Page 13)

The UG has issued a combined project financing of $8.2 million in Temporary Notes and long-term G.O. Debt over the past four years

Project to Date (Cash) Funding Sources					
Funding Source	**2019**	**2020**	**2021**	**2022**	**Project to Date Total**
Short Term Borrowings - Temporary Notes					
Temporary Note Proceeds	$ 3,010,457.60	$ 4,098,202.60		$ 4,033,877.24	$ 11,142,537.44
Temporary Note Payoff	$ -	$ (3,010,457.60)	$ (4,098,202.60)	$ -	$ (7,108,660.20)
Debt Premium	$ 1,509.37	$ 4,835.88	**$ 289,378.73**	$ 6,252.83	
Total - Temporary Notes	**$ 3,011,966.97**	**$ 1,092,580.88**	**$ (3,808,823.87)**	**$ 4,040,130.07**	**$ 4,033,877.24**
Long Term Borrowings - G.O. Bonds					
G.O. Bonds - Series 2021A	$ -	$ -	$ 3,896,893.05	$ -	$ 3,896,893.05
Debt Premium	$ -	$ -	$ 289,378.73	$ -	$ 289,378.73
Total - G.O. Bonds	**$ -**	**$ -**	**$ 4,186,271.78**	**$ -**	**$ 4,186,271.78**
Total - Project to Date Sources	**$ 3,011,966.97**	**$ 1,092,580.88**	**$ 377,447.91**	**$ 4,040,130.07**	**$ 8,220,149.02**

Project Spending to Date – Continued

CMIP planning, design, and oversight costs for the Kaw Pont Biosolids Facility improvement total $4.3 million as of December 31, 2022

Observations & Findings

- A&M was able to tie submitted vendor Invoices to actual Accounts Payable invoice payments
- We found one invoice where an invoice was split between two purchase orders for the same vendor and four invoices where the invoice professional titles and rates did not match to the contract rate schedules.
- Public Works staff costs spent on CMIP projects are not tracked to report internal costs for CMIP initiatives.

Summary of Project to Date Spending		
Vendor		**Project Spend To Date Total**
Black & Veatch Corporation	$	82,612.50
Burns & McDonnell Engineering	$	52,962.69
Energy Systems Group, LLC	$	2,185,530.25
HDR Engineering Inc	$	757,553.32
Springsted	$	4,310.00
UG Water Partners	$	1,259,038.45
Total Project Spend To Date	**$**	**4,342,007.21**

- Annual rate increases for On-Call Engineering services did not have an approved signature by the County Administrator and the General Counsel. (Current policy does not require signatures for Statement of Work and/or fee increases)
- Original On-Call Engineering Contracts were signed by the County Administrator; however, we could find where the Biosolids CMIP Statement of Work or related Amendment had been approved by the County Administrator (Current Policy does not require signatures)
- UG's Contract Clearance Form for Construction Projects is only routed for various interna approvals for amendments/change orders over $50,000 or an increase of over 10% of the project costs

Overview of Work Performed Project To Date

In review of invoices paid we noted the following progress and work completed to date

Observations & Findings

30% Design Development

- Creation of a preliminary 3D model
- The development of the following facility improvements:
  - ➢ Site Civil
  - ➢ Architectural
  - ➢ Structural
  - ➢ Mechanical Process
  - ➢ Mechanical HVAC / Plumbing
  - ➢ Electrical Power
  - ➢ Instrumentation and Controls
- The facilitation of design review workshops with the Unified Government
- Provide design drawings and specifications to support review and comment

30% Price-Schedule Development

- Updating the cost model including both design, construction, and commissioning of the facilities
- Updating the project schedule based on the preliminary design, equipment proposals, and regulatory review timelines
- Updating the project risk register identifying risk-based contingency and potential risk mitigation strategies
- The timeline in the executed UG Water Partners contract ends at the 60% design development phase of the Kaw Point biosolids facility
- Following the UG Water Partners' **60% design development work**, the Unified Government will assess performance and review any additional proposals prior to beginning the Phase II work

Deliverables due at 30% design milestone

- 3D model
- Preliminary drawing set
- List of anticipated drawings
- Draft Specification Table of Contents
- Major equipment inventory
- Summary-level project cost model
- Life-cycle Cost Savings
- Updated project schedule
- Updated Risk Register

Summary of Biosolids CMIP Expenses To Date

Investment or sunk costs for the Biosolids CMIP Project total $9.7 million including the required repayment of the 2021 G.O. Bonds for the capital project

Summary of Biosolids CMIP Project Investment to Date		Total $$
CMIP Project Expenses - As of December 31, 2022		$ 4,342,007.21
Cost of Issuances:- As of December 31, 2022		$ 229,384.30
Paid P&I of G.O. Bonds (As of February 1, 2023)		$ 311,786.12
Principal	$ 98,196.00	
Interest	$ 213,590.12	
Future P&I on Existing G.O. Bonds (August 2041)		$ 4,809,575.19
Principal	$ 3,799,250.00	
Interest	$ 1,010,325.19	
Unified Government Employee Project Time Investment		Unknown
Total Biosolids CMIP Investments to Date		**$ 9,692,752.82**

Observations & Findings

- Unified Government employee costs (labor and benefits) are unknown because staff hours spent on capital projects are not currently tracked.
- Contracts for the CMIP project that have expired or updated Statement of Work amendments were not provided as requested.
- Current rate schedules were not readily available from Public Works when requested.
- No current cash-flow forecast for financing needs for FY 2023 and future years has been provided to UG Finance.
- Any future discussions on Biosolids project alternatives should exclude any existing CMIP contractors to avoid conflict of interest.

Historical Changes to Biosolids CMIP Projection Estimates (Page 28)

Public Works provided on February 2, 2023, the following revised Biosolids CMIP projections

Historical Summary of Biosolids CMIP Project Costs from 2012 Masterplan to Current UG Partners Cost Estimate of 2022

	{A}	{B}	{C}	{D}	{E}	{F}	{G}
		2012 Masterplan	***2018 BV Report [5]***	***ESG-2021***	***UGW-2022***	***Delta 2021 to 2022***	**% Increase**
	Project/Estimate Overview	**Only New Dewatering to Landfill Sludge - No Digesters**	**Rehab of Existing Digester Tanks, Biogas into Pipeline**	**New Digesters, Biogas into Pipeline**	**New Digesters, Biogas into Pipeline**	**Comparison of Column {D} to {E}**	
{1}	ESG Phase 1 Contract per RFP	NA	NA	$ 2,926,343	NA		
{2}	ESG Amendments Approved	NA	NA	$ 179,047	NA		
{3}	ESG Actual	NA	NA	NA	$ 2,185,530	$ (919,860)	
{4}	**ESG Total for Phase 1[1]**	**NA**	**NA**	**$ 3,105,390**	**$ 2,185,530**	**$ (919,860)**	
{5}	Burns & McDonnell Check ESG Estimate	NA	NA	NA	$ 52,963	$ 52,963	
{6}	UGW Phase 1	NA	NA	NA	$ 3,692,000	$ 3,692,000	
{7}	Owners Rep	NA	NA	$ 2,000,000	$ 2,000,000	$ -	
{8}	**Subtotal Phase 1 and Owners Rep**	**NA**	**NA**	**$ 5,105,390**	**$ 7,930,493**	**$ 2,825,103**	**55%**
{9}	Direct Construction Costs	NA	NA	$ 60,832,382	$ 75,629,811	$ 14,797,429	
{10}	Markups	NA	NA	$ 13,792,599	$ 11,703,022	$ (2,089,577)	
{11}	**Subtotal Construction Costs**	**$ 4,300,000**	**$ 70,600,000**	**$ 74,624,981**	**$ 87,332,833**	**$ 12,707,852**	**17%**
{12}	Gas Interconnect Allowance[2]	NA	NA	$ 1,000,000	$ 2,000,000	$ 1,000,000	
{13}	**Total Construction Cost**	**$ 4,300,000**	**$ 70,600,000**	**$ 75,624,981**	**$ 89,332,833**	**$ 13,707,852**	**18%**
{14}	Additional Contingency[3]	NA	NA	$ -	$ 2,736,673	$ 2,736,673	
{15}	**Total Project Cost**	**$ 4,300,000**	**$ 70,600,000**	**$ 80,730,371**	**$ 100,000,000**	**$ 19,269,629**	**24%**

Year by Year Projection Variances – Discussion of Differences

Public Works provided on February 2, 2023, the following revised Biosolids CMIP projections

2012 Masterplan ($4.3M) and 2018 BV Report ($70.6M)

- The 2012 Masterplan did not contemplate or estimate the cost to provide digestion capabilities.
- The recommended improvements were to rehabilitate existing dewatering process (belt filter presses) in existing building at a cost of $4.3M, but due to long-term planning during the consent decree negotiations this was changed to include an entirely new facility with new process (centrifuges) at an estimated cost of $10M.
- The total cost shown for the 2018 solution was previously shown listed at $67.3M, but that cost/option did not include biogas injection into a pipeline.
- The project cost for the gas pipeline option was the $70.6M as shown herein and matches the value built into the consent decree financial model.

2018 Black & Veatch Report ($70.6M) and ESG-2021 estimate ($80.7M)

- The 2018 Black & Veatch report estimate ($70.6M) was completed with an assumption that the existing digester tanks ***could be rehabilitated and utilized***.
- The 2018 concept included KCMO sending sludge from their Westside WWTP.
- During the design process with ESG, **KCMO withdrew *from the project, AND it was determined that the existing tanks could no longer be rehabilitated and used as digesters*** due to NFPA life safety code concerns and their general condition.

Year by Year Projection Variances – Discussion of Differences (Page 31)

Public Works provided on February 2, 2023, the following revised Biosolids CMIP projections

Breakdown of difference between ESG-2021($80.7M) and UGW-2022 ($100M)	
Amounts	**Public Works Discussion & Explanation of Projection Increases**
$ 2,825,104	Increased costs for Phase 1 work including change from ESG to UGW
$ 12,707,852	Increase in Construction Costs including markups (17%) Additionally, the ESG-2021 estimate had gaps in the defined scope and post-pandemic market volatility not included in the documented costs which imapcts the increases to the 2022 cost estimate
$ 1,000,000	Increased allowance for Gas Pipeline Connection
$ 2,736,673	Added Contingency Reserve
$ 19,269,629	**Total Change from ESG-2021 to UGW-2022**

Observations & Findings

- Markups include the proposed team's cost information that is provided, which includes the fixed-fee work associated with Phase 1 as well as a percentage fee for the Phase 2 services. The percentage fee for Phase 2 work is what is considered a "markup"
- Current construction inflationary industry reports reflect inflationary increases averaging 16.5% from 2021 to 2022 and between 10% and 11% during 2023 and 2024
- CMIP projections do not include any allowance includes for potential costs for Temporary Note and future G.O. Bond or Kansas State Revolving Loan issuance costs

Current Planned Sources of Monies for CMIP Biosolids Project (Page 32)

The Revised current 2022 projection for the construction of the planned improvements for the Kaw Point Biosolids facility is estimated at $100 million

Summary of Biosolids CMIP Revised Proposed Sources of Monies		
Sources of Monies - $100,000,000 (2022 Cost Estimate)		
Federal Grants		
2022 Congressional Approved EPA Grant	$	2,000,000
Proposed USDA Grant (Submitted January 2022)	$	22,300,000
US Treasury Tax Credits	$	27,000,000
Long-Term Financing - General Obligation Bonds & State Loan Programs		
General Obligations Bonds and State of Kansas Department of Health State Revolving Loan Program	$	48,700,000
Total Current CMIP Project Projections	**$**	**100,000,000**

Summary of Cash-Flow Timeline - $100,000,000 CMIP Revised Projection		
2018-2022	$	4,500,000
2023 January to July	$	4,000,000
2023 August to December	$	12,000,000
2024 January to 2025 June	$	66,500,000
2025 July to December	$	13,000,000
Total Current CMIP Project Projections Cash-Flow Timeline	**$**	**100,000,000**

Observations & Findings

- The UG should conduct further analysis of the use of Inflation Reduction Act of 2022 (the Act), which extends and expands existing tax credits and adds several new energy tax credits to encourage the production of clean energy and reduce carbon emissions.
- The 2022 Act amended Section 48(a)(3) to include additional categories of energy property, one of which is **"qualified biogas property"**
- **Further analysis and fiscal impact to the Biosolids Project is needed**

Annual Kaw Point Wastewater Treatment Plant Operating Projections

Upon completion of the Biosolids CMIP construction, Public Works projects operating cost reductions/avoidance and New System Revenue Sources

(Page 34)

Kaw Point Wastewater Facility Operating & Maintenance Costs (Provided by Public Works - Water Pollution Control)		
		Annual Costs
Current Operations & Maintenance Costs *(Includes 20% costs to related to Maintenance Group)*		$ 5,465,000
Operating Cost Increases/Decreases/Avoidance		$ (400,000)
Reduced Disposal Costs	$ (600,000)	
Reduced Chemical Costs	$ (800,000)	
Added O&M Costs of New Facility Improvements	$ 1,000,000	
Revised Estimated Kaw Point Wastewater Facility Operating Costs		**$ 5,065,000**
New Enterprise System Revenue Sources		**$ 2,000,000**
Waste Hauled Tipping Fees	$ 750,000	
Biogas Sales	$ 1,250,000	

Observations & Findings

Per Public Work responses:

- FY 22 Actuals show that current Operations & Maintenance inclusive of 20% of the Kaw Point Maintenance group) are estimated $5,465,000 per year
- The new facility will have a new operating reduction of $400,000 annually
- Sales from Waste Hauling Tipping Fees and Biogas Sales are estimated to generate $2.0 million annually

A&M has not been able to verify/validate the revenue source assumptions

Assessment & Analysis of Revenue Assumptions

(Page 36)

Revenue Assumption Analysis is currently under review

Observations & Findings

- *A&M is still waiting for follow-up information from Public Works related to the Revenue Assumption Model*

This section is still under review and development

Preliminary Impact of $48.7M in Debt Service to Sewer Rates

(Page 39)

{A}	{B}	{C}	{D}	{E}	{F}	{G}	{H}	{I}
			Residential (Monthly)			Non-Residential (Monthly)		
Year	G.O. Payment	Rate Increase %	Avg Bill	% of Bill	Cost	Avg Bill	% of Bill	Cost
2022	$ 255,492.19	5.0%	$ 49.46	0.56%	$ 0.28	$ 438.95	0.56%	$ 2.47
2023	$ 256,374.86	5.0%	$ 51.93	0.54%	$ 0.28	$ 460.90	0.54%	$ 2.47
2024	$ 256,468.38	4.0%	$ 54.01	0.51%	$ 0.28	$ 479.34	0.51%	$ 2.46
2025	$ 2,432,690.60	4.0%	$ 56.17	4.65%	$ 2.61	$ 498.51	4.65%	$ 23.18
2026	$ 2,316,804.02	4.0%	$ 58.42	4.24%	$ 2.48	$ 518.45	4.24%	$ 21.97
2027	$ 2,323,865.14	4.0%	$ 60.75	4.07%	$ 2.47	$ 539.19	4.07%	$ 21.93
2028	$ 2,320,476.70	4.0%	$ 63.18	3.89%	$ 2.45	$ 560.75	3.89%	$ 21.79
2029	$ 2,319,273.46	4.0%	$ 65.71	3.72%	$ 2.44	$ 583.18	3.72%	$ 21.67
2030	$ 2,319,958.66	3.5%	$ 68.01	3.57%	$ 2.43	$ 603.60	3.57%	$ 21.57
2031	$ 2,319,897.54	3.5%	$ 70.39	3.43%	$ 2.42	$ 624.72	3.43%	$ 21.46
2032	$ 2,321,224.86	3.5%	$ 72.86	3.30%	$ 2.41	$ 646.59	3.30%	$ 21.36
2033	$ 2,322,474.86	3.5%	$ 75.41	3.18%	$ 2.40	$ 669.22	3.18%	$ 21.27
2034	$ 2,317,976.70	3.5%	$ 78.04	3.05%	$ 2.38	$ 692.64	3.05%	$ 21.12
2035	$ 2,318,677.40	3.5%	$ 80.78	2.93%	$ 2.37	$ 716.88	2.93%	$ 21.02
2036	$ 2,323,134.58	3.5%	$ 83.60	2.82%	$ 2.36	$ 741.97	2.82%	$ 20.96
2037	$ 2,323,698.24	3.5%	$ 86.53	2.72%	$ 2.35	$ 767.94	2.72%	$ 20.86
2038	$ 2,320,080.50	3.5%	$ 89.56	2.61%	$ 2.34	$ 794.82	2.61%	$ 20.72
2039	$ 2,322,563.42	3.5%	$ 92.69	2.51%	$ 2.33	$ 822.64	2.51%	$ 20.64
2040	$ 2,315,746.96	3.5%	$ 95.94	2.41%	$ 2.31	$ 851.43	2.41%	$ 20.48
2041	$ 2,320,694.74	3.5%	$ 99.29	2.32%	$ 2.30	$ 881.23	2.32%	$ 20.42
2042	$ 2,064,900.00	3.5%	$ 102.77	1.98%	$ 2.04	$ 912.07	1.98%	$ 18.08
2043	$ 2,065,300.00	3.5%	$ 106.37	1.91%	$ 2.03	$ 944.00	1.91%	$ 17.99
2044	$ 2,060,900.00	3.5%	$ 110.09	1.83%	$ 2.01	$ 977.04	1.83%	$ 17.87
2045	$ (110,912.50)	3.5%	$ 113.94	-0.09%	$ (0.11)	$ 1,011.23	-0.09%	$ (0.96)
2046	$ -	3.5%	$ 117.93	0.00%	$ -	$ 1,046.63	0.00%	$ -

Observations & Findings:

- The accompanying table shows the incremental cost component to the average monthly customer bill for this scenario ($48.70 million in G.O. Bonds)
- Public Works has indicated that the current monthly debt service projections **would not require added rate increases over what is already "planned"** as shown in column {C}
- Debt service as a % of the **planned rates peaks at 4.07% of the average monthly bill in 2027** ($2.47 for residential and $21.93 for non-residential customers)

ALVAREZ & MARSAL

Preliminary Draft Report – As of Feb. 16

Preliminary Impact of $100M in Debt Service to Sewer Rates (Page 40)

{A}	{B}	{C}	{D}	{E}	{F}	{G}	{H}	{I}
			Residential (Monthly)			Non-Residential (Monthly)		
Year	G.O. Payment	Rate Increase %	Avg Bill	% of Bill	Cost	Avg Bill	% of Bill	Cost
2022	$ 255,492.19	5.0%	$ 49.46	0.56%	$ 0.28	$ 438.95	0.56%	$ 2.47
2023	$ 256,374.86	5.0%	$ 51.93	0.54%	$ 0.28	$ 460.90	0.54%	$ 2.47
2024	$ 256,468.38	4.0%	$ 54.01	0.51%	$ 0.28	$ 479.34	0.51%	$ 2.46
2025	$2,432,690.60	4.0%	$ 56.17	4.65%	$ 2.61	$ 498.51	4.65%	$ 23.18
2026	$5,791,847.77	4.0%	$ 58.42	10.59%	$ 6.19	$ 518.45	10.59%	$ 54.92
2027	$7,588,565.14	4.0%	$ 60.75	13.28%	$ 8.07	$ 539.19	13.28%	$ 71.61
2028	$7,591,176.70	4.0%	$ 63.18	12.71%	$ 8.03	$ 560.75	12.71%	$ 71.27
2029	$7,586,473.46	4.0%	$ 65.71	12.15%	$ 7.99	$ 583.18	12.15%	$ 70.88
2030	$7,589,408.66	3.5%	$ 68.01	11.69%	$ 7.95	$ 603.60	11.69%	$ 70.55
2031	$7,586,847.54	3.5%	$ 70.39	11.23%	$ 7.91	$ 624.72	11.23%	$ 70.18
2032	$7,590,924.86	3.5%	$ 72.86	10.80%	$ 7.87	$ 646.59	10.80%	$ 69.86
2033	$7,589,674.86	3.5%	$ 75.41	10.39%	$ 7.83	$ 669.22	10.39%	$ 69.50
2034	$7,582,426.70	3.5%	$ 78.04	9.98%	$ 7.79	$ 692.64	9.98%	$ 69.09
2035	$7,589,877.40	3.5%	$ 80.78	9.60%	$ 7.75	$ 716.88	9.60%	$ 68.82
2036	$7,588,634.58	3.5%	$ 83.60	9.23%	$ 7.71	$ 741.97	9.23%	$ 68.46
2037	$7,590,398.24	3.5%	$ 86.53	8.87%	$ 7.68	$ 767.94	8.87%	$ 68.14
2038	$7,583,780.50	3.5%	$ 89.56	8.52%	$ 7.63	$ 794.82	8.52%	$ 67.74
2039	$7,589,063.42	3.5%	$ 92.69	8.20%	$ 7.60	$ 822.64	8.20%	$ 67.45
2040	$7,580,446.96	3.5%	$ 95.94	7.87%	$ 7.55	$ 851.43	7.87%	$ 67.04
2041	$7,588,994.74	3.5%	$ 99.29	7.58%	$ 7.52	$ 881.23	7.58%	$ 66.78
2042	$7,336,800.00	3.5%	$ 102.77	7.04%	$ 7.24	$ 912.07	7.04%	$ 64.24
2043	$7,330,600.00	3.5%	$ 106.37	6.77%	$ 7.20	$ 944.00	6.77%	$ 63.87
2044	$7,334,600.00	3.5%	$ 110.09	6.51%	$ 7.16	$ 977.04	6.51%	$ 63.58
2045	$5,150,387.50	3.5%	$ 113.94	4.39%	$ 5.01	$ 1,011.23	4.39%	$ 44.43
2046	$1,796,156.25	3.5%	$ 117.93	1.47%	$ 1.74	$ 1,046.63	1.47%	$ 15.42

Observations & Findings

- The accompanying table reflects the % of the monthly sewer bill being earmarked for payment of the G.O. Debt
- Public Works has indicated that the current debt service projections **would not require added rate increases over what is already "planned"** as shown in column {C}
- Debt service as a % of the **planned rates peaks at 13.29% of the average monthly bill in 2027** ($8.07for residential and $71.61 for non-residential customers)

Preliminary Draft Report – As of Feb. 16

ALVAREZ & MARSAL

Value of Current Kaw Point Treatment Plant

(Page 42)

The UG was unable to provide the original construction value and the asset value of the Kaw Point Wastewater Treatment Plant built in the 1960's

Observations & Findings

- Neither Public Works or Finance were able to report the original construction cost the treatment facility.

- The UG should be able to report this from prior GO and/or Sewer Enterprise Revenue bond issuance offering statements and authorizing ordinances for the issuances of the debt statements and/or authorizing ordinances for the issuances of the original facility construction debt.

Unified Government Combined Treatment Plant Asset Values		
Structures & Improvements		
Treatment Plant	$	79,500,000
Less - Accumulated Asset & Depreciation	$	(61,300,000)
Book Value of Treatment Plant Assets	$	18,200,000
Equipment		
Treatment Plant	$	18,800,000
Less - Accumulated Asset & Depreciation	$	(17,000,000)
Book Value of Treatment Plant Equipment	$	1,800,000

- The UG was unable to report the current Asset Value of the Kaw Point Treatment Facility due to the assets being combined in the balance sheet
  - All improvements and equipment that are capitalized are added to an asset line and depreciated
  - Treatment Plant Structures & Improvements are depreciated over 50 years
  - Treatment Plan Equipment is depreciated over 20 years

- Capital improvement projects for the sanitary sewer system are financed as GO Revenue bonds with a payment for the bonds coming from the Sewer Enterprise Fund versus being issued as Sewer Enterprise Revenue Bonds.

DRAFT Preliminary Return on Investment Analysis

While A&M was not able to fully review the sale of product revenue assumptions, a ROI analysis was drafted that shows that either added revenues from the project are needed or reduced debt service payments for the project to break even

Background: ROI or Internal Rate of Return (IRR) Analysis

- Analyses like this evaluates a project's costs and benefits over a time to determine the likelihood that a project will break even.
- ROI forecasts the cost and benefits of a project in each future year and discounts these costs and benefits to a present value (value today)
- The ROI sums a series of Net Present Values (NPVs); which are is the net benefit (Benefits less costs) for a certain year at a particular discount rate
- The discount rate is like an exchange rate that converts the abovementioned dollars in the future to today's value

Analyses Scenarios

- **Scenario 1: $49.5M GO Debt** with 100% probability for receiving assumed Federal Grants and Tax Credits. Assuming baseline New Revenues of $2M with 5% annual increase, **the ROI would be of $9.4M over the life of the G.O. Bonds (2046)**
- **Scenario 2: $101.8M GO Debt** (0% probability for outside Grants and Tax Credits). Assuming baseline New Revenues of $2M with 5% annual increase**, the ROI would be ($34.3M) over the life of the G.O. Bonds (2046)**
- **Scenario 3 with Break-Even**: Assuming only $74.6M GO Debt (50% probability for receiving Grants and Tax Credits). Assuming baseline New Revenues of $2M with a 5% increase, the ROI would be **$0 or breaking even investment over the life of the G.O. Bonds (2046)**

Recommendations

While the improvements at the Kaw Point Wastewater Treatment Facility are required, the Unified Government should consider several actions and financial improvements moving forward

Summary of Biosolids CMIP Project Investment to Date		Total $$
CMIP Project Expenses - As of December 31, 2022		$ 4,342,007.21
Cost of Issuances:- As of December 31, 2022		$ 229,384.30
Paid P&I of G.O. Bonds (As of February 1, 2023)		$ 311,786.12
Principal	$ 98,196.00	
Interest	$ 213,590.12	
Future P&I on Existing G.O. Bonds (August 2041)		$ 4,809,575.19
Principal	$ 3,799,250.00	
Interest	$ 1,010,325.19	
Unified Government Employee Project Time Investment		Unknown
Total Biosolids CMIP Investments to Date		**$ 9,692,752.82**

1. Project Restart.
With the $9.7 million in project investment to date and only 30% of the design and planning complete, the UG should strongly ***consider a Project Restart to explore:***

- Expanded review of potential equipment and technology solutions
- Issue an open formal Request for Qualifications from the industry on alternative biosolid solutions – 90 Day Plan
- Explore other State & Federal Grant opportunities to reduce the impact to the Kansas City sewer system ratepayers
- Refine projection estimates on impact to KCK customers
- Better understand the potential cost set-off from the federal tax credit program

Recommendations

(Page 57)

The Unified Government should consider several actions and financial improvements moving forward

2. Improve Financial Management CMIP Accounting, Budgeting and Reporting Practices

- Deploy a project timekeeping system to monitor internal staff hours spent on major CMIP projects and special initiatives
- Separate asset values for major system facilities on financial statements
- Hold on issuance of any additional temporary note financings until detailed cash-flow forecast can be provided
- Modify UG Procurement Policy to require the County Administrator (and General Counsel) approve any (1) On Call Agreement Statement of Work (2) Contract Amendments and (3) Annual Fee increases
- Public Works should perform monthly reconciliation of project related expenses, including comparing invoice amounts against approved/amended contract/SOW rate schedules and avoid practices of splitting invoices between available purchase orders
- CMIP project budgets should include a cost component for debt financing cost of issuances
- Explore the use of a separate financial "fund" structure to account for any revenues generated from Gas and/or Bio-product gas (do not comingle sale revenue within the Sewer System operations (pending outcomes of Restart RFQ process))

Staff Request for Commission Action

Tracking No. 212267

Full Commission Meeting Date:
Committee: Full Commission

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

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
02/10/2023	Ana Marin	x5010	amarin@wycokck.org	Mayor's Office

Item Description:
Announcement and consideration of a resolution regarding the appointment of a County Administrator, submitted by Tyrone A. Garner, Mayor/CEO.

Action Requested:

Budget Impact: (if applicable)
Amount:
Source:
Included In Budget:
Other (explain):

Attachments List:

Unified Government of Wyandotte County/Kansas City, Kansas

PROCLAMATION

WHEREAS, each year, February is designated Black History Month, a time for honoring and exploring the culture and history of African Americans and recognizing that our society's rich diversity is one of our greatest strengths; and

WHEREAS, the origins of Black History Month date back to 1915 when Dr. Carter G. Woodson founded the organization known today as the Association for the Study of African American Life and History; and

WHEREAS, Black History Month began as "Negro History Week" in February 1926 in the United States; and

WHEREAS, in the 1960s, the week expanded into Black History Month as it coincides with the birthdays of Frederick Douglass (February 15) and Abraham Lincoln (February 12); and

WHEREAS, as we celebrate the history of Black Wyandotte Countians – brilliant African American artists, talented musicians, and successful business and industry leaders – may we also recognize the barriers they have overcome; and

WHEREAS, observing Black History Month provides opportunities to gain a deeper understanding of African American history and acknowledge the centuries of struggles for equality and freedom; and

WHEREAS, Black History Month also celebrates the achievements and contributions that African Americans have made in shaping our country and communities; and

WHEREAS, we must not forget the men and women who worked tirelessly for freedom, civil rights, and equality for all people and whose deeds helped to broaden and enrich American culture.

NOW, THEREFORE, I, Tyrone Garner, Mayor/CEO of the Unified Government of Wyandotte County/Kansas City, Kansas, do hereby proclaim February 2023, as:

"BLACK HISTORY MONTH"

in Wyandotte County/Kansas City, Kansas, and urge all citizens to take cognizance of this event and participate fittingly in its observance. In witness whereof, I have hereunto set my hand and the seal of the Unified Government of Wyandotte County/Kansas City, Kansas.

TYRONE GARNER, MAYOR/CEO

Unified Government of Wyandotte County/Kansas City, Kansas

PROCLAMATION

WHEREAS, February is Black History Month and was established in 1976 by President Ford; and

WHEREAS, Black History Month is when Friends of Yates Honor and Recognize Black Men and Women of Distinction; and

WHEREAS, in recognition of Black History Month, Friends of Yates Celebrates its 43rd Annual Black Men and Women of Distinction Program; and

WHEREAS, the Black Men and Women of Distinction Program honors individuals in the Greater Metropolitan Area who have exemplified "excellence" for the betterment of their community and beyond; and

WHEREAS, the Portrait of a Black Man and Woman Award is presented to Mr. Everidge Cade and Dr. Janice Cade presented by their children, Attorney Steven Cade, and Attorney Shannon Cade; and

WHEREAS, the Donald D. Sewing Award will be presented to Mr. Ralph C. Johnson presented by Ms. Patricia M. Jackson-Arnold, and Mrs. Benice Meeks, presented by Mr. Larry Cruitt.

NOW, THEREFORE, I, Tyrone Garner, Mayor/CEO of the Unified Government of Wyandotte County/Kansas City, Kansas, do hereby proclaim February 24th, 2023 as:

"Friends of Yates, 43rd Annual Black Men and Women of Distinction Day in Recognition of Black History Month"

in Wyandotte County/Kansas City, Kansas, and call upon all residents to recognize Friends of Yates, 43rd Annual Black Men and Women of Distinction Day in Recognition of Black History Month . In witness whereof, I have hereunto set my hand and the seal of the Unified Government of Wyandotte County/Kansas City, Kansas.

____

TYRONE GARNER, MAYOR/CEO

Approved 2.2.23

County Administrator's Office

Cheryl Harrison-Lee
Interim County Administrator

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

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

NOTICE OF PENDING APPOINTMENT

DATE: 2/8/23

BOARD POSITION: Law Enforcement Advisory Board

INCUMBENT REPLACED: Vacant

ADDRESS: n/a

TERM EXPIRATION DATE: 3/31/2020

APPOINTING COMMISSIONER: Commissioner McKiernan

REQUEST FOR APPOINTMENT

NAME OF NEW APPOINTMENT: Marcus Winn

ADDRESS: [redacted]

CELL NUMBER AND EMAIL ADDRESS: [redacted]

TERM OF OFFICE: 2/16/23 – 12/31/23

Brian McKiernan

SIGNATURE OF APPOINTING COMMISSION MEMBER

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

Unified Government of
Wyandotte County/Kansas City, Kansas

Tyrone A. Garner, Mayor/CEO

701 North Seventh Street, Ste. 926
Kansas City, Kansas 66101
(913) 573-5010

NOTICE OF PENDING APPOINTMENT

Date: 2/9/2023

BOARD POSITION: Law Enforcement Advisory Board

INCUMBENT REPLACED: Pastor Rick Behrens

TERM EXPIRATION DATE: 2/9/2023

APPOINTING COMMISSION MEMBER: Mayor Tyrone Garner

REQUEST FOR APPOINTMENT

NAME OF NEW APPOINTMENT: Ladora Lattimore

ADDRESS: [redacted]

PHONE NUMBER: [redacted]

EMAIL ADDRESS: [redacted]

TERM OF OFFICE: 2/16/2023-12/31/2025

Tyrone A. Garner

SIGNATURE OF APPOINTING COMMISION MEMBER

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

STATE OF KANSAS)
WYANDOTTE COUNTY)) SS **REGULAR SESSION**
CITY OF KANSAS CITY, KS) **DECEMBER 15, 2022**

The Unified Government Commission of Wyandotte County/Kansas City, Kansas, met in Regular Session Thursday, December 15, 2022, with eleven members present on-site: Bynum, Commissioner At-Large First District; Burroughs, Commissioner At-Large Second District; Townsend, Commissioner First District; McKiernan, Commissioner Second District; Ramirez, Commissioner Third District; Johnson, Commissioner Fourth District; Kane, Commissioner Fifth District; Markley, Commissioner Sixth District; Stites, Commissioner Seventh District; Davis, Commissioner Eighth District; and Garner, Mayor/CEO, presiding. The following officials were also in attendance: Cheryl Harrison-Lee, Interim County Administrator; LaVert Murray, Economic Development Advisor in Mayor's Office; Alan Howze and Bridgette Cobbins, Assistant County Administrators; Misty Brown, Chief Counsel; Patrick Waters, Deputy Chief Counsel; Casey Meyer, Senior Assistant Counsel; James Bain, Assistant Counsel; Karl Oakman, Chief of Police; Renee Ramirez, Director of Human Resources; Matt May, Emergency Management Director; Jud Knapp, Land Bank Manager; Brett Deichler, UG Clerk; and Brittnie MacDonald, UG Clerk's Office.

Mayor Garner said good evening and thank you for your understanding and patience. Today is December 15, 2022. This is the regular session of the Unified Government of Wyandotte County, Kansas City, Kansas, Commission meeting.

Before I call the meeting to order, I want to announce that some commissioners, staff, and the public are attending remotely via Zoom, by phone, and also on-site. All participants joining by phone should mute their phones when not speaking to avoid background noise.

During the meeting, please make sure that if you're asked to announce yourself by name and title every time you speak so, the public that's observing, knows who's speaking. This is critical given the number of remote participants and is current guidance from the Kansas Attorney General's Office. If you do come to the mic, make sure that you speak clearly into the mic and at a tone where everyone can hear you, for the record. I will now call this meeting to order. Clerk will you please conduct the roll call?

Roll call: Davis, Bynum, Burroughs, Townsend, McKiernan, Ramirez, Johnson, Kane, Markley, Stites, Garner.

Mayor Garner said the invocation is being given by Chaplain Jared Altic, Wyandotte County Christian Church, immediately followed by the Pledge of Allegiance.

Mayor Garner said I'll ask the Clerk if there are any revisions on tonight's agenda.

Brett Deichler, UG Clerk, said, Mayor, there was one change tonight. Item No. 3, which is the presentation of the Economic Development Possibilities, was removed from the Administrator's Agenda. That is the only item that we had changed this evening, Mayor.

MAYOR'S AGENDA

Item No. 1 – 212185…PROCLAMATION: VOX THEATRE DAY

Synopsis: Proclamation proclaiming December 20, 2022, as Vox Theatre Day, submitted by Tyrone A. Garner, Mayor/CEO.

Brett Deichler, UG Clerk, read the proclamation as follows:

UNIFIED GOVERNMENT • Wyandotte County • Kansas City, Kansas

Unified Government of Wyandotte County/Kansas City, Kansas

PROCLAMATION

WHEREAS, The Rosedale Theatre originally opened its doors December 20, 1922. The theatre operated as a silent movie house until the 1940s; and

WHEREAS, around 1944 as feature films replaced silent movies, the theatre was renamed the Vox Theatre; "Vox" meaning 'voice' in Latin; and

WHEREAS, has remained the Vox Theatre ever since. Feature films were regularly shown to a packed house until the early 1960's; and

WHEREAS, once large drive-ins became the norm, the small intimate theatre did stop showing movies. The space was purchased by Westport Heating & Cooling in the early sixties and was utilized as a sheet metal manufacturing warehouse; and

WHEREAS, by the 1980's the space housed a workshop for restoring antique automobiles; and

WHEREAS, beginning in January of 2009, the building was restored and renovations like raising the raked floor and updates to facilities were completed. All the while, the originality of the building was painstakingly maintained. The space was brought back to life as a photography studio and event space; and

WHEREAS, in April of 2018, current owner Carolyn Tobaben purchased the Vox Theatre and has since maintained the building's character. Still an event space, now the room is filled regularly by KC metro patrons from all walks of life as they celebrate achievements, accomplishments, and the joys of life itself! Oh, if these walls could talk!

NOW, THEREFORE, I, Tyrone Garner, Mayor/CEO of the Unified Government of Wyandotte County/Kansas City, Kansas, do hereby proclaim December 20, 2022, as:

"Vox Theatre Day"

in Wyandotte County/Kansas City, Kansas and call upon all residents to recognize the historic Vox Theatre. In witness whereof, I have hereunto set my hand and the seal of the Unified Government of Wyandotte County/Kansas City, Kansas.

TYRONE GARNER, MAYOR/CEO

Action: **The proclamation was read.**

Mayor Garner said before I leave the Mayor's Agenda, I would like to just update the Commission. One of the things that is at work—I know I've talked to a few of you about it, but I want to make sure that all the commissioners and our public and staff are aware that the Reardon Center—we are looking at reopening the Reardon Center and making it available to the public for utilization as we would any other facility such as the Memorial Hall or one of our recreation centers. That conversation is going to be had as we explore that. That does not preclude any of the economic development opportunities that exist and will not interfere with those proposals that may come forward.

There have been notices of interest both in the redevelopment, but more importantly, with a lot of our stakeholders here in Wyandotte County on the necessity of having some type of convention space that Wyandotte County desperately needs that we've been missing out on.

What came to light for me and really hit it home was the Chamber of Commerce. As a Board member, I attended their meeting. Next year will be their 125th anniversary here in Kansas City, Kansas. It troubled me when the conversation was had about having that anniversary taking place in a neighboring city.

So, that's one of the reasons why I said we have to do something to make sure we don't lose, not only other people here in Wyandotte County that may have an interest in wanting to do business and provide events and rent out spaces, but providing those amenities that are desperately needed that can add value to our tax base. Those folks, I'm sure, are going to need to stay in hotels and want to shop here as well, but also making sure that our stakeholders, that we're working to make sure that we accommodate them as well; our long-standing value stakeholders.

That conversation is going to be had, and I'm excited about that potential of bringing the Reardon Center back online. It is at the gateway to our community. It's sitting dormant for too long and I'm excited about that possibility.

That goes in line with economic development, too. I have commissioned our Administrator, based on the conversations that I've heard not only from this community but from this Commission that economic development has to be a priority where we stand as far as our financial health, that we have to expand our tax base through rooftops, through businesses, brick and mortar businesses, that can bring about those desperately needed revenues so this Commission can have some breathing room to make some informed decisions on best how to allocate budgetary items that may come before them. That's a priority, and the Administrator is working on that diligently trying to bring forth some economic development opportunities for any developers out there that may be of interest in that regard.

There's also on hand a biosolids audit that will take place. It is going to assist Commissioner Burroughs with the standing committee, and some of the commissioners that may be on the standing committee, of giving you all a baseline on that biosolids question as it pertains to its feasibility. That has been teed up by the administration as well.

I also believe that there's one more item that our Administrator may have had. Standby. All right, that's pretty much it in the short-term.

CONSENT AGENDA

Mayor Garner asked, do any members of the Commission or County Administrator wish to set aside any item on the Regular Consent Agenda? If an item is not set aside, all items on the Regular Consent Agenda will be voted on by one vote. I will entertain a motion for approval of the Regular Consent Agenda.

Patrick Waters, Deputy Chief Counsel, said, Mayor, so that the full Commission may be briefed on this very important project, we would request that the Rock Island Bridge amendment be taken off.

Action: **Commissioner Kane made a motion, seconded by Commissioner Ramirez, to approve the Regular Consent Agenda, excluding the set aside item.**

Mayor Garner said copy. Other than the request from Legal Counsel, we have a motion and a second. Is there any discussion? Seeing none, Clerk, roll call, please.

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

Item No. 1 – 212174…ORDINANCE: LEAVENWORTH ROAD AND HUTTON ROAD INTERSECTION PROJECT CMIP 1609

Synopsis: This project is laying-out, reconstruction, expansion, repair, maintenance, operation, and use of the Leavenworth Road and Hutton Road Intersection Project, submitted by E. James Bain, Assistant Counsel. The Ordinance directs the Chief Counsel to commence legal proceedings to acquire the property described in the survey and necessary for the project. Resolution number R-62-22 was adopted by this commission on October 13, 2022, approving this project.

Action: **ORDINANCE NO. O-182-22,** "An ordinance condemning real property and/or real property rights for the location, laying-out, reconstruction, expansion, repair, maintenance, operation and use of the Leavenworth Road and Hutton Road Intersection Project (CMIP-1609) in Kansas City, Wyandotte County, Kansas, and directing the Chief Counsel to institute eminent domain proceedings as provided by law to acquire the tracts and parcels of land described in this ordinance." **Commissioner Kane made a motion, seconded by Commissioner Ramirez, to approve the ordinance.** Roll call was taken and there were ten "Ayes," Davis, Bynum, Burroughs, Townsend, McKiernan, Ramirez, Johnson, Kane, Markley, Stites.

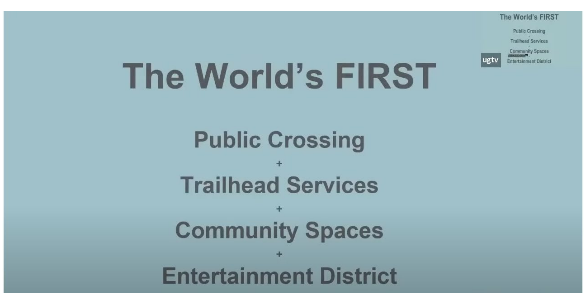
Item No. 2 – 212134…RESOLUTION: SECOND AMENDMENT TO THE KAW BRIDGE DEVELOPMENT

Synopsis: Resolution approving a Second Amendment to the Kaw Bridge Development Agreement, submitted by Patrick Waters, Deputy Chief Counsel. On December 5, 2022, the Economic Development and Finance Standing Committee, chaired by Commissioner Burroughs, voted unanimously to approve and forward to full commission.

Patrick Waters, Deputy Chief Counsel, said I am happy to report tonight that the developer, Flying Truss, remains fully committed to this project and is, in fact, ready to begin construction as early as next month. I think they'd actually be out there tonight if we let them. They are ready to go and excited to do this. That's great news considering how long we've been working on this project. We also want to be fully transparent and talk about some new, unexpected costs that the Unified Government may have to bear in relationship to this project, and just the overall increase in the construction prices to the infrastructure work that we've already committed to in the development agreement.

I'm going to turn it over to Mike Laddin from Flying Truss. They've got a brief update and talk a little bit about all the work that they've been doing since the original agreement was entered into last year.

Mike Laddin, Chief Financial Officer, Flying Truss, LLC, said thank you for having me here this evening. You are looking at the designs of the Rock Island Bridge. To bring you all up-to-date, we entered into a development agreement that was passed unanimously by the Unified Government in 2021. I'm going to walk you through the progress we've made and where we are. Let's first take a look at what you'll be getting.



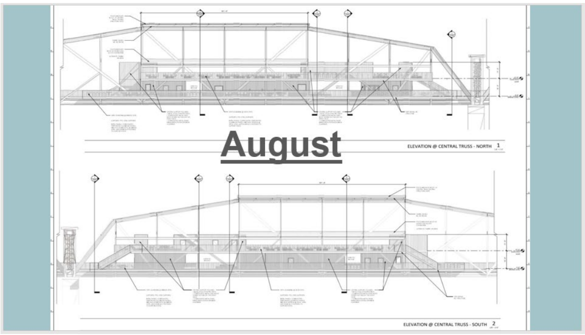
I'll come back to this later, but this is the world's first public crossing, trailhead, community spaces, and entertainment district on a bridge over a river. What we're doing, all of us, has never been done before. This, we hope, will be a model for other cities to be able to take their unused railroad bridges and repurpose them. You're going to get a walk-through, a brief, 1.30 video on what it's going to look like when complete. These are based on the plans that currently have been submitted for approval.

(The video was played.)

Yes, we can project on that screen, and it will be seen from two highways. Just to remind everybody, and some of you weren't here, but the Commission voted to invest $2M into the UG Crossing from the Tourism Fund. It's repaid by a CID/TIF on the bridge. The bridge was originally owned by Kansas City, Missouri, where our lease was. The Unified Government approached us about making it into a bicycle crossing linking the trails and providing much-needed access to outdoor recreational opportunities to the residents of Wyandotte County. Flying Truss, we pay the rent to the UG, we pay ad valorem taxes, there's profit sharing built-in. We maintain the public crossing and we maintain the trailhead services; cleaning the restrooms, drinking fountains, and whatever needs to be done on the trailhead. This will be the first trailhead on a bridge over a river in the United States. We're setting the ground for many firsts here.

So far, in keeping good faith with our agreement, we have raised a little over $7M. I've put up a list of our investors who are Kansas City proud entrepreneurs. David Brain is our lead investor. He founded Entertainment Properties REIT (EPR). It's traded on the New York Stock Exchange. They own the land under AMC Theaters, Topgolf, Chicken N Pickle, and ski resorts. If there's an entertainment property expert in the United States, David's on the shortlist. Tom McDonnell, founder and retired CEO of DST; David Lockton, CEO of Lockton Insurance; Shirley & Barnett

Helzberg Foundation; the Sunderland Foundation; the Dickinson Family Foundation; Rob Regnier, founder of Blue Valley Bank; and Bill & Kathi Wilhite of Prime Investments, I think the largest landowner in Wyandotte County; John McDonald, founder of Boulevard Beer; and many others. We've put together the funds sufficient to start and finish the project.



In August, we submitted final designs to the UG. We're trading comments back and forth that are pretty minimal because most of what we're doing is provided for in the development agreement.

We've had a number of what we call Kaw socials before the levee raise started where we've gotten literally thousands of people down, had them on canoes and kayaks on the river, activating the Waterfront District.

Two Feasibility Studies

MARC

HR&A Advisors (*High Line*)

"This will be one of the things people think of when you say KC"
-- Candace Damon, V. Chair HR&A

There's also been two feasibility studies. There's one that was paid for by the Mid-America Regional Council and another through an RFP process from the Unified Government with HR&A Advisors who did the High Line in New York City. They came back and Candace Damon, the Vice Chair of HR&A, said this will be one of the things people think of when you say Kansas City because it has not been done.

We have over 7,400 followers on social media and in our newsletters that we send out monthly to update investors and the public who are interested. This is a picture from one of the socials.

There's a network called the High Line Network. It was sponsored by the Knight Foundation in New York City, and we presented at their International Conference in Miami, Florida this last October. Our project was a great hit and got a lot of attention. The High Line Network represents what are considered the premier creative reclamation projects throughout the world, most of which are in the United States right now, and we've been invited to join the High Line Network.


THE PROPERTY REPORT

Kansas Bridge to Get New Life As an Open-Air Food Court

This is an article that appeared in the *Wall Street Journal*. We're getting national press and national attention for this one-of-a-kind project. This appeared in November last year of the *Wall Street Journal*, front page of the Real Estate Section. We're in a unique position in being able to get media-on-demand because this is such a novel, amazing project that right now we're waiting till we break ground for the next thing to happen with the press.

One of the goals of this project is to develop the Kansas riverfront as a recreational waterway. We are a river city, but we don't embrace our rivers, we don't interact with them. The Missouri's fast, it's channelized, it's a commercial, navigable waterway. The Kansas River is not, it is very slow. You can canoe safely upstream and if I can do it, anybody can. It's spurring economic development and we haven't even broken ground.

This is a drawing from Brad McDonald from Zip KC in Bonner Springs, Kansas. He has property out there where he has zip lines and rope courses. He's in discussions with Steve Foutch to build zip lines from the top of the Hy-Vee Arena, across the state line, across the river, and ending up about 75 yards north of the bridge. It'll be the first zip lines across the state line, across the river in the United States. We seem to be setting a trend of firsts. Brad also is planning on urban float trips that would begin at his facility on the riverfront in Bonner Springs and go nine miles down the river, stopping at Bear Island along the way, and then ending up at the Rock Island

Bridge. He is also planning on renting canoes and kayaks. There is no weird dam between us and Bonner Springs. Instead of going four hours to go on the current river, you can canoe down this river.

Big Wins

Residents of Eastern WyCo
Development Along New, *Kansas Waterfront*
KCK Tourism . . . KCK Brand

It's big wins. The residents of eastern Wyandotte County have access to an expanded bicycle trails network and levee top trails. There's development along the new, what we're calling the Kansas Waterfront. Waterfront tends to be valuable property. We know the various warehouse owners along that riverfront would like nothing more than to turn their warehouses into something that's a much higher tax base and revenue base.

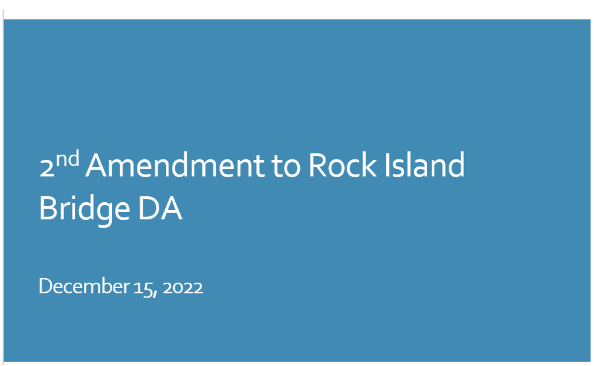
It's also rebranding the Kansas River. We've had a blind eye to our rivers. We drive over them on the way to the airport and that's it. We need to engage with them, and it starts here with the Rock Island Bridge. It's Kansas City, Kansas, tourism and it's a Kansas City, Kansas, brand that Wyandotte County will have the first entertainment district on a bridge over a river in the world. We believe with the World Cup coming in 2024, that's a great sweet spot to be in.

Grand Opening
St Patrick's Day 2024

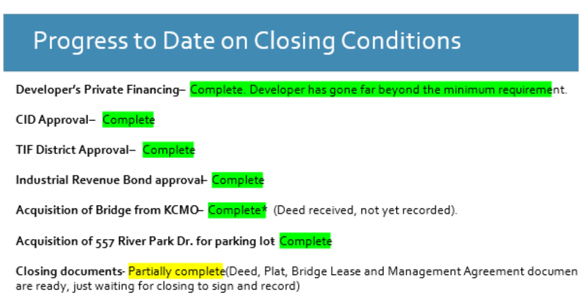
Our plan is a grand opening on St. Patrick's Day in 2024. We have a 14-month buildout and time built-in that is pretty tight, but we're going to make that because we're in a partnership with the Unified Government of Wyandotte County and the citizens of Wyandotte County to build this out. We have also brought to the table philanthropy and equity investors as well as the UG contribution.

I'd also like to point out that the original \$2M was to pay for the crossing, which is part of the development agreement. Since that \$2M was passed, we had COVID and we had supply chain issues. The crossing now is pricing in at somewhere just around \$6M. We're not coming asking for the difference. Our equity investors and philanthropy are covering that difference. We want to get this built and we're willing to put equity dollars to work to finish the public crossing and the buildout of the buildings on the bridge.

This is the east entrance. We'd like to think of it as the Gateway to Kansas. Thank you all very much. Any questions?



Mr. Waters said let's talk a little bit about why this second amendment is needed tonight.



First, let's talk about the progress that's been made since the development agreement was approved. You can see all the different approvals that we've done. As we mentioned, the developer went far beyond their private financing goals and completed that. We approved a CID, a TIF, and an IRB. We got the deed from Kansas City, Missouri. We've acquired the property needed on the west side for the parking lot.

The only remaining issues are the closing documents basically, the deed, the plat, the lease, and the management agreement. Those documents are all prepared and just waiting for closing, to sign.

Why a Second Amendment is needed.

1. **Finalizing the title policy**

- Current closing deadline is December 31, 2022.
- Needed to provide a cushion just in case there are delays.

Why do we need the second amendment? First of all, we thought that it was prudent, given the investment we're making in this, to get a title policy on the bridge. It turns out not a lot of people go to title companies asking for policies on bridges so, it's been a little bit more complicated than we thought. They've asked a lot of questions; they've asked for a lot of documents. They're doing research on a 120-year-old bridge and looking through all the chain of title issues. We're close, and we may be able to make that deadline, but we wanted to make sure that in case there were delays that we had a cushion. We thought it was important to build in a cushion in case we get delayed on it.

Why a Second Amendment is needed.

2. **Extend the completion date.**

- The completion date under the current DA, July 1, 2023, is not realistic and needs to be extended.
- Flying Truss is targeting a March 2024 opening.

As we looked through the development agreement, we realized that the completion date for the developer was just not realistic anymore. We had originally projected July 1, 2023. There's just no way that they can make that. As Mike mentioned, they're targeting a March 2024 grand opening, so we extended out the completion date in this amendment.

Why a Second Amendment is needed.

3. **Raising the Bridge**

Kaw Valley Drainage District and UG professional engineering staff recommend raising the bridge as a flood safety measure.

Estimated cost is $850,000. Staff has been working to identify immediate funding options, will present options to ED&F in January.

Flying Truss has agreed to allow ½ of the costs to be reimbursed through the TIF and CID.

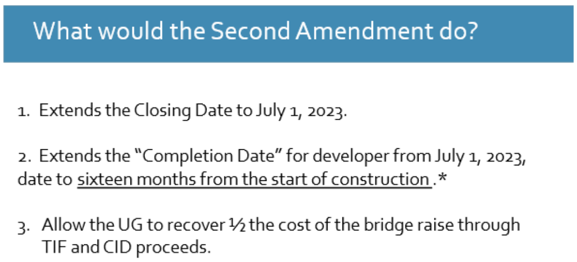
Then finally, raising the bridge. Both the Kaw Valley Drainage District and the Unified Government Public Works staff are recommending raising the bridge as a public safety measure. I'm going to let Public Works talk about all the details of why that is and how that works shortly. The estimated cost is about $850K. Staff is working right now to identify immediate funding options, and we will be presenting those at ED&F in January.

Flying Truss has agreed to allow us to reimburse half of those costs from the TIF and CID. Now, this is a concession because you may recall how the development agreement works. The Unified Government puts in $2M, but that's basically a loan. We pay ourselves back through the TIF and CID. Flying Truss doesn't get a dollar until we've paid ourselves back. They are agreeing to add on the additional costs of half the bridge raise. That is a concession. It means that they don't get their CID money for a longer period while we recoup that.

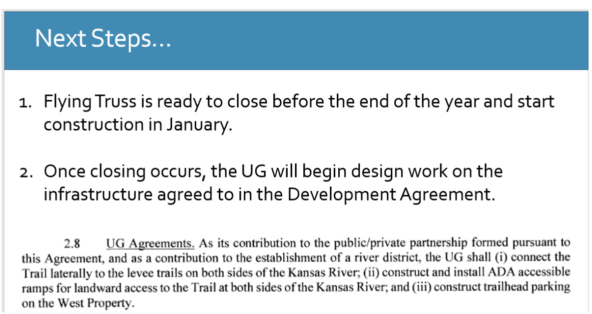
Funding sources to the UG from Rock Island.

1. TIF District captures all incremental property taxes and local sales taxes.
2. 2% additional CID on all sales.
3. Profit sharing agreement – Flying Truss pays the UG 2% of all gross revenue over $2 million, and 5% of gross revenue over $5 million.
4. Lease payment of $9,300/year with annual CPI increases.
5. Lease payments from owner of fiber -optic cable running over bridge. Final amount still being negotiated.

I just wanted to talk through, just as a reminder, all of the different revenue sources that we have coming from the bridge. We have the TIF, the incremental property, and sales taxes. We have the additional 2% CID, and we have a profit sharing agreement with Flying Truss where it steps up depending on how much money they make. We'll get a lease payment from Flying Truss. Then there is also a fiber optic cable that runs across the bridge. As the new owners, we will be in the position to negotiate that rent payment for that company, and that amount is still being negotiated. So, there are various funding sources that we will be able to use to make up for these costs.

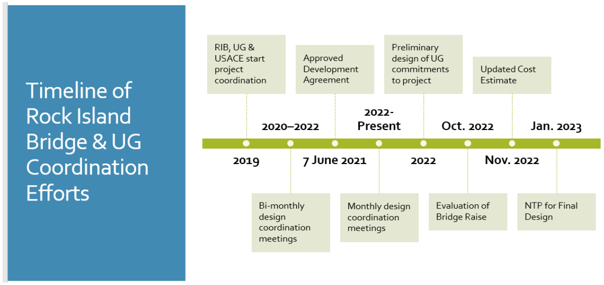


Just, kind of in summary, what would the second amendment do? It extends the closing date to July 1, 2023. Again, we do not believe we will need anywhere close to this amount of time, but we just didn't want to have to come back in case anything happens. It extends the completion date for the developer from what is now July 1, 2023, to a date of 16 months from the start of construction. That puts them well within the range of their goal of March 2024. It allows the Unified Government to recover half the cost of the bridge raise through TIF and CID proceeds.



The next steps would be, as Mike mentioned, Flying Truss is ready to go. They want to start construction in January to hit their timelines. Once closing occurs, the Unified Government would begin design work on the infrastructure that we agreed to in the development agreement. I pulled out the section from the development agreement that contains those provisions. It's connecting the trail on both sides, it's constructing and installing ADA ramps, and it's constructing a trailhead parking lot on the west side.

I'm going to turn it over to Sarah White, from Public Works, to talk about the work that they've been doing.



Sarah White, Project Engineer, Public Works, said I'm the project manager on both the KC Levees Project and then the subsequent adjacent development and coordination. Very excited to be here tonight. This is a project I've been working on since 2019 so, I'm always happy to talk about it. Just wanted to kind of walk through a timeline because I know not everyone has been here for this whole time.

Back in 2019 when the KC Levees Project was starting, the coordination efforts that happened with that project brought forth that there were developers interested in areas adjacent to the levees. That really started that conversation with Rock Island Bridge as it pertained to that kind of overlap in area. We started project coordination back in 2019.

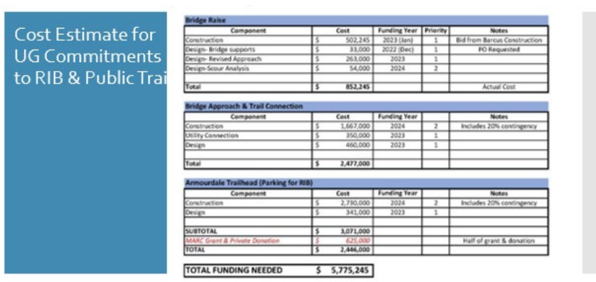
Because the KC Levees Project is such a complicated project with lots of players, thought it would be best to have coordination meetings. We met twice a month. We started those in 2020 and we carried those through to the beginning of 2022, meeting twice a month as a group with the developer, the Corps, our consultant, and us. Then the approved development agreement; I just threw up the date there June 7, 2021.

Then we went to the monthly design coordination meetings. Those are still occurring. Based on what was in the development agreement, we were then tasked with putting together the preliminary design for the items that were agreed upon as UG commitment. Those included what Patrick said: the trailhead, the access ramps, and the ADA access. We began work on that and that has a lot of coordination with the Corps because there are levee wall raises in that area and we have to have our access ramps go over the wall. So, lots of coordination between the different designers.

One of the things that had come up in conversation was that there was some concern that the bridge was not being raised and was going to be a low point in the area. One of the tasks that I was given was to evaluate why the Corps had determined it didn't need to be raised and why, as an asset owner, the UG having this joining its infrastructure kind of roster. What's the risk of leaving the bridge where it is? We did that evaluation of the bridge raise.

Then, just last month, we were able to do our updated construction cost estimate now that we're getting into final design. That is something we are going to go into more detail in next month, but we are going to show you those numbers tonight as well. Our next step is to move forward with the final design.

This was the riverfront vision that we, as a UG Commission leadership—this is something we've been working on since 2020, had various workshops on it, and part of that does then include the Rock Island Bridge connection because not only is it an entertainment district, it is a public trail crossing.



Bridge Raise

Component		Cost	Funding Year	Priority	Notes
Construction	$	502,245	2023 (Jan)	1	Bid from Barcus Construction
Design- Bridge supports	$	33,000	2022 (Dec)	1	PO Requested
Design- Revised Approach	$	263,000	2023	1	
Design-Scour Analysis	$	54,000	2024	2	
Total	$	852,245			Actual Cost

Bridge Approach & Trail Connection

Component		Cost	Funding Year		Notes
Construction	$	1,667,000	2024	2	Includes 20% contingency
Utility Connection	$	350,000	2023	1	
Design	$	460,000	2023	1	
Total	$	2,477,000			

Armourdale Trailhead (Parking for RIB)

Component		Cost	Funding Year		Notes
Construction	$	2,730,000	2024	2	Includes 20% contingency
Design	$	341,000	2023	1	
SUBTOTAL	$	3,071,000			
MARC Grant & Private Donation	$	625,000			Half of grant & donation
TOTAL	$	2,446,000			

TOTAL FUNDING NEEDED	$	5,775,245

This sheet here lists out the updated cost estimates. These are for the commitments that were laid out in that development agreement. The only addition to this on this sheet that wasn't in the development agreement is the bridge raise cost.

The first item, the bridge raise. That one actually is probably the most time-sensitive and that is because when Barcus starts their construction out there on the bridge work—they're the contractor that is doing the demo work and the steelwork for the bridge—they're able to do the bridge raise while they're out there. We asked them for a price on this, and I know how a lot of you are thinking, a bridge raise would be millions and millions of dollars because that's what I thought. They came back with their estimate, or not even an estimate, their bid price of $502K for that bridge raise. We thought that was a very cost-effective number.

That did not include the design for the bridge support. The bridge will be cut, it'll be jacked up and raised, they were explaining it to me. I will be sitting out there watching it. There has to be a section that goes in as a support so that needs to be designed and be revised. We have to revise the design that we have done for those approaches, so that will add a cost to that.

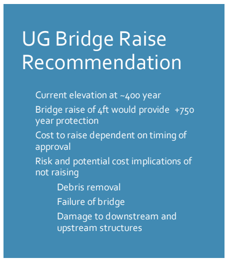
Also, as the bridge owner, one of the things with a bridge, you have to do a scour analysis so, that is in there as well.

The bridge approach and trail connections, those are updated numbers. Those are 2022 numbers. All of those include the 20% contingency on construction, which is maybe a little conservative, but we all know that inflation—we don't really see a trend right now. It seems to keep going up so, the 20% is probably pretty reasonable to look at.

The River Park Drive parking lot. That one is also listed out there. We have already acquired that property and with that construction, comes the utility connections. There is also a public parking for the trail system that's being built with the project. Our total funding needed for the entire project commitment is the $5.7M. That also includes—subtracted out of that, or that number shows that we did receive a MARC grant so, part of that, you know, we received $800K from MARC. We have a private donation of $450K for those two trailheads so that number reflects that.

What I wanted to not scare everyone about are the items that we need today, which would be the design money for the bridge supports and then the construction money for the bridge raise for Barcus. They'll be out there starting in January. They said the bridge raise would probably happen between February and March. I put the other where the funding year would be. Most of the major construction will probably not occur until 2024. We are moving forward to add that into our 2024 budget. We have a few items that might have to go into 2023 amended, but the critical one is making sure when Barcus is out there, they can do that bridge raise for that cost.

I highlighted here these because these are the areas where we have those commitments from the development agreement.



So, just a brief summary of our bridge raise recommendation. The current elevation, where it is at right now, is at approximately the 400-year flood event will overtop it. The Corps, on their Levee Project, did a very detailed feasibility analysis and they determined which structures needed to be modified or existing structures. In their feasibility study, they did show this bridge will overtop, it will surge, it will come down at those big events, I mean the big event. However, in their evaluation, and even to this day, it is still considered an abandoned railroad bridge. It was not a cost-effective thing for them to raise the bridge with the project.

With the levees being raised to the 750 level, the Rock Island Bridge will be the low point and be a blockage in the channel at those really high events. So, yes, 400 years, a 400-year chance of an event—the risk is very low, however, when the levees, a $540M levee project is being put there to raise everything to the 750 level, we feel that it would be negligent of us not to also raise that bridge.

The other item is the risk and potential cost implications if we don't raise it, which that’s still an option not to raise it, would be the cost for debris removal because even if we wouldn't have a 400-year event, even if you have a 200-, 300-year event, you might have some large debris coming down. It's going to get caught on the bridge. As the bridge is designed right now, you cannot bring large vehicles out. It would have to come from a barge or from some other equipment in order to remove that debris, and that all costs money.

Failure of the bridge. With the studies that are shown, it will surge at that 400-year potential of it all coming down. So, the investment that we have made into that would then be lost. Then there's also the possibility of damage to both the upstream and downstream structures. I will note that the first downstream structure is the Union Pacific Railroad Bridge and then the upstream structure is the Kansas Avenue Bridge. Both of those are very important. The railroad would say that they can't even put a price tag on the delays that it would be per day if there was any damage to their bridge. That is why our professional engineering opinion is that we feel that it is a cost-effective way to reduce our risk by doing the bridge raise.

Commissioner Stites asked, is there a special use permit attached to this project? **Mr. Waters** said, Commissioner, the only ones I could think of would maybe be for entertainment and alcohol on the bridge itself. I can't think of one like for the Unified Government itself.

Commissioner Stites said so far, we haven't required one, but it could require a special use permit. **Mr. Waters** said it could be. Planning is not here, but it's possible.

Commissioner Stites said okay. I was just looking for the length of time that would be issued on a special use permit. In the development agreement, are there any like our LME or MBE attachments to that? **Mr. Waters** said definitely. We have our standard provisions that we add to all contracts. Then, I think Commissioner Townsend, you added an additional provision regarding the actual restaurants and the owners. There's an additional requirement that a certain percentage of those have to be LMW, if I recall.

Commissioner Townsend said I think that provision would kick in at a certain time for the development of those. I think there was a multi-tiered process, but it's definitely in there.

Thank you, Commissioner, for showing your interest in that. That was very much a concern that the owners give attention to minority involvement on the bridge because we do believe this is going to be a take it to the bridge kind of event. The best thing you can do is get in on the ground level or should I say the bridge level, in this case. So, yes, that was included.

Commissioner Stites said the other question that I had was, I know that the zip line would be an outside person, not to do with us. Do you know where that point of sale would be? Would it be Kansas or Missouri? Then, would all that CID capture those funds also?

Mr. Waters said that is a good question. From the designs I've seen, it appears to be completely disconnected and off the bridge. Now whether they could potentially have a point of sale where you could go to the bridge and buy a ticket, I don't know if the developers have any additional information, but it would seem to make sense to me that for all the people are…

Commissioner Stites said I would agree. I would think that that's another way that we could capture the 2% and get that paid down quicker.

Commissioner Kane asked, what's it going to cost us total? **Mr. Waters** said $5.7M if we do the bridge raise, if that's added in. Then the commitments that we've agreed to in the development agreement; roughly $4.9M.

Commissioner Kane said everything that you said—if there's a flood and you got to take the equipment out; whether that bridge is raised or not, that's how it's going to have to be removed; a barge. If everything gets hung up, no matter what happens, you can't get from the top down there, so I don't think that was a very good reason why we would do this one way or another. It just seems like a lot of money.

Ms. White said right now the bridge is owned by KCMO. I guess, legally, they would have to come out and remove the debris if we don't purchase the bridge. As becoming the owner of it, we were looking at it with or without development. Our recommendation is to raise it if we are going to have it as a trail crossing, any kind of future thing, we would need to raise the bridge.

Commissioner Townsend said this goes to what Commissioner States raised about any connection. Was it the zip line that you inquired about? During our ED&F meeting, when I saw that, I raised the question about any involvement that we might have because of a security and liability issue. Mr. Laddin, at that time, said that was a totally different entity, not involving us, and I favor that option. That's what was discussed at ED&F.

Commissioner McKiernan said I have been a proponent of this project from the very beginning because I do think that it has truly a catalytic potential for development along the riverfront. I'm disappointed in a couple of things that I've heard tonight. I know, Sarah, you tried to explain this to me at the standing committee and I still don't understand why. But for the Army Corps of Engineers raising the levee, this bridge would not have to be raised, and yet, the Army Corps of Engineers has told us it's our responsibility to fund the raising of this bridge. I still don't understand how they can cause an event and then walk away from it and say it's yours and the cost of raising this

And, again, I said this at standing committee, and we'll have time that you could explain this to me. The cost of raising this bridge is a rounding error in the total cost of raising the levee.

I'm still just disappointed that this seems to be we have no choice in this, that we must fund it. But for the levee raising, we wouldn't need to raise it.

The second thing that I'm disappointed is, we've talked about this project for a long time. I'm disappointed that we've gotten to this point and it seems, I could swear, we voted on funding. I could swear we voted on plans. I could swear we voted on development agreements. All of a sudden there seems to be more dollars involved in this that we haven't previously considered. I'm disappointed that we're at this stage and it appears that there are funds that we need to expend that we seem not to have previously considered. I think we knew this was coming. I'm disappointed we've gotten to this late date and still have these unresolved issues in front of us. I think we can make it happen, but those are my thoughts tonight.

Commissioner Burroughs asked, can you tell us the height difference between a 400 and 750 flood plain? **Ms. White** said at this location, it's approximately a little over four feet, so it's being raised about four feet.

Commissioner Burroughs said four feet. The reason why they came back with the bid is because the equipment and the operator that can do the job will be on-site doing other work, correct? **Ms. White** said yeah so, they'll be removing the—what Barcus has told me is that they'll be removing all of the old railroad ties, everything. At that time, the bridge will actually be the lightest so they'll be able to do those cuts, jack it up and do that while they're there. I think you know if we don't do it now, we have that risk and then if we need to do it in the future it would be a lot more expensive.

Commissioner Burroughs said so, if we have to do a four-foot enhancement on the bridge to raise it up, that means the approaches on each side have to have a different elevation and angle in which the materials would have to be interfaced with the new project, correct? **Ms. White** said yeah, and that's why there's that redesign fee because those do have to be redesigned.

Commissioner Burroughs said I want to echo my colleague's comments. We were both set back, pretty much stunned the other day when we heard the additional cost of the project. Have we purchased the bridge from Missouri yet?

Mr. Waters said we have the deed in hand, but we have not closed. I mean we have not recorded it, so, I don't know what their counsel would say whether they consider that closed or not. But it is not closed and recorded yet. We've been waiting, again, for the title policy because we think it's prudent to have the title policy on this, given the investment that we're making, to formally record all those documents.

Commissioner Burroughs asked, so, if we were not to purchase the bridge, what would happen to the agreement?

Mr. Waters said well, I think I'd want to talk about that more in an executive session, because, I mean, the developer is not in default. They have met all their obligations. I would say, legally, I see no reason that we would not do so. This isn't a situation where the developer has failed to meet some condition. They've met and exceeded all those.

Commissioner Burroughs said well, I know initially there was a concern about spending the $2M on a piece of property we didn't own. It was a commissioners' purview that we would ask that we take possession of the bridge because if we're going to spend money, we want it to be property that is owned by the Unified Government. I guess the comment I would make is that if we don't purchase the bridge, then the legal ramifications, as you say, Patrick, may have to be discussed in an executive session. I'm just trying to lay out a foundation here to help the Commission make a decision as to what we want to do because one way or another, sounds like there's going to be a liability aspect. If we don't raise the bridge, we've got liability. If we walk away from the sale of the bridge, we've got a liability and if we fund the project, we've got a financial liability. Just trying to find the best way out, the best solution possible.

Mr. Waters said, Commissioner, I think what Flying Truss would say is that they are ready to proceed regardless of whether we decide to raise it or not. So, if we need to take time and talk through that, that's fine with them. Whether it gets raised or not, they want to begin construction because they can be done at the same time. I think that their position would be to let us proceed, let us get started. If you, Unified Government, need to work through the bridge raise issue and talk about funding, that's fine, but let us get started and proceed.

Commissioner Burroughs said let me see if I understand this correctly. The financial aspect was going to be presented to us in January at the ED&F committee, or was it the full commission?

Mr. Waters said the original plan was to have everything presented at ED&F, however, thought it made sense, given how important this project is and the interest of full transparency, we wanted to provide the full Commission with these numbers early. We don't have all the answers.

Staff is still working on the answers in terms of where funding would come from for the bridge raise and everything else, but we wanted to make sure that these numbers were out in front of you.

Commissioner Burroughs said I truly appreciate the full transparency aspect. I guess I just want to know some kind of guidance as to what action we take tonight. If we approve to extend the contract, we're not approving finances at this particular meeting, are we?

Mr. Waters said that's correct. I just want to make it clear for everyone that if the title company says tomorrow, you guys are good, we've got your policy ready to go, it is our plan to proceed and let the developer start construction. We just wanted to make sure everyone was going into this with eyes wide open because to hit their timeline for March 2024, they really want to get started on this.

Commissioner McKiernan said just two more things. Like Commissioner Burroughs, I thought we'd executed the transfer, the sale. I'm glad to hear that we have it in principle. I'm glad to hear that all we have left is the title company finalizing that. I hope they do so tomorrow, because I think that would be in everyone's best interest if they did. Having said all of that, I have absolutely no problem and am fully in support of this amendment to the agreement to allow the developer, if it works out for them, to begin their work and to allow us the time to have a broader, deeper discussion and fully plan where and how we're going to support this project with whatever else it is that we need to do. With that, I would move that we approve the second amendment.

Action: **RESOLUTION NO. R-82-22,** "A resolution adopting the second amendment to Kaw River Bridge cooperative and development agreement." **Commissioner McKiernan made a motion, seconded by Commissioner Johnson, to adopt the resolution.**

Mayor Garner said I got a question. You said that we have the deed? **Mr. Waters** said correct.

Mayor Garner said but it's not been recorded. Can you elaborate what that means? Is that Kansas City, Missouri? Is that the title company? Is that something we need to do? Where are we at in that process?

Mr. Waters said we have been holding on to the deed, Mayor, while we work through the title issues. Given the investment that we're making in this, we thought it was prudent to get that title policy, and so, we think we're very close. They are just doing that research on the 120-year-old bridge and making sure that all of the documentation is there. It's much more complicated than a typical title policy. We continue to check in with them on a weekly basis, and we think we're close. We saw this December 31st deadline looming, and just in case it slips into January, we wanted to make sure that we updated this development agreement.

Mayor Garner said the Rock Island Bridge, this is all part of the Riverfront Project, right? **Mr. Waters** said that's correct.

Mayor Garner asked, and so there's no other hidden, unknown costs? What you're telling the Commission tonight is that total cost, and what was that total amount? **Mr. Waters** said $5.7M with this…

Mayor Garner said with everything. **Mr. Waters** said $5.7M.

Mayor Garner asked, wasn't there another $4M somewhere in there? **Ms. White** said I was given direction to just discuss the Rock Island Bridge crisis tonight, however, there is an additional—for the rest of the Riverfront Project, for the commitments that we've made—there is an additional $1.7M. If you look at that full picture, I mean, that cost estimate at the time two years ago was over $10M. I don't even know what it would be now, but that was just a broad buildout, what we would like to do. Right now, we will be in January coming to you to talk about the full commitment costs, which the total is $7.135M is what we are needing. We have a plan to make that work that we'll present in January.

Commissioner McKiernan said okay. The original dollar figure you put up a little bit ago has now been capped with some additional needed expenditures. I'm going to go back to what I said earlier. We've been talking about this so long. We've taken so many votes on this. I could have sworn, and I apologize that I evidently misremember this very badly, I could have sworn we already voted on the infrastructure costs on either end of this bridge and evidently that's not the case. I still endorse going ahead with the second amendment, but we have some really serious discussions that we need to have about capital maintenance on either side of this bridge that ultimately, we may not be able to pull off. I hope my fellow commissioners can tell me I'm wrong in that, but as I'm sitting here today, I'm not sure I see a path home.

Ms. White said well, we hope to. In January, we were hoping to bring it in December, it actually got pulled off. We have a plan. A lot of this stuff—I've been on this project a very long time, the Levees Project. Everything has gone up almost 25% in costs. A lot of the stuff that we're doing coordination, everything costs money. We're just looking at more money.

Commissioner McKiernan said I'll go back to what I said earlier, I have no problem with the amendment to the agreement, but we really do need to have some very serious discussions at ED&F in January.

Mayor Garner said I'd like to follow up with that. I think this Commission and this community deserves to have down to the dollar, not costs have gone up. I've said this before, that type of generalization when it comes to the taxpayers' money needs to stop. This Commission deserves to see where every penny of every project is going with every vendor, every contractor, and everybody that we've solidified for this project. I guess I have concerns and I don't know if counsel can answer this. Is this Commission obligated by what was passed in June of 2021 to—as far as this partnership—to fund whatever is required to bring about this development?

Mr. Waters said, Mayor, I would want to have any additional conversations about that, I think, in executive session just because of the legal ramifications. I guess that's all.

Mayor Garner said and that's fine. I'm willing to go in executive session right now because this is too big of an issue where we are at fiscally. We are already in the red, and we're asking this Commission to bleed out more money that we simply just do not have. I have a problem. I've watched this project over the years before I became Mayor. I totally support it. I applaud our developer for having the vision and wanting to bring this forward. I see no fault on him. He's done everything that he's supposed to do.

Where I'm seeing fault is a communication lapse, a breakdown. Something has gone critically wrong somewhere within this Unified Government to where we're here today to where the information that was given originally somehow has morphized into some monstrous amount of money that we just don't have. To say costs have gone up is one thing, but I just think it's unacceptable.

Commissioner Davis said all right. A lot of information. What are we voting on today? What is before us today? Can we make that crystal clear?

Mr. Waters said today, the second amendment is extending the closing date. It is extending the developer's completion deadline and it is allowing the Unified Government to recover half the cost of the bridge raise, if we go through with it, through the TIF and CID.

Commissioner Davis said okay, so, it takes some of these incentives that we had already laid out and partially fund the bridge raising, which is what we had talked about in ED&F. In January, what are you all preparing to bring before us?

Ms. White said in January, we are going to go into more detail of where we see these funds could come from. As you guys probably remember me coming multiple times this past year, we applied for a lot of grants. Unfortunately, there was some promising going on that just didn't happen. It was very unfortunate. Our plan is to lay out where that money would come from, to break it down. We were advised that we need to show that amount. I will say it—for designers in consulting, it's very hard to put together cost estimates for construction when you have just preliminary design. You don't often get your best cost estimate until you're getting ready to go to final design. With the Corps of Engineers and all of the coordination, there was a lot of changes that had to be made.

Commissioner Davis said are you all—because, right now, it seems like you all are not necessarily prepared to give us all the information that we need. Perhaps on threes would be good between now and our next ED&F meeting so we all can get the information that we need so we are comfortable moving forward. Mr. Waters, if we were not, if we were to reject or deny this amendment, what would that do to this project?

Mr. Waters said it would put us in a very tight timeline where we have a closing date of December 31st, and we don't have any additional Commission meetings. If we can't get that done, that's the most urgent issue.

Commissioner Davis said okay, that 31st deadline. By amending the dates for this particular project, does that commit us to any additional funding?

Mr. Waters said it does not commit us to any additional funding beyond what's already agreed to in the development agreement. It does not commit us to the bridge raise funding. It allows us the option, again, to seek reimbursement, if we choose to do so, but it does not commit us to any additional commitments.

Commissioner Davis said so if we were to fund this theoretically tonight, it would not commit us to anything in addition. All it would do is move the dates so that the current agreement is not out of compliance because we all want a holiday and because this is our last meeting of 2022, we want to make that share. What I would request is that we, before ED&F, have staff huddle, get all their information together, do on threes with us, and then bring that back to us for ED&F so that we could duke it out in January, not tonight. Call the question.

Mayor Garner said thank you. There's a roll call for a discussion. I've already got a first and a second on the floor so I call the question [inaudible].

Got a call to question and a second. Let's go to vote and then we've got more questions. Before we do that, we've got some discussion still. Hold on. Clerk, go ahead with that roll call.

Roll call was taken and there were nine "Ayes," Davis, Bynum, Burroughs, McKiernan, Ramirez, Johnson, Kane, Markley, Stites; and one "No," Townsend. Prior to Commissioner Townsend's vote, she said, I voted note because I'm not clear about the nature of this.

Mayor Garner said in theory, according to Legal Counsel, that item has passed as a result of that vote, but we are still open to commissioners' comments.

Commissioner Ramirez said I don't think we would have a lot of this confusion if we had a fully staffed and operational Economic Development Department. It seems that department has continued to try to be controlled. We wouldn't have this issue if we had an Economic Development Director and staff to do their job.

Commissioner Townsend said my question dealt with what was the nature of, the actual and the result of the actual motion, so it's just clear. It's not that I necessarily opposed the project. The issue of whether or not, in ED&F, if we move with this forward, were we approving money dealt with then? My understanding it was not. I just want clarity on what we've just done.

Mr. Waters said we have extended the closing date for both parties to finalize the transaction. We have extended the completion date to give the developer additional time to complete the project. We have allowed for the possibility, if we choose to raise the bridge, to recoup half of those funds through the TIF and CID. Those were the three actions.

Commissioner Townsend said thank you for that clarification. If I'd had that, my vote would have been yes. Thank you.

Commissioner Stites said so between now and then, we may find a funding source that helps us out with that additional money of raising the bridge, if we elect to do that, right? **Mr. Waters** said I know staff is looking, continues to look for all options.

Mayor Garner said I'll make one final comment on this. I do respect we have an Economic Development Director. These deals had already been signed, voted on, and moved. These things have come up after the fact of all these agreements. Whether or not we have an Economic Development Director in tow right now—our Administrator has done a good job of putting together a team that's handling those duties. This has nothing to do with that at all.

What troubles me is the lack of communication or clarity in this. I just know in my line of business, coming forward, when you have these types of flare-ups and miscommunications, usually people are held accountable. That is one thing that I've seen lacking in this Unified Government is accountability and until there is, I really am concerned about where this Unified Government is going.

This is a Unified Government of professionals, and we've got a lot of good employees here that do good work. I like trusting, but I like to verify. If people don't cut it, there should always be consequences, in the line of work that I've come from, and I don't see a lot of that going on. I see a lot of making excuses that really don't add up to me.

I think the people of Wyandotte County, when you're talking about millions of dollars, deserve a lot better from some, not all, because I believe that most of our staff and employees do an awesome job. I was one of them. I've worked with lots of others that are still on this Police Department keeping this community safe as we speak. But for those that don't cut it and miss the mark, I would hope that some level of conversation is had to make sure that these types of things don't happen again so our commissioners can have all the information they need to make an informed decision.

I've watched these commissioners over the years ask for information, ask for details. Sometimes they got it, sometimes they didn't. Those types of things need to stop. This unified body needs to be respected in a way to know that they make the decisions. The tail does not wag the dog. When you bring information forward, all the T's should be crossed and all the I's should be dotted. We are too big of an organization to be having these types of million-dollar mess-ups.

I believe someone said that promises were made. Well, obviously, in this situation, promises weren't kept, and to me, that's just totally unacceptable. When you're talking about a professional organization as the Unified Government and we're paying people top dollars to do work here at the taxpayers' expense—I'm going to leave that alone.

Commissioner Stites said thank you to all the employees that are out there that are doing a good, hard job and working every day to try to bring things forward for the best of our community. We appreciate everything that you're doing, this Commission does. Thank you and Merry Christmas.

Item No. 3 – 212194…NOMINATION: BOARDS AND COMMISSIONS

Synopsis: Nomination for boards and commissions:

Ollie Carroll to the Human Relations & Disabilities Issues Board, 12/15/2022 to 12/11/2023, submitted by Commissioner Bynum.

Action: **Commissioner Kane made a motion, seconded by Commissioner Ramirez, to approve.** Roll call was taken and there were ten "Ayes," Davis, Bynum, Burroughs, Townsend, McKiernan, Ramirez, Johnson, Kane, Markley, Stites.

Item No. 4 - MINUTES

Synopsis: Minutes from the Full Commission meeting on April 7, 2022, and the Special Session on November 10, 2022.

Action: **Commissioner Kane made a motion, seconded by Commissioner Ramirez, to approve.** Roll call was taken and there were ten "Ayes," Davis, Bynum, Burroughs, Townsend, McKiernan, Ramirez, Johnson, Kane, Markley, Stites.

Item No. 5 - WEEKLY BUSINESS MATERIAL

Synopsis: Weekly business material dated November 17 and 23, 2022.

Action: **Commissioner Kane made a motion, seconded by Commissioner Ramirez, to receive and file.** Roll call was taken and there were ten "Ayes," Davis, Bynum, Burroughs, Townsend, McKiernan, Ramirez, Johnson, Kane, Markley, Stites.

PUBLIC HEARING AGENDA

No items

STANDING COMMITTEES' AGENDA

Item No. 1 – 212179…RESOLUTION: AUTHORIZING AN MOU BETWEEN USD 500, THE UG, AND KCKPD TO ADMINISTER A 911 CALL-TAKER TRAINING PROGRAM

Synopsis: Approval of the Resolution authorizing an MOU between USD 500 and the Unified Government and KCKPD to administer a 911 Call Taker training program, submitted by Casey Meyer, Senior Counsel; Karl Oakman, Chief of Police; and Renee Ramirez, Director of Human Resources. This item was scheduled to appear before the Public Works and Safety Standing Committee, chaired by Commissioner Bynum, on December 12, 2022. It was requested and approved by the Mayor, to fast-track this item to the December 15, 2022, full commission meeting.

Commissioner Bynum said very much like the program that the Sheriff's Department had brought forward in working with the Kansas City, Kansas, Public Schools, our Police Department is also now setting up a program to train 911 call-takers. It will provide hours of work and certification. It's exciting because we're continuing that effort to try to grow our own, if you will, and offer these good jobs that we have at the Unified Government to the young people that live in our community in the hopes that they can stay here and have a career. With that, I would move approval of the resolution.

Action: **RESOLUTION NO. R-83-22,** "A resolution authorizing the approval of an agreement between the Unified Government of Wyandotte County/Kansas City, Kansas, and Unified School District No. 500 for a 911 call-taker training program." **Commissioner Bynum made a motion, seconded by Commissioner Kane, to adopt the resolution.**

Mayor Garner said okay. There's a motion and a second. Are there any comments or questions? Hearing none and no further intercession, roll call, please.

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

ADMINISTRATOR'S AGENDA

Item No. 1 – 212189…RESOLUTION: EXTENDING LOCAL HEALTH EMERGENCY FOR COVID-19 PANDEMIC

Synopsis: A resolution extending the state of Local Health Emergency for the COVID-19 Pandemic for the County of Wyandotte, Kansas, through May 1, 2023, submitted by Matt May, Emergency Management Director.

Matt May, Emergency Management Director, said once again, we're back to extend this. We continue to be impacted by COVID. We continue to have a funding source to support us and all they ask of us is that we maintain the status of an emergency declaration. So, I bring that back to you again, where it seems like we just did this a week ago. It's not, but what we're trying to do is stay more ahead of it so that when the expiration for the last one comes, we're ready with the next one. I appreciate your indulgence in trying to work around the holiday schedules. I stand for questions.

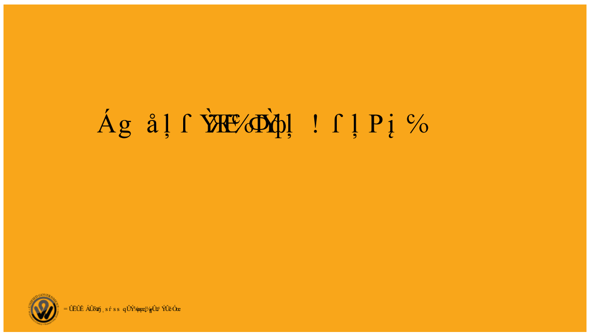
Action: **RESOLUTION NO. R-84-22,** "A resolution extending the state of emergency for the COVID-19 pandemic for the county of Wyandotte, Kansas, through May 1, 2023." **Commissioner Davis made a motion, seconded by Commissioner Markley, to adopt the resolution.**

Mayor Garner said we have a motion and a second. Any discussion? Roll call, please.

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

Item No. 2 – 212191…ADOPTION: 2023 STATE LEGISLATIVE PROGRAM

Synopsis: Adoption of the 2023 State Legislative Programs, submitted by Alan Howze, Assistant County Administrator.



Alan Howze, Assistant County Administrator, said this evening we are joined by Paul Davis, our State Legislative Lobbyist. As we prepare for the start of the legislative session in January, you all have seen the draft legislative agenda that came before you in November. Had an opportunity to provide feedback on that and then more recently, through a ranking exercise, we're able to provide your input on what those top priorities were for the top ten for that legislative agenda.

1	Medicaid Expansion	6	Equalize Motor Vehicle Taxes
2	Star Bonds & Food Sales Tax	7	Local Share of Sports Betting Revenue
3	Increased State Infrastructure Funding	8	Pay Prevailing Wage
4	Flexibility for Alternative Revenue Sources	9	Increased Funding for Mental Health and Psychiatric Beds
5	Expanded Childcare and Universal Pre-K	10	Increased Funding for Services to Senior Populations

We're just going to focus in on the top ten. I don't think this is any surprise. I think actually it dovetails with a lot of what you heard earlier this evening in the sessions from the HEAT and from the CHIP. Medicaid expansion being the number one priority; STAR bonds and food sales tax number two; increased state infrastructure funding number three; flexibility for alternative revenue sources number four; expanded childcare and universal pre-K, again, something you heard about this evening; equalizing motor vehicle taxes so that Wyandotte County residents are paying the same for the same vehicle as residents in other communities; a local share of sports betting revenue;

paying the prevailing wage; increased funding for mental health and psychiatric beds for the state; and increased funding for services to senior populations. That was from the Commission input that we got the top ten priorities as they came out.

The rest of the items that were on the legislative agenda remain there. Some of them, from what you saw in November, kind of got combined because there were some overlapping there. What you have in front of you is the agenda that if you choose to adopt it, would be then presented to the legislatures. So, legislators and the delegation would be working with Mr. Davis to identify which ones. Different legislators might want to pick up and introduce and push forward so that we can move into the legislative session with clarity on the priorities and kind of a plan to move forward with that. Stand to answer any questions.

Commissioner Bynum said I would agree with the dissemination of this to our state delegation, but I would suggest that we also share it with the Chamber, Wyandotte EDC, Hispanic Chamber, and the other taxing entities as well. Bonner, Edwardsville, everyone, so that it's a step toward what I hope we can do next year, which is maybe meet to jointly present our legislative priorities. I think that if we had a set of top ten legislative priorities that have the support of all that I mentioned, that might carry even more weight, not only with our delegation, by other legislators in Topeka. So, with that, I would move to adopt the priorities.

Action: **Commissioner Bynum made a motion, seconded by Commissioner Davis, to adopt the priorities.**

Commissioner Burroughs said I'm really pleased that we, as a Commission, chose to identify the top ten priorities because I can tell you, as a state legislator, it is very difficult to look at 40 or 50 priorities set forth by a local entity and try to carry those because no matter how successful you are with that many on the table, it doesn't look like the effort was put forward. But I can tell you, your delegation works extremely hard. These top ten priorities give them focus going into the next session. By working and collaborating with other legislators, it allows them to be more successful. I do appreciate the fact that we had a chance to have our input into these top ten.

Mayor Garner said thank you, Mr. Davis, for your work, and Mr. Howze. Seeing that there's no further intercession, we have a motion. Was there a second? **Brett Deichler, UG Clerk**, said there was, Mayor.

Mayor Garner said a motion and a second, no further discussion. Roll call, please.

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

Item No. 3 – 212192…PRESENTATION: ECONOMIC DEVELOPMENT POSSIBILITIES

Synopsis: Joint presentation with Cheryl Harrison-Lee, Interim County Administrator, and Kansas City Area Transportation Authority, submitted by Cheryl Harrison-Lee, Interim County Administrator.

Action: This item was previously removed from the agenda, per the blue sheet.

COMMISSIONERS' AGENDA

No items

Mayor Garner said that concludes the portion of our regular meeting and I adjourn us in that capacity. I'll call us back to order as the Land Bank Board of Trustees.

LAND BANK BOARD OF TRUSTEES' CONSENT AGENDA

Mayor Garner asked, do any members of the Commission or County Administer wish to set aside any item on the Land Bank Consent Agenda? There were none.

Item No. 1 – 212084…LAND BANK OPTION APPLICATIONS

Synopsis: Request consideration of the following Land Bank option application, submitted by Jud Knapp, Land Bank Manager. Please visit the new site to review the applications below.
https://experience.arcgis.com/experience/b63e9cb3cca44be59f458765dbeddcb8/

A. New Construction - Single Family Homes – 22 Homes
   1. Chris Solutions LLC – 1 home
      2007 S. 19th St. – 112309
   2. Chris Solutions LLC – 1 home
      2203 N. 45th St. – 174615
   3. Chris Solutions LLC – 1 home
      3001 N. 42nd St. – 105426
   4. Chris Solutions LLC – 1 home
      5118 Douglas Ave. – 050257
   5. Chris Solutions LLC – 1 home
      4516 Lafayette Ave. – 174684
   6. Chris Solutions LLC – 1 home
      4340 Parallel Pkwy. – 914269
   7. Chris Solutions LLC – 1 home
      4100 Waverly Ave. –108900
   8. Kathryn C. Meyer – 1 home
      1895 S. St. Paul St. – 154930
      1894 S. 6th St. - 154929
   9. Steven Kinney – 1 home
      1830 S.10th St. – 154930
   10. Tom Groneman obo Tony Kassim – 1 home
      709 Reynolds Ave. - 120965
   11. Maria Hill – 10 homes
      2541 N. 52nd St. – 039765
      2524 N. 52nd St. – 039730
      2514 N. 52nd St. – 039731
      2552 N. 52nd St. – 039757
      2508 N. 52nd St. – 039741
      5209 Nogard Ave. – 039740
      5141 Nogard Ct. – 039715
      5316 Nogard Ct. – 039763
      5134 Nogard Ct. – 039764
   14. Francene Sutton – 2 homes
      3124 S. 36th St. – 120122
      3116 S. 36th St. – 079673
   15. Tonya Love – 1 home
      2278 Russell Ave. – 161803

B. Multi Family – 4 units total
   1. Hamdi Alsammarraie – 2 Units
      627 S. Pyle St. – 073588
   2. Rudy Arias – 2 units
      4225 Douglas Ave. – 176610
      4230 Shearer Rd. – 176612
   4. 505 Central
      529 Central Ave. – 904421
      525 Central Ave. – 904420

Action: **Commissioner Davis made a motion, seconded by Commissioner McKiernan, to approve.**

Mayor Garner said okay. There is a motion and a second. Any further discussion? Seeing none, Clerk, roll call, please.

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

Mayor Garner said thank you to all our people in the community that may be watching or here in person. This is the last Unified Government Commission meeting of this year. On behalf of everyone, I'd like to wish everyone a Merry Christmas, and we're looking forward to a blessed New Year moving forward. We are adjourned and thank you.

Mr. Deichler said roll call, Mayor.

Mayor Garner said a motion to adjourn.

Action: **Commissioner Johnson made a motion, seconded by Commissioner Bynum, to approve.**

Commissioner Davis said hold on, hold on. I believe we wanted to add something to the agenda. So, before we do that, Commissioner Markley, would you like to take that order or would someone withdraw their motions to adjourn and then let's discuss what we need to discuss.

Commissioner Bynum said second withdrawn.

Commissioner Johnson said motion withdrawn.

Mayor Garner said we have a motion and a second to withdraw from the agenda to adjourn. Go ahead. Is there a motion or an action request that's being brought forth?

Commissioner Ramirez said yes.

Action: **Commissioner Ramirez made a motion, seconded by Commissioner Davis, to suspend Section 505 of the Rules of Procedure requiring "meetings to be conducted in accordance with written agenda."**

Commissioner Markley said we have a motion and a second, Mayor.

Mayor Garner asked, discussion?

Commissioner Markley said we need to suspend the rules, and then I'm happy to walk through what I've just passed around.

Mayor Garner asked, do we have a question? Do we have another motion, I mean, what was the question?

Commissioner Davis said call the question.

Mayor Garner said standby.

Commissioner Kane said, Mayor, if we take a vote on the motion, then she'll explain what's on the….what you have right here.

Mayor Garner said I get it. Standby. I'm going to call for a 10-minute recess. I know there's a motion. I'm trying to get clarity from our Legal Counsel. If everybody would be patient. Standby. I need a little recess to talk to Legal. Nothing's changed on the floor. It's still out there.

Recess was taken at 9:01 p.m. Reconvened at 9:11 p.m.

Mayor Garner said there is a motion and a second. Any discussion? Clerk, roll call.

Roll call was taken and there were eight "Ayes," Davis, Townsend, McKiernan, Ramirez, Johnson, Kane, Markley, Stites; and one "No," Burroughs. (Commissioner Bynum was out of the room.)

Mayor Garner said okay, that takes us to the next item.

Action: Commissioner Ramirez made a motion, seconded by Commissioner Davis, to add ordinance amending Appendix C, Article II, Sections 202 and 203 of the Standing Committee Rules of Procedure to—well, we passed it, but the Commissioner's Agenda.

Mayor Garner asked, any discussion?

Commissioner Burroughs said thank you, Mayor. To my colleagues, you know this is the season of spirit. And in the spirit of fairness and transparency, if there's a move of foot to change how we function as a government, we should collectively be working together to do that. I think it does none of us any good to air our differences publicly. We could have asked for a special executive session and had these differences in private. I think that would have been the fair way to handle this situation and maybe come to a resolve or an issue, versus what we're about to see this evening. I have been part of a process like this and its so content and distrust among people over a period of time and I would hate to see us do that. So, please know that it pains me to see us do it this way.

Mayor Garner said thank you, Commissioner.

Commissioner Markley said thanks, Mayor. So, the edits that are before you are the Sections 202 and 203 of the Standing Committee Rules of Procedure. They're meant to put into writing what has been a long-standing Commission tradition, I will say, which is the items that come through our standing committee, arrive on our full commission agendas for a vote. It's meant to codify, as I said, what has been long-standing tradition and that's what's before you. If there are questions on the drafting, I'd be happy to answer those now. I will say, also, I did email a copy to our Clerk and to Misty Brown so they both have a copy of it available as well, and I have an extra if anybody missed one.

Mayor Garner asked, any further discussion?

Commissioner Markley said if there are no questions, I would call for the question. **Commissioner Davis** said second.

Mayor Garner said okay. I just want the public to know what is going on here is unification happened in 1997. A long-standing part of the unification has been that the Mayor controlled the agenda. What you're seeing tonight is a, literally, rollback of the mayoral powers. The one power that every mayor's had up until me. I don't control the agenda, in essence, is what this action is going to mean. I have zero control over the agenda. That means my powers have totally been reversed and relegates me to someone that just runs the Commission meeting.

It takes a lot of what's been in the charter ordinance away from me as far as the mayoral duties, and this is a backdoor way to literally take the powers of this Mayor away to work on behalf of the people that voted for me to be your Mayor, to be your voice, to make sure that everything that we did was community driven; to identify and shine a light on inefficiencies and things that have happened in this Unified Government. To demand that we hold this Unified Government accountable to the people of Wyandotte County and better do that. To make sure that there's equity in the delivery of goods and services, that no one is left behind, that no one is disenfranchised, that all voices are heard, that everyone that wants an opportunity, that diversity and equity are a priority here in this Unified Government.

So, if this action passes tonight, every commissioner and everyone in this community needs to know that this Mayor will be the first mayor since unification to not have the powers afforded to the Mayor/CEO since consolidation. I just hope that the public is paying attention because ultimately the public has the power, and you need to know. I've done all I can to make a difference, but ultimately this community is the difference. If you want change here in Wyandotte County and what is happening tonight and what has happened and what has been brought out over the course of this year with the audits and with other things that you've seen with budget, taxes going up, things of those nature and just the way that a lot of the Mayor's Office has been treated, including my staff, if that's not acceptable to you, this is a democracy. Let your voices be heard.

I'm going to continue to fight for this community in every way that I can. This measure will not stop me. I'm committed to the people of Wyandotte County. It's never been about me; it's been about this community. And really what is going on tonight, if it passes, isn't so much an indictment on me as it is an indictment on every individual that voted for me and want it better for Wyandotte County and wanted change.

So, I hope that as we go into this year that change, at some point, will come to the Unified Government of Wyandotte County, Kansas City, Kansas, because this is an unacceptable, unknown backdoor, and to me, shady way to do business. But I guess that's why they call it politics. And, hopefully, politics as usual in Wyandotte County is this cutthroat type of politics comes to an end. It does a disservice to everybody that wants to call Wyandotte County home, and the community, in my opinion, the citizens of Wyandotte County deserve better.

So, there's a motion and a second. I'm going to ask the Clerk for a roll call.

Commissioner Davis said there are questions or people were wanting to speak. Are we doing that? **Mayor Garner** said yes, apologies.

Commissioner Ramirez said thank you, Mr. Mayor. This doesn't take away anyone. It equalizes the sharing of power of the agenda. This says that staff, commissioners, and the Mayor, and the public, through a commissioner, can put anything on the agenda. I have done my own research across this state. No, mayor in this state has full, complete control of the agenda. We are the only ones that operate that way. The agenda power is shared amongst all elected, staff, and even the community. The community wants an ordinance, they go to their city council person to put it on the agenda. That is checks and balances, something that this UG does not have and is what we're trying to put in place.

Mr. Mayor, when you first got elected, you and I had this conversation about commissioners having more say over the agenda and you agreed; we both agreed. So, this is not taking anything away. It's equalizing the playing field so that everyone has a chance to put something on the agenda so that it doesn't become political.

The final vote is here at this dais. If commissioners don't like what's brought forward, they have it within their right to vote no. That's all I'm saying. That's all that this is. That’s all. It's not, I have—and I know you're going to find it very hard to believe me as I say—I have no ill will with this. This is something that should have done, been put in place, a while ago. Checks and balances, like every other municipality in this state has. Thank you.

Commissioner Bynum said I was reading this as dealing specifically with standing committee, so, I want to make sure that I'm right about that and that it's not agendas in general. It's the agendas that pertain to standing committee actions. Item (h). Section 202(h). It's one Section (h) with a section added to the front end of it. **Commissioner Markley** said there should be an (h) and an (i).

Commissioner Bynum said so the second (h) should be an (i). **Commissioner Markley** said there's a typo there. The second (h) should be an (i).

Commissioner Bynum said the first (h) is added language. **Commissioner Markley** said correct. And the answer to your first question, you are correct. The mayor still would have complete control over every other part of our agenda. The only change is that if something is approved by a standing committee, it must come to the full commission. That is the only change this language causes.

Commissioner Bynum said but I am seeing added item (h) to read that items shall not be added to or removed from a standing committee agenda without approval of the standing committee chair. And in that item (h) are we referencing the agenda for that standing committee meeting? **Commissioner Markley** said correct.

Commissioner Bynum said so basically that item is saying in consultation with the standing committee chair, those items will be placed on that agenda. Then Section 203 is simply stating that if something makes its unanimous approval, that it automatically makes its way to the full commission agenda. **Commissioner Markley** said it doesn't have to be unanimous if it's approved by the standing committee.

Commissioner Bynum said correct. Thank you for that clarification.

Commissioner Burroughs said it was mentioned about the charter and the mayor's powers. You know we're going through the charter review at this particular time, and it's been a very transparent committee. A handful of you serve on that committee. These recommendations could come through the charter to modernize it, to make it more effective and more user-friendly for us, as a Commission, and as a living document. I would just state, again, colleagues, there's a better way to handle this and then discussion without taking this action, without discussion of all commissioners. I just hate to see us do this at this particular time, but especially this particular season. It's just not the transparent way to do things.

Commissioner Davis asked, is it possible for us to put this up for the public for them to see what we're looking at? Do we have capabilities, technologically to do that, for transparency purposes? I just thought there was an email that was sent to the Clerk's Office. Okay, I do have every intention of being transparent on what we're voting on. I do have a question for Legal. This particular proposal, is this part of our charter foreign?

Misty Brown, Chief Legal Counsel, said no, Commissioner. This is not part of the charter. If I could explain a little bit. The consolidation study that the Unified Government conducted when they unified is considered the Unified Government Charter. In addition to that, you have our Code of Ordinances and then you have the Rules of Procedure. These are changes to the Rules of Procedure, and it's not part of the charter.

While I have the mic, at some point I would like to hear the original motion again. I know we had a motion to suspend the 505 regarding the agenda, but I did not know if there was another motion to suspend any other rules.

Commissioner Davis said I will let Commissioner Ramirez do that but thank you, Counsel. So, just wanted to make it very clear, and I know the Clerk is going to put this up so all can see. This is a rules and procedures change. This is not a charter change. So, references to the charter, the charter that was passed in 1997 is the same one we have now. This is about the Rules and Procedures.

Mayor Garner said, Counsel, if you would, could you read those changes to those that don't have that up. Can you walk through those changes for the public?

ARTICLE II. STANDING COMMITTEES

Sec. 201. Rules of procedure for standing committees.

These rules of procedure shall govern the meetings of all standing committees.

(Res. No. R-115-98, § 2, 10-8-1998)

Sec. 202. Standing committees created; meeting times.

There shall be four standing committees of the commission: (1) neighborhood and community development; (2) economic development and finance; (3) public works and safety; and (4) administration and human services;

a. Standing committees shall meet at least monthly in a regular place determined by the respective standing committee chairperson;

b. The neighborhood and community development committee shall meet on the Monday immediately preceding the first full commission meeting of each month at 5:00 p.m. and shall adjourn by 7:00 p.m. unless otherwise authorized by a majority vote of the standing committee members present;

c. The economic development and finance committee shall meet on the Monday immediately preceding the first full commission meeting of each month at a time that is immediately upon adjournment of the neighborhood and community development committee or, if there is no such committee meeting that day, at 5:00 p.m., and shall adjourn by 9:00 p.m. unless otherwise authorized by a majority vote of the standing committee members present;

d. The public works and safety committee shall meet on the Monday immediately preceding the second full commission meeting of each month (held on the third Thursday) at 5:00 p.m. and shall adjourn by 7:00 p.m. unless otherwise authorized by a majority vote of the standing committee members present;

e. The administration and human services committee shall meet on the Monday immediately preceding the second full commission meeting of each month (held on the third Thursday) at a time that is immediately upon adjournment of the public works and safety committee or, if there is no such committee meeting that day, at 5:00 p.m., and shall adjourn by 9:00 p.m. unless authorized by a majority vote of the standing committee members present;

f. When the date of a regular standing committee falls on a legal holiday, the meeting shall be held at the discretion of the standing committee chairperson;

g. Standing committee agenda items shall be assigned by the standing committee chairperson or the mayor, with the advice of the administrator, based upon subject matter and other factors deemed relevant by the mayor and the administrator;

h. Items shall not be added to or removed from a standing committee agenda without approval of the standing committee chair; and

h. In cases of ~~conflicting~~an agenda item being proposed for inclusion on multiple committee agendas, the mayor shall make the final decision ~~on committee assignments and committee agendas~~ as to which committee hears the item.

(Res. No. R-115-98, § 3, 10-8-1998; Ord. No. O-37-18 , § 1, 9-27-2018)

Sec. 203. Agenda for meetings.

The standing committee chairperson is responsible for recommending action to the full commission concerning standing committee agenda items recommended to the full commission within 30 days of the standing committee's vote to recommend. The recommendation, along with any supporting materials, shall be forwarded by the standing committee chairperson to the mayor and administrator, with the assistance of the standing committee's staff coordinator for placement on the full commission standing committees' agenda. ~~The mayor ultimately determines the final agenda for the full commission meetings.~~ Any agenda item recommended by a standing committee to the full commission for action shall be ~~presumptively~~ scheduled for action at the next regular meeting of the full commission subsequent to any regular meeting, if any, held during the same week as the meeting of the standing committee recommending the items. Nothing shall prohibit the mayor from exercising the discretion to place emergency or time-sensitive items on any earlier full commission agenda in the interest of the unified government or the public.

(Res. No. R-58-98, § 2, 6-4-1998)

Sec. 204. Meetings open to the public.

All standing committee meetings shall be open to the public pursuant to the Kansas Open Meetings Act.

Sec. 205. Appointment to committees.

Appointment to commission standing committees shall be as follows:

a. Service on standing committees shall begin on the second Monday in January following a November election;

b. Each at-large commissioner is to serve on two different standing committees;

c. The at-large member of each standing committee shall appoint the respective standing committee chairperson from the membership of that standing committee;

d. The at-large member may serve as chairperson or may appoint another standing committee member for a two-year term;

e. The term served by each commissioner shall be determined by the mayor; a commissioner may be removed from a standing committee with the approval of the standing committee chairperson;

f. The mayor shall appoint a minimum of five commissioners to each standing committee, including the at-large commissioner, but not including the mayor or the committee member serving on behalf of the board of public utilities, unless the mayor determines a greater or lesser number is needed for the work of a committee;

g. The public works and safety committee and the economic development and finance committee shall each include one voting member selected by the mayor from among the elected members of the board of public utilities;

h. The neighborhood and community development committee shall include at least one voting member from each of the other three standing committees;

i. Standing committee jurisdiction shall be limited to matters affecting general policy and budget; matters affecting administration, personnel and daily business operations are specifically reserved for the administrator as such matters are administrative functions of the unified government; and

j. Commissioners who are not members of a respective standing committee may participate in the discussions of standing committee meetings and may ask questions and generally be involved in standing committee business; however, non-member commissioners shall have no vote on standing committee agenda items unless selected as a substitute member by the standing committee chairperson.

(Res. No. R-115-98, § 4, 10-8-1998; Ord. No. O-74-17 , § 1, 12-21-2017)

Sec. 206. Special meetings.

A special standing committee meeting may be called at the request of the standing committee chairperson; except in the case of an emergency, all special standing committees shall be called at least 24 hours prior to the time set for the special meeting.

Sec. 207. Notification of meetings.

A notice, in writing, of the date, time and place of all regular meetings of the standing committees shall be sent via mail by the staff coordinator to the administrator, the local news media, persons designated by the committee chairperson or staff coordinator and to all persons requesting such notice from the unified government clerk (hereinafter "clerk") orally or in writing:

a. The definitive list of those persons who are entitled to receive notice of standing committees shall be kept by the staff coordinator; and

b. The clerk shall have overall responsibility for keeping the commission meeting schedule and shall assist the staff coordinator in sending the required notices.

Sec. 208. Furnishing of notification.

Notice of time, date and place of rescheduled regular meetings and special meetings of standing committees shall be furnished by the committee chairperson or the staff coordinator to all those entitled to receive it, including each member of the committee:

a. The method of furnishing such notice shall be by mailing a copy of the call when the call has been made sufficiently in advance of the date for the special meeting to allow receipt of the notice in a reasonable time prior to the special meeting; and

b. When time does not allow receipt of such notice of call by mail, telephone contact is sufficient.

Sec. 209. Agenda items.

Items to be presented to standing committees for discussion and/or action shall be submitted to the standing committee chairperson either directly or through the staff coordinator prior to the date of the meeting at which items are to be taken up:

a. The mayor, with the advice of the administrator, shall assign the item to an appropriate standing committee during a regular agenda review meeting based upon the subject matter of the item and other relevant factors; and

b. The standing committee agenda shall contain the following: call to order, roll call, approval of minutes of previous meeting, committee agenda, public agenda and adjournment.

(Res. No. R-115-98, § 5, 10-8-1998)

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Sec. 210. Changing of agenda.

Subject to the chairperson's prerogative to reasonably arrange agendas, as set out herein, requests by standing committee members for placement of items on the agenda shall be granted provided that the request is made in writing prior to a reasonable deadline for submission in order to provide adequate notice to the mayor, administrator, other commissioners and the public for matters to be considered.

(Res. No. R-58-98, § 3, 6-18-1998)

Sec. 211. Copies of agenda.

Copies of the agenda of each meeting shall be available to any person requesting same.

Sec. 212. Minutes of meetings.

The proceedings of all meetings of each standing committee shall be recorded or otherwise preserved in writing by the clerk and such records shall be retained by the clerk for a minimum of 60 days after distribution of the minutes:

a. Summary minutes shall be prepared of meetings of the standing committees and shall be retained by the clerk; and

b. The summary minutes shall reflect the attendance of standing committee members and any substitute members.

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Ms. Brown said yes. This is part of the section. Our Rules of Procedure go through several sections that speak to the different types of meetings. This is Article II, which pertains to the standing committees.

At the beginning—I'm only going to read the actual changes. It talks Rule 201, says these are the Rules of Procedure for standing committees. Section 202 says standing committee's created and meeting times and sets forth that there's four commission standing committees; talks about the meeting monthly. Up until now, everything is already existing. There's a new provision in here, a new provision (h) that says items shall not be added or removed from a standing committee agenda without approval of the standing committee chair. Then a new Section (i) or a change to a Section (i) in the case of an agenda item being proposed for inclusion on multiple committee agendas, the mayor shall make the final decision as to which committee hears the item.

It then moves on to Section 203 for the agenda for the meetings. I'll read this one because it's short enough. It says "The standing committee chairperson is responsible for recommending action to the full commission concerning standing committee agenda items recommended to the full commission within 30 days of the standing committee's vote to recommend. The recommendation, along with any supporting materials, shall be forwarded by the standing committee chairperson to the mayor and administrator, with the assistance of the standing committee's staff coordinator for placement on the full commission standing committee's agenda." It then strikes the sentence, "The mayor ultimately determines the final agenda for the full commission meeting." That part is struck and it says, "Any agenda item recommended by a standing committee to the full commission for action or actions shall be…" they've struck the word "presumptively" and said "shall be scheduled for action at the next regular meeting of the full commission subsequent to any regular meetings, if any, held during the same week as the meeting of the standing committee recommending the items. Nothing shall prohibit the mayor from exercising the discretion to place emergency or time-sensitive items on any…" and the words "earlier full commission" were added; "agenda in the interest of the unified government or the public." Those are the changes that I see.

Mayor Garner said thank you, Counselor.

Commissioner Stites said okay. As you guys know, I've been here one year, right? I'm trying to figure out why it is that this is a bad thing. I mean, I heard what the Mayor said here and to me, it appears that it's an avenue for the Commission to get items placed on an agenda that our constituents or the public comes to us that want to discuss. I don't mean no disrespect but, Mayor, I'm not sure why you take offense to us having some latitude where we can get some items that our constituents want us to hear on an agenda. I guess that's confusing to me because it doesn't appear to me that it's taking any of the things that you mentioned a minute ago away from you. You still can do the same things that you did before, this is just letting us have an avenue. Now somebody correct me if I'm wrong because it appears that this is a good thing for the commissioners to be able to have an avenue to get items placed on an agenda so that the public can hear it. That's all. Thank you.

Mayor Garner asked, Counselor, any interpretation of that?

Ms. Brown said, Mayor, the Rules of Procedure are adopted by the Commission to govern how you conduct your meetings. In the past, opinions have been drafted from my office. I've drafted them myself stating basically that the Commission had no ability to put anything on an agenda or to vote at a special meeting because of that phrase in Section 203. As to the policies, decisions for this matter, I think Commissioner Stites indicated that yes, this would enable commissioners to put items on a standing committee agenda. I will not speak to the policy behind it because that is not for the attorney to advise on.

Mayor Garner said to answer your question, I guess, Commissioner Stites. One thing happens is that what I've noticed since I've been mayor is if you have an adversarial Commission that doesn't agree with the agenda that any mayor runs on; now they have the ability to silo the mayor into a position of irrelevance in the decision-making. Any mayor, whether it's myself under, if this passes, does not vote unless there's a tie. Only votes if there's lacking a quorum and then can veto an item. The mayor really has no input on the agenda items moving forward, because I cannot keep them off. I cannot put them on. I cannot stop them from proceeding. In essence, I don't vote on anything. So, in essence, you have a mayor and that's fine if this Commission chooses to go down that road. You've created not just a weak mayor; you've created a weaker mayor in that regard that really has very little power other than to come here and run meetings for you all, which I think is beneath the title of Mayor/CEO.

I believe that the mayor, who is a full-time mayor—I don't think any of the commissioners are here full-time that has to work directly with an administrator that deals with staff on the policies and the budgets that you all put out and works closely with the public, has a different eye and a lens that sometimes you all may not have. I can give you an example of that.

The policy about employees working from home where there were a lot of questions that weren't asked. I sent them back. Policies that could have budget implications, policy that was moving forward that was approved by a standing committee that was lacking accountability mechanisms with no clear-cut policy moving forward that was told to me would be decided later. I felt appropriate, as a mayor, to push that back for further discussion and further conversation after staff did more work so that we had a policy that moved forward that put the interests of customer service at the forefront as opposed to the interests of employees, because that's why we're all here.

We're here to serve the public. We're here to serve people . When you don't have people answering their phones now and then you're, in essence, creating less time for people to be at work under the umbrella of work from home with no programs, no accountability mechanisms, and no policies that were in place, that really cast light on what that really meant. So, that's another example why I sent it back because I always put the interests of this community first.

I respect, just so you know, the will of this Commission. That's the power of our democracy. Do I agree with it now to your—this is unprecedented in the history of the Unified Government. Whether you have political disagreements or not, the door has always been open for you all to come to the table to work with me. Some of you have chosen not to, that's your prerogative.

I came to the door from day one with we've got to collaborate and work together for the better good of Wyandotte County. Even if you don't agree with the agenda and my platform or what I stand for, there's always room to find, or was room to find, common ground on things we could agree on and build off that. Some of you sitting right here refuse to and you know who you are. That's unfortunate for the people of Wyandotte County because I believe if things would have been a little bit different over the years, we wouldn't be $1.1B in debt and on a pathway to bankruptcy with very little to show for the people that call Wyandotte County home.

I don't care who thinks about what. I love the people of Wyandotte County. I worked here for 32 years. I've never seen this level of political dysfunction anywhere, and the people of Wyandotte County deserve a lot better than what they've been getting, and I don't feel that they've been getting what they deserve for their money. I pray for Wyandotte County. I pray for the people of Wyandotte County. I pray for you all, and I just hope things get better.

Commissioner Stites said I appreciate the answer to that. On the flip side, if you do have, and I'm not saying you are, but you said that if you have an adversarial commission that goes against your policy, also that could mean if you had an adversarial Mayor that didn't like or didn't want to put things on your agenda or what you felt was important to your community. I'm not saying that you are, I'm just saying that it goes both ways.

I still view this as just an avenue, a vehicle, a mechanism for the commissioners to put things on the agenda that they feel important about. I think that, yes, you are the title for full-time employee, but I'll tell you, I put my 40 hours in every week, plus. I may not have full-time pay or full-time benefits or the title of being here full-time, but I promise you, I put my time in every single week.

And so, I just think that moving forward, that it's incumbent on all of us, however dysfunctional we may be, that we try to figure out a way moving forward that we're able to work together no matter what line item (h) says who's in control of the agenda. If it's the best thing for our community, it shouldn't be an issue. I look forward to just seeing where this goes, and I appreciate it. Thank you very much for the time.

Commissioner McKiernan said I actually view these changes as promoting collaboration rather than taking it away. I'll give an example of something that has very recently happened with an item that came through a standing committee that I chair. That item was collaboratively put on the standing committee agenda. That item was heard in open forum in a public meeting by the standing committee. That item was discussed at the standing committee. That item was approved unanimously to come to the full commission for consideration. Before the full commission meeting, that item was pulled. I wasn't consulted. I was told that item's been pulled. I think if we had collaborated on that, we might have, all of us understood why it was better for that item not to come and to come.

I do view this as an opportunity to increase collaboration so that if we collectively choose to put an item on a standing committee agenda and the committee hears that and approves that, that item then comes before the full commission. That doesn't mean that the full commission won't choose to send it back. It doesn't mean that the full commission will approve it, but that it comes for its hearing after it's gone through the requisite steps up to that point. Thank you.

Commissioner Burroughs said I appreciate you taking the time once again to hear what my comments might be. It's not that I'm necessarily opposed to the rewrite, it's the process that I find a little disheartening, a little concerning. For one, I did not know about this. I'm a commissioner at-large, I have four of you commissioners in my district. I guess I would just want to remind each and every one of you, and I'll ask counsel for help. Counsel, how many commissioners does it take to have a conversation before violating Kansas Open Meetings Act?

Ms. Brown said if there's a conversation between a majority of the Commission, it would be about one topic, an interactive conversation would be a KOMA violation. So, if six were to converse about a topic, we would have a violation.

Commissioner Burroughs said that would be a simple majority would be six. Thank you. I would just want to advise us that if we're going to do work, let's do it in the public's eye, even if we disagree with whatever action you want to take. If we want to do a straw poll or whatever, just be mindful that Kansas open meeting, we don't need any other legal actions taken against this Commission. As I stated, it's not that I'm necessarily opposed to the language, I'm just opposed to the process in which it occurred. I would hope that if the commissioners that I have the privilege of working with, are respectful of the fact that we're all here equally.

Commissioner Kane said you know I'm negotiating contracts quite a bit and there's good and bad in the contracts. Then sometimes you have to open up contracts to make modifications, to make it a better contract. In my mind, that's what we're trying to do. I gotta admit when we had one of our items on the standing committee and it was pulled, I've been here longer than anybody else. I've never seen anything pulled like that before. I was extremely frustrated that night. Then it happened a couple of weeks later again. And I'm like, oh my God, we have the public hearing, we have people there.

We are elected to work as a Commission. We sit on those boards and because, Mayor, you didn't like something, then you pulled it. What's that tell the standing committee? It says you're better than us and it's frustrating.

We are supposed to be—you talk about coming to your office and I did that. Last time I came to your office you were there 20 minutes. You got up and left and you sent LaVert in. I wanted my hour. You got to voice what you were worried about. I wanted to voice what I was worried about. You got up and walked out. Now you said you wanted us to work with us, well I wanted my hour so I could tell you I was frustrated with some of the things that were going on.

This isn't stripping you of your power. You're still the mayor. You're still the guy, but we see that there's a change needed so what we work on needs to be presented to the entire Commission, not pulled because you don't like it.

I was trying not to say something but it's like tonight when we were talking to staff, I know that lady felt bad. She felt like you were talking to her. That's not nice. We have an outstanding workforce. Are there some people that probably need to move on, absolutely, but that young lady works her tail off and she made a couple of mistakes. I don't think we should have berated her like that and said the things we did where we got her to cry in public on TV. A lot of Commission meetings you get up and you bash the Commission because they did something you didn't like. If you don't like what we're doing, this is the way that I was always taught, pull me in a room and talk to me. Don't beat me up in public. Don't beat our employees up in public, and don't act like you're the one trying to save all of Wyandotte County.

I'm in my fifth term and it's like somebody said something about a term limit. There are term limits. They don't like you; they vote your ass out. But, Mayor, you have to work with us for us to work with you.

Mayor Garner said well, Commissioner, after that I came out the gate working and you all rejected everything that I brought forward. That's your prerogative. I asked you to come out, work with me, and I did that. Every proposal I brought forward you all have rejected it, every proposal, other than Safe and Welcoming and that I had to pass that with an override. So, you can talk that. It sounds good, but at the end of the day what I've been getting from this Commission is a total rejection of an agenda that was given to you by the people. A community-driven agenda and people have been wanting me to fight.

You can say, I believe, I worked here. I was one of those employees for 32 years. I got shot serving this public. There's a lot of good men and women that work in the Unified Government. You've never heard me say otherwise. There's a movement right now that if we know that there's people that are corrupt, they're not providing good customer service, this community wants accountability. There's employees right now that don't answer their phone.

That's unacceptable to me. There's other shenanigans that have been going on in this Unified Government.

You can say how long you've worked here. Well, I don't like calling people out, but my thing is if it's wrong, it's wrong, and I'm going to call it like I see it. I'm not going to do backdoor deals and brush stuff under the rug.

Now you can say what you want to say. I'm not here to play games. I'm not even a politician. I retired. I was asked to be here by people when I retired and I came back because I love this community, and I love people even more. They said they want it better because they were fed up with the crap that they could get from this Commission and this Unified Government, and I've seen it the 32 years I worked here. If it wasn't going on, we wouldn't be in the fiscal position that we're in now. People wouldn't be begging for grocery stores, swings that work, potholes to be filled, parks that they want to take their kids to, amenities. You've seen the HEAT report, the disenfranchisement, the racism that your Health Department's talking about, the disinvested, how black and brown and poor people have been treated in this town. Don't tell me because I've lived it. I've worked here and I came back because I was sick of it too. This town deserves better than what they've been getting. You shouldn't have to be powerful, privileged, connected or influential to get something done in Wyandotte County.

You can throw that angry black male thing at me, whatever news cycles out there, I don't care. At this point, it doesn't matter to me. I'm passionate about people. I worked hard for this community and it hurts me to see what's been done over the course of my career to Wyandotte County. How a few people have ran this town into the dirt. I didn't want to go there, but that's a fact. If it wasn't the data, everything that we've seen wouldn't show it.

And, as this mayor today, I'm going to stand up for the people of Wyandotte County, if I got to be the only voice, if I got to standalone against the politics that people are seeing play out right here.

We talk about oh, oh, this is balance. Tom Burroughs has a taskforce to talk professionally about what type of government we wanted. This right here is some political backstabbing. No other mayor has had to deal with this. You don't have to agree with me, but everything I do was predicated on two things: is it in the best interest of people, and will it benefit Wyandotte County?

I've watched some of you go to the media and cut each other and stab each other. I've watched unnamed employees throw bricks. I've watched dysfunction. People call my office because other people won't answer their phones. I've watched doors slam in my staff members' faces because they're trying to help and get things done for people in this community. No, it's not acceptable, and no I'm not going to sit quiet on the things that matter. The people didn't vote for me to do that. I didn't have to take this job. I'm retired. I don't need it. I'm here because I care.

I listened for two hours in August as people begged you all not to raise, go above the revenue neutral, because they were going to lose their houses, they weren't going to build here, they're on fixed incomes and you know what? You do what you always do. You didn't listen. I vetoed it. You overrode it. Now we're playing a political game that we really care about the people so, we're having a budget talk about it now. People in Wyandotte County that I talk to are sick and tired of being sick and tired. They know that we cannot solve all their problems, but they also know that we can be and do better.

I took this office coming in here thinking that we could work together on behalf of the people of Wyandotte County and that we could get rid of business as usual. I don't care if you don't like me, I'm not here to be liked. I'm here to try and help peoples' lives and improve the quality of life for people that I've seen over the years deserve better. That's what I signed up for and what I'm seeing tonight is shameful. I agree with my colleague, Commissioner Burroughs. At this defining moment, before the holidays, for you to do what you're doing today is shameful.

I hope everyone in this community that is a voter, and if you're not a voter, get registered to vote. If you want better for Wyandotte County, the power is in your hands. You are the difference, Wyandotte County. The only thing I can leave you with is to be that difference. If you want a better government, if you want a government that works for you that reflects your values, vote.

In the words of Barack Obama; don't get mad at what you see playing out, what's been playing out here, don't get mad, vote. And if any elected official does not reflect your values, vote them out of these offices. Vote them out.

Commissioner Bynum said I still believe that we are a commission and a mayor that can work together. I was deeply appreciative of our sessions that we shared over the last month trying to come together around the budget concerns that I think we all know are real.

If we choose to hold on action on what's been brought forward to us tonight for more thorough discussion, I'm perfectly fine with that. I'm perfectly fine with looking at it as a way to bring some balance to the ways that agendas are created.

Mayor, you had given an example earlier in your speaking of particularly the work from home policy, and it sent me to the website to look at what are the powers and duties of the commissioners and on the commission webpage. We've said this ourselves as we've been out in the public talking with folks. Our powers are to set policy and create a budget. A lot of times, which I think is part of why we are looking at the charter, because a lot of times that does feel somewhat limiting as an elected official, whose job, we believe it is, to go out and represent our districts and try to bring the best that we can to our district. But our job is set policy, adopt ordinances, and appropriate funds. And I think that's where I may differ with the decision that you made, again, just on that particular item because it's set forward that the commission sets policy. I went looking to the mayor's page and it's not as clearly laid out on the mayor's webpage what your role is. I mean, I think we all have a general understanding of it. I'm just making a statement that perhaps we might look at the way the commissioners' roles are laid out on the commission webpage. Perhaps the role of the mayor should be laid out in that same way on the mayor's page within our wycokck.org website.

But do I have to do this tonight? I do not. Do I think that it's wrong to make the changes that are called for in these items? I don't. I do think it's bringing a level of balance, and I feel like I've worked with you the entire time you've been Mayor. I think most of the Commission has worked with you the entire time that you've been Mayor. I think we're constantly looking for a way to come to the middle, a way to come to a compromise. Every day that goes by, for me, I feel like we come closer to doing that.

So, I'm not looking to strip mayoral power, but with this document I can live with—being that I'm one of the standing committee chairs, I will admit—I can live with basically the request that it makes that items are added or removed from a standing committee agenda with consultation of that committee chair. That makes sense to me. It makes sense to me that if a standing committee adopts an item that's been placed on their agenda, that should make its way to the full commission for further discussion and a vote.

If it's a policy matter, such as the item you described earlier, that could have been a full commission discussion for a decision and a resolution on the item. That would be a fantastic time to voice all of the concerns and questions that you had along with any commissioner that also had a concern or a question about that particular policy.

So, with that, Mayor, I would just say to you and the rest of my commissioners and the public, I've been in a mode since day one of you being here of working with. I continue that stance in that position with you, now, today.

Commissioner Markley said, Mayor, I believe we have a motion and a second. I'd call for the question.

Mayor Garner said thank you, Commissioner. Before I call for the vote, I believe it was said that—and I just want, for the record, if anybody wants to know, no, I was not notified of this. I believe emails went out, according to Commissioner Burroughs. I did not get that email or even that notice. It sounds like staff and some commissioners knew about this, and I want that for the record.

Commissioner Markley said there were three commissioners involved: myself, Commissioner Davis, and Commissioner Ramirez. No other commissioners got emails, and no staff was aware other than my staff in the Commissioners' Office, who, this afternoon, printed copies for me before I came down.

Mayor Garner said thank you for that clarity. There is a—if that can be repeated to initiate the question.

Commissioner Ramirez said yes, the motion is to add this ordinance to the Commissioners' Agenda. There are two other motions. **Commissioner Davis** said second.

Mayor Garner said we have a motion and a second.

Ms. Brown said I'm sorry for prolonging this. I'd like to just question, again, Commissioner Ramirez who said you had a motion to make these changes to the Rules of Procedure. I apologize and starting to lose my voice tonight. Commissioner Ramirez, could you please reread your motion that you had, because I believe what you're suggesting to do is to amend the Rules of Procedure with these changes.

Commissioner Ramirez said no. This is just adding this ordinance to the agenda. This is not to amend it yet; this is just to add it to the agenda.

Ms. Brown said I apologize. Thank you for that clarification.

Mayor Garner said okay, the second was by Commissioner Davis. Clerk, roll call.

Roll call was taken and there were nine "Ayes," Davis, Bynum, Townsend, McKiernan, Ramirez, Johnson, Kane, Markley, Stites; and one "No," Burroughs.

Action: **Commissioner Ramirez made a motion, seconded by Commissioner Davis, to suspend Sections 102 and 726 of the Rules of Procedure requiring noticing of the rules change.**

Mayor Garner asked, any discussion? We have a motion and a second. Roll call.

Roll call was taken and there were nine "Ayes," Davis, Bynum, Townsend, McKiernan, Ramirez, Johnson, Kane, Markley, Stites; and one "No," Burroughs.

Mayor Garner said Clerk, we have another item.

Action: **Commissioner Ramirez made a motion, seconded by Commissioner Davis, to approve an ordinance amending Appendix C, Article II, Sections 202 and 203 of the Standing Committee Rules of Procedure.**

Mayor Garner said we have a motion in a second. Any further discussion? Seeing none, roll call, please.

Roll call was taken and there were nine "Ayes," Davis, Bynum, Townsend, McKiernan, Ramirez, Johnson, Kane, Markley, Stites; and one "No," Burroughs.

ADJOURN

Mayor Garner asked, is there any further business?

Action: **Commissioner Kane made a motion, seconded by Commissioner Davis, to adjourn.**

Mayor Garner said we have a motion and a second. I said it before and I'll say it again to the people of Wyandotte County, have a Merry Christmas and I pray that everyone, including everyone in this room, has a blessed New Year coming ahead. Thank you and we are adjourned. Roll call, please.

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

MAYOR GARNER
ADJOURNED THE MEETING AT 9:57 P.M.
December 15, 2022

____
Brett A. Deichler, PMP | CPM
Unified Government Clerk

am

STATE OF KANSAS)
WYANDOTTE COUNTY)) SS **SPECIAL SESSION, THURSDAY, DECEMBER 15, 2022**
CITY OF KANSAS CITY, KS)

The Unified Government Commission of Wyandotte County/Kansas City, Kansas, met in Special Session, Thursday, December 15, 2022, with ten members present: Bynum, Commissioner At-Large First District; Burroughs, Commissioner At-Large Second District; Townsend, Commissioner First District; McKiernan, Commissioner Second District; Ramirez, Commissioner Third District; Johnson, Commissioner Fourth District; Markley, Commissioner Sixth District; Stites, Commissioner Seventh District; Davis, Commissioner Eighth District; and Garner, Mayor/CEO, presiding. Kane, Commissioner Fifth District; was absent. The following officials were also in attendance: Alan Howze and Bridgette Cobbins, Assistant County Administrators; Misty Brown, Chief Legal Counsel; Brett Deichler, Unified Government Clerk; Monica Sparks, Deputy Unified Government Clerk; Jeff Fisher, Executive Director of Public Works; Juliann VanLiew, Director of Health Department; Susan Caman, Program Coordinator in the Health Department; Dr. Mildred Edwards, Chief of Staff in Mayor's Office; and Alley Porter, Commission Liaison.

Mayor Garner said I believe we have the Health Department on deck. As soon as they're ready, they will come forward. As they come forward, I would like to announce to the public that tonight we are here to represent or at least allow the opportunity for the Wyandotte County Board of Health to present a semi-annual update to the Board of Commissioners. As soon as the Director is ready, I'll let her start that portion.

Brett Deichler, Unified Government Clerk, said we need to do a roll call, Mayor, and call the meeting to order. **Mayor Garner** said I'm sorry, I'm getting ahead of myself.

MAYOR GARNER called the meeting to order.

NOTICE OF UNIFIED GOVERNMENT BOARD OF HEALTH MEETING of the Unified Government of Wyandotte County/Kansas City, Kansas, to be conducted in a hybrid format on

Thursday, December 15, 2022, at 6:00 p.m. in the Commission Chambers of the Municipal Office Building regarding a Board of Health Semi-Annual Update.

ROLL CALL: Davis, Bynum, Burroughs, Townsend, McKiernan, Ramirez, Johnson, Markley, Stites, Garner.

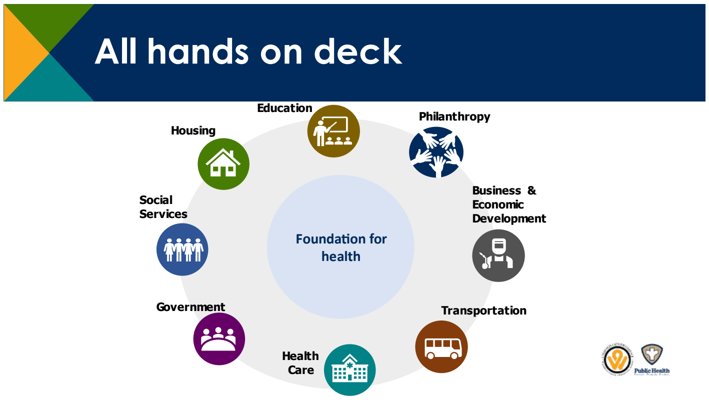
CONSENT TO MEETING of the governing body of Wyandotte County/Kansas City, Kansas, accepting service of the foregoing notice, waiving all and any irregularities in such service and in such notice, and consent and agree that we, the governing body, shall meet at the time and place therein specified and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

Juliann VanLiew, Director of the Health Department, said the first thing I need to do is thank Ms. Young and Ms. Weaver for their presentation tonight, but more importantly, for the work they are doing. They are teaching your Health Department how to think about racism differently, how to work on racism differently, how to partner with the community differently and we take our cue from them quite frankly. The work they are doing is foundational to the work we are doing and you're going to see the themes of what they spoke about show up here tonight in what we're going to speak about.

For those listening online, if you're not familiar, the Kansas State Statute dictates that local Board of Commissioners are also local Boards of Health and so when we convene you as the Board of Health, what we're really asking—you don't have a different set of powers, we're asking you to put on your health hats. We're asking you to think about and prioritize public health first above all else this evening.

Tonight, it is my great pleasure to bring forward to you an update of our Community Health Improvement Plan. Myself and my Health Department colleague, Ms. Cayman, will be providing some kind of foundational information to get you all up to speed, but the majority of this evening, or the next hour, you'll be hearing from some of our most core partners that have taken on the onus of this work, that have stepped up, that are doing this with us and leading this and so you'll get an opportunity to hear from them what's happening on the ground and how we're operating and then we'll kind of segue and let you know what's coming in 2023. I'm going to try to move quickly so we can give most of our time to our guests here this evening.

A quick reminder, which I think our friends have already done beautifully for us, is that public health is so very much more than what's in your Health Department and it's also so very much more than what's provided in clinical care.

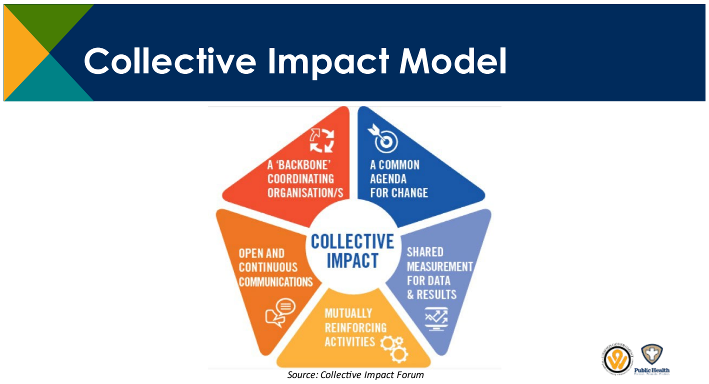


Public Health and Informed Health are primarily these things in our communities. These systems which are our housing, education, transportation, employment systems. I'm not going to spend any more time on that because I think you all understand it.

But that's why you see within our Community Health Improvement Plan for Wyandotte County the four topic areas that we have; Jobs and Education, Health Care Access, Safe & Affordable Housing and Violence Prevention. As a reminder, these are the four topic areas that came out of our 2017 and 2018 Community Health Assessment. So these topics were chosen not in a vacuum. These topics were chosen after a great deal of looking at the evidence and data and also speaking with community members and collecting from them what the primary barriers to achieving health are. Another reminder that what we call the three lenses of our CHIP are poverty, racism, and ACEs or trauma and so within each of these four topic areas we are constantly thinking about how is poverty, racism and trauma showing up and are our strategies specifically deployed to offset the harms that come from poverty, racism and trauma.

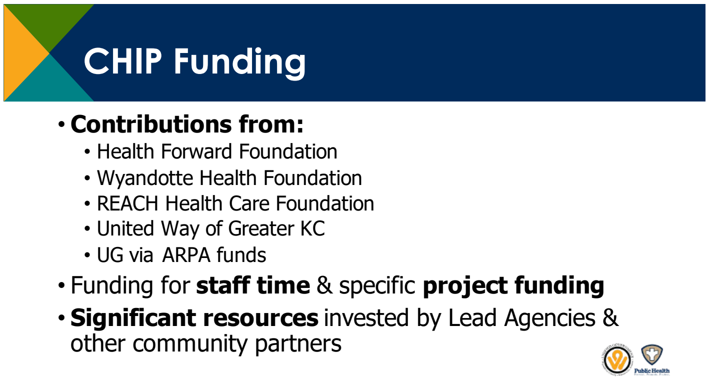
I want to provide a little bit of a reminder that we have a very serious structure in place for our Community Health Improvement Plan. The Health Department spends a lot of time thinking about how to make collective work actually successful. It's pretty easy to bring a group of people together and it's much harder to see successful outcomes come from that collective work and so we built a structure that includes a Steering Committee that's comprised of a lot of really important voices in the public health space in Wyandotte County. We have a Health Equity Subcommittee to make sure we are prioritizing anti-racism in our work. The Health Department provides the backbone support, so this is not the Health Department's CHIP. If you're newer to CHIP, it's pretty easy to think that this is the Health Department Plan, it is not. This is a plan we did not decide on any of the strategies in the plan alone as a Health Department. We chose it in coordination with all of our partners.

Then, we have worked to set up a structure where we have four different action teams. One for each of these topic areas that are really led by what we call lead agencies which are the guests we have here this evening and they are the ones doing the work on the ground along with our subcommittee members and the hundred other partners that contribute to our CHIP year over year.



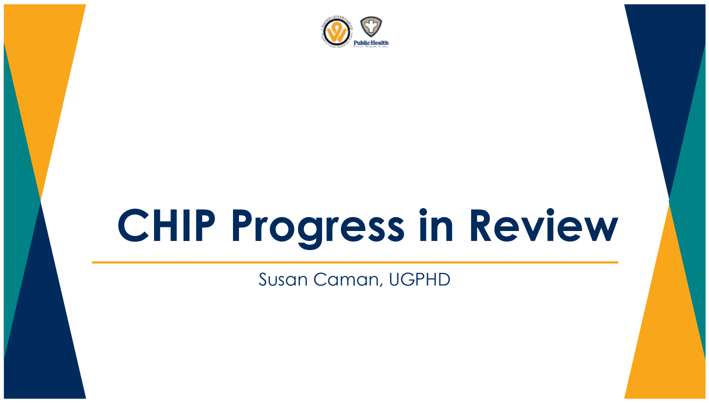
The reason we put such a structure in place, again, is because we're following what's called the Collective Impact Model. This is our guidepost for ensuring that the work we're doing collectively leads to success, so we're really working on having a shared plan, sharing data and measurement. We all have agreed upon set metrics by which we measure our work. We have mutually reinforcing activities so what we're doing at our own agencies are reinforcing the plan. We have constant communication mechanisms and we have a backbone agency which is the Health Department.

Again, these are all those mechanisms by which you make sure we're holding one another accountable because this CHIP will not be successful unless there are ways to ensure that we are keeping each other accountable, that we are responsible for making this work a reality.

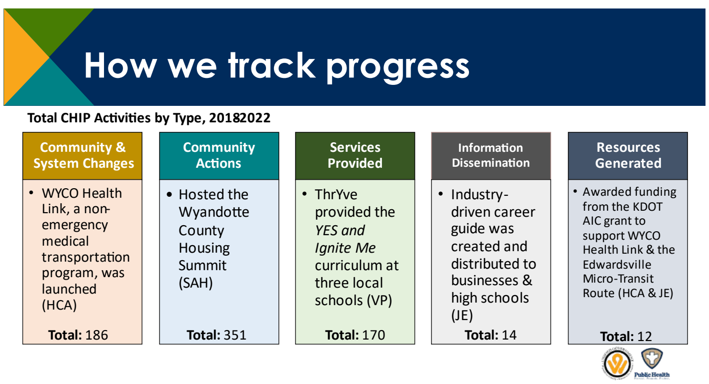


Lastly, before we talk about some outcomes here, I want to give a nod to the funding. We collectively, the 100 partners that participate in this CHIP, work really hard to bring resources to bear for this work. I do want to let you all know there is not a single General Fund dollar currently to fund any portion of the Community Health Improvement Plan. We were incredibly grateful and fortunate to be able to receive some ARPA funds this year. It's the first time the UG has really invested in our CHIP, but primarily our funding comes from grants that we go after from the Health Forward Foundation, Wyandotte Health Foundation, REACH Health Foundation, United Way of Greater KC. We are working hard to put the ARPA dollars that we have received from you to work and you're going to hear about this evening.

Then lastly, I want to really recognize the fact that the agencies who have stepped up have done so before there was any money or resources available. The greatest portion of resources that contribute to the CHIP are contributed by organizations who are providing in-kind staff time who are doing this work because they believe in it and because it's part of their organization's mission as well. So, a lot of the CHIP is happening on a shoestring. We're working really hard to make sure that we have a strong economic foundation to do this work, but we need you to know that it is almost exclusively grant funded.



Last thing before we throw to our partners, Ms. Caman, our CHIP Coordinator in the Health Department, is going to speak just a little bit on how we measure our success, how we are ensuring that we are evaluating what we are doing and improving in real time.



Susan Caman, Community Health Improvement Plan Coordinator in the Health Department, said in the next few slides I'll share a little bit about how we evaluate our CHIP. We use the community checkbox evaluation system, which is a system out of KU which was assigned specifically to evaluate community collaborative efforts such as our CHIP. So, as you know, our CHIP identifies long-term goals for health improvement in our community. Some examples are increasing median household income, increasing health insurance coverage rates in our community and we know that making an impact in those long-term goals will take time. It will take coordinated resources and it will take partners across all sectors and really point it towards those same goals working in tandem and so in recognizing that, we document these activities that you see on your slide.

On the slide at the top you'll see the type of activity. Underneath is a specific example from our CHIP Initiative and then at the bottom you'll see the total number of activities reported for that category through the course of our initiative.

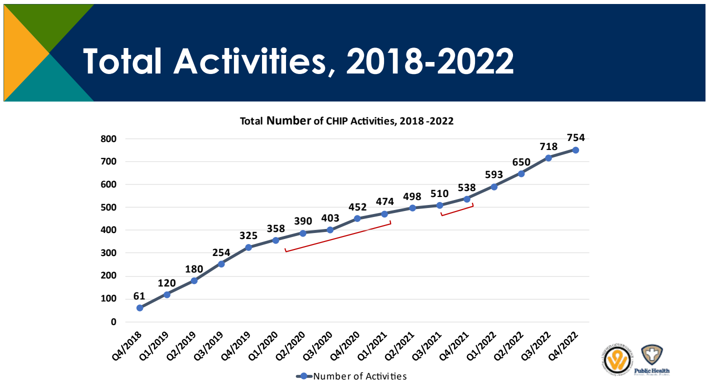
I'll just go through quickly. Some of these types of activities and the examples starting with Community Changes, so Community Changes are new or modified systems, policies, programs that are implemented and brought to our community. This is really what we're going after and what we want to see as a result of the work of our CHIP and so an example of that is from our Healthcare Access Team, which they launched in partnership with the Department of Transportation, WYCO Health Link, which is a program that provides fare free rides to Safety Net Clinic patients.

Moving on to Community Actions, these are activities that members of our group work on in order to support those community changes and systems that we want to see. An example of that is Housing Summit and you'll see that's our largest category of activities and that just speaks to the amount of work and time that it takes to bring about those community changes.

Services Provided, which is self-explanatory. It's really the provision of any service or good in our community and so our example of that is from our Violence Prevention Team and our partners at ThrYve who provided a couple of youth development curriculums in our schools.

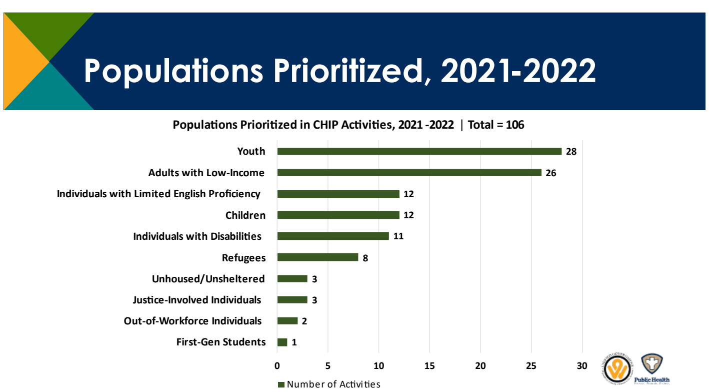
Information Dissemination, which is a delivery of information through different channels. The example there is from our Jobs and Education Team. They put together an industry driven career guide and distributed that to businesses and high schools in our community. Just to note, on the total there, it is likely under documented, but that total is counting activities of information dissemination, not necessarily the number of people reached through those activities. That, in fact, is a lot larger. With that example, I know our team reached to over 700 businesses and all high schools in Wyandotte County.

Lastly, Resources Generated, this could be the acquisition of funds through in-kind donations, grants that support our efforts and so the example there is a partnership with the Department of Transportation to support a couple of different programs like WYCO Health Link and then the Edwardsville Micro-Transit Route and both of those are from our Healthcare Access and Jobs and Education Teams.



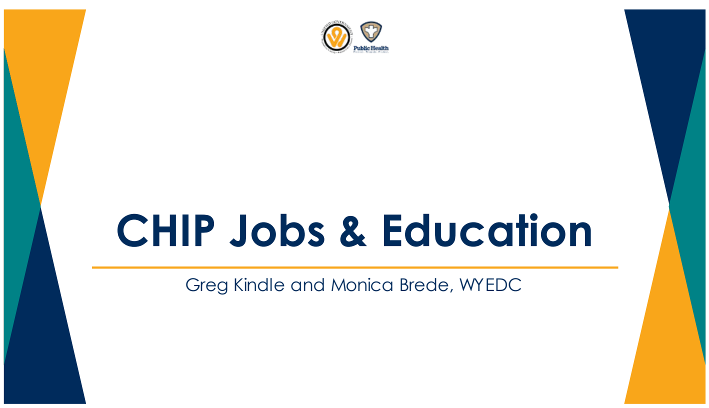
The next graph that we have here is showing the total running number of activities through the course of our initiatives. You can see we have documented 754 activities. The first bracket that you see on the screen highlights really the height of the COVID-19 pandemic and you'll note that during that time we were able to continue maintaining levels of engagement and implementing CHIP activities despite how difficult it was for all of us in our community. I think that just speaks to the level of commitment that our partners have to work and the passion for this work from the people in this room. It also speaks to the significant structure of our CHIP which I think is in place to help us and enable us to do the work.

The second bracket you see there on the graph points to those ARPA dollars that we received and really you see that uptick of activities right around—right after that time which speaks to the good use of the funds going into support capacity and also specific projects through our initiative.

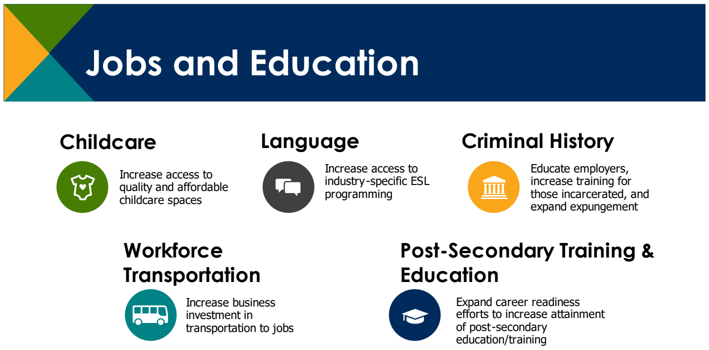


The last graph that we have here is populations prioritized through CHIP activities. Not all of our activities prioritize populations, but when we do we're most often prioritizing youth, adults with low income, individuals with limited English proficiency, and children. Again, this just goes to show, I think, the populations, but also our partners in the work knowing to elevate the concerns and the voices of these very important groups in our community. So, that was a very high overview of some of the activities that we track through the work of the CHIP and this is just to help us know how we're making an impact towards those long-term goals that we set out at the beginning of the plan.

Now, I'll transition over to the next part of our presentation, which you'll get to hear directly from some of our lead partners in the work and some examples specifically from the CHIPS team.



Greg Kindle, President of the Wyandotte Economic Development Council, said, Mayor and commissioners, thank you for having us this evening.



I'm here along with my colleague Monica Brede who oversees our Workforce Solutions and Business Retention Program. I want to thank you all for your time this evening. I particularly want to do a shoutout to Juliann and Susan and the team in the Public Health Department. The fact that they are engaged in the community in such progressive ways is unique. I would say that the relationship that we have with your Public Health Department as an economic development organization is incredibly unique among our peers across the country. The relationship that we have is special and I think it's a good thing.

When we had the pandemic, because of the relationship we had already developed with your Health Department, we felt comfortable sharing business data, HR contacts with companies that are largely proprietary information that we've collected from 600-700 companies across the community and we were able to prioritize those based on those who are food handling companies, those who are touching food processing, and to be able to help identify and make those connections around that mobile Health Department piece of it. While it may not have solved every problem, it connected the businesses to the Health Department in a faster way than we might otherwise have done if we didn't have a relationship. That's just one example of how the relationship had already started and I will preface some of my comments by saying that what you see on the screen in some ways we have better alignment with your Health Department along how we do economic development and how it has incorporated into economic development. Then, we have often—I shouldn't say often, in some ways through our economic development efforts as a whole, which I think says a lot about this organization and about Juliann and the people in the Health Department and the passion they have for finding new ways to get the information out to a variety of different populations.

We have fully incorporated the CHIP into our daily work. What started out as a business retention issue, a way of solving for the lack of talent in the community and what were causing those challenges, which you now see those five key areas are what we focus on, on a day-to-day basis, now is part of every conversation that we have whether it's a company coming into the community, it's a company that wants to stay in the community. It's about talent, it's about what are the challenges to getting that talent into the community and sometimes it is just a commonsense question of saying do you know anything about your people, what are the challenges that they're having, do they have a transit problem, do they have a language issue, are they having a child care issue today, are there reasons for why folks aren't showing up or why you can't retain that employee. A lot of that is bottled up into these kinds of issues and Monica is going to hit on a number of these as well, but sometimes it is just a question of saying to the HR Department or to the company, ask some questions of your people to see what stresses may be going on in their lives so that we can address those issues and not have to completely find new talent.

The five key areas that we're focused on driving the overarching WYEDC goal which is to raise median household income to that of the state of Kansas. Now recently, the most recent data that we just saw today, the county has surpassed the $50K median household income level to $52,366 for the first time in history versus the State at $61,091, which is the closest gap we've also seen in the history of us keeping records. This is a great thing and while the county is seeing increases and we've seen some market steps forward, we must keep identifying new strategies, messaging and partnerships to continue to shrink that gap.

In the last 30 days there has been over 9,700 job postings largely—potentially tied to seasonal changes in Wyandotte County alone with healthcare topping the list. That has not changed over the last three years and (inaudible) a rate of about 3.5%. The challenge is availability of opportunity. Our challenge often rests in the barriers to employment around childcare, criminal history, language, educational attainment, and transportation.

Monica is going to give the bulk of the specific outreach efforts, but I'm going to start by giving a quick update on the childcare initiative to increase access to quality and affordable childcare. This subcommittee is led by the Family Conservancy and I cannot under commend that the work we do is not just that of EDC. We have a platform in which to tell you about what's going on, but there are many, many agencies, businesses, individuals, volunteers, anybody who has passion for any one of these areas is welcome to be at our table. You do not need to be an investor of the EDC in order to be a participant in this discussion. I lead as a staff person for the EDC the childcare initiative, but the Family Conservancy is really our guiding star when it comes to this discussion.

This past year, despite a number of challenges, we had enough quality childcare prior to the pandemic to meet about 33% of the needs in the county. That's 33% of the need. After the pandemic we dropped to 26% of the need, so we have both a crisis of availability for those that need childcare and a small business sector in crisis as well. Despite the challenges, this year the subcommittee held the first Childcare Summit which engaged providers, elected officials, and businesses. It was during the Summit that we also launched the Raising WYCO Campaign that will serve as our platform for messaging around this issue tied to policy and communications.

Among the bright spots is Kids on the Go Learning Center opening in the recently vacated childcare building at the Kansas School for the Blind. This partnership allows for 66 infants, toddlers, and preschool children to enroll in quality childcare. In our meeting just today, we had a discussion with legislators and folks from across the state that are trying to understand the Kansas Employer Childcare Tax Credit and how that—that was legislation that was changed this past legislative session, but we're having some struggle in understanding some of the nuances and so this group is working towards figuring that out. Then, how do we communicate that to businesses, how do we get them to use it, and how do we use that to then benefit Wyandotte Countians who need childcare. We're in the process of identifying which companies that we'd like to have be part of a roundtable discussion around this childcare issue. It's time to move it from a discussion among a non-profit organization and a business organization to that of the businesses to understand how do we actually execute and implement a greater number of quality full day childcare slots in the county.

With that, I'm going to turn it over to Monica Brede to talk about the other four key areas and give you some examples of what we're doing in those areas.

Monica Brede, Senior Director of Workforce Solutions and Business Retention, said I've been a key part of the CHIP since I've been with WYEDC for the past year. I will tell you that prior to this I was with the State. I served four counties and I was always drawn to Wyandotte County because they were looking at economic development as a whole picture instead of just strictly a business issue, which is one of the reasons why I was excited to take the position here.

First, I'm going to talk about language or Business ESL Program which is a partnership with Kansas City, Kansas Community College and our businesses. Currently we're serving three businesses that they have an instructor that comes in that overlaps a first shift and a second shift. Those employees that are part of this program come off the floor an hour early, they stay for an hour later, their employer pays for their time while they're there. The second shift comes in an hour early, waits to go on the floor an hour after being there as well. We have businesses waiting to be part of this program and what the barrier is, we don't have enough instructors.

This is my plug if anybody's looking for a part-time gig to apply with KCKCC to be a part-time ESL Instructor. You do not have to be multilingual to be an instructor because that ESL Program is reaching all the languages, not just Spanish. All the languages that are represented here in Wyandotte County, the success with the language program is that they are currently serving up to

45 employees with a 90% proficiency attainment, so they've increased their English by 90% since being in the program.

Next, we'll talk about the criminal history approach against hiring. Our Criminal History Program is focused on really two things, looking for those employers that are willing to be a second chance employer, and we recently held a roundtable for those employers just trying to overcome any issues they might have had with being a second chance employer. Also we are creating a logo for those employers to have on their website and their paperwork to show that they are a friendly second chance employer and people will be encouraged to apply there.

Also, it's criminal history. There is legislation that's going in place this year that—actually it started last year, but they're going to be voting on it this year, hopefully, for automated expungement. What the automated expungement means is it's going to help those that have a minor infraction or minor criminal history, misdemeanors on the record. That those misdemeanors can be expunged and/or hidden from public view, so it will no longer be a barrier to employment for them. We do have a one pager, if anybody's interested in that, and I can get that sent out to you regarding that.

Then, we also have our post-secondary education, which is probably our busiest sector of the Jobs & Education. This past year one of the big successes that we had is that we did tours for all the high schools. We've done five of the nine high schools so far . We're going to hit the other four high schools in the spring where we did tours, not just regular field trips, but tours for students, mostly juniors and seniors, to go visit different industries here in Wyandotte County to show them that they have a great opportunity here in Wyandotte County with employers in their own backyards with great wages.

Some success stories out of that is I know of four students right now that have already secured their summer internships and summer jobs as a result of those tours and we're not talking about just $10 an hour, these were $18 an hour jobs that those employers will get them on the path for training to have higher education to continue along those paths. Also, one student from every high school received a $500 scholarship from the Kansas City, Kansas Community College as a result of that as well.

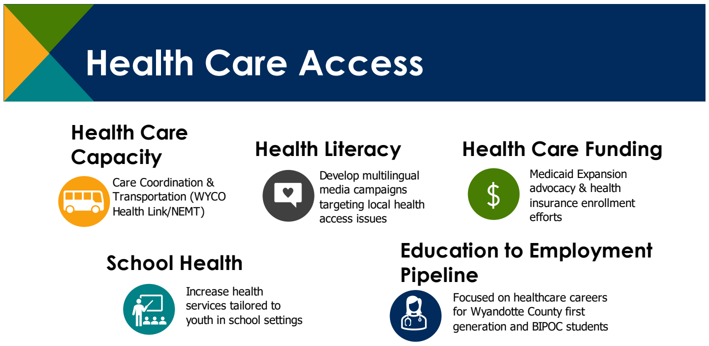
The other part is that we have created a partnership with the UG and we also copied it or grew from the previous Healthcare Career Guide that was generated a couple years ago and we created the Industry-Driven Career Guide which all of you received back in October. This career guide was distributed to all of the high schools as well as in the middle schools as a PDF and as a printed copy. This is a great document for those students to be able to look at it and see what kind of jobs are available here in Wyandotte County, the education that they need and the wages they can earn.

Our last one is transportation which was already kind of spoken to that we collaborated with the Health Department and UG's Department of Transportation for the micro transfer for Edwardsville to serve the Edwardsville Industrial Park and for those Edwardsville residents to be able to get into the main transit line meeting at the 101, at Walmart, and the Legends.

One last thing I want to talk about is our Made Men collaboration. That Made Men is an organization that helps folks with trying to get their GED that may not be comfortable with going through the regular education line through Kansas City, Kansas Community College. They currently have 42 students getting ready to get their GED and that all goes into effect in helping and raising their household income which has happened as Greg stated.

With that, I'm going to pass it on to our colleagues with the Health Care Access Team.

Patrick Sallee, CEO of Vibrant Health, said we're a community health center here in Wyandotte County. We operate three locations; Medical, Dental, Behavioral Health Services and we'll see close to 20,000 patients next year, primarily low-income families, all or most in Wyandotte County.

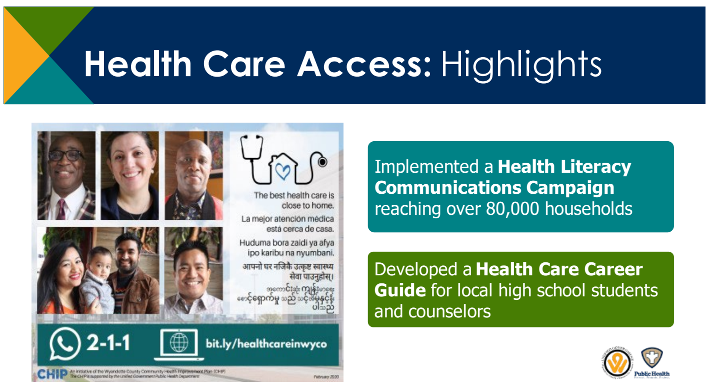


We've been participating in the Health Care Access component of the CHIP since the beginning, for five years, and are extremely proud to be part of this group. A couple of key points and then I'll turn it over to Robert to share all the great work that he and the team are doing. A couple of reasons why this matters to us is that we know when we think about health rankings and health outcomes and I know that the Public Health Department and the Commission talk a lot about where we are in health rankings and we think about that number a lot. The factors that contribute to that, 80% of them happen outside of the clinic. We can be really, really good at health care in clinic space, but we're impacting a relatively small sliver of those factors and so our opinion is that we have to really care about the other 80% and get involved in the other 80% and do that work also, support that work that the important partners of this effort are doing in order to move the needle.

What the Health Department has led on in this is building a long-term plan. This is a five-year plan, but it doesn't have impact in five years to the degree we all want. This is generations at a time and I commend the leadership of the Health Department for the way they facilitated this to include hundreds of partners and all sorts of community members and lots of long-term impacts, so we're proud to be a part of it and thanks for the opportunity to share this evening our small role.

Robert Gibson, Vibrant Health, said I serve as the Program Coordinator for Community and Clinical Initiatives and I help to lead our efforts with the Health Care Access portion of the CHIP. As Patrick mentioned, we're proud to be a partner of the CHIP and help lead in this work. With the Health Care Access portion of the CHIP in order to move this effort forward, there has been five strategies that have been identified and within those strategies there are subcommittees committed to this work.

Those five strategies are Health Care Capacity with the focus on Transportation and Care Coordination; Health Literacy, which is focused on developing media campaigns and targeting local health access issues. Additionally, there's Health Care Funding, which is focused on Medicaid Expansion, advocacy and health insurance enrollment efforts. Additionally, there's School Health, which is focused on increasing health services tailored to youth in school settings. Last, but not least, is Education to Employment Pipeline, which is focused on healthcare careers for Wyandotte County, first generation and BIPOC students.



Now, I'm going to talk a little bit about some highlights, some key highlights of that work over the course of our involvement with the CHIP. I'm related to the Health Care Literacy portion of the CHIP. There was developed and implemented a Health Literacy Communications Campaign. This campaign highlighted the quality and diversity of healthcare providers in Wyandotte County. It launched at the tail end of the pandemic so there was some challenges there, but despite those challenges we still were able to reach 80,000 households and four additional languages beyond English. Those languages were Burmese, Nepali, Spanish and Swahili and that's important because we want to make sure that these efforts are reaching all residents in Wyandotte County and so that was an effective campaign. We're continuing that work even now. We were awarded some ARPA funds recently to continue that work with an additional Health Communications Campaign.

Also, there was a Health Career Guide that was developed and that was in collaboration with the Jobs and Education team led by the Wyandotte Economic Development Council, as you just heard from Monica and Greg. That partnership helped to create this guide and that guide focused on increasing diversity in healthcare by connecting students in Wyandotte County to post-secondary resources in Wyandotte County, so the goal is not only to empower the next generation to increase diversity in workforce, but to keep those students here so they can be the next leaders and add to our economy as business as we develop our business and economic sectors as well.

Also related to our Care Coordination portion and strategy, there was collective insurance enrollment efforts that resulted in a total of 248 new applications for Medicaid, Marketplace, and SNAP just in 2022. That was in partnership with many of our community partners such as El Centro and the Community Health Council of Wyandotte County, amongst others.

Additionally, we're continuing this work around Medicaid by focusing on Medicaid re-enrollment efforts. As you may have heard with the Public Health Emergency waiver expiring soon in the next month's, there's going to be a need to really educate and advocate for Medicaid re-enrollment and so we're now continuing that work by working with our community partners to spread the word and educate our community members around the process for Medicaid re-enrollment and how they can continue to have their eligibility.

Last, but not least, we helped launched the WYCO Health Link Program, which is a non-emergency medical transportation pilot. This was made possible through ARPA funds that were approved by the Commission and we thank you for your support. This collaboration is an effort between the UG Health Department, the UG Department of Transportation, and also Vibrant Health. Currently, we're collaborating with eight local clinics some of which are Family Healthcare, Swope Healthcare, KU Medical Center, the Landon Center on Aging, Duchesne Clinic, Mercy and Truth Clinic, and also the Jay Doc student run clinic at KU Medical Center. We're very proud to work with those healthcare centers to provide transportation and eliminate access to care as a barrier for folks in Wyandotte County, our residents, to receive quality care.

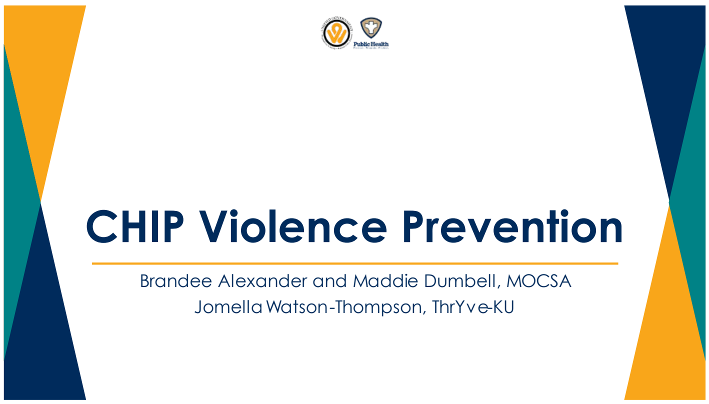
I want to end by saying that there are many other things that we've helped to accomplish as a part of this work such as voter engagement, advocacy efforts. As I mentioned, we're focusing on Medicaid re-enrollment, Medicaid expansion efforts, amongst other things, but all of this work cannot be possible, as Patrick mentioned, without collaborating with our other community partners and I think the CHIP really represents that we're better together. So, as we all work together, we can actually move things forward for our residents and produce the results and changes that they would like to see and they need to see in our community.

Thank you for your time and I'm now going to pass it on to our Violence Prevention Team.

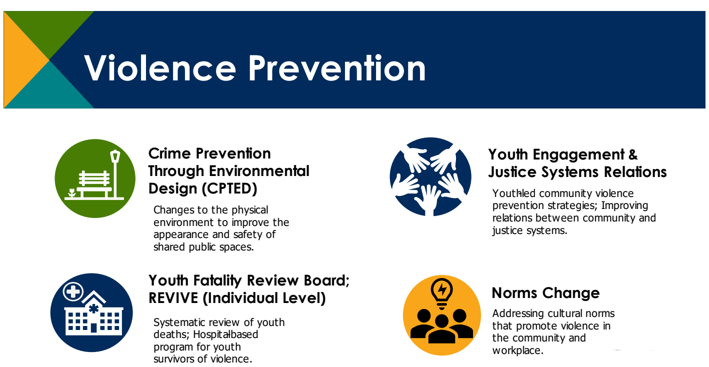
Mayor Garner said before you do, real quick, I know there's a partnership that you all have with our Fire Department. Just real quickly, could you share that partnership and that outcome? **Ms. Gibson** said yes, absolutely. That partnership that the Mayor is referring to is our Wyandotte County Care Connections Program and it consists of a partnership between Vibrant Health and the Kansas City, Kansas Fire Department. A nurse practitioner from Vibrant Health is partnering with a paramedic from the Fire Department and they literally provide at-home care for those who need it in the community, so we recognize that not only is transportation a limitation or a barrier to care, but some folks do not have insurance. They're uninsured or they just are not connected to providers in the area, so this program helps to eliminate that barrier to care and actually help coordinate care for folks to actually get connected with local health clinics and safety net clinics in the area. We're very proud of that work. We've only been working with this program for a year so we have a lot of opportunities for growth and we're interested in continuing to fund this work for years to come. Did you have anything you want to add?

Mr. Sallee said to give a little bit of our background on it and thank you, Mayor, for the question. Vibrant was able to fund this program initially through COVID response, COVID Stimulus money we received from the federal government, so we're funding the Unified Government to hire an EMT to partner on this project and we're hiring the (inaudible) that works. They're going out to people that have been identified by the Fire Department to help with a number of a range of issues that help eliminate the number of trips to the ER, but also the number of trips from the Fire Department or the Police Department to the residents. So, early on in this program we were seeing examples of where people were calling the Fire Department multiple times a day, not just lots of times per month, but multiple times a day and with the intervention of these two staff members we're able to eliminate that to once a month or less, which is a number of trips from the Fire Department out and any others and it improves access and opportunity for those people.

Really, not a huge number of people are being seen through this service, the impact for those individuals is profound.



Brandee Alexander, Director of Prevention for MOCSA; and Maddie Dumbell, Prevention Specialist at MOCSA. Ms. Alexander said this evening we want to talk about the four strategies that were assigned to MOCSA.



Our four strategies include the CPTED, which means Crime Prevention Through Environmental Design, Youth Engagement & Justice Systems Relations, Youth Fatality Review, and Norms Change.

The first strategy we're going to talk about is, we call it CPTED, but Crime Prevention Through Environmental Design. That is something that we use. It's a principle that we use to talk about changes to the physical environment that will help improve appearance of safety of the shared spaces. There are six principals that help us with CPTED. The first principle is, can I see others and can others see me. One of the best things and the best ways to prevent violent crime or just crime in general is to make sure that you have adequate lighting and to make sure that shrubs are at a decent height so that if there are other people in the space, they can see you, they can see what's going on.

Another way to prevent violent crime or crime in general would be signage, do you know where to go, are the streets clearly marked and entrance and exits. Also, identifying—just knowing what is the space for. If this is a park, can I tell this is a park and other identifiers in neighborhoods.

The other principle is this space maintained. I know over the time, over the years, sometimes faces do not get out of the maintenance, so a lot of times making sure that we get maintenance to areas that are heavily in use or either being ignored will help prevent violent crime.

The next principal is my neighborhood connected. It's more than just physical changes, but we want to take a look at different programs that you can implement in your community to get the youth active. There are different programs that you're able in your community to keep your families engaged.

The last principle is there a sense of community. Keeping in mind with all the principals that we have identified precepted, we created the toolkit to help the neighbors and the families that live in that area to go around and check for different things like missing lightbulbs, broken glass, just a variety of different things and then providing resources where neighbors can call or citizens can call and say, okay, I've noticed the light out and it's a pivotal light. We need it so that we can make sure that our community is safe.

Jomella Watson Thompson, University of Kansas, said I'm representing ThrYve which is a coalition of over 40 partners that also partner with CHIP and the violence prevention work in the Health Department. As Brandee was noting, a large part of what's necessary is making sure that across levels—if we're taking a public health approach, that we're thinking about individual level strategies, community level strategies, ThrYve level strategies. So, part of what we have the opportunity to do through ThrYve, which is part of the Youth Finance Prevention Center Kansas City, is to think about an individual level strategy through REVIVE. REVIVE is the Hospital Violence Interruption Program so that if a young person ends up in the emergency room at the University of Kansas Health System, then a network of support get deployed based upon a subset of our ThrYve partners. That response is led by the Ad Hoc Group Against Crime, also along with the Health Department and Community Corrections and, of course, MOCSA, and then our goal is to work with that young person and family while in the hospital, but most importantly, to stay with that young person and family when they leave the hospital so that we can address those factors that got them there so that they don't return. Ultimately, we want to reduce readmission to the hospital of our young people and to keep our young people alive.

Additionally, additional strategies that we are supporting as it relates to the youth justice relations part of the work, really relates to a couple of strategies that subsets of partners are also supporting. So, we're currently very actively engaged in developing a Wyandotte County Youth Court and that's in partnership with the DA's Office as well as the Kansas City, Kansas Public Schools and other ThrYve collaborators. That is once again, we're wanting to help keep young people out of the court systems and out of a trajectory. So, in that regard through Youth Court young people are trained in the justice system and they actually serve all roles of the court including from judge to jury and then the sanctions that are provided to those young people for low-level offenses only that are referred based on the DA's Office and then are based upon a jury of peers that identify those sanctions.

Additionally, we are really wanting to make sure that we're training our young people to be youth leaders and so in that regard, for over 50 young people in our high schools we have supported the Ignite Me curriculum in partnership with Youth REVIVE and that curriculum really looks at how we support clinic education and youth leadership development.

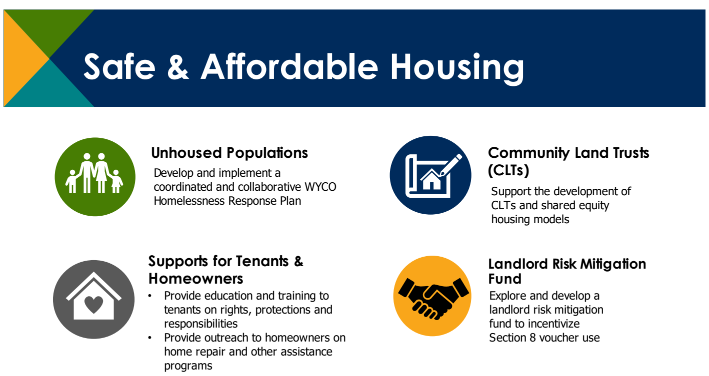
Those are a few of our strategies that relate to some of the justice relations and youth engagement components.

Ms. Alexander said we kind of already talked about the Community by Design Assessment tool for neighborhoods, but we can go ahead and move into other Positive Norms Change Campaign.

Ms. Thompson said, yeah, absolutely. So our Positive Social Norms Change Campaign, we worked with three different Youth Fatality Review Boards, ThrYve, KC Pal, and Young Women on the Move. We got about 30 participants. We did—what would you call—a sticky note or whiteboard, we gathered data. We are currently at a phase with that where we are analyzing that data, but what we did, we asked them what their perceived violence was, how they saw it, how it presented itself in their lives and what supports they had in their community to protect them from early childhood—or adverse childhood experiences or ACEs. Right now we've got that data compiled, but we are moving to the data analysis stage with that to go into like putting together a campaign to like highlight the positive. It's an evidence like focused study.

A good example of what Positive Norms Campaigns are, think about prom, how people would put like a wreckage or a car wreckage and say don't drink and drive and these are the consequences. With our Positive Norms Campaign our goal is to instead talk to the youth. We take actual data, actual perceived regularities in their schools and we go—86% of these schools don't drink. With our Social Learners Campaign we're looking at violence factors, perceived violence and community supports to put together a Positive Social Norms Campaign. That is social norms.

Susila Jones, Executive Director with Crosslines Community Outreach, said I'm here with my colleague Rachel Russell. We are very privileged to be the lead agency for the Safe & Affordable Housing part of the CHIP. As several of my counterparts mentioned, we are just very appreciative to the work of the Health Department. Both Juliann and Susan have been amazing and the fact that housing is identified in the CHIP, I think, is huge for our community. Our community has clearly shown that housing is healthcare. We see that in our day-to-day lives at Crosslines and we see how much somebody's access to safe and affordable housing directly impacts their health.



I will briefly go over the four strategies that we have been—I will first pause to say that Crosslines, prior to this year, we were just part of the—we were one of the partner agencies that Livable Neighborhoods had led this effort up until this year. So, the beginning of this year Livable Neighborhoods was ready to take a step back and we were very honored to help lead what they so much want accomplished in the first three years.

The areas of focus are Unhoused Populations and we are unfortunately seeing a pretty drastic increase in our unhoused population right now. Also, there's been tremendous work in the

Community Land Trusts and we've also seen some fantastic work with Supports for Tenants and Homeowners.

Finally, one of the initiatives that we're most excited about and hopeful to see some traction soon is the Landlord Risk Mitigation Fund. Again, I'm very glad to be here tonight. I'm going to turn this over to Rachel because she can tell you much more the detail of this.

Rachel Russell, Crosslines, said I'm glad to be here with you tonight to talk about the great work that the Safe & Affordable Housing Action Team is doing. I know we're close on time, so I'm going to do some quick highlights and I'm happy to send additional information as well as documents as well to support what I've shared with you here tonight.

This first one is in relation to our priority unhoused population. Crosslines, along with 30 other agencies as well as individual community members, has drafted a coordinated WYCO Homeless Response Plan. This response plan looks at things from a multitude of different levels from the most immediate emergency needs that we have for our folks who are experiencing houselessness or homelessness in our community from emergency shelter to restrooms and all of those things and that purview all the way to long-term systemic changes. So, how do we as a community both adopt immediate needs, but how do we both adopt things that will create long-term change where we are changing the narrative moving forward for how we address homelessness in Wyandotte County.

Some of our goals now that we've drafted this plan or our next step, not our goal, but it is also a goal in 2023 is to present this plan and market this plan to the community in numerous ways. We look forward to this continued conversation. Most of the information within this plan has looked at both our neighboring communities across the water, but also those in Lawrence, Topeka, and we most recently took a trip to Oklahoma City to look at some tiny homes. There has been a lot of research, a lot of comparisons of what other communities have done and what they've worked in both, like communities, but also places where things have been innovative.

The next strategy or the next priority highlight that I would like to share falls within the education of tenants and homeowners and this is one piece that we are very excited and have been very privileged to partner with Kansas Legal Services as well as our Community Education Team at the Health Department who has really facilitated these conversations to ensure that tenants from the moment that they're getting ready to rent to a place to potentially, unfortunately, be in the eviction process. That they have the information that they need at their fingertips, both that there is a document for this as well as it is also housed on the Kansas Legal Services website as well as resources and to your right of you, you can see some of the pieces that are a part of that toolkit.

This next highlight, I am excited as someone who participated in what the first year of the Safe and Affordable Housing were peer learning groups, is the concept of a Community Land Trust. If you're not familiar, CHWC has the First Community Land Trust here in Wyandotte County and really leads this work for our action team. This opportunity makes homeownership more accessible for some folks who may struggle to access home ownership through the traditional route. We are excited to share that the First Community Land Trust home as well as additional homes are now on the market through the great work of our friends at CHWC and we look forward to in 2023 having the first homeowner in that Land Trust and I know that is one of Megan Painters, that's where she feels that she will see the most accomplishment from this project and really how it will benefit our community.

Lastly, just something that our action team has facilitated as a way to ensure that all community members have access to the different things that are taking place in our community around housing because, as you all know there are lots of things happening, is we host an annual WYCO Housing Summit. This year we had the privilege to host it at the Hy-Vee Arena where 96 participants attended and engaged in the many different topics from LGBTQ plus housing at our spot. We talked about housing as healthcare because that is the work that we are doing within the CHIP. We also talked about potential strategies and policies that the UG could adopt in future years to ensure that housing is accessible to all residents and so this was a really exciting time as well as you see in the bottom left. I could not pull off any of these great things without the collaborators whom of which you heard from tonight as well.

I will close with this, I am just so thankful and grateful for the opportunity to serve in this position, but really I'm more grateful for the people that do the work in and out every day to ensure that access to housing is available to all WYCO residents. We could not do this work alone here at this table even with those in the room and so I'm just grateful for that. I will pass it back over to Juliann who will close us out.

Ms. VanLiew said I will, but before I do, can you please join me in thanking these incredible community partners who are here. Honestly, we are serious when we say there is little to nothing the Health Department can do alone in this community and these folks have stepped up in the most incredible ways imaginable.

2022-2023 CHA Summary

✓**Completed** CHA community concerns survey, sent to a representative sample of households in Wyandotte

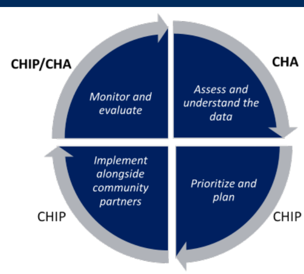
✓Completed six **community forums**

✓Completed **focus groups** with specific populations

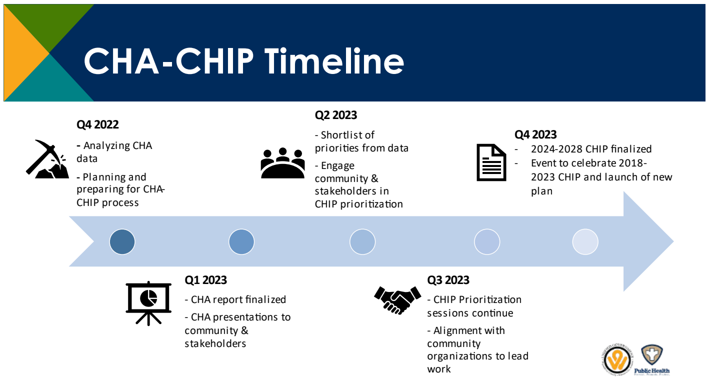
In Progress:

- Analyze results
- Complete 2022-2023 CHA report
- Share findings with community & stakeholders

CHA-CHIP Cycle



To lead us out here, I'm going to flip through these quickly. We're about to start this again, so the challenge, CHIP is one continuous cycle. We go through a CHA. We assess the health of our community, we conduct a community health assessment and those findings are what help us prioritize what goes into them, then the CHIP or the Community Health Improvement Plan. Even though we've been conducting the CHIP this year, we've spent the last six months beginning our job because we need to start the cycle again because we're at the end of our fourth year. While we will continue this CHIP in its fourth year in 2023, we will also spend the year of 2023 creating the prioritization and the planning to create our 2024 brand new CHIP.



What that will look like is you all are going to see us again here in February or March. Our epidemiology team has done an incredible amount of surveying pulling together primary and secondary data, hosting focus groups and we are right now writing our job, so we're going to have a brand new Community Health Assessment that's very robust that we will bring back before you in the next couple of months. Then, we will be asking you all to engage with us in 2023 as we create the priorities for the 2024 CHIP.

Thank you for your time tonight. In response to your initial question, Commissioner McKiernan, I think there are incredible ways, very concrete strategies to work on anti-racism work. In the H.E.A.T. Report that was brought before us, our CHIP is one of the many, many opportunities to do so. What you heard from our folks here tonight is we have concrete actionable strategies we are deploying today. We don't need to work at the thousand foot level forever. We can take this and we have shovel-ready projects.

There are opportunities to engage and I would encourage our community members to visit our CHIP dashboard to find those ways to engage to connect with anyone at the Health Department or any of these partners. We're ready to engage you if you're ready to work with us.

Thank you for your time.

Thank you to our community and to our partners for being here.

Mayor Garner said thank you all so much. These presentations were really good tonight and I can't say it enough to say thank you for the presentations, the hard work that goes in. When you talk about improving people's lives and building safe and livable neighborhoods right here in Wyandotte County, the first half of that is what are the challenges, what are the causes, what are the solutions, and what is being done to round that out. We have a real opportunity as a community, of your elected body, our staff, and more importantly, you, the community, and all these not-for-profits and stakeholders that really have a key in making Wyandotte County the type of place where we want to live, work and raise a family that have the types of amenities that are necessary.

We have an opportunity at this body right here at the Unified Government. I challenge this Commission to continue to do the hard work that needs to be done in recognizing that we can do everything that needs to be done and create a really strong precedence that could be recognized nationally to address racism, race poverty, address poverty, homelessness, the inequities that exist that impact jobs and the disinvestment and disenfranchisement to where everybody that wants an opportunity and wants to work hard and wants to have that opportunity for success and an improved quality of life, they can have it right here in Wyandotte County.

I'm excited about these opportunities, the potentials that exist. Real work is being done, but these are just the first steps and so thank you all so much. I'm looking forward for as long as I'm your Mayor, and I know this Commission, they've made a commitment to work with you all as well to hopefully find real solutions to real problems that we know impact the lives of people every day because we can together, all of us, collaborative we can build the kind of Wyandotte County that we want and that can improve the quality of life for everybody. So, thank you so much.

We're going to move into our regular commission meeting after a short break. There are some technical issues that need to be addressed by staff to get us up to speed to make that presentation. We will reconvene here and I apologize to all those that are watching and all those that are maybe waiting, but this is a necessity. We're going to have to reconvene to about 7:35 promptly, so we will reconvene then.

Commissioner Bynum made a motion, seconded by Commissioner Ramirez, to adjourn the meeting. Roll call was taken and there were nine "Ayes," Davis, Bynum, Burroughs, Townsend, McKiernan, Ramirez, Johnson, Markley, Garner.

MAYOR GARNER ADJOURNED
THE MEETING AT 7:00 p.m.

Brett Deichler
Unified Government Clerk

dt

STATE OF KANSAS)
WYANDOTTE COUNTY)) SS **SPECIAL MEETING, THURSDAY, JANUARY 12, 2023**
CITY OF KANSAS CITY, KS)

The Unified Government Commission of Wyandotte County/Kansas City, Kansas, met in a Special Meeting, Thursday, January 12, 2023, with eleven members present: Bynum, Commissioner At-Large First District; Burroughs, Commissioner At-Large Second District; Townsend, Commissioner First District; McKiernan, Commissioner Second District; Ramirez, Commissioner Third District; Johnson, Commissioner Fourth District; Kane, Commissioner Fifth District; Markley, Commissioner Sixth District; Stites, Commissioner Seventh District; Davis, Commissioner Eighth District; and Garner, Mayor/CEO, presiding. The following officials were also in attendance: Cheryl Harrison-Lee, Interim County Administrator; Bridgette Cobbins, Assistant County Administrator; Misty Brown, Chief Legal Counsel; Brett Deichler, Unified Government Clerk; Monica Sparks, Deputy Unified Government Clerk; Meaghan Shultz, Municipal Court Administrative Judge; Dominic Geniuk, Municipal Court Administrator; Jeff Fisher, Executive Director of Public Works; and Alley Porter, Commission Liaison.

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

MAYOR GARNER called the meeting to order.

ROLL CALL: Bynum, Burroughs, Townsend, McKiernan, Ramirez, Johnson, Kane, Markley, Stites, Davis, Garner.

NOTICE OF SPECIAL MEETING of the Unified Government of Wyandotte County/Kansas City, Kansas, to be conducted in a hybrid format on Thursday, January 12, 2023, at 5:00 p.m. regarding the selection process and appointment of a Municipal Court Judge.

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 Garner said the item on the Mayor's Agenda tonight for this Special Meeting is the Municipal Judge Selection process and resolution. It's also an appointment of a Municipal Court Judge as well. As the Clerk announced, we are here tonight to determine, under the Mayor's Agenda, a resolution to appoint the Division 2 Municipal Court Judge to fill the remainder of a four-year term which began on October 1, 2020, that runs through September 30, 2024.

The final three candidates for this position are here this evening for their interview and this Commission will be interviewees. The Judicial Nominating Commission provided three questions that will be presented to each candidate. Upon conclusion of all the candidates responses, each commissioner will be provided with a ballot. Our Chief Counsel, Misty Brown, will instruct the Commission regarding the procedures for completing those ballots.

At this time I will turn the item over to our Chief Legal Counsel, Ms. Brown, for comments and she can take the meeting from here.

Misty Brown, Chief Counsel, said the Mayor has done a good job of explaining why we're here today, but for a recap for those who may be watching, a vacancy occurred in Division 2 of the Municipal Court Judge position when Judge Shultz was appointed the Administrative Judge. When that vacancy occurred, Mayor Garner formed a Judicial Nominating Committee which was chaired by Commissioner Townsend and also contained Commissioner Bynum and Commissioner Davis. Those commissioners instructed that the position be posted, received applications, reviewed the applications, and conducted interviews of folks that had applied for it.

Pursuant to Unified Government ordinance, three candidates have been advanced tonight to interview in front of the Commission. Those three candidates are Maurice Brewer, Marcus McLaughlin, and Karen Wittman and they are here today to conduct their interview in front of the Commission. Each candidate will be given time to give a brief introduction and then answer three questions that will be posed by Commissioner Townsend.

As the Mayor stated, ballots have been passed out and when the interviews have been completed, I will provide additional instructions on how to utilize the ballots, which I would remind everyone are an open record. With that, I will turn this over to Commissioner Townsend and note that Mr. Brewer is already in here and ready to begin his interview.

Commissioner Townsend said before getting into that, I just wanted to thank the Mayor for allowing me to serve as Chair of the Judicial Nominating Committee and to serve along with Commissioner Bynum and Commissioner Davis to provide the slate of very qualified judicial candidates.

I would also like to thank and acknowledge the efforts of our Chief Counsel and Legal staff for their procedural involvement during this process and I would like to thank our Personnel Department. Over a period of late December 2022, maybe even November, the posting of this position was publicly made to majority and minority press, majority and minority bar organization so that we might get the broadest possible pool of qualified and diverse candidates and we believe we will present the results of that tonight. There were 10 applications from that. Four persons were interviewed and as a result of those interviews, we're presenting the three that you will see tonight.

Thank you, Mr. Brewer, for appearing. We are going to give each candidate two minutes to do a brief introduction, if they care to, before we process on to the three questions.

Maurice Brewer said thank you commissioners for having me this evening. I've lived in Kansas City my entire life. I grew up in Kansas City, Missouri, but I came to Wyandotte County, specifically to Kansas City, Kansas, when I joined the Wyandotte County District Attorney's Office. My wife and I bought a home near Wyandotte High School and have enjoyed living in the community ever since. I'm in my ninth year of practice now. I initially, after graduating from law school, worked as a Missouri Public Defender in south central Missouri in a place called West Plains. Then, I came back to the Kansas City area where I worked at the Jackson County Prosecutor's Office for about a year and a half before joining the Wyandotte County District Attorney's Office where I worked for three years. Since that time I've been in private practice. First I worked for a small practice and then I opened my own practice about a year ago. My office is actually located at 8th & Armstrong. I do primarily criminal defense work, but I've also worked in the area of family law, estate planning, and I've had some exposure actually to the Kansas City, Kansas Municipal Court. I have done some work with the Public Defender there before and I think the contract may have changed, but I have done some work as a Public Defender there. I've also worked doing some Pro Tem Prosecutor work in Gardner, Kansas Municipal Court and also in Merriam's Municipal Court.

Commissioner Townsend said thank you Mr. Brewer. We'll start with the three questions.

Question No. 1 – Please explain from your perspective what the term equal access to justice means. Explain how you would seek as a Municipal Court Judge in Wyandotte County/Kansas City, Kansas to apply that equality of access to the populations of diverse cultures, diverse educational and diverse income levels who will appear before you.

Mr. Brewer said I think one of those is actually making sure that people feel heard no matter whether or not they're there Pro Se or whether they have an attorney there. I know if you appear in court and you're Pro Se, you may feel as if you're at a disadvantage because you don't have an attorney. That's also—especially here in Wyandotte County because there's so many people that English may not be their first language, we have a lot of folks that are immigrants here. It's important to make sure that the court knows whether or not that person is having trouble understanding and making sure that they have access to an interpreter to make sure that when they're making decisions as far as whether or not, especially in a criminal setting, if they're going to accept a plea offer or if they are going to set their case for trial, that they actually know what their options are. That they fully understand the evidence that's coming in so that they can respond appropriately and make competent choices. Also, just making sure that when people come into the courtroom from all different backgrounds, they're treated with respect. Treat everyone equally. It doesn't matter where they're at economically, it doesn't matter whether they have a physical disability. The role of judge is to make sure that each one of them are treated fairly.

Question No. 2 – Do you believe the current processes of our Wyandotte County KCK Municipal Court serve all members of our community adequately. Please explain the reasons for your yes or no answer.

Mr. Brewer said I would say yes; however, there's always room for improvement. I think with how—especially in light of COVID, I think that all courts have realized that there are processes that can be done more efficiently. During COVID a lot of courts moved to zoom dockets or things of that nature. They found just more efficient ways and processes as far as maintaining dockets as far as increasing the likelihood that people can appear with those zoom dockets. If people are having transportation issues, getting to court they oftentimes—almost everyone nowadays have smartphones or laptops or can get access to a smartphone and having those technologies and using them in the courtroom actually increases people coming to court, decreases the amount of potential bench warrants that are going to be issued because people are having trouble coming to court. Also, making sure that courts have the ability to let people pay online and making it easier for people to make their payments if they are assessed fines or court costs or things of that nature. Also, help things run more efficiently so that they don't have to actually physically come in and things of that nature.

Question No. 3 – As a Municipal Court Judge, please explain how you would endeavor to make all persons who come before you feel they have received a fair and full hearing of their matter whether your decision from the bench favored them or not.

Mr. Brewer said I think part of that is just making sure that when you're addressing a person that you address them with respect that is due to any human being. There's ways to convey a message that, you know, this ruling is not going in your favor, but making sure that they don't feel like the court is necessarily personally attacking them because you found them guilty or maybe you found you're revoking their probation. That is not a value judgment necessarily on them, the person, because oftentimes when someone's involved in the court system it might be also the worst day of their life and being mindful of that the effect that might have on them as a person. But at the same time you still have a job to do and so you're going to be giving them—someone in that courtroom is likely getting a verdict that they do not necessarily like, but there's making sure that during the process that if someone is trying to convey the point, that you don't necessarily cut them off, you allow them to complete their thought. Now, of course, you may still have to maintain decorum in the courtroom, but as long as they're talking respectfully, you hear them out on the point that they are making. You allow them to make that point and a lot of times when people are in the courtroom they want to feel heard even if they know that it's not going in their favor.

I've had clients where they've made decisions, they come into court wanting to make a decision that may negatively affect them because they really want the judge to hear in the process that they also felt that they were wrong. So, sometimes that individual even if you end up giving them bad news, if they feel like they've been heard in the matter, they accept what the court does a lot easier. They understand that the court has a job to do in that case.

Commissioner Townsend said thank you Mr. Brewer for participating in the process here tonight and with your earlier interviews. Thank you very much. **Mr. Brewer** said thanks for having me.

Commissioner Townsend said good evening Mr. McLaughlin. Thank you for coming in today. We're giving each candidate two minutes to make a formal introduction to the body if you care to do so and that will be followed up with three questions that I will pose to you and you will have five minutes to answer those questions. So, if you care to make an opening statement, two minutes, please feel free to do so.

Marcus McLaughlin said good evening ladies and gentlemen. First of all I just want to state that it is truly an honor to be standing in front of you today. I am humbled and thankful at the consideration for becoming judge for the Municipal Court of Kansas City, Kansas. First off, I believe it's fitting for me to give thanks to God. He's walked with me through the good and the bad, the ups and the downs. Lord knows I'm not perfect, but he's shown me Grace which has allowed me to be in the position that I'm in today.

Briefly, my journey started roughly back in 1986. I was roughly eight years old and that's when my father, Nathaniel McLaughlin, loaded all of us into a little car. It was me, my brother, my sister and my mother and he drove us all the way from Winston-Salem, North Carolina to here in Kansas City, Kansas. We made that drive many times from KCK to North Carolina, so what I kind of am proud of I consider myself having humble country roots as well as the Wyandotte County upbringing. Now, education was key in our household as it was seen as a tool for achievement. I started my education here at Frank Rushton Elementary School, then I went to Rosedale Middle School, and then I graduated high school at Sumner Academy.

I stayed local. I didn't go that far. I went to the University of Kansas for undergrad and then I went to the University of Kansas for law school. My parents instilled in me the importance of public service. Yes, our careers are a big part of what we do and our accomplishments in our life, but to me service and that service to our community as well as its service to our fellow man. **Mr. Deichler** said sir, your two minutes have expired. **Mr. McLaughlin** said I'm sorry, okay, thank you.

Commissioner Townsend said we have three questions for you. You have five minutes to answer each question.

Question No. 1 - Please explain from your perspective what the term equal access to justice means. Explain how you would seek as a Municipal Court Judge in Wyandotte County/Kansas City, Kansas to apply that equality of access to the populations of diverse cultures, diverse educational and diverse income levels who will appear before you.

Mr. McLaughlin said I believe equal access to justice is paramount and important in fulfilling the role as a judge. I think we need to think of the different levels as far as access to law, access to adequate representation. One of the things I think we need to be considerate of first of all is the financial burden that adequate representation costs. I've been doing this for a while and I know that having a good lawyer isn't cheap, so I think that one of the things that we need to consider is ensuring that each and every person who appears in front of the bench does receive adequate representation and it doesn't break them financially. I understand that there are—as far as people getting an appointed lawyer, and I do understand that, and I think we need to continue that, and I just think that we need to think of age, also income level, and also the mental capacity of receiving adequate representation.

Question No. 2 – Do you believe the current processes of our Wyandotte County KCK Municipal Court serve all members of our community adequately. Please explain the reasons for your yes or no answer.

Mr. McLaughlin said currently, unfortunately, I do not believe it serves everyone. Let me say that one of the reasons in my rationale is being licensed on both sides of the state, so I've probably been in every court in the metro area and some of the things as far as the process we first have to define who's coming in front. As far as the different areas of age, socioeconomic level, gender as well as mental capabilities, I think these are some of the things that we need to focus on. Can you give me again the second part of the question? I just want to make sure I get it straight.

Commissioner Townsend said certainly. I'll just repeat the whole question. Do you believe the current processes of our Wyandotte County KCK Municipal Court serve all members of our community adequately. The second part was, please explain the reasons for your yes or no answer.

Mr. McLaughlin said first of all as far as finances, again, we need to make sure that everyone that comes in front of the court has adequate representation and as we know many people in this community do suffer from a lack of resources. Some of those resources are education, some of those resources are financial, and I think that we can do more to help uplift those who suffer from a lack of resources when they come in front of the court. I think secondly in just doing this as many years as I have, one thing that I think we sometimes let slip under the cracks is mental illness. So, first of all we need to look at some of the roots of the mental illness when people come even if it's for certain things like loitering, simple drug possession, criminal damage to property. A lot of times these things there is a root cause of that and I think a lot of times I see the root cause is mental illness. So, I think when we address certain people, we address certain infractions. We have to look at is mental illness a possibility as an underlying factor and I think if we attack that as far as the finances, the mental illness standpoint, we can stop folks from continuing to come in front of the court.

Question No. 3 – As a Municipal Court Judge, please explain how you would endeavor to make all persons who come before you feel they have received a fair and full hearing of their matter whether your decision from the bench favored them or not.

Mr. McLaughlin said I think when people come in front of the court one of the key things that you have to do is you have to make sure that people have an understanding of why they are there in the first place. It's not some type of rotation where they're in and out. They come in, slap them on the hand, we given them a fine and they're out of there because what's going to end up happening is they're going to be recidivists and they're going to come right back in front of you for the same matter. I think one thing that you have to do is say Mr. or Ms. this is the reason why you're in the court today and these are some of the facts that led you being there today. Also, whatever justice would ever find, whatever jail time is handed out, I think the people need to understand the how's and they need to understand the why. I'm not here as, you know, I wouldn't be there as a judge to just truly dull out punishment. I'm not there just—I know some people believe this, to hand out infractions to buffer the coffers of the county.

We are and we represent part of the fabric of justice. Without that, everything else would crumble, so the people need to understand that when you do give them a certain punishment whether it's financial or whether it's a loss of freedom, they need to understand from start to beginning the rationales of why they're there and I would hope when they left and they would leave the courtroom, they will understand that it's nothing personal, it has nothing to do with your sex, your age, your race. To me justice is blind. You understand that the reason you're there is because of that particular infraction and I would hope that you would understand that whatever punishment is doled out would be just and it would be fair.

Commissioner Townsend said thank you very much Mr. McLaughlin. **Mr. McLaughlin** said thank you.

Commissioner Townsend said good evening Ms. Wittman. Thank you for coming and continuing this process with us and now before the whole board. Each candidate is being allowed two minutes to address the full board and share their background and feel free to do so. Then, we will have three questions and you will have five minutes to answer those questions.

Karen Wittman said I have a degree in forensic science with a minor in chemistry from the University of Central Florida in Orlando. After I graduated undergrad I became a forensic chemist and I worked in a crime lab for six years prior to going to law school. I decided to go to law school at Washburn, at University of Washburn University. I graduated and passed the bar in 1991. I've been a prosecutor pretty much my entire career. I had a few other things during that time, but mostly as a prosecutor. I was the first ever Traffic Safety Resource Prosecutor for the State of

Kansas. That job was through the Attorney General's Office and through KDOT through a federal grant. During that time as a Traffic Safety Resource Prosecutor I answered questions throughout the state on DUI Law and Traffic Law. I trained law enforcement and prosecutors. I was lucky enough to win the People Saving People Award in 2016 from KDOT and I also won a National Award from the National Highway Traffic Safety Administration for public service.

During all that time, 16 years, I was a Municipal Judge in Silver Lake, Kansas, which is just outside of Topeka. The only reason I left that position is that I ran for District Attorney in Shawnee County. I did not win, but I was lucky enough that Mark Dupree hired me as one of his deputies. All during that time for the last 18 years, I have published a DUI Law Book that is online that everybody uses. I'm considered an expert in DUI Law and Traffic Law and—**Mr. Deichler** said ma'am, your time has expired. **Ms. Wittman** said thank you.

Commissioner Townsend said thank you Ms. Wittman. You will have five minutes to respond to each of these three questions.

Question No. 1 - Please explain from your perspective what the term equal access to justice means. Explain how you would seek as a Municipal Court Judge in Wyandotte County/Kansas City, Kansas to apply that equality of access to the populations of diverse cultures, diverse educational and diverse income levels who will appear before you.

Ms. Wittman said as a Deputy District Attorney I have always been of the opinion that my job is to treat everyone exactly the same. It doesn't matter if you're the bank president or you're somebody that just got out of jail, but when you present yourself with whatever case that I treat you in the same manner I would treat anybody and I feel that the judge should do exactly that same thing. I deal with individuals, especially on traffic dockets, that come in that I know have low income, trouble getting jobs, and that kind of thing and what I try to do is—all I'm looking for is changing their behavior. If they are a bad driver, I want them to stop being a bad driver and if that means some monetary fine, etc., then that's what's going to have to happen, but what most of the time is my opportunity to explain to them why—what they're doing is a bad idea and how it risks the rest of us.

I know that when—in the DA's Office there was inequity when we first got into office, when Mr. Dupree got into office, that each different Assistant District Attorney would give different deals on different things and I felt that was wrong. I said we've got to train everybody that no matter what Assistant District Attorney you get, you get the same deal because I feel that's one way of being fair to everybody no matter what socioeconomic level they are. As I dealt with people on the traffic docket, I wanted them to get their license back or get the registration and if it meant not assessing a fine, but go get—go show me that you've got insurance or go do your best to get your license and I gave them help on how to do that. Then, I wouldn't assess or ask for a fine. I would get—I want them to use that money to get what they need to become legal in our community.

In terms of that, I think I've been living that my entire career as an Assistant District Attorney to give equal access to anybody that comes into the court.

Commissioner Townsend said thank you for that response.

Question No. 2 – Do you believe the current processes of our Wyandotte County KCK Municipal Court serve all members of our community adequately. Please explain the reasons for your yes or no answer.

Ms. Wittman said I know that the Municipal Court right now does have a Public Defender, so everybody has access to an attorney when they're dealing with whatever issues they're dealing with. I think it would be helpful if they had—maybe if you had more than one Public Defender because there's a lot of cases that are going through that court and everybody should have access. I know Dwight Alexander is the Public Defender and I know he does a great job, but you know there is only so much time in the day for him to deal with that. I think it would be best if there was at least one more or at least a backup to help him deal with those types of cases.

I personally think, too, that there is a lot of warrants out there. There's people that have four or five. You know I look on the jail screen and they've got lots and lots of warrants. They get picked up for something else, but they've got a lot of warrants here. I think it would be great if there was an opportunity for them to come and deal with those warrants on their own time and not in a situation where they're sitting in jail.

I mentioned in my interview of an Amnesty Day or something like that where they could come in and be assured that they would not be arrested, but that they would be able to take care of their matters. I know they do that in Topeka, Kansas. It has worked very, very well and it gets people back square. They're not looking over or running from law enforcement because they know they have these warrants, that they can come in and take care of them on their own time. I think that would help with the flow of cases in the court. It would require the judges to be more available at different times as opposed to just special dockets, but I think that way it could open the door toward the court system so that everybody would have access and nobody be afraid to come and take care of their matters.

Commissioner Townsend said thank you.

Question No. 3 – As a Municipal Court Judge, please explain how you would endeavor to make all persons who come before you feel they have received a fair and full hearing of their matter whether your decision from the bench favored them or not.

Ms. Wittman said again I go back to my traffic dockets. People come in, I see what their charges are, I have a conversation with them, I talk to them, explain what their situation is, how they can maybe get themselves out of their situation. For example, if they have a drive while suspended, I'll ask them why are they suspended, how can they fix it, do they know how to fix it, and if they don't, sometimes I give them some guidance on how to fix it. But eventually it may just come down to well here are your options and I give them options of you're going to have to plea to this or when, you know, I can dismiss this, etc., but I always treated them with respect. I wanted to make sure they understood what rules and laws—that how this was going to affect their driving history and what it was going to do to their license if it was going to suspend them or not, but in the big scheme of things just treating everybody with respect, making sure they understand what was going on, what they're getting themselves into if they wish to plea or they have a right to a trial.

I made it a rule over at the DA's Office, there's three ways to handle this thing. You have an absolute right to a trial. If you want one, we'll get you one. Number two, if you pay this ticket outright or number three, you can go to diversion. We have a diversion program. Everybody gets those same options and they're explained to them. I don't think I've ever had, looking back at my 16 years even in Silver Lake, did I have anybody feel that they were mistreated. They might not have liked my verdict, but they understood because I explained why I came to that verdict. I think that's the biggest thing a judge needs to do is have a participant understand the process, understand their options, and whatever the verdict is how they can appeal because, obviously, they can appeal that verdict and sometimes even give them time to pay it or rectify whatever the problem is, say code enforcement or something of that nature.

Commissioner Townsend said thank you Ms. Wittman. That concludes the three questions. We appreciate your participation in this process. **Ms. Wittman** said thank you very much. It was a pleasure.

Ms. Brown said, commissioners, that concludes the interviews today. You have in front of you a ballot with all three candidates names listed in alphabetical order. If you could please rank the candidates, one being the best, two the middle, and third and then sign your name to it. We will collect that. The Clerk and I will review the ballots and if there is one candidate with six first place rankings, the Mayor will be notified and that candidate's name will be included in a resolution appointing them to the position.

Mayor Garner said I just ask that the commissioners—this is a follow-up note to the Chief Counsel. If you would return those ballots to the Chief Counsel and the Chief Counsel will tabulate the final votes and she will announce a successful candidate. I ask that the Clerk also witness that tabulation as well.

Mayor Gardner said I believe that we do have a successful candidate from the tabulation. The Clerk has told me that count has been verified by him and so I will ask the Clerk to make that announcement.

Mr. Deichler said after looking at the totals, Karen Wittman has gained six votes. There will be a resolution now to pass that being at six, which is a vote to move forward.

Mayor Garner said I will now entertain a motion for approval for resolution appointing Karen Wittman, I believe is the name, as a Municipal Court Judge, Division 2, for the remainder of a four-year term which began October 1, 2020, and runs through September 30, 2024.

Action: **Resolution No. R-2-23,** "A resolution that the Board of Commissioners of the Unified Government of Wyandotte County/Kansas City, Kansas, hereby appoints Karen C. Wittman to the position of Municipal Court Judge, Division 2, for the remainder of the term of four years which began October 1, 2020, and runs through September 30, 2024." **Commissioner Ramirez made a motion, seconded by Commissioner Townsend, to approve the resolution.**

Mayor Garner asked, is there any discussion at this point?

Commissioner Townsend said my light was to make the resolution, that's been done, there's a second. Again, I would like to thank all of the candidates who participated and our staff for getting this done and bringing forward what we believe to be quality individuals.

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

Mayor Garner said thank you and congratulations to Ms. Wittman.

Ms. Wittman said thank you, thank you. I appreciate it very much. I have to tell you, I'm glad it's over. You know I applied to the Admin job a long time ago and I didn't get it, but I was very appreciative of what happened back then to prepare me for this time. I so look forward to doing you all proud by representing Kansas City, Kansas. I really do and looking forward to it.

Commissioner Johnson made a motion, seconded by Commissioner Townsend, to adjourn the meeting. Roll call was taken and there were ten "Ayes," Bynum, Burroughs, Townsend, McKiernan, Ramirez, Johnson, Kane, Markley, Stites, Davis.

MAYOR GARNER ADJOURNED

THE MEETING AT 5:51 p.m.

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Brett Deichler
Unified Government Clerk

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Unified Government Clerk's Office
Brett A. Deichler, PMP/CPM
Unified Government Clerk

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

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

Memorandum

To: Cheryl Harrison-Lee
Interim County Administrator

From: Brett Deichler
UG Clerk

Date: January 19, 2023

Re: Weekly Business Material

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

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

Attachments

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Weekly Business Material for January 13 - January 19, 2023

1. **PROTEST PETITION:**

   Against Special Use Permit Application SP2022-103, 2416 S 34th St., KCK, submitted by Fred C. Harmon.

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

2. **PERSONNEL ACTION COMMUNICATION, DATED January 17, 2023:**

Section I -Appointments

Name	Department/Division	Eff. Date	Job Title
Ricardo Flores-Meza	Fire	1/12/23	Firefighter/EMT
Alexander Gresham	Fire	1/12/23	Firefighter/EMT
Preston Haney	Fire	1/12/23	Firefighter/EMT
Katherine Harper	Fire	1/12/23	Firefighter/Paramedic
David Holstein	Fire	1/12/23	Firefighter/EMT
Mya Hurley	Fire	1/12/23	Firefighter/EMT
Timothy Johnson	Fire	1/12/23	Firefighter/EMT
Bailey Joonas	Fire	1/12/23	Firefighter/Paramedic
Brianna Latham	Fire	1/12/23	Firefighter/EMT
Samantha Lewis	Fire	1/12/23	Firefighter/Paramedic
Jacob Lowery	Fire	1/12/23	Firefighter/EMT
Jessie Martinell	Fire	1/12/23	Firefighter/EMT
Spencer Meierarend	Fire	1/12/23	Firefighter/Paramedic
Mark Nichols	Fire	1/12/23	Firefighter/EMT
Andrew Stephan	Fire	1/12/23	Firefighter/EMT
Shannon M Whitmarsh	Sheriff	1/12/23	Program Specialist
Adam Yankech	Fire	1/12/23	Firefighter/Paramedic

Section II – Transfers

Name	Department/Division	Eff. Date	Former Job Title	New Job Title
Betty I Criss	Health	1/19/23	Public Health Nurse	PH Nurse Supervisor
Gregg A Dorsett	Police	1/19/23	Police Captain	Police Captain
David A Kelly	Budget	1/19/23	Fiscal Officer	Mgt Analyst
Bojan Lugonja	Budget	1/19/23	Buyer	Mgt Analyst
Violeta Magee	Police	1/12/23	Police Captain	Police Major
Daniel N Sink	Fire	1/12/23	Firefighter/Paramedic	Fire Apparatus Driver
Sunny L Snoderly	Accounting	1/19/23	Real Estate Abstractor	Prof Fiscal Asst

Joel J Vonfange	Fire	1/12/23	Fire Apparatus Driver	Fire Captain

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

3. **CLAIM FOR DAMAGES:**

Michelle Avery Bey, All Rights Reserved, alleging the right of due process was violated in 21CV00625 Tax Sale No. 350 on July 7, 2022.

Brandon Washington, 1315 N. 75th St., alleging damage while driving his vehicle near 7400 State on 12/13/21. (2 Claims)

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

4. **SUMMONS:**

Michael Smythe vs. James Irwin Buck III and The Unified Government of Wyandotte County/Kansas City, KS, Case No. 2022CV00866

Adela Conde Rodriguez vs. City of Kansas City, Kansas Police Department and Unified Government of Wyandotte County/Kansas City, KS, Case No. 2022CV 00644

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

5. **MOTION TO REQUEST REFUND AND RETURN PROPERTY BACK TO COUNTY:**

Rajiv Dang vs. Wyandotte County, 2020PT0000002

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

6. **TRAVEL REQUESTS:**

Alan Korosec, Fire/EMS, travel to Las Vegas, NV, March 4 – 10, 2023, to attend CAFO & ABC 360 Conference, Employee Training & Travel.

Alyssa Marc, Urban Planning and Land Use, travel to Washington, D.C., March 25 – 29, 2023, to attend 2023 National Bike Summit, Employee Training & Travel.

Kyle McAvoy, Police/Narcotics, travel to Johnston, IA, January 8 – 13, 2023, to attend Under Cover Techniques and Survival Training, Employee Training & Travel.

Bryon Toy, Planning and Urban Design, travel to Philadelphia, PA, March 31 – April 4, 2023, to attend 2023 APA National Conference, Employee Training & Travel.

Bryon Toy, Planning and Urban Design, travel to San Diego, CA, July 9 – 14, 2023, to attend 2023 ESRI Conference, Employee Training & Travel.

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

7. **APPLICATION FOR CMB LICENSE (PKG):**

Supermart El Torito Inc dba Supermarket El Torito Inc, 1409 Central, Kansas City, KS 66102

Action: Referred to License.

8. **APPLICATION FOR CMB LICENSE (OP):**

TAJ 1, LLC dba Stop N Shop, 6433 State, Kansas City, KS 66102

Action: Referred to License.

Unified Government Clerk's Office
Brett A. Deichler, PMP/CPM
Unified Government Clerk

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

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

Memorandum

To: Cheryl Harrison-Lee
Interim County Administrator

From: Brett Deichler
UG Clerk

Date: January 26, 2023

Re: Weekly Business Material

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

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

Attachments

tk

Weekly Business Material for January 20 - January 26, 2023

1. **COMMUNICATION:**

   - Mary Collins, Interim Director, Downtown Shareholders, submitting the financial report for the Self-Supporting Municipal District/Downtown Improvement District (SSMID) for the month of December 2022.

   Action: Received and filed.

2. **PERSONNEL ACTION COMMUNICATION, DATED January 24, 2023:**

Section I -Appointments

Name	Department/Division	Eff. Date	Job Title
Adrian Alemifar	Budget	1/17/23	Management Analyst
D'Angelo Bushnell	Police	1/26/23	Patrol Officer
Jiree Police	Police	1/26/23	Patrol Officer

Section II – Transfers

Name	Department/Division	Eff. Date	Former Job Title	New Job Title
Brendan G McEvoy	Police	1/12/23	Police Sergeant	Police Captain
Joshua R Messick	Police	1/12/23	Police Sergeant	Police Captain

Section III – Separations

Name	Department/Division	Eff. Date	Job Title
Stephanie Bell	Econ Dev	12/23/22	Mgt Analyst
Becky Berger	County Admin	1/4/23	Executive Director (21)
Josue Salas	Sheriff	1/25/23	Deputy
Matthew R Zweifel	Sheriff/Security	1/25/23	Admin Coordinator

Section IV – Increases per Memorandum of Understanding

Name	Department/Division	Eff. Date	Job Title
Maya R Banks	Police	1/11/23	Prof Progs Asst
Joellen Garcia	Finance/Treasury	12/21/22	Fiscal Supt Supervisor
Michelle D Wooten	Finance/Treasury	11/21/22	Administrative Coordinator

Section V – Other Requests

Name	Department/Division	Action Requested and Explanation
Anthony Lee	Health	ACD code change efft 1/5/23
Jennifer Stewart	Health	ACD code change efft 1/5/23

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

3. **PERSONNEL ACTION COMMUNICATION, DATED January 26, 2023:**

Section I -Appointments

Name	Department/Division	Eff. Date	Job Title
Kirstyn Dvorak	DA's Office	1/19/23	ADA I
Kevin Smith	Municipal Court	1/19/23	Program Coordinator

Section II – Transfers

Name	Department/Division	Eff. Date	Former Job Title	New Job Title
Ashley R Brown	Comm Corr	1/5/23	Program Supervisor	Program Supervisor
Dwayne L Donato II	Police	1/12/23	Patrol Officer	Police Sergeant
Nathaniel S Faulkner	Police	1/12/23	Patrol Officer	Police Sergeant
Angela M Garcia	Sheriff	1/19/23	Security Officer, Armed	Deputy
Brandon D Holloway	Police	1/12/23	Police Sergeant	Police Captain
Gwendolyn C Jones	Aging	1/5/23	Fiscal Supt Asst	Program Specialist
Jeffrey S Prather-Robson	Parks/Rec	1/19/23	Groundskeeper I	Horticulturalist II
Juanitha R Watson	Finance/Treasury	1/19/23	Fiscal Supt Asst	Fiscal Supt Asst
Alcion Williams	Payroll	1/5/23	Fiscal Supt Asst	Fiscal Supt Specialist

Section III – Separations

Name	Department/Division	Eff. Date	Job Title
Chanceler R Fortune	Police	1/24/23	Patrol Officer
Sonny J Johnson	Sheriff	1/1/23	Deputy
Addie Lozano	Aging	1/13/23	Fiscal Supt Specialist
Maria A Masingill	Clerk's Office	1/10/23	Admin Supt Specialist
Jeron M Moore	Parks/Rec	12/19/22	Rec Specialist
Jose Torres Jr	Parks/Rec	1/20/23	Groundskeeper IV
Rosalind D Woody	Parks/Rec	1/24/23	Program Aide

Section V – Leaves of Absence

Name	Department/Division	Lv. Beg	Lv. Ends
Chris Gleason	Parks/Rec	1/10/23	2/9/23

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

4. **CLAIM FOR DAMAGES:**

Tim Nick, 1501 Delaware Ridge Place, alleging damage to the vehicle on 1/6/23 due to new "bump-out lanes" not being marked.

Angel & Dixie Rivera, 1740 S. 30th Dr., alleging damage to property on November 5, 2022.

Cintli Soto, 814 Lafayette, alleging damage to property.

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

5. **SUMMONS:**

Adela Conde Rodriguez vs. City of Kansas City, Kansas Police Department and Unified Government of Wyandotte County/Kansas City, Kansas, Case No. 2022CV644

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

6. **MOTION TO SET ASIDE:**

Rogelio Rodriguez vs. Wyandotte County, 2022CV000046

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

7. **MOTION TO REVIEW DOCUMENTS FOR PAYMENT AND SERVICE:**

Unified Government vs. Madella Henderson, Case No. 2021CV000393

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

8. **TRAVEL REQUESTS:**

Rodney Boston, P.J. Locke, and Joseph Reyes, Police Department, travel to Las Vegas, NV, April 10 – 15, 2023, to attend Annual National PAL Training and Conference, Employee Training & Travel.

Krystal McFeders, County Administrator's Office, travel to Overland Park, KS, February 23, 2023, to attend Reconnect-Business Communications Summit 2023, Employee Training & Travel.

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

9. **APPLICATION FOR CATERER:**

WD Catering LLC/WD Young dba WDY Catering, 1314 Quindaro Blvd, Kansas City KS 66104

Action: Referred to License.

10. **APPLICATION FOR CATERER/DRINKING ESTABLISHMENT/HOTEL:**

KE Service LLC/Ameryst Barton dba Hollywood Casino at Kansas Speedway, 777 Hollywood Casino Blvd, Kansas City, KS 66111

Action: Referred to License.

Unified Government Clerk's Office

Brett A. Deichler, PMP/CPM
Unified Government Clerk

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

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

Memorandum

To: Cheryl Harrison-Lee
Interim County Administrator

From: Brett Deichler
UG Clerk

Date: February 2, 2023

Re: Weekly Business Material

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

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

Attachments

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Weekly Business Material for January 27, 2023 – February 2, 2023

1. **COMMUNICATION:**

   - Republic Services 2022 Annual Compliance Report for the Forest View Landfill, SUP No. 2002-42

Action: Received and filed.

2. **PERSONNEL ACTION COMMUNICATION, DATED February 2, 2023:**

Section I -Appointments

Name	Department/Division	Eff. Date	Job Title
Emmanuel A Etengeneng	Sheriff	2/2/23	Juv Detention Officer
Madaline E Foster	Comm Corr	2/2/23	ISO
Esmerelda C Love	Sheriff	2/2/23	Clerk
Kirstyn Mallloy	DA's Office	1/19/23	ADA I
Nicholas J Novak	Parks/Rec	2/2/23	Horticulturalist I
Brayan E Rios	Sheriff	1/10/23	Trainee
McKenzie Schmitz	Fire	2/2/23	Fire Communications Dispatcher
Joshua S Strumillo	Parks/Rec	2/2/23	Groundskeeper I

Section II – Transfers

Name	Department/Division	Eff. Date	Former Job Title	New Job Title
Kyler E Reed	Comm Corr	2/2/23	Juv Care Worker I	ISO
Rachael L Yearsley	Police	1/12/23	Patrol Officer	Police Sargeant

Section III – Separations

Name	Department/Division	Eff. Date	Job Title
Matilde Espino	Police	2/8/23	Prof Progs Asst
Jesus Galvan	Police	1/23/23	Patrol Officer
Crystal L Henson	Legal	1/20/23	Prosecutor
Cameron W Hopper	Fire	1/31/23	Firefighter/Paramedic
Juliann J Van Liew	Health	2/17/23	Director
Justus Welker	Transit	2/1/23	Director

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

3. SUMMONS:

- Midwest Regional Credit Union vs. Joseph Debella et. al., Case No. 2023-CV-000045.

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

4. CERTIFICATE OF INSURANCE/LIABILITY INSURANCE:

- Crowd Systems, Inc.
- Eustaquio Marqez-Villa d/b/a Alex Tree Service
- Marvin Escobar Tree Service
- Loomis Armored US, LLC
- Allied Universal Topco, LLC

Action: Referred to License.

5. COMPLIANCE BOND:

Septic Tank and Cess Pool Installer and Cleaner's Bond:
Environmental Specialists, Inc.

Action: Referred to License.

6. BUSINESS BONDS:

- Electrical Bonds:
  Oliver Electric Construction, Inc.
  Lyric Enterprises Ltd d/b/a L&M Electric
  Mike Busby d/b/a Total Home Service
  Kendrek Electric, Inc.
  H & S Electric LLC
  P1 Construction, LLC
  The State Group Industrial (USA) Limited
  Arrow Circle Electric, Inc.
  Four Star Electric, Inc.
  Core Electric
  Total Electric Contractors, Inc.
  Richard A Davey d/b/a Lesser Electric
  American Residential Services, LLC d/b/a Bob Hamilton Plumbing Heating A/C & Rooter
  Westhues Electric Inc.
  Fatboy Electric, Inc.
  Teague Electric Construction, Inc.
  A.M. Electrical Contractors LLC

- Mechanical/HVAC Bonds:
  1st Priority Heating and Cooling Construction LLC
  River City Heating & Cooling Inc.
  Polestar Plumbing, Inc.
  Gorman's Heating and Cooling LLC
  Hoffman Heating and Cooling LLC
  P1 Construction, LLC
  Mike Busby d/b/a Total Home Services
  Harrington Brothers Inc. Harrington Brothers Heating & Cooling
  Elite Heating and Air
  McCarty Mechanical Inc.
  Wyandotte Refrigeration, Inc.
  Little River Heat and Air LLC
  American Residential Services, LLC d/b/a Bob Hamilton Plumbing Heating A/C & Rooter
  Complete Heating and Air Conditioning, LLC

- Plumber's Bonds:
  Diamond Plumbing, LLC
  P1 Construction, LLC
  Mike Busby d/b/a Total Home Services
  Kinney's Plumbing Company
  American Residential Services, LLC d/b/a Bob Hamilton Plumbing Heating A/C & Rooter
  Noone Plumbing & Excavating, LLC
  Gerald & Sarah Wheeler d/b/a GRT Plumbing

- Hauler's Bond:
  United Rentals (North America), Inc.

Action: Referred to License.

7. CONTINUATION CERTIFICATE:

- Miscellaneous Bonds:
  Septic Tank and Cess Pool Installer and Cleaner's Bond, Environmental Specialists, Inc.
  Miller Sign Shoppe, LLC
  Boyce Industries, Inc. d/b/a Missouri Neon Company, SIGNLINK
  Summit Truck Equipment, d/b/a Yellow Frog Graphics

- Plumbing Bond:
  J-Hawk Plumbing, Inc.
  The Islas Fam LLC

- Electrical Bond:
  D.L. Smith Electrical Construction Inc.

- Mechanical/HVAC Bond:
  BMK Enterprise, Inc. d/b/a Hale's Heating & Cooling
  The Islas Fam LLC

Action: Referred to License.

8. CANCELLATION NOTICE OF INSURANCE/BOND:

- Plumbing Bond:
  RLI Insurance Company (2)
  American Residential Services, LLC. d/b/a Roger The Plumber

- Electrical Bond:
  Artisun Solar, LLC
  Prestige Electic LLC
  Kansas City Community Electric

- Mechanical/HVAC Bond:
  Complete Home Heating and Air Conditioning LLC (2)
  CTC Electrical Service LLC

Action: Referred to License.

9. APPLICATIONS FOR CMB LICENSE (PKG):

Zayn Commercials LLC, Abu Taher, d/b/a Legends Cenex, 8537 State Ave.

Action: Referred to License.

10. APPLICATIONS FOR CMB LICENSE (OP):

Lakeside Speedway Inc., Patti Clark, d/b/a Lakeside Speedway, 5615 Wolcott Dr.

Action: Referred to License.

11. APPLICATION FOR DRINKING ESTABLISHMENT/PUBLIC VENUE:

Hillsiders LLC, Logan Smith, d/b/a Hillsiders, 403 N 5th St.
KC Bowl Inc, Richard D. Thurber, d/b/a KC Bowl, 8201 State Ave.

Action: Referred to License.

12. APPLICATION FOR LIQUOR TEMPORARY LICENSE:

Francisco Lopez, d/b/a LJ Concerts, Memorial Hall, 600 N 7th St. for 2/5/23, 7:00 p.m. – 11:59 p.m. Date stamped on Jan 27, 2023.
Synergy Entertainment LLC, Zachary Cummings, Synergy FC 5 at Memorial Hall, 600 N 7th St. for 2/4/23, 4:00 p.m. – 11:00 p.m. Date stamped on Feb 2, 2023.

Action: Referred to License.

13. APPLICATION FOR PRECIOUS METAL DEALERS:

Susan Novo-Gradac, d/b/a Metro Pawn, 2005 W 43rd Ave.
Susan Novo-Gradac, d/b/a Metro Pawn, 5030 State Ave.

Action: Referred to License.

14. APPLICATION FOR PAWN:

Susan Novo-Gradac, d/b/a Metro Pawn, 5030 State Ave.
Susan Novo-Gradac, d/b/a Metro Pawn, 2005 W 43rd Ave.

Action: Referred to License.

15. APPLICATIONS FOR MASSAGE THERAPIST LICENSE:

Lauren Smith, d/b/with The Massage Studio, 11200 Delaware Pkwy.

Action: Referred to License.

16. APPLICATIONS FOR PRIVATE SECURITY BUSINESS:

Crowd Systems Inc., d/b/a Crowd Systems Inc., 4050 Pennsylvania #111 KCMO 64111

Action: Referred to License.

Staff Request for Commission Action

Tracking No. 212258

Full Commission Meeting Date:
Committee: Public Works & Safety

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

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
02/15/2023	Jeff Fisher, Daniel Kuhn	x5415, x5189	jfisher@wycokck.org, dkuhn@wycokck.org	Legal

Item Description:
A resolution declaring that the County Initiative for Funding Infrastructure is necessary for street preservation and permanent maintenance activities. This Resolution allocates the $500,000 in funds approved in the 2023 budget between Kansas City, Bonner Springs and Edwardsville.
The resolution allocates the $500,000 budgeted for street preservation and permanent maintenance activities in the following manner:

Kansas City, Kansas shall receive $250,000.00.
Bonner Springs, Kansas shall receive $150,000.00.
Edwardsville, Kansas shall receive $100,000.00.

Action Requested:
To adopt the resolution.

Budget Impact: (if applicable)
Amount:
Source:
Included In Budget:
Other (explain):

Attachments List:
Resolution for County Initiative for Funding Infrastructure - CIFI

RESOLUTION NO. R-_______________

A RESOLUTION APPROVING THE COUNTY INITIATIVE FOR FUNDING INFRASTRUCTURE

WHEREAS, the Unified Government (hereafter referred to as "UG") is a political subdivision organized and existing under the laws of the State of Kansas, with its principal office located at 701 North 7th Street, Kansas City, Kansas 66101 (Grantor); and

WHEREAS, the Unified Government Board of Commissioners approved a 2023 budget that included a $500,000 allocation to the County Initiative for Funding Infrastructure (CIFI); and

WHEREAS, the CIFI is intended fund necessary infrastructure projects.

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

Section 1. That the Unified Government Board of Commissioners hereby allocates the $500,000 budget in the following manner:

Kansas City, Kansas shall receive $250,000.00.
Bonner Springs, Kansas shall receive $150,000.00.
Edwardsville, Kansas shall receive $100,000.00.

Section 2. Funds received from the CIFI shall be used for street preservation and permanent maintenance activities.

Section 3. That the County Administrator and all other employees and agents of the Unified Government are authorized to take all actions and to approve all instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 4. This Resolution will take effect and be in full force from and after its passage by the Board of Commissioners.

ADOPTED BY THE BOARD OF COMMISSIONERS OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, THIS 16th DAY OF FEBRUARY 2023.

Attest:

____
Unified Government Clerk

Staff Request for Commission Action

Tracking No. 212158

Full Commission Meeting Date: February 16, 2023
Committee: Administration & Human Services

Date of Standing Committee Action: January 23, 2023 (If none, please explain):

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
01/25/2023	Stephanie Stauffer	x5123	sstauffer@wycokck.org	Community Development

Item Description:
The U.S. Department of Housing and Urban Development (HUD) has allocated $3,197,903 in HOME-ARP grant funds from the American Rescue Plan Act to the Unified Government of Wyandotte County and Kansas City, KS (UG) to provide shelter and services to individuals experiencing homelessness or other vulnerable populations as described in the HOME-ARP program. In order to receive these grant funds, the UG must publish the draft plan for public review and accept comments for a minimum of 15 days, hold a final public hearing, and submit the final HOME-ARP Allocation Plan to HUD before the deadline of March 31st, 2023. The public review and comment period will begin on January 19th and end on February 16th, 2023. For information regarding the HOME-ARP program rules and regulations, visit https://www.hudexchange.info/programs/home-arp/

Action Requested:
Hold public hearing and approve resolution

Budget Impact: (if applicable)
Amount:
Source:
Included In Budget:
Other (explain):

Attachments List:
RESOLUTION HOME ARP ALLOCATION PLAN, HOME-ARP-Allocation-Plan-Certifications, HOME-ARP Overview Slides, HOME ARP Executive Summary, UG HOME ARP Allocation Plan

RESOLUTION NO. R-________________

A RESOLUTION FOR THE ACCEPTANCE OF FEDERAL FUNDS BY THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS FOR HOMELESSNESS ASSISTANCE AND SUPPORTIVE SERVICES, AND TO AUTHORIZE THE MAYOR TO ENTER INTO AGREEMENTS WITH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

WHEREAS, The American Rescue Plan Act ("ARP") was signed into law by President Biden on March 11, 2021, (Public Law 117-2), and was codified at 42 U.S.C. § 802 *et seq.*;

WHEREAS, Congress appropriated funds under section 3205 of ARP for the HOME Investment Partnerships Program (HOME) to provide homelessness assistance and supportive services;

WHEREAS, Congress appropriated $5 billion in ARP funds to be administered through HOME (HOME-American Rescue Plan or "HOME-ARP") to perform four activities that must primarily benefit qualifying individuals and families who are homeless, at risk of homelessness, or in other vulnerable populations, including: (1) development and support of affordable housing, (2) tenant-based rental assistance (TBRA), (3) provision of supportive services; and (4) acquisition and development of non-congregate shelter units;

WHEREAS, ARP defines qualifying individuals or families as those that are:
(1) Homeless, as defined in section 103(a) of the McKinney-Vento Homeless Assistance Act, as amended (42 U.S.C. 11302(a)) ("McKinney-Vento");
(2) At risk of homelessness, as defined in section 401 of McKinney-Vento;
(3) Fleeing, or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking;
(4) Part of other populations where providing supportive services or assistance would prevent a family's homelessness or would serve those with the greatest risk of housing instability; or
(5) Veterans and families that include a veteran family member that meet the criteria in one of (1)-(4) above;

WHEREAS, ARP authorized HUD to allocate HOME-ARP funds to units of general local government that qualified for an allocation of HOME funds in Fiscal Year (FY) 2021, pursuant to section 217 of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended (42 U.S.C. 12701 *et seq.*) ("NAHA");

WHEREAS, On April 8, 2021, HUD allocated HOME-ARP funds to 651 grantees using the HOME formula established at 24 CFR 92.50 and 92.60, and the allocation for Kansas City, Kansas is $3,197,903;

WHEREAS, Under ARP, the participating jurisdiction may expend up to 15 percent of its HOME-ARP allocation for payment of reasonable administrative and planning costs;

WHEREAS, the Unified Government Board of Commissioners, in Resolution No. R-82-21 adopted on November 4, 2021, authorized the acceptance of the HOME-ARP allocation, including the initial 5% of the allocation set aside for administrative purposes; and

WHEREAS, HUD has specified that the remainder of the allocation ($3,038,007.85)—after the initial 5% was made available for administrative purposes—will be made available upon submission and approval of the HOME-ARP Allocation Plan.

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

Section 1. The Unified Government Board of Commissioners hereby authorizes the Department of Community Development to complete and submit the HOME-ARP Allocation Plan to HUD.

Section 2. The Mayor/CEO, as the "Chief Executive Officer" for the Unified Government as that term is defined in applicable federal regulations, is hereby authorized to sign and submit the HOME-ARP Allocation Plan and any related certifications and agreements on behalf of the City of Kansas City, Kansas.

Section 3. All other employees and agents of the Unified Government are hereby authorized to implement the HOME-ARP Allocation Plan upon approval by HUD.

Section 4. Effective Date. This resolution shall take effect and be in full force from and after its passage and approval.

APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, THIS _____ DAY OF _________ 2023.

____
Tyrone Garner, Mayor/CEO

Attest:

____
Unified Government Clerk

Approved as to Form:

____
Assistant Counsel

HOME-ARP CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the participating jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing pursuant to 24 CFR 5.151 and 5.152.

Uniform Relocation Act and Anti-displacement and Relocation Plan --It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It will comply with the acquisition and relocation requirements contained in the HOME-ARP Notice, including the revised one-for-one replacement requirements. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42, which incorporates the requirements of the HOME-ARP Notice. It will follow its residential anti-displacement and relocation assistance plan in connection with any activity assisted with funding under the HOME-ARP program.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations and program requirements.

Section 3 --It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

HOME-ARP Certification --It will use HOME-ARP funds consistent with Section 3205 of the American Rescue Plan Act of 2021 (P.L. 117-2) and the CPD Notice: *Requirements for the Use of Funds in the HOME-American Rescue Plan Program*, as may be amended by HUD, for eligible activities and costs, including the HOME-ARP Notice requirements that activities are consistent with its accepted HOME-ARP allocation plan and that HOME-ARP funds will not be used for prohibited activities or costs, as described in the HOME-ARP Notice.

Signature of Authorized Official   Date

Title

HOME-ARP
Allocation Plan

UG Community Development Department

Annual HUD Grants to the UG

Community Development Block Grants: $2,189,834

HOME Investment Partnership Program: $952,956

Emergency Solutions Grants: $195,473

HOME-ARP

- $3,197,903 obligated to the UG by the American Rescue Plan Act
- Provides a rare opportunity to fund brick-and-mortar projects to support those who are experiencing homelessness or housing insecurity
- This program borrows aspects of the HOME and ESG programs however has a separate and distinct set of regulations
- Plan must be submitted to HUD by 3/31/2023
- Funds must be expended by 9/30/2030

HOME-ARP Qualifying Populations

- Homeless (24 CFR 91.5)
- At-risk of Homelessness (24 CFR 91.5)
- Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking, as defined by HUD in the Notice
- Other populations requiring services or housing assistance to prevent homelessness and other populations at greatest risk of housing instability, as defined by HUD in the Notice

Common Barriers to Housing

- Availability
- Affordability
- Livability/Safety
- Discrimination esp. regarding source of income
- History of eviction or criminal conviction
- Access to supportive services (i.e. behavioral health care)
- Access to basic documents

CoC 2021 Point-in-Time Count

	Sheltered		Unsheltered	Total
	Emergency	Transitional		
Total number of households	23	52	66	141
Total number of persons	27	55	68	150
Number of children (under age 18)	4	1	0	5
Number of persons age 18 to 24	2	0	0	2
Number of persons over age 24	21	54	68	143

2021 KCKPD Contacts with Unhoused Persons

	2021 Total Contacts
Total	489
Gender Breakdown	
Female	137
Male	352
Breakdown by Race / Ethnicity	
White	269
Black	188
Asian or Pacific Islander	4
Hispanic or Latino	28

HOME-ARP Eligible Activities

- Development of Non-Congregate Shelter Units
- Supportive Services
- Tenant Based Rental Assistance
- Development of HOME-ARP Rental Housing

HOME-ARP Proposed Activities

Acquisition/Rehabilitation/Construction of Non-congregate Shelter Units

- No lease or payment of rent required
- Each unit must meet habitability standards and contain sanitary facilities
- Operations costs are not eligible under HOME-ARP
- Units may be converted to permanent affordable rental housing after minimum use period (3-10 years) but must serve qualifying populations for 10-15 years total
- Preference will be given to those who are homeless or experiencing DV/SV, etc.

HOME-ARP Proposed Activities

Supportive Services

- Case Management/Staffing Costs
- Financial Assistance in acquiring housing such as deposits, moving costs, first and last months rent, etc.
- Short term rental assistance
- Other stability costs listed in the regulation
- All HOME-ARP qualifying populations could apply for assistance

HOME-ARP Proposed Activities

Non-Profit Capacity Building

- Only non-profit partners undertaking other HOME-ARP activities would be eligible
- Could include salaries of staff, employee training, equipment or supplies, contracts for technical assistance.

Non-profit Operating Support

- **Cannot** be used to support any portion of a HOME-ARP NCS project.
- Only non-profit partners undertaking other HOME-ARP activities would be eligible
- Can be used to support the general operating costs of the agency that are not allocable to other grants or funding sources.

Proposed Budget

Grant reconciliation will occur regularly. Any funds requiring recapture from activities should be placed into Supportive Services fund.

Activity	Amount
Acquisition/Rehab/Development of Non-congregate Shelter Units	**$2,478,113**
Supportive Services*	**$300,000**
Non-Profit Capacity Building (1.5%)	**$50,000**
Non-Profit Operating Support (1.5%)	**$50,000**
UG Administration (10%)	**$319,790**
TOTAL	**$3,197,903**

HOME-ARP Summary

To address the need for homelessness assistance and supportive services, Congress appropriated $5 billion in ARPA funds to be administered through the HOME Investment Partnership Grants program (HOME), pursuant to section 217 of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended (42 U.S.C. 12701 et seq.) ("NAHA") to perform four activities that must primarily benefit qualifying individuals and families who are homeless, at risk of homelessness, or in other vulnerable populations.

This program has been termed HOME-American Rescue Plan or "HOME-ARP" and will be administered by the U.S. Department of Housing and Urban Development (HUD). As a local government or "Participating Jurisdiction" (PJ) that qualifies for regular HOME funding, the Unified Government of Wyandotte County and Kansas City, KS (The UG) will receive $3,197,903 in HOME-ARP funding. In order to receive these funds, the UG must develop and submit a HOME-ARP Allocation Plan to HUD.

Public Engagement

Before developing its plan, the Unified Government consulted with the Continuum of Care serving the jurisdiction's geographic area, homeless and domestic violence service providers, veterans' groups, public housing agencies (PHAs), public agencies that address the needs of the qualifying populations, and public or private organizations that address fair housing, civil rights, and the needs of persons with disabilities, as required. The Unified Government also provided a number of opportunities for the public to provide feedback about HOME-ARP.

Stakeholder Interviews with 30 community experts

Community Survey with 142 responses

4 Community Workshops with 24 participants

28 day Public Comment period for the Draft Allocation Plan

1 Public Hearing

Barriers to Housing as Identified by Service Providers	
Affordability of Housing Housing costs have increased while household incomes cannot keep up, especially in the face of COVID-related economic issues. This aligns with Census Data that shows that many households in Wyandotte County are cost burdened, especially those at lower income levels.	**Quality of Housing** Respondents shared that available housing often has many issues to the point of being unsafe. Respondents who preform Housing Quality Standards (HQS) inspections shared that many housing units do not meet HQS and landlords are often unwilling to bring units up to HQS. Respondents also mentioned that housing is often inaccessible to those with mobility issues.
Landlords are unwilling to work with clients who have past evictions Respondents shared that many landlords are unwilling to work with clients with past evictions. This means eviction prevention and diversion programs could be a critical component to any housing program.	**General Availability of Housing** Respondents shared that there is a general lack of available housing regardless of cost.
Landlords are unwilling to work with clients who have subsidies Respondents shared that many landlords are not willing to work with clients who have subsidies or rental assistance, sometimes due to biases but also due to HQS or other requirements of federal funding. KCMO has a provision that prevents landlords from discriminating against tenants due to their source of payment; a similar policy could help tenants in Wyandotte County.	**Access to Identifying Documents** Respondents shared that many clients lack access to identifying documents which complicates their ability to access services and become housed. KCKPD has recently started a program to provide a path to State documentation for those who have are missing critical documentation. The program has been running for several months and has allowed approximately 167 individuals to receive a verified City ID; 34 people have completed the program to obtain a State ID. About 80% of participants were unhoused but the program has also assisted individuals who are formerly incarcerated, victims of crime and those experiencing other circumstance.

Needs Assessment and Gaps Analysis

The population estimates and unmet needs of qualifying populations show a gap across all population for shelter/housing and supportive services.

- There is a high number of individuals living unsheltered in Kansas City, KS with a severe lack of emergency shelter and transitional shelter units. Development of a low-barrier non-congregate shelter with wrap-around support services could narrow this gap.

> **There are zero low-barrier shelter beds in KCK**

- While there are many agencies providing supportive services to Kansas City, Kansas residents, there are not enough funds to meet all of the needs within the city and there is limited collaboration across agencies and funding streams. Resources are needed to support especially vulnerable populations such as those experiencing interpersonal violence, those living with disabilities and seniors. In addition, there is a need for more mental health and other health services for free or on a sliding fee scale. Mental and physical health are key barriers to housing stability.

- Several trends exist that indicate that Kansas City, KS will continue to experience a loss of affordable housing inventory. To prevent this, the jurisdiction must focus on policies to preserve the city's affordable housing stock and develop diverse new housing options. Trends include high levels of demand for housing due to population growth in the city; increasing home values and median rents over the past 10 years; a shortage in the supply of rental and homeowner housing units affordable to households with incomes below 50% HAMFI; and aging housing stock in need of rehabilitation.

- Federal law requires any LIHTC properties awarded credits after 1989 to maintain affordability for 30 years, although after the first 15 years, owners can leave the program through a relief process. After 30 years (or 15 years if owners are granted regulatory relief), properties can be converted to market-rate units. During the 2022-2026 Five-Year Consolidated Plan, one LIHTC property in Kansas City, Highland Park Townhomes, will age out of the 30-year affordability period. This property has about 126 low-income units.

- According to CHAS estimates, there are 8,975 renter households with incomes under 30% AMI in the city but only 4,430 rental units affordable at that income level. On the other hand, there are 4,565 renter households with incomes of 30% to 50% AMI in the city and 10,665 rental units affordable at that income level. Thus, there is insufficient rental housing for households at the lowest income level. There appears to be a sufficient number of renter units affordable to renter households at 30%-50%, however it is likely that given the gaps in housing for higher income groups that a unit that would be affordable to a low- or moderate-income household may be unavailable to them because it is occupied by a higher-income household. These figures do not take into account unit condition or whether a landlord is willing to rent to a household with a certain income level or rental history, which non-profit service providers shared is a large barrier to housing in Kansas City, KS.

> **4,545 highly subsidized affordable rental units are needed for households with the lowest incomes (<30% Area Median Income)**

Priority Needs Identified for Funding

Each population experiences a number of unmet needs based on the limits of the current service delivery system in Kansas City, KS. The housing and supportive service needs of qualifying populations overlap across populations and are similar to the needs of the low-income population as a whole. The top two priorities include:

1. Low-barrier shelter beds for those experiencing homelessness and fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking: This would include wrap-around supportive services with the goal of transitioning individuals into more stable or permanent housing situations. Beds would need to be low barrier to fill the gap that exists in the current system.

2. Supportive Services for all Qualifying Populations: Supportive services are necessary to ensure that HOME-ARP beneficiaries are able to transitions to or remain in a stable housing situation and address the variety of concerns that may contribute to reoccurring housing instability or chronic homelessness. The types of supportive services needed include: outreach; case management to connect households to mainstream benefits and other resources; health and mental health services; short term financial assistance such as rent, utilities, security deposits and moving costs; eviction diversion and legal assistance.

Budget

Activity	Funding Amount	Percent of Grant	Statutory Limit
Supportive Services	$300,000		
Acquisition and Development of Non-congregate Shelter (NCS)	$2,478,113		
Tenant Based Rental Assistance (TBRA)	$0		
Development of Affordable Rental Housing	$0		
Non-profit Operating Assistance	$50,000	1.5%	5%
Non-profit Capacity Building	$50,000	1.5%	5%
Administration and Planning	$319,790	10%	15%
Total HOME-ARP Allocation	3,197,903		

Contingency: On an annual basis the Unified Government will review expenditures against the budget above. Underperforming line items will be reallocated to Supportive Service activities, as this is one of the greatest needs in the community and supports all Qualifying Populations.

Preferences and Limitations

The UG has determined that establishing "preferences" is necessary to address the needs and gaps previously discussed. A "preference" provides a priority for the selection of applicants who fall into a specific Qualifying Population to receive assistance. A preference permits an eligible applicant that qualifies for a UG-adopted preference to be selected for HOME-ARP assistance before another eligible applicant that does not qualify for a preference. The Unified Government will utilize a formal RFP process to establish specific NCS and Supportive Services projects. If through the RFP process, the UG identifies a project that requires different preferences or limitation than described here, the UG will submit an Amendment to this plan.

The four Qualifying Populations are: (1) those experiencing homelessness, (2) those at-risk of homelessness, (3) those fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, and (4) other populations as defined by HUD.

NCS projects will be designed to give preference to (1) those experiencing homelessness and (2) those fleeing, or attempting to flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking, because the nature of an NCS activity would be to serve those who are unsheltered. If the needs of presenting homeless populations and those fleeing interpersonal violence as defined by HOME-ARP are met, the subrecipient could then serve other Qualifying Populations.

Supportive Services projects will be available to all HOME-ARP qualifying populations.

A "limitation" would exclude certain Qualifying Populations or subpopulations from HOME-ARP activities. The UG will not impose limitations on its HOME-ARP program, because the use of preferences is adequate to accomplish the goals in this Allocation Plan.

UNIFIED GOVERNMENT
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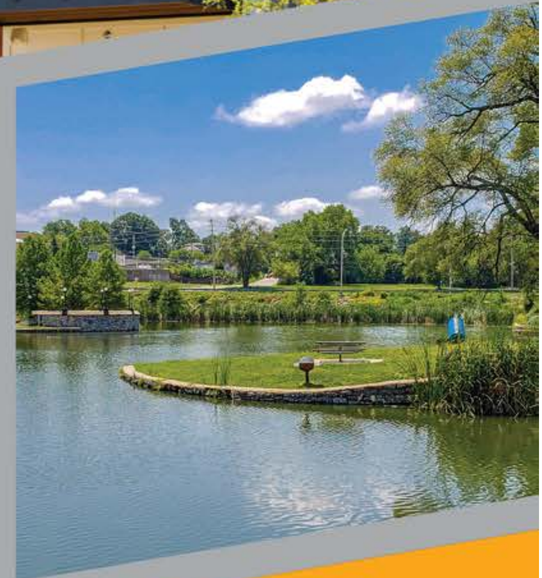

Unified Government of
Wyandotte County & Kansas City, KS

HOME-American Rescue Plan Act Allocation Plan

DRAFT January 2023 | Prepared by the Department of Community Development

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HOME-ARP Overview

On March 11, 2021, President Biden signed the American Rescue Plan Act (ARPA) into law, which provided over $1.9 trillion in relief to address the continued impact of the COVID-19 pandemic on the economy, public health, state and local governments, individuals, and businesses.

To address the need for homelessness assistance and supportive services, Congress appropriated $5 billion in ARPA funds to be administered through the HOME Investment Partnership Grants program (HOME), pursuant to §217 of the Cranston-Gonzalez National Affordable Housing Act of 1990 ("NAHA"), as amended (42 U.S.C. 12701 et seq.) to perform four activities that must primarily benefit qualifying individuals and families who are homeless, at risk of homelessness, or members of other vulnerable populations. These activities include:

- development and support of affordable housing,
- tenant-based rental assistance (TBRA),
- provision of supportive services; and
- acquisition and development of non-congregate shelter units.

This program has been termed HOME-American Rescue Plan (HOME-ARP) and will be administered by the U.S. Department of Housing and Urban Development (HUD). As a local government or "Participating Jurisdiction" (PJ) that qualifies for regular HOME funding, the Unified Government of Wyandotte County and Kansas City, KS (the UG) will receive $3,197,903 in HOME-ARP funding. To receive these funds, the UG must develop and submit this HOME-ARP Allocation Plan to HUD.

This Plan will direct how the UG uses HOME-ARP grant funds. This document is also an application to HUD and is formatted in a manner prescribed by HUD, so HUD may easily review for required materials.

Many terms in this document such as "homeless", "at risk of homelessness", or "affordable housing" refer to a HOME-ARP regulatory definition. It is critical for readers to know that these definitions are specific and may be different from the common interpretation of the term. For more information regarding the HOME-ARP program definitions and rules, please refer to the HOME-ARP Implementing Notice and Fact Sheets found at https://www.hudexchange.info/resource/6480/home-arp-implementation-notice-fact-sheets/.

Consultation

Introduction

Before developing its plan, the Unified Government consulted with the Continuum of Care (COC) serving the jurisdiction's geographic area, homeless and domestic violence service providers, veterans' groups, public housing agencies (PHAs), public agencies that address the needs of the qualifying populations, and public or private organizations that address fair housing, civil rights, and the needs of persons with disabilities, as required.

Summary of the Consultation Process

On December 17th, 2021, the Unified Government sent an electronic survey to local service providers to gather initial feedback for the use of HOME-ARP funds. Eight service providers responded to the survey.

In January 2022, the UG contracted with Mosaic Community Planning to carry out the community engagement necessary for the 2022-2026 Consolidated Plan and Analysis of Impediments to Fair Housing. As a part of the consultation for the other HUD planning processes, Mosaic Community Planning additionally engaged community stakeholders regarding the needs of HOME-ARP qualifying populations. This allowed the UG to view the needs of the community holistically while addressing the requirements of all funding sources. Over 30 organizations attended a one-on-one meeting or group consultation interview. These events were held to allow stakeholders the opportunity to provide insights around HOME-ARP activities and qualifying populations. Those meetings occurred throughout the months of February and March 2022.

List of Consulted Organizations and Feedback Summary:

Agency/Organization		Type of Agency	How was the group consulted?
1	Argentine Betterment Corporation	Civic Leaders	Community Workshop
2	Avenue of Life	Supportive Services- All QP's	Stakeholder Interview
3	Catholic Charities of Northeast Kansas	Supportive Services- All QP's	Stakeholder Interview
4	Central Avenue Betterment Association	Civic Leaders	Stakeholder Interview

5	Community Housing of Wyandotte County	Housing Developer; Supportive Services- At-risk of homelessness and other populations	Stakeholder Interview
6	Cross-Lines Community Outreach	Supportive Services- Homeless and at risk of homelessness QP's	Stakeholder Interview
7	Friends of Yates	Supportive Services- Victims of Domestic Violence; Housing	Stakeholder Interview
8	Greater Kansas City Coalition to End Homelessness	Continuum of Care	Stakeholder Interview
9	Habitat for Humanity of Kansas City	Housing Developer; Supportive Services- at-risk of homelessness, other populations	Stakeholder Interview
10	Hillcrest KC	Supportive Services- All QP's	Stakeholder Interview
11	Hispanic Economic Development Corporation	Civic Leaders	Stakeholder Interview
12	Historic Westheight Neighborhood Association	Civic Leaders	Community Workshop
13	Kansas City Dream Center	Supportive Services- All QP's	Stakeholder Interview
14	Kansas City, Kansas Housing Authority	Public Housing Authority	Stakeholder Interview
15	Kansas City, KS Public Schools McKinney Vento	Education; Supportive Services- All QP's	Stakeholder Interview
16	Kansas Legal Services	Fair Housing, Civil Rights; Legal Services- All QP's	Stakeholder Interview
17	Metro Lutheran Ministry	Housing; Supportive Services- All QP's	Stakeholder Interview
18	Mt. Carmel Redevelopment Corp. Inc	Housing developer; Supportive Services- All QP's	Stakeholder Interview
19	Our Spot KC	Supportive Services- Homeless, children; Housing; Other- LGBTQ	Stakeholder Interview
20	PCs for People	Other- Broadband and Technology access for All QP's	Stakeholder Interview
21	Rosedale Development Association	Civic Leaders	Stakeholder Interview

22	The Hub Argentine	Civic Leaders	Community Workshop
23	The Whole Person	Supportive Services- Persons with Disabilities; Fair Housing; All QP's	Stakeholder Interview
24	Unified Government Board of Commissioners, Districts 6 and 8	Other government- Local	Stakeholder Interview
25	Unified Government Emergency Management Department	Other- Hazard mitigation	Stakeholder Interview
26	Unified Government Planning + Urban Design Department	Other government- Local	Stakeholder Interview, Community Workshop
27	Unified Government Planning Engineering	Other- Hazard mitigation	Stakeholder Interview
28	Unified Government Transportation Department	Other government- Local	Stakeholder Interview
29	United Way of Greater Kansas City	Supportive Services- All QP's	Stakeholder Interview
30	Veteran's Community Project- Kansas City	Veteran Service Provider; All QP's	Stakeholder Interview
31	Wyandotte Economic Development Council	Business Leaders	Stakeholder Interview

Needs identified during consultation meetings about housing and homelessness include:

- Home rehab and repair to keep people in housing, including large repairs (e.g., roofs)
- Increasing access to attainable and affordable housing, including construction of single-family homes
- Infill housing on vacant lots
- Addressing neighborhoods and blocks in a comprehensive manner (e.g., neighborhood development plans)
- Identifying activities that can be catalytic changes on blocks (e.g., "Rock the Block" events, or infrastructure improvements). Undertaking those activities so that other neighbors invest in the block
- More strategic and collaborative housing strategies that include wrap-around services
- Facilitating development through improvement of the UG's online portal experience
- Re-evaluating the permitting process to make it easier to construct/rehabilitate housing
- Improving understanding of UG guidelines and ordinances

- Supporting neighborhood groups to provide renters' rights education and empowerment
- Property tax strategies to keep people housed
- Permanent supportive housing
- Accessibility of housing
- Homelessness prevention and diversion
- Collective impact models to address homelessness
- Homeless housing with supportive services and case management
- Hotel approach to homeless housing (individual rooms)
- Converting a school building, community center or hotel into micro apartments that are closer to move-in ready
- Income-based housing
- Long-term, strategic approach to homelessness rather than a piecemeal approach; incorporate recommendations of the Community Health Improvement Plan Safe and Affordable Housing Task Force into the approach
- Gather data on homelessness, numbers in transitional housing
- Senior housing
- Supporting homeless programs for 16–24-year-old individuals
- Homeownership and renter rights programs
- Require landlords to accept vouchers
- Lack of housing available that is up to code, safe
- Identify organization to teach life skills to tenants
- Assistance with moving to avoid eviction records which is an identified barrier to housing access
- Land trust or fund to improve housing and create transitional housing opportunities
- Gap financing for larger projects
- State match for Low Income Housing Tax Credit (LIHTC)
- New forms of housing- tiny homes, pallet structures

While some priorities and needs discussed by stakeholders during the process of consultation exceed the scope of HOME-ARP, many of the suggestions received can be implemented using other funding sources, such as Community Development Block Grants (CDBG), Emergency Solutions Grants (ESG), HOME Grants, LIHTC (State and Federal), CoC funding sources, etc. The creation of middle- or higher-income housing increases the health of the overall housing market which can limit competition for affordable housing units and reduce barriers for qualifying populations in attaining and maintaining affordable housing.

"Homelessness Needs" and "Housing Affordability and Condition" were priorities in the recently adopted Consolidated Plan. See the 2022-2026 Consolidated Plan for more details about the UG's overarching housing and homelessness needs assessments and five-year plan for other HUD funding sources.

Barriers to Housing Security

Respondents to the consultation survey shared barriers that clients face when resolving homelessness or housing insecurity. The common themes are summarized below in order of frequency.

1. Affordability of housing:

   Housing costs have increased faster than household incomes, especially in the face of COVID-related economic issues. This aligns with Census data that show many households in Wyandotte County are cost burdened, especially those at or below 50% of the Area Median Income (AMI).

2. Quality of housing:

   Respondents shared that available housing often has many issues, including unsafe or hazardous conditions. Respondents who perform Housing Quality Standards (HQS) inspections shared that many housing units do not meet HQS and landlords are often unwilling to provide necessary updates. Respondents also mentioned that housing is often inaccessible to those with mobility issues.

3. Landlords are unwilling to work with clients with past evictions:

   Respondents shared that many landlords are unwilling to work with clients with past evictions. This means eviction prevention and diversion programs could be a critical component to any housing program.

4. General availability of housing:

   Respondents stated that there is a general lack of available housing, regardless of cost.

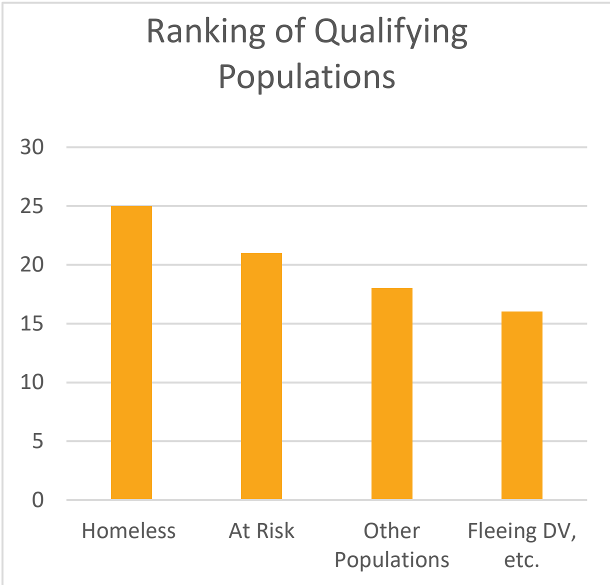
5. Landlords unwilling to work with clients with subsidies:

   Respondents shared that many landlords are not willing to work with clients who have subsidies, such as Housing Choice Vouchers (HCV), or rental assistance; this is sometimes related to prejudice or bias but also due to HQS or other requirements of federal funding. Kansas City, Missouri (KCMO) has a provision that prevents landlords from discriminating against tenants due to their source of payment; a similar policy could help tenants in Wyandotte County.

6. Access to identifying documents:

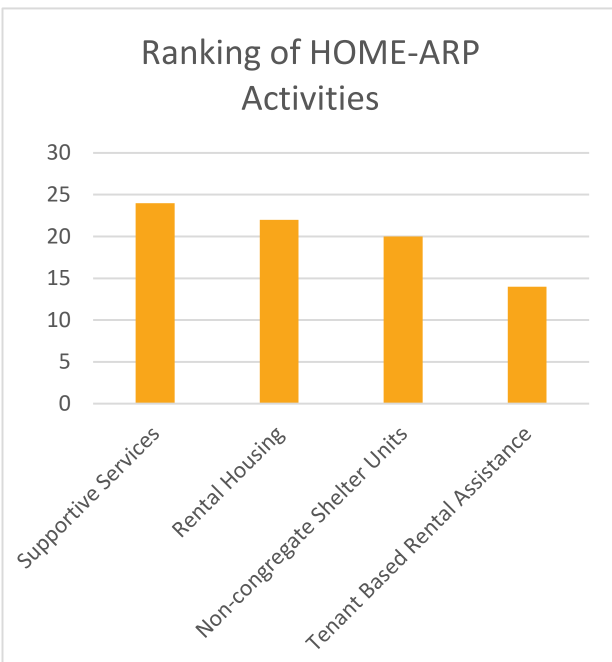
   Respondents shared that many clients lack access to identifying documents which complicates their ability to access services and become housed. Kansas City, Kansas Police Department (KCKPD) has recently started a program to provide a path to State documentation for those who have missing critical documentation. The program has been running for several months and has allowed approximately 167 individuals to receive a verified City ID and 34 people have completed the program to obtain a State ID. About 80% of participants were unhoused but the program has also assisted individuals who are formerly incarcerated, victims of crime and those experiencing other circumstance[1].

[1] Kansas City, KS Police Department



Ranking of Qualifying Populations

Respondents to the consultation survey shared that those fleeing domestic violence (DV) and other types of violence were not "less important" but that those fleeing violence have more resources available and should not be prioritized for HOME-ARP funding. However, that is not supported by the analysis in this plan, which indicates there are not enough resources for those fleeing violence. Additionally, respondents tended to prioritize the qualifying populations that the organization serves, indicating possible organizational bias.



Ranking of Eligible Activities

Although Non-congregate Shelter (NCS) Units, as defined by HOME-ARP were the third highest ranked activity, most respondents commented on the fact that Wyandotte County has zero shelter beds that are low-barrier for single adults who are experiencing homelessness. All respondents shared that supportive services would need to be a critical component of *any* HOME-ARP activity to ensure that clients can transition into a stable housing situation and remain housed. Tenant Based Rental Assistance (TBRA) was the lowest ranked activity.

Public Participation

Introduction

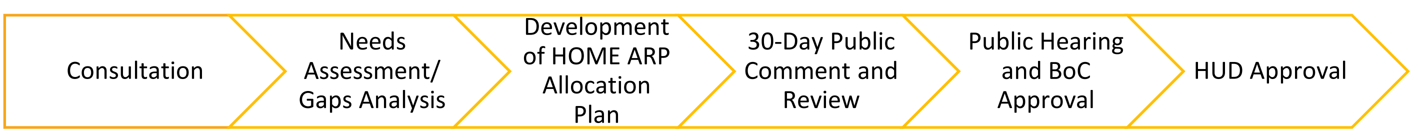
The UG was required to provide for and encourage citizen participation in the development of the HOME-ARP Allocation Plan. Before submission of the plan, the UG must provide residents with reasonable notice and an opportunity to comment on the proposed HOME-ARP Allocation Plan of no less than 15 calendar days. However the UG has opted to hold a citizen review period of 28 days. The UG must follow its adopted requirements for "reasonable notice and an opportunity to comment" for plan amendments in its current Citizen Participation Plan. In addition, UG must hold at least one public hearing during the development of the HOME-ARP allocation plan and prior to submission to HUD.

The UG must consider any comments or views of residents received in writing or orally during the public comment period and public hearing as part of the preparation of the HOME-ARP Allocation Plan.

For the purposes of HOME-ARP, the UG is required to make the following information available to the public:

- The amount of HOME-ARP the PJ will receive
- The range of activities the PJ may undertake

Required Steps for Development and Approval of the HOME-ARP Allocation Plan



Describe the public participation process, including information about and the dates of the public comment period and public hearing held during the development of the plan:

Public Comment Period Dates: January 19th, 2023-February 16th, 2023

Public Hearing Date: February 16th

The public participation process included the required hearing and public comment period of 28 days. The UG was able to leverage additional Consolidated Plan community engagement opportunities to gather public input regarding homelessness services and housing issues during the development of the HOME-ARP Allocation Plan.

Describe any efforts to broaden public participation:

Community Development Workshops: In addition to the required public hearing and public comment period on the draft of the HOME-ARP allocation plan, the Unified Government leveraged four Housing and Community Development workshops that were facilitated during the development of the 2022-2026 Consolidated Plan and Analysis of Impediments to Fair Housing to glean insights about community priorities related to homelessness and housing instability. Three of these workshops occurred via Zoom and one was held in-person. One workshop included live Spanish-language interpretation. Community members were invited to discuss a variety of topics related to housing and housing security, including fair access to housing. 24 community members attended at least one community development workshop.

Community Survey: The UG also hosted a community survey during the months of February and March which gathered input related to a variety of community development needs but included questions around homelessness and housing insecurity. 142 community members participated in the survey.

Summarize the comments and recommendations received through the public participation process:

1. The comments and recommendations received during the four (4) Community Workshops regarding housing and homelessness include:

- Development of affordable, safe, clean housing and small housing on vacant lots
- Housing located near amenities and safe places for children to play- combining affordable housing and community development
- Rehab and repair of housing in Northeast KCK and older neighborhoods, reducing need for demolition (as prioritized in area master plans)
- Infill development
- Improvement of vacant lots; providing incentives for developers to build in older neighborhoods
- Housing types- more rowhouses for homeownership, mixed use development with retail and amenities
- Community acceptance of multifamily housing
- Subsidies or incentives for low-income residents to own homes built on vacant lots
- Grants to incentivize accessory dwelling units
- Assistance paying for homes for residents who agree to move to the community for 10+ years
- Energy efficiency of housing
- Remediation of lead and asbestos
- Updating of water and sewer lines between the home and the public connection
- Testing of homes for lead pipes
- Homelessness prevention/diversion
- More homeless shelters in the Northeast
- Concerns about gentrification as Juniper Gardens is transferred to the Housing Authority
- Balance new development with property tax increases to avoid displacement
- Transitional/permanent supportive housing programs
- Homelessness prevention
- Supportive services/case management

2. The top priorities identified by community survey participants:

<u>Top Housing Needs</u>

- Financial assistance for homeowners to make housing improvements
- Rehabilitation of affordable rental housing/apartments
- Energy efficiency improvements

<u>Top Homeless Needs</u>

- Transitional/permanent supportive housing programs
- Homelessness prevention
- Supportive services/case management

<u>Top Public Service Needs</u>

- Health and mental health services
- Childcare
- Substance abuse/crime prevention
- Youth services/programs

Top Public Facility Needs

- Community centers
- Homeless centers
- Community parks, gyms, and recreational fields

3. The comments received during the public comment period: [To be completed after Public Comment period]
4. The comments received during the public hearing: [To be completed after Public Comment period]

While some priorities and needs discussed by stakeholders during the process of consultation exceed the scope of HOME-ARP, many of the suggestions received can be implemented using other funding sources, such as Community Development Block Grants (CDBG), Emergency Solutions Grants (ESG), HOME Grants, LIHTC (State and Federal), CoC funding sources, etc. The creation of middle- or higher-income housing increases the health of the overall housing market which can limit competition for affordable housing units and reduce barriers for qualifying populations in attaining and maintaining affordable housing.

"Homelessness Needs" and "Housing Affordability and Condition" were both priorities in the recently adopted Consolidated Plan. See the 2022-2026 Consolidated Plan for more details about the UG's overarching housing and homelessness needs assessments and five-year plan for other HUD funding sources.

Summarize any comments or recommendations not accepted and state the reasons why:

All comments and recommendations were accepted and considered in the development of the HOME-ARP Allocation Plan.

Needs Assessment and Gaps Analysis

Introduction

The UG must evaluate the size and demographic composition of qualifying populations within its boundaries and assess the unmet needs of those populations. In addition, the UG must identify any gaps within its current data, including Point-in-Time (PIT) Count, or other data available through the CoC, and consultation with service providers to quantify the individuals and families in the qualifying populations and their need for additional housing, shelter, or services.

Describe the size and demographic composition of qualifying populations within the PJ's boundaries

Homeless populations as defined in 24 CFR 91.5 (1-3):

Pursuant to the HOME-ARP Notice (CPD-21-10), HUD defines "homeless" as an individual or family who lacks a fixed, regular, and adequate nighttime residence; an individual or family who will imminently lose their primary nighttime residence; or unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but are defined as homeless under the Runaway and Homeless Youth Act, the Head Start Act, the Public Health Service Act, the Food and Nutrition Act of 2008, the Child Nutrition Act of 1966, or the McKinney-Vento Homeless Assistance Act. This qualified population is further defined in 24 CFR 91.5 "Homeless" (1-3).

The Greater Kansas City Coalition to End Homelessness (GKCCEH) serves as the CoC lead agency for the area that includes Kansas City/Wyandotte County, Kansas and Kansas City/Independence/Lee's Summit/Jackson County, Missouri. Each year, the GKCCEH directs a PIT count of people experiencing homelessness throughout the region on one night in January. The table below shares results of the PIT count for Kansas City/Wyandotte County in 2021, which identified a total of 150 unhoused individuals and 141 households.

Table 1: 2021 Point-in-Time Count for Kansas City/Wyandotte County CoC[2]

	Sheltered		Unsheltered	Total
	Emergency	Transitional		
Total number of households	23	52	66	141
Total number of persons	27	55	68	150
Number of children (under age 18)	4	1	0	5
Number of persons ages 18 to 24	2	0	0	2
Number of persons over age 24	21	54	68	143

Because most shelter resources in the region are in Missouri, the Kansas City/Wyandotte County PIT data likely underestimates the local need for housing and services. As evidence of the need in the region, the 2021 PIT count for Kansas City/Independence/Lee's Summit/Jackson County, Missouri recorded a total of 1,425 people experiencing homelessness. This count likely includes Kansas City/Wyandotte County residents who went to Missouri to access shelter resources not available in Kansas.

Of the 150 people experiencing homelessness counted in the 2021 PIT count, 15 were chronically homeless (10%). Of those fifteen, most were unsheltered (11), and the remainder (4) were in emergency shelter.

The 2021 PIT count identified eight people in households with at least one adult and one child (three households and 5% of total people experiencing homelessness). Five of these people were children under age 18 and three were adults over age 24. Two the households were in emergency shelter, and one was in transitional housing. The PIT count also identified two unaccompanied youth, both in emergency shelter, but no parenting youth or children of parenting youth.

Twenty unhoused veterans were counted during the 2021 PIT count. Their housing statuses varied, with four in emergency shelter, ten in transitional housing, and six unsheltered. The count did not include any veterans with families with children.

In addition to PIT counts, Kansas City Police Department data indicates the level of need for housing and services for people experiencing homelessness exceeds the PIT estimate. In 2021, the Police Department recorded 489 unduplicated contacts with unhoused persons. The demographics below represent data as collected by the KCKPD.

[2] Greater Kansas City Coalition to End Homelessness (2021). *2021 Point-in-Time Count*. Retrieved from https://gkcceh.org/wp-content/uploads/2021/09/Wyandotte-Report.pdf

Table 2: Homelessness Data from the Kansas City, KS Police Department[3]

	Total Contacts
Total	489
Gender Breakdown	
Female	137
Male	352
Breakdown by Race / Ethnicity	
White	269
Black	188
Asian or Pacific Islander	4
Hispanic or Latino	28

Population At Risk of Homelessness as defined in 24 CFR 91.5:

Pursuant to the HOME-ARP Notice (CPD-21-10), HUD defines those “at risk of homelessness” as individuals and families who have an income below 30% of the area median income (AMI), do not have sufficient resources or support networks to prevent them from becoming homeless, and live with instability (e.g., moving two or more times during the last 60 days due to economic reasons). HUD further defines a child or youth who qualifies as “homeless” under the Runaway & Homeless Youth Act, the Violence Against Women Act, the Public Health Service Act, the Food & Nutrition Act of 2008, or the Child Nutrition Act of 1966, or a child or youth who does not qualify as “homeless” under the McKinney-Vento Act as being at risk of homelessness. This qualified population is further defined at 24 CFR 91.5.

The most fundamental risk factor for homelessness is extreme poverty, leading to unaffordable rents or homeowner costs. Renters with incomes under 30% area median income (AMI) are at increased risk of homelessness, especially if they experience a destabilizing event such as a job loss, reduction in work hours, or medical emergency/condition. The table below shows there are 12,300 households in Kansas, City KS with income below 30% AMI. While homeowner households are not the target of HOME-ARP activities, they are included here to highlight the importance of a housing strategy that includes all sectors of the market.

This data is based on the Comprehensive Housing Affordability Strategy (CHAS) data. CHAS data is a special tabulation of the U.S. Census Bureau’s American Community Survey (ACS) that is largely not available through standard Census products. This special dataset provides counts of the number of households that fit certain combinations of HUD-specified housing needs, HUD-defined income limits (primarily 30, 50, and 80% of AMI), and household types of particular interest to planners and policy makers[4].

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[3] Kansas City, Kansas Police Department

[4] *2013-2017 Comprehensive Housing Affordability Strategy*. Retrieved from https://www.huduser.gov/portal/datasets/cp.html

Table 3: Total Number of Households (Owner and Renter) from CHAS

	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	>100% AMI
Total Households	12,300	9,585	12,475	5,900	14,710
Small Family Households	3,750	3,570	4,985	2,680	7,860
Large Family Households	1,190	1,445	1,630	620	1,300
Household contains at least one person 62-74 years of age	2,385	1,700	2,215	1,375	3,385
Household contains at least one person ages 75 or older	1,240	1,180	1,290	585	745
Households with one or more children 6 years old or younger	2,905	2,620	2,655	1,130	1,500

Table 4 below shows 6,270 renter households with incomes under 30% AMI with a cost burden of greater than 30%— of which 5,025 households have incomes under 30% AMI and severe housing cost burdens over 50%[5]. A household has a cost burden if its monthly housing costs (rent and utilities for renters) exceed 30% of monthly income and severe cost burden if costs exceed 50% of the monthly income. These households are at increased risk of homelessness, compared to households with affordable rents.

Table 4 further shows that there are 5,400 households with income under 30% AMI and severe housing problems making them most at risk for homelessness. Severe housing problems include housing that lacks kitchen or complete plumbing, severe overcrowding, and severe cost burden.

Table 4: Cost Burden (>30%), Severe Cost Burden (>50%), Severe Housing Problems from CHAS

	Renter Households			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS				
Cost Burden	6,270	3,090	1,260	10,620
Severe Cost Burden	5,025	620	55	5,700
Having 1 or more of four housing problems	5,400	895	475	6,835

[5] *2013-2017 Comprehensive Housing Affordability Strategy*. Retrieved from https://www.huduser.gov/portal/datasets/cp.html

Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking, as defined by HUD in the Notice:

Pursuant to the HOME-ARP Notice (CPD-21-10), HUD has defined this population as including any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking. This definition is further defined in the HOME-ARP Notice (CDP-21-10).

The Centers for Disease Control estimates that about 35% of women and 13% of men in Kansas have experienced any contact sexual violence, physical violence, or stalking by an intimate partner in their lifetimes, according to its National Intimate Partner and Sexual Violence Survey State Report released in 2017. Applying these figures to the Kansas City, KS population estimates that about 26,563 women and 9,885 men in Kansas City, KS have experienced any intimate partner violence in their lifetimes. In addition, the National Human Trafficking Hotline received 89 Kansas human trafficking cases reported in 2020[6].

According to the report, *Domestic Violence, Stalking, and Sexual Assault in Kansas*, published in 2020 by the Kansas Bureau of Investigation, there were 1,215 incidents of domestic violence reported that year in Kansas City, KS alone. The Kansas City, Kansas Police Department also reports that there were 1,254 and 1,473 incidents reported in 2019 and 2018 respectively[7].

The 2021 PIT Count included 30 adult survivors of domestic violence, 9 residing in Emergency Shelter, 14 in transitional housing and 7 unsheltered[8]. Because only one shelter resource for this population in the region is in Kansas City, KS, the Kansas City/Wyandotte County PIT data likely underestimate the local need for housing and services, similar to homeless populations.

Other populations requiring services or housing assistance to prevent homelessness and other populations at greatest risk of housing instability, as defined by HUD in the Notice:

Pursuant to the HOME-ARP Notice (CPD-21-10), HUD defines "those at greatest risk of housing instability" as households that have an annual income less than 30% of AMI and are experiencing severe cost burden (i.e., paying more than 50% of monthly household income toward housing costs) or have an income less than 50% of AMI and meets one of the conditions from the definition of "at risk of homelessness" due to an economic hardship.

According to the 2015-2019 ACS five-year estimates, 19.8% of residents in Kansas City, KS are living at or below the poverty level[9]. Low wages, rising rental costs, and the scarcity of

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[6] National Human Trafficking Hotline (2020). Retrieved from https://humantraffickinghotline.org/state/kansas

[7] Kansas Bureau of Investigation (2022). *Domestic Violence, Stalking, and Sexual Assault in Kansas*. Retrieved from https://www.kansas.gov/kbi/stats/docs/pdf/DVStalking%20Rape%202020.pdf

[8] Greater Kansas City Coalition to End Homelessness (2021). *2021 Point-in-Time Count*. Retrieved from https://gkcceh.org/wp-content/uploads/2021/09/Wyandotte-Report.pdf

[9] *2015-2019 American Community Survey*, U.S. Census Bureau

affordable housing for low- and extremely low-income households place vulnerable households at even greater risk for eviction or homelessness. Individuals and families at imminent risk and those who have experienced homelessness and are receiving rapid re-housing assistance often face a myriad of barriers including prior histories of homelessness or eviction, chronic physical or mental disabilities, poor credit, criminal histories, and limited access to additional education or job skills training. The greatest need of formerly homeless families and individuals receiving rapid re-housing assistance is the availability of standard housing that is affordable to households at or below 50% AMI.

For formerly homeless families and individuals nearing the termination of assistance, top needs include increased, sustainable income; access to Social Security disability and other mainstream benefits; linkages to health, mental health, and legal services; access to affordable transportation and childcare; access to transitional and supportive housing programs; and ongoing case management and supportive services. The CHAS data in Table 5 estimates that there are 620 households with incomes >30-50% AMI who experience severe cost burden. Additionally, Table 4 shows that there are 895 households with income 30-50% AMI and severe housing problems making them housing insecure[10].

Identify and consider the current resources available to assist qualifying populations, including congregate and non-congregate shelter units, supportive services, TBRA, and affordable and permanent supportive rental housing:

There are many well-established, non-profit organizations diligently maintaining efforts to address the needs of HOME-ARP qualifying populations in Kansas City, KS along with the area CoC, GKCCEH. These organizations bring crucial funding to the community response by leveraging federal, state, and local government funding, private grants, and other fundraising efforts. Kansas City, KS also has several religious organizations and small non-profit agencies that provide services outside of the Coalition service delivery system.

While most shelter or housing facilities that serve Qualifying Populations located in the Kansas City region are in Missouri, there are several agencies in Wyandotte County that serve persons who are homeless in Kansas, including:

- Avenue of Life, which contracts with Our Spot to operate a facility with 30 beds for youth and young adults, age 18-24
- Friends of Yates, which operates an emergency domestic violence shelter with 38 family and 4 adult beds.
- Metro Lutheran Ministries, which operates 60 units of supportive housing for at-risk and homeless families, prioritizing families with children

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[10] *2013-2017 Comprehensive Housing Affordability Strategy*. Retrieved from https://www.huduser.gov/portal/datasets/cp.html

- Mt. Carmel Redevelopment Corporation, which operates 6 units of transitional housing.
- The Salvation Army, which operates transitional housing units for veterans, along with permanent supportive housing with 24 family beds and 14 adult beds.
- Wyandot Center, which operates 41 permanent supportive housing family beds.

The Unified Government additionally provides funding to organizations for the provision of Emergency Shelter, Rapid Rehousing, and Homelessness Prevention activities through the UG's HUD allocated Emergency Solution Grant (ESG). Given the need in the jurisdiction, the annual amount of ESG received by the UG is woefully insufficient to meet the local needs. The UG also funds the Willa Gill Multi-Service Center with Community Development Block Grant (CDBG) and general funds, which provides hot meals and case management services to those who are homeless.

Federal CARES Act and ARPA funds granted to the State and the Unified Government have been allocated to serve those who are facing economic hardships due to COVID-19 with needs related to housing. However, many resources made available during the COVID-19 health crisis are beginning to dwindle.

The Kansas City, Kansas Housing Authority (KCKHA) provides publicly supported housing options for low-income residents living in Wyandotte County. According to the KCKHA 2022 Annual Plan, the housing authority provides 3,750 total units countywide. Currently, there are 2,108 public housing units and 1,642 tenant-based or project-based housing choice vouchers[11]. The KCKHA acquired the Bonner Springs Housing Authority in July 2021, adding 50 public housing units to its supply. However, the public housing waitlist is 968 applicants, and the housing voucher waitlist is 1,928 applicants, showing a great need for subsidized housing.

2,108 Public Housing Units; 968 Households Wait-listed

1,642 Housing Vouchers; 1,928 Households Wait-listed

1,701 LIHTC Units for low-income households

Additional data from the HUD PIC dataset indicates that 446 public housing households and 243 tenant-based voucher households have an elderly person (over 62 years old). Around 564 public housing households and 316 voucher-holding households have a member with a disability.

The HUD LIHTC database also indicates that there are approximately 2,518 LIHTC units in the city. However, the database indicates that only 1,701 LIHTC remain set aside for low-income households[12].

[11] Retrieved from https://www.kckha.org/wp-content/uploads/2021/10/Annual-Plan-2022.pdf
[12] Retrieved from https://lihtc.huduser.gov/

Describe the unmet housing and service needs of qualifying populations:

Homeless populations as defined in 24 CFR 91.5:

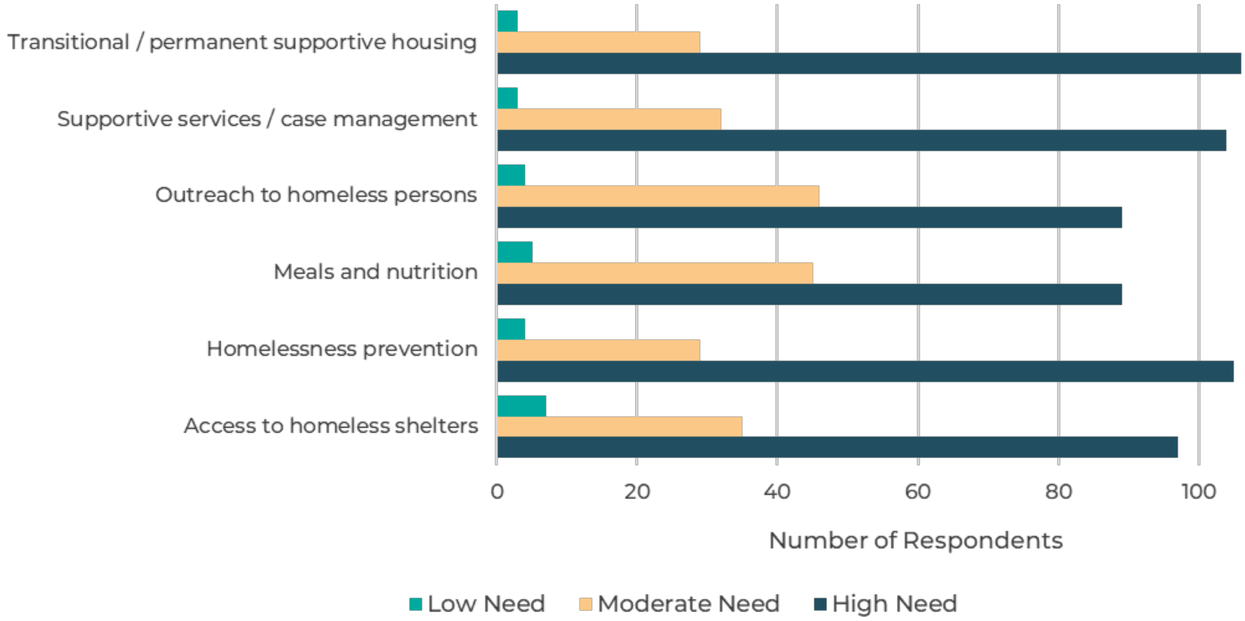
There is no dedicated low-barrier emergency shelter in Wyandotte County for adults who homeless. One organization, Friends of Yates, provides emergency shelter specifically for those experiencing domestic violence.

There is also very little access to transitional or permanent housing with wrap-around services for those experiencing homelessness in Wyandotte County. The facilities that exist mostly serve special populations such as families or youth, so the largest gap exists for adults without children. However, Eileen's Place, a Permanent Supportive Housing (PHS) facility that prioritizes households with children, currently has a waitlist with more than 300 households. This shows that the need is great for all types of housing and services for *all* the HOME-ARP Qualifying populations in Kansas City, KS.

Participants during Consultation and Public Participation indicated that there are many needs related to homelessness in Kansas City, KS including:

- Attainable housing, including housing with convenient transit access
- Rental and utility assistance coupled with education about eviction prevention
- Trauma-informed street outreach
- Non-congregate shelter such as a hotel with a one-stop shop for services
- Permanent supportive housing
- Mental health services
- Case management and supportive staff to assist households in identifying housing and resources
- Tiny houses or container housing
- Housing options or assistance for people leaving prison
- Collaboration with Land Bank to create more affordable housing opportunities
- Development of an overarching strategy to respond to homelessness
- Better balance of resources between Kansas and Missouri

Figure 1- Homeless Needs from the Community Survey:



Population At Risk of Homelessness as defined in 24 CFR 91.5:

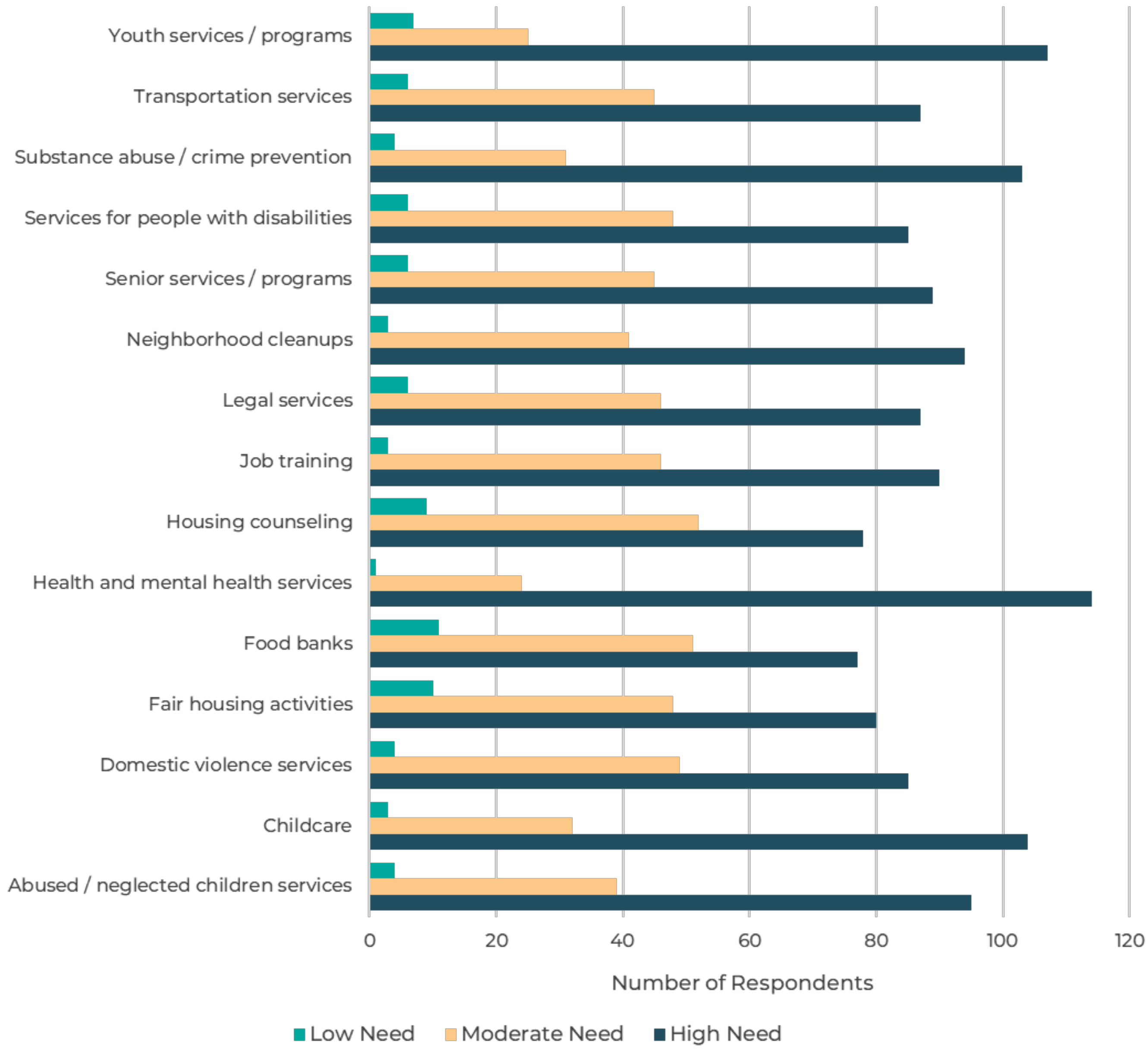
The greatest need identified for populations at risk of homelessness is affordable rental housing and supportive services so that households can remain housed. At "Fair Market Rate", an individual making minimum wage would need to work 78 hours a week to afford a studio apartment and 91 hours a week to afford a one-bedroom apartment in Wyandotte County[13].

Participants during Consultation and Citizen Participation identified the following service needs:

- Senior programs
- Senior transportation assistance
- Family stability programs
- Life skills training/classes
- Literacy programs
- Homeownership preparation and credit restoration assistance
- Fair housing education
- Assistance with accessing technology (internet and cell phone)
- Food access assistance
- Clothing, furniture, and household goods/bedding assistance
- Multilingual services and events

[13] National Low Income Housing Coalition (NLIHC) (2021). *Out of Reach 2021: Kansas. Retrieved from* https://reports.nlihc.org/oor/kansas

Figure 2: Public Service Needs from the Community Survey



Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking, as defined by HUD in the Notice:

Domestic violence is one of the leading causes of homelessness for women and their children. Although safe housing can provide a pathway to freedom, there are many barriers that prevent survivors from obtaining or maintaining safe and affordable housing. Many survivors experience financial abuse, meaning that they have not had access to the family finances, have been prohibited from working, or have had their credit scores destroyed by an abusive partner. Victims may also face discrimination in accessing or maintaining housing, based upon the violent or criminal actions of perpetrators. Additionally, victims are limited in the locations and types of housing they can access because of their unique safety and confidentiality needs, and many housing or homelessness assistance programs have barriers that inadvertently exclude victims of violence.

The greatest need identified for populations Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking is emergency shelter/ affordable rental housing and supportive services specific to this population such as trauma informed therapy and case management. While Friends of Yates operates programming for the those fleeing interpersonal violence, the need for shelter and services often outpaces the organization's capacity.

The Kansas Coalition Against Sexual and Domestic Violence published the state's results for the National Domestic Violence Census held on September 8, 2021, in which 22 out of 22 identified domestic violence programs in Kansas participated. During the 24-hour period, 761 victims were served, 335 of which found refuge in emergency shelter or transitional housing provided by local programs. The survey also identified 81% of unmet requests for services that day were for housing due to lack of available resources[14]. This echoes the shortage of resources specific to Wyandotte County and Kansas City, KS.

Other populations requiring services or housing assistance to prevent homelessness and other populations at greatest risk of housing instability, as defined by HUD in the Notice:

Similar to those at-risk of homelessness, the greatest needs identified for other populations are affordable rental housing and supportive services so that households can remain housed. Cost burden data show that housing affordability needs are particularly severe for renters with incomes under 80% AMI, and in particular for those with incomes under 30% AMI. An estimated 10,620 renter households with incomes below 80% HAMFI are housing cost

[14] Kansas Coalition Against Sexual and Domestic Violence (2021). *Domestic Violence Counts Report.* Retrieved from https://www.kcsdv.org/wp-content/uploads/2022/04/16th-Annual-Domestic-Violence-Counts-Kansas-Summary-FINAL.pdf

burdened or severely housing cost burdened. Renters with incomes of 50% HAMFI and below make up approximately 54% of these cost-burdened renter households[15].

Many funding sources were made available to address housing assistance and affordability during the COVID-19 pandemic and recovery through the Coronavirus Aid and Relief and Economic Security (CARES) Act and ARPA. As these sources of funding begin to wane, there are likely many households who will need further assistance to remain housed. Table 5 illustrates the extreme scope of need related to housing during the COVID-19 pandemic and recovery and the gap that may remain once assistance ends. The Kansas Emergency Rental Assistance (KERA) program has assisted a significant proportion of Wyandotte County households (12,934 households or approximately 21% of households), but that program has announced it will not take new applications because funding is exhausted[16].

Table 5: Summary of Federal COVID-19 and Recovery Housing and Shelter Related Funding

Program Name	Source	Administrative Agency	Funding $
Kansas Eviction Prevention Program	CARES Act- U.S. Treasury	Kansas Housing Resource Center	$795,741
UG CARES Act	CARES Act- U.S. Treasury	UG and United Way of Greater Kansas City	$1,250,000
UG Emergency Solutions Grant- CARES Act*	CARES Act- HUD	UG and local non-profits	$2,391,577
Kansas Emergency Rental Assistance Program	ARPA- U.S. Treasury	Kansas Housing Resource Center	$39,074,591
Kansas Homeowner Assistance Fund*	ARPA- U.S. Treasury	Kansas Housing Resource Center	$3,104,676
ARPA Immediate Needs	ARPA- U.S. Treasury	UG and local non-profits	$1,850,000
ARPA Grant Application*	ARPA- U.S. Treasury	UG and local non-profits	$5,715,458
TOTAL			$54,182,043

* Program is still open

Identify any gaps within the current shelter and housing inventory as well as the service delivery system:

The population estimates and unmet needs of qualifying populations show a gap across all populations for shelter/housing and supportive services. The severe lack of emergency shelter and transitional shelter resources in Kansas City, KS is discussed previously. Development of a low-barrier non-congregate shelter with wrap-around support services could narrow this gap.

While there are many agencies providing supportive services to Kansas City, Kansas residents, there are not enough funds to meet the needs within the city. Resources are needed to support especially vulnerable populations such as those experiencing

[15] *2013-2017 Comprehensive Housing Affordability Strategy*. Retrieved from https://www.huduser.gov/portal/datasets/cp.html
[16] Kansas Housing Resource Center

interpersonal violence, those living with disabilities, and seniors. In addition, there is a need for more mental health and other health services for free or on a sliding fee scale. Mental and physical health are key barriers to housing stability.

Several trends exist that indicate that Kansas City, KS will continue to experience a loss of affordable housing inventory. To prevent this, the jurisdiction must focus on policies to preserve the city's affordable housing stock and develop diverse new housing options. Trends include high levels of demand for housing due to population growth in the city; increasing home values and median rents over the past 10 years; a shortage in the supply of rental and homeowner housing units affordable to households with incomes below 50% HAMFI; and aging housing stock in need of rehabilitation.

Federal law requires any LIHTC properties awarded credits after 1989 to maintain affordability for 30 years, although after the first 15 years, owners can leave the program through a relief process. After 30 years (or 15 years if owners are granted regulatory relief), properties can be converted to market-rate units. During the 2022-2026 Five-Year Consolidated Plan, one LIHTC property in Kansas City— Highland Park Townhomes— will age out of the 30-year affordability period. This property has about 126 low-income units.

According to CHAS estimates, there are 8,975 renter households with incomes under 30% AMI in the city but only 4,430 rental units affordable at that income level. On the other hand, there are 4,565 renter households with incomes of 30% to 50% AMI in the city and 10,665 rental units affordable at that income level. Thus, there is insufficient rental housing for households at the lowest income level. There appears to be a sufficient number of renter units affordable to renter households at 30%-50%, however it is likely that given the gaps in housing for other income groups that a unit that would be affordable to a low- or moderate-income household may be unavailable to them because it is occupied by a higher-income household. These figures do not reflect unit condition or whether a landlord is willing to rent to a household with a certain income level or rental history, which non-profit service providers shared is a large barrier to housing in Kansas City, KS.

Table 6: Rental Housing Affordability Unit Summary

	0-30% AMI (At-risk of homelessness)	>30-50% AMI (Other populations)	>50-80% AMI	>80-100% AMI
# Units affordable to each income level	*4,430*	*10,665*	*8,195*	*675*
Households at each income level	*8,975*	*4,560*	*5,425*	*5,015*
Difference in affordable units and Households	-4,545	6,105	2,770	-4,340

Given the extensive gaps in the current supportive services and shelter and housing inventory, non-profit service providers also require more funding for capacity building and operating expenses to address the needs of Wyandotte County households.

Identify the characteristics of housing associated with instability and an increased risk of homelessness if the PJ will include such conditions in its definition of "other populations" as established in the HOME-ARP Notice:

"Other populations" are individuals or households who meet one of the following definitions:

Other Families Requiring Services or Housing Assistance to Prevent Homelessness: Defined as households (i.e., individuals and families) who have previously been qualified as "homeless" as defined in 24 CFR 91.5, are currently housed due to temporary or emergency assistance, including financial assistance, services, temporary rental assistance or some type of other assistance to allow the household to be housed, and who need additional housing assistance or supportive services to avoid an imminent return to homelessness.

At Greatest Risk of Housing Instability: defined as household who meets either paragraph (1) or (2) below:

(1) has annual income that is less than or equal to 30% of the area median income, as determined by HUD and is experiencing severe cost burden (i.e., is paying more than 50% of monthly household income toward housing costs).

(2) has annual income that is less than or equal to 50% of the area median income, as determined by HUD, AND meets one of the following conditions from paragraph (iii) of the "At risk of homelessness" definition established at 24 CFR 91.5:

> (A) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
>
> (B) Is living in the home of another because of economic hardship;
>
> (C) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;
>
> (D) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals;
>
> (E) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons reside per room, as defined by the U.S. Census Bureau;
>
> (F) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution)

Identify priority needs for qualifying populations:

As discussed in the analysis of unmet needs, each population experiences several unmet needs based on the limits of the current service delivery system in Kansas City, KS. The housing and supportive service needs of qualifying populations overlap across populations and are similar to the needs of the entire low-income population. The top three priorities include:

1. Low-barrier shelter beds for those experiencing homelessness and fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking. This would include wrap-around supportive services with the goal of transitioning individuals into more stable or permanent housing situations. Beds would need to be low barrier to fill the gap that exists in the current system.

2. Supportive Services for all Qualifying Populations. Supportive services are necessary to ensure that HOME-ARP beneficiaries can transition to or remain in a stable housing situation and address the variety of concerns that may contribute to recurring housing instability or chronic homelessness. The types of supportive services needed include outreach; case management to connect households to mainstream benefits and other resources; health and mental health services; short term financial assistance such as rent, utilities, security deposits and moving costs; and eviction diversion and legal assistance.

3. Affordable Rental Housing for all Qualifying Populations. The lack of affordable housing (and dearth of housing options in general), have created a market where many households experience housing cost burdens, especially those at the lowest ends of the income spectrum. This deficit is especially stark for those needing housing that meets certain accessibility standards such as the elderly and those living with disabilities.

Explain how the level of need and gaps in its shelter and housing inventory and service delivery systems based on the data presented in the plan were determined:

Both quantitative and qualitative methods were necessary to determine the needs and gaps within the community. The needs were determined based on a review of available data from the ACS, local CoC, Public Housing Authority, local service providers, the Kansas City, Kansas Police Department, etc. Community stakeholders were then engaged to provide context to the data during the consultation and citizen participation processes. It is clear from the analysis that there are many needs in the community across all HOME-ARP populations and activities. The reality is that this funding source will not meet all of those needs but may provide an opportunity to begin to fill the most severe gaps in the response system.

HOME-ARP Activities

Introduction

HOME-ARP can be utilized to fund a variety of eligible activities, including:

1. Acquisition and development of non-congregate shelter units
2. Supportive services
3. HOME-ARP rental housing
4. Tenant-based rental assistance
5. Non-profit operating and capacity building
6. Administration and planning

More information related to the eligibility of activities can be found in the HOME-ARP Notice (CDP-21-10).

Describe the method for soliciting applications for funding and/or selecting developers, service providers, subrecipients and/or contractors and whether the PJ will administer activities directly

The Unified Government will work with subrecipients to carry out HOME-ARP Non-congregate Shelter and Supportive Service activities to the extent feasible. Subrecipients will be selected through at least one formal RFP process to ensure that organizations have a fair chance to submit proposals for consideration. A formal process will also allow the Unified Government to exercise due diligence in reviewing projects before selection. Projects will be selected based on merit, proposed cost-effectiveness, and proposed impact. Other factors that may be considered include coordination and collaboration with the CoC and other service providers, agency experience doing the same or similar projects, use of evidence-based practice, etc.

No portion of the administrative funding was distributed to a contractor or subrecipient prior to HUD's approval of the City's HOME-ARP Allocation Plan. A small portion of administrative funds have been expended to support UG staff time in compiling the HOME-ARP Allocation Plan.

Use of HOME-ARP Funding

	Funding Amount	Percent of Grant	Statutory Limit
Supportive Services	$300,000		
Acquisition and Development of Non-congregate Shelter Units	$2,418,213		
Tenant Based Rental Assistance (TBRA)	$0		
Development of Affordable Rental Housing	$0		
Non-profit Operating Assistance	$50,000	1.5%	5%
Non-profit Capacity Building	$50,000	1.5%	5%
Administration and Planning	$319,790	10%	15%
Total HOME-ARP Allocation	3,197,903		

Contingency: On an annual basis the UG will review expenditures against the budget above. Underperforming line items will be reallocated to Supportive Service activities, as this is one of the greatest needs in the community and supports all Qualifying Populations.

Describe how the characteristics of the shelter and housing inventory, service delivery system, and the needs identified in the gap analysis provided a rationale for the plan to fund eligible activities:

Unfortunately, the level of funding available through HOME-ARP is not adequate to fund all needs for qualifying populations in Kansas City, KS and thus funding will be allocated to carry out the two most critical needs: acquisition and development of non-congregate shelter units and the provision of supportive services. These needs were prioritized due to the overwhelming lack of shelter units and the needs for supportive service funding to help Qualifying Populations find or maintain stable housing. By using HOME-ARP to fund the development of non-congregate shelter units, the UG reserves the ability to transition units into CoC permanent housing or permanent affordable rental housing, if the need for non-congregate shelter units declines.

Additionally, the UG will fund Non-profit Operating Assistance and Capacity Building to ensure that non-profit HOME-ARP partners have the capacity to successfully carry-out HOME-ARP activities. This is critical given the current gap in capacity of non-profit agencies to address the needs of qualifying populations.

HOME-ARP activities will represent only one part of the Unified Government's overall strategy to increase housing stability in the jurisdiction. See the 2022-2026 Consolidated Plan for more details about the UG's overall housing and homelessness needs assessments and five-year plan for other HUD funding sources.

HOME-ARP Production Housing Goals

Estimate the number of affordable rental housing units for qualifying populations that the PJ will produce or support with its HOME-ARP allocation:

The UG does not intend to use HOME-ARP for this purpose.

Describe the specific affordable rental housing goals that the PJ hopes to achieve and describe how it will address the PJ's priority needs:

The UG does not intend to use HOME-ARP for this purpose.

Preferences and Limitations

Identify whether the PJ intends to give preference to one or more qualifying populations or a subpopulation within one or more qualifying populations for any eligible activity or project:

The UG has determined that establishing "preferences" is necessary to address the needs and gaps previously discussed. A "preference" provides a priority for the selection of applicants who fall into a specific Qualifying Population to receive assistance. A preference permits an eligible applicant who qualifies for a UG-adopted preference to be selected for HOME-ARP assistance before another eligible applicant that does not qualify for a preference. The UG will utilize a formal RFP process to establish specific NCS and Supportive Services projects. If through the RFP process, the UG identifies a project that requires different preferences or limitations than described here, the UG will submit a Substantial Amendment to this plan. Preferences for projects will be applied as described below.

NCS projects will be designed to give preference to those experiencing homelessness and those fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, because the nature of an NCS activity would be to serve those who are unsheltered. If the needs of presenting homeless populations and those fleeing interpersonal violence as defined by HOME-ARP are met, the subrecipient could then serve other Qualifying Populations.

Supportive Services projects will be available to all HOME-ARP qualifying populations.

If a preference was identified, describe how the PJ will use HOME-ARP funds to address the unmet needs or gaps in benefits and services of the other qualifying populations that are not included in the preference:

While NCS units will be designed to give preference to those experiencing homelessness and those fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, Supportive Services projects will be available to all HOME-ARP qualifying populations. This will allow all Qualifying Populations to be eligible for HOME-ARP activities.

The gaps analysis indicates that while there are many *critical* needs in Kansas City, KS, the needs greatly outweigh what can be accomplished with this funding source. HOME-ARP activities will represent only one part of the Unified Government's overall strategy to increase housing stability in the jurisdiction. See the 2022-2026 Consolidated Plan for more details about the UG's overall housing and homelessness needs assessments and five-year plan for other HUD funding sources.

Describe whether the PJ intends to limit eligibility for a HOME-ARP rental housing or NCS project to a particular qualifying population or specific subpopulation of a qualifying population identified in section IV.A of the Notice:

A "limitation" would exclude certain Qualifying Populations or subpopulations from HOME-ARP activities. The UG will not impose limitations on its HOME-ARP program, because the use of preferences is adequate to accomplish the goals in this Allocation Plan.

HOME-ARP Refinancing Guidelines

The Unified Government does not intend to use HOME-ARP funds to refinance existing debt on rental units and therefore does not have any applicable refinancing guidelines.

Appendix 1: Public Engagement Notices [to be added when submitted to HUD]

Appendix 2: HOME-ARP Resolution, Certifications and Grant Forms [To be added when submitted to HUD]

Staff Request for Commission Action

Tracking No. 212232

Full Commission Meeting Date:
Committee: Full Commission

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

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
02/14/2023	Misty Brown	x5067	mbrown@wycokck.org	Administrator's Office

Item Description:

A Resolution amending Section 203 of the Unified Government's Rules of Procedure as directed by the Commission on January 12, 2023, submitted by Misty Brown, Chief Counsel.

This item was previously heard by the Full Commission on January 26, 2023, and remanded back to the standing committee for further action. On February 13, 2023, the Administration and Human Services Standing Committee chaired by Commissioner Angela Markley voted unanimously to approve and fast-track to the full commission.

Action Requested:

Budget Impact: (if applicable)
Amount:
Source:
Included In Budget:
Other (explain):

Attachments List:
Compromise.Resolution.StandingCommitte.ROP.V10

(Published ____________________)

RESOLUTION NO. __________________

A Resolution **amending original Section 203 of the Unified Government Commission Standing Committee Rules of Procedure as codified in Appendix C of the Unified Government Code of Ordinances; and repealing original Section 203 of Appendix C of the Unified Government Commission Standing Committee Rules of Procedure.**

WHEREAS, on December 15, 2022 the Board of Commissioners of the Unified Government of Wyandotte County/ Kansas City, Kansas voted to approve amendments to Sections 202 and 203 of the Unified Government Commission Rules of Procedure; and

WHEREAS, on January 12, 2023, the Unified Government Mayor/CEO notified the Board of Commissioners that he was exercising his right to veto the amendments pursuant to the Unified Government Charter, Charter Ordinance 114, and Section 2-81(7) of the Unified Government Code of Ordinances; and

WHEREAS, no action was taken to override the veto, and the Mayoral veto subsequently held; and

WHEREAS, the Unified Government Mayor/CEO and the Board of Commissioners alternatively and collectively agreed to bring forward an amendment to Section 203 of the Unified Government Commission Standing Committee Rules of Procedure for consideration at the January 26, 2023 meeting of the full Commission; and

WHEREAS, the Commission voted 10-0 on January 12, 2023 to direct the County Administrator to instruct staff to prepare a resolution amending Section 203 of the Unified Government Commission Standing Committee Rules of Procedure as directed in the motion on January 12, 2023 by the full Commission meeting on January 26, 2023; and

WHEREAS, on January 26, 2023 the Commission reviewed a resolution amending Section 203 of the Unified Government Commission Standing Committee Rules of Procedure and voted 10-0 to send the item to the Administration and Human Services Standing Committee for review and consideration on February 13, 2023; and

WHEREAS, on February 13, 2023 the Administration and Human Services Standing Committee reviewed the amendments to Section 203 of the Unified Government Commission Standing Committee Rules of Procedure and voted 4-0 to send an amended version of Section 203 to the Full Commission on February 16, 2023.

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

Section 1. That Section 203 of the Unified Government Commission Rules of Procedure, codified in Appendix C of the Unified Government Code of Ordinances, be and the same are hereby amended to read as follows:

ARTICLE II. STANDING COMMITTEES

Sec. 203. Agenda for meetings.

a. The standing committee chairperson is responsible for recommending action to the full commission concerning standing committee agenda items recommended to the full commission within 30 days of the standing committee's vote to recommend. The recommendation along with any supporting materials, shall be forwarded by the standing committee chairperson to the mayor and administrator~~, with the assistance of the standing committee's staff coordinator~~ for placement on the full commission standing committees' agenda.

b. The mayor ultimately determines the final agenda for the full commission meetings; however, items advanced from standing committee to the full commission may only be returned to the standing committee recommending the action by the mayor one time per item for further consideration, analysis, research, review and/or public input which shall occur at the next regularly scheduled meeting of the standing committee recommending the action. If the standing committee that recommended the action to the full commission again recommends the action to the full commission, the action shall be placed on an agenda at the next regular meeting of the full commission subsequent to any regular meeting, if any, held during the same week as the meeting of the standing committee recommending the items.

c. Any agenda item recommended by a standing committee to the full commission for action shall be ~~presumptively~~ scheduled for action at the next regular meeting of the full commission subsequent to any regular meeting, if any, held during the same week as the meeting of the standing committee recommending the items. Nothing shall prohibit the mayor from exercising the discretion to place emergency or time-sensitive items on any earlier full commission agenda in the interest of the unified government or the public so long as the management of said agenda item does not conflict with paragraph (b) of this Section.

(Res. No. R-58-98, § 2, 6-4-1998)

Section 2. That said original Section 203 of the Unified Government Commission Rules of Procedure as Codified in Appendix C of the Unified Government Code of Ordinances be and the same are hereby repealed.

Section 3. This Resolution shall be in full force and take effect upon adoption.

PASSED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNT/KANSAS CITY, KANSAS, THIS ___ DAY OF ___________, 2023.

Attest:

____
Unified Government Clerk

Staff Request for Commission Action

Tracking No. 211735

Full Commission Meeting Date: 06/09/22
Committee: Full Commission

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

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
01/30/2023	Cheryl Harrison-Lee	x5027	charrison-lee@wycokck.org	Administrator's Office

Item Description:
Update on status of grants and grant process, submitted by Cheryl Harrison-Lee, Interim County Administrator.

For information only.

Action Requested:

Budget Impact: (if applicable)
Amount:
Source:
Included In Budget:
Other (explain):

Attachments List:

Staff Request for Commission Action

Tracking No. 212233

Full Commission Meeting Date: 2/16/2023
Committee: Full Commission

Date of Standing Committee Action: (If none, please explain): Sale of bonds was approved at the Full Commission Meeting held 11/17/22

Publication Required: Yes 2/23/2023

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
02/09/2023	Debbie Jonscher, Alyse Villarreal	x5847, x5273	djonscher@wycokck.org, avillarreal@wycokck.org	Finance

Item Description:
An ordinance authorizing and providing for the issuance of General Obligation Improvement Bonds, Series 2023-A, and a resolution authorizing and directing the sale and delivery of General Obligation Improvement Bonds, Series 2023-A, submitted by Deborah Jonscher, Acting Chief Financial Officer.

Action Requested:
Requesting approval

Budget Impact: (if applicable)
Amount:
Source:
Included In Budget:
Other (explain):

Attachments List:
Bond Ordinance and Resolution GOB 2023-A (UG)

[G.O. BASIC DOCUMENTS]

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 FEBRUARY 16, 2023

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)

The Acting Chief Financial Officer reported that pursuant to the Notice of Bond Sale, bids for the purchase of General Obligation Improvement Bonds, Series 2023-A, of the Unified Government had been received. A tabulation of said bids is set forth as ***EXHIBIT A*** hereto.

The governing body reviewed and considered the bids and it was found and determined that the bid of [PURCHASER NAME], [PURCHASER CITY, STATE], was the best bid for the Bonds, a copy of which is attached hereto as ***EXHIBIT B***.

There was presented an Ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2023-A, OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS; 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.

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: ____.

The Mayor/CEO declared said Ordinance duly passed and the Ordinance was then duly numbered Ordinance No. O-___-23 was signed and approved by the Mayor/CEO and attested by the Clerk, and the Ordinance or a summary thereof was directed to be published one time in the official newspaper of the Unified Government.

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 BONDS, SERIES 2023-A, OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. O-___-23 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.

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: ____.

The Mayor/CEO declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. R-___-23 and was signed by the Mayor/CEO and attested by the Clerk.

* * * * * * * * * * * * * *

(Other Proceedings)

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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

EXHIBIT A

BID TABULATION

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS
GENERAL OBLIGATION IMPROVEMENT BONDS
SERIES 2023-A

EXHIBIT B

BID OF PURCHASER

ORDINANCE NO. O-___-23

OF

THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

PASSED

FEBRUARY 16, 2023

GENERAL OBLIGATION IMPROVEMENT BONDS
SERIES 2023-A

ORDINANCE NO. O-___-23

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2023-A, OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS; 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 K.S.A. 75-6101 *et seq.*, Charter Ordinance No. CO-03-09 of the Issuer, and Article 12, Section 5 of the Constitution of the State of Kansas, as amended, and 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 public improvement projects and legal settlements of 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 governing body of the Unified Government is authorized by law to issue general obligation bonds of the Unified Government to pay a portion of the costs of the Improvements; and

WHEREAS, the governing body of the Unified Government has advertised the sale of the Bonds in accordance with the law and hereby awards the sale of such Bonds to the best bidder.

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

Section 1. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms in this Ordinance shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

"Act" means the Constitution and statutes of the State including K.S.A. 10-101 *et seq.,* K.S.A. 10-620 *et seq.*, K.S.A. 75-6101 *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" means the Unified Government's General Obligation Improvement Bonds, Series 2023-A, dated March 16, 2023, 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 Clerk 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 Notes" means (a) a portion of the Series 2022-I Notes in the aggregate principal amount of $29,990,869.93, and (b) the Series 2022-II Notes in the aggregate principal amount of $12,535,000.

"Series 2022-I Notes" means the Unified Government's Municipal Temporary Notes, Series 2022-I, dated March 24, 2022.

"Series 2022-II Notes" means the Unified Government's Municipal Temporary Notes, Series 2022-II, dated September 8, 2022.

"State" means the State of Kansas.

"Substitute Improvements" means the substitute or additional improvements of the Unified Government authorized in the manner set forth in the Bond Resolution.

"Unified Government" means the Unified Government of Wyandotte County/Kansas City, Kansas.

Section 2. Authorization of the Bonds. There shall be issued and hereby are authorized and directed to be issued the General Obligation Improvement Bonds, Series 2023-A, of the Unified Government in the principal amount of $[PRINCIPAL AMOUNT] for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; (b) pay costs of issuance of the Bonds; and (c) retire the Refunded Notes.

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 are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 4. Terms, Details and Conditions of the Bonds. The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Bond Resolution 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 February 16, 2023 and **APPROVED AND SIGNED** by the Mayor/CEO.

(SEAL)

____

Mayor/CEO

ATTEST:

____

Unified Government Clerk

(PUBLISHED IN THE ***WYANDOTTE ECHO*** ON FEBRUARY ____, 2023)

SUMMARY OF ORDINANCE NO. O-___-23

On February 16, 2023, the governing body of the Unified Government of Wyandotte County/Kansas City, Kansas passed an ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2023-A, OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS; 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 2023-A Bonds approved by the Ordinance are being issued in the principal amount set forth therein to finance certain internal improvements and legal settlements in the Unified Government, and constitute 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. 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: February 16, 2023.

____

Chief Counsel

RESOLUTION NO. R-___-23

OF

THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

ADOPTED

FEBRUARY 16, 2023

GENERAL OBLIGATION IMPROVEMENT BONDS
SERIES 2023-A

TABLE OF CONTENTS

[to be inserted]

RESOLUTION NO. R-___-23

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2023-A, OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. O-___-23 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.

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

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Bond Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

"Act" means the Constitution and statutes of the State including K.S.A. 10-101 *et seq.*, K.S.A. 10-620 *et seq.*, K.S.A. 75-6101 *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 Register" means the books for the registration, transfer and exchange of Bonds kept at the office of the Bond Registrar.

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

"Bond Resolution" means this resolution relating to the Bonds.

"Bonds" or **"Bond"** means the General Obligation Improvement Bonds, Series 2023-A, 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, Acting Clerk or Interim Clerk of the Issuer.

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

"Costs of Issuance" means all costs of issuing the Bonds, including but not limited to all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code, all expenses incurred in connection with receiving ratings on the Bonds, and any premiums or expenses incurred in obtaining municipal bond insurance on the Bonds.

"Dated Date" means March 16, 2023.

"Debt Service Account" means the Debt Service Account for General Obligation Improvement Bonds, Series 2023-A created within the Bond and Interest Fund pursuant to ***Section 501*** hereof.

"Debt Service Requirements" means the aggregate principal payments (whether at maturity or pursuant to scheduled mandatory sinking fund redemption requirements) and interest payments on the Bonds for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

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

"Defeasance Obligations" means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) such obligations are rated in a rating category by Moody's or Standard & Poor's that is no lower than the rating category then assigned by that Rating Agency to United States Government Obligations.

"Derivative" means any investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency, futures contract, including futures, options and collateralized mortgage obligations.

"Disclosure Undertaking" means the Continuing Disclosure Undertaking dated as of the Issue Date relating to certain obligations contained in the SEC Rule.

"DTC" means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns, including any successor securities depository duly appointed.

"DTC Representation Letter" means the Blanket Letter of Representation from the Issuer and the Paying Agent to DTC which provides for a book-entry system, or any agreement between the Issuer and Paying Agent and a successor securities depository duly appointed.

"Event of Default" means each of the following occurrences or events:

(a) Payment of the principal and of the redemption premium, if any, of any of the Bonds shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise;

(b) Payment of any installment of interest on any of the Bonds shall not be made when the same shall become due; or

(c) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Bond Resolution (other than the covenants relating to continuing disclosure requirements contained herein and in the Disclosure Undertaking) on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Owner of any of the Bonds then Outstanding.

"Federal Tax Certificate" means the Issuer's Federal Tax Certificate dated as of the Issue Date, as the same may be amended or supplemented in accordance with the provisions thereof.

"Financeable Costs" means the amount of expenditure for an Improvement which has been duly authorized by action of the governing body of the Issuer to be financed by general obligation bonds, less: (a) the amount of any temporary notes or general obligation bonds of the Issuer which are currently Outstanding and available to pay such Financeable Costs; and (b) any amount of Financeable Costs which has been previously paid by the Issuer or by any eligible source of funds unless such amounts are entitled to be reimbursed to the Issuer under State or federal law.

"Fiscal Year" means the twelve month period ending on December 31.

"Funds and Accounts" means funds and accounts created pursuant to or referred to in ***Section 501*** hereof.

"Improvement Fund" means the Improvement Fund for General Obligation Improvement Bonds, Series 2023-A created pursuant to ***Section 501*** hereof.

"Improvements" means the following improvements and any Substitute Improvements:

ACD	**Project Name**	**Improvement Fund Deposit***
9410321	Annual Concrete Repair Program, 2021	$787,008.32
9410821	Neighborhood ADA Pedestrian Handicapped Ramps, 2021	405,908.37
9411022	Annual R/R Crossing Improvement, 2022	150,000.00
9411122	Annual Pavement Preservation Program, 2022	2,428,906.64
9430119	Annual Priority Traffic Signal Replacements, 2019	812,820.76
9430122	Annual Priority Traffic Signal Replacements, 2022	811,816.71
9698096	Turner Fire Station #16	9,438,536.80
9701027	47th Street Complete Street Improvements, Rainbow to Mission	710,339.63
9703037	Safe Routes to Schools-Phase G (Northwest Middle and Caruthers Elem.)	441,980.79
9647827	McIntyre Settlement	12,571,510.79
9622169	Bridge #223 (36th and Ohio Ave.) Replacement	36,597.92
9622170	Bridge #210 (18th St.) over Turkey Creek	51,723.56
9701054	Fiber Connectivity Projects	609,170.76
9636056	Wolcott Expansion/Conner Creek	12,280,773.69
9636039	Relocation of Sewer Maintenance Facilities	517,236.26
9636131	Pump Station 18, 5, 4 Upgrade	1,116,249.47
9636048	Green Infrastructure Improvements	70,762.62
9450221	Stream Bank Stabilization Improvements, 2021	101,480.58

	Total	**$43,522,823.67__**

* *Excludes $__________ to be used to pay 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, 2024.

"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:

[PURCHASER NAME]
[PURCHASER CITY, STATE]

(d) To the Rating Agency(ies):

Moody's
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 Issuer's Official Statement relating to the Bonds.

"Ordinance" means Ordinance No. O-___-23 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.

"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 principal amount of the Bonds plus accrued interest to the date of delivery, plus a [net] premium of $[______________], less an underwriting discount of $[________].

"Purchaser" means [PURCHASER NAME], [PURCHASER CITY, STATE], 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 Bonds, Series 2023-A created pursuant to ***Section 501*** hereof.

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

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

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

"Refunded Notes" means collectively (a) a portion of the Series 2022-I Notes in the aggregate principal amount of $29,990,869.93, and (b) the Series 2022-II Notes in the aggregate principal amount of $12,535,000.

"Refunded Notes Paying Agent" means the respective paying agent for each series of the Refunded Notes as designated in the respective Refunded Notes Resolution, and any successor or successors at the time acting as paying agent for any of the Refunded Notes.

"Refunded Notes Redemption Date" means (a) with respect to the Series 2022-I Notes, April 1, 2023; and (b) with respect to the Series 2022-II Notes, March 17, 2023.

"Refunded Notes Resolution" means each resolution which authorized the Refunded Notes.

"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 2022-I Notes" means the Unified Government's Municipal Temporary Notes, Series 2022-I, dated March 24, 2022.

"Series 2022-II Notes" means the Unified Government's Municipal Temporary Notes, Series 2022-II, dated September 8, 2022.

"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.

[**"20__ Term Bonds"** means the Bonds scheduled to mature in the year 20__.

"20__ Term Bonds" means the Bonds scheduled to mature in the year 20__.

"Term Bonds" means collectively the 20__ Term Bonds and the 20__ Term Bonds.]

“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 a portion of the costs of the Improvements; (b) pay Costs of Issuance; and (c) retire the Refunded Notes.

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 August 1	Principal Amount	Annual Rate of Interest	Stated Maturity August 1	Principal Amount	Annual Rate of Interest
2024			2034		
2025			2035		
2026			2036		
2027			2037		
2028			2038		
2029			2039		
2030			2040		
2031			2041		
2032			2042		
2033			2043		

[TERM BONDS

Stated Maturity August 1	Principal Amount	Annual Rate of Interest
20__	__	

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, electronic, or facsimile signature of the Mayor/CEO, attested by the manual, electronic, or facsimile signature of the Clerk, and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor/CEO and Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and to cause the Bonds to be registered in the office of the Clerk, which registration shall be evidenced by the manual, electronic, or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual, electronic or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Mayor/CEO and Clerk are hereby authorized and directed to prepare and execute the Bonds as herein specified, and when duly executed, to deliver the Bonds to the Bond Registrar for authentication.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as ***EXHIBIT A*** hereof, which shall be manually executed by an authorized officer or employee of the Bond Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Bond Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Bond Registrar. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Bond Resolution. Upon authentication, the Bond Registrar shall deliver the Bonds to the Purchaser upon instructions of the Issuer or its representative.

Section 208. Mutilated, Lost, Stolen or Destroyed Bonds. If (a) any mutilated Bond is surrendered to the Bond Registrar or the Bond Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Issuer and the Bond Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Bond Registrar that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Bond Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Issuer, in its discretion, may pay such Bond instead of issuing a new Bond.

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

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

Section 209. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

Section 210. Book-Entry Bonds; Securities Depository. The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Bonds, except in the event the Bond Registrar issues Replacement Bonds as provided in this Section. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Bond Registrar authenticates and delivers Replacement Bonds to the Beneficial Owners as described in the following paragraph.

The Issuer may decide, subject to the requirements of the Operational Arrangements of DTC (or a successor Securities Depository)**,** and the following provisions of this section to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository):

(a) If the Issuer determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds; or

(b) if the Bond Registrar receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, then the Bond Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Bond Registrar shall register in the name of and authenticate and deliver Replacement Bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Bond Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Bond Registrar, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the Issuer, the Bond Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Bond Registrar shall authenticate and cause delivery of Replacement Bonds to Owners, as provided herein. The Bond Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Bonds. The cost of printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the Issuer.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Bond Registrar receives written evidence satisfactory to the Bond Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Bond Registrar upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in an Authorized Denominations and form as provided herein.

Section 211. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Bond Resolution or on, or with respect to, said Bond. If any Bond is not presented for payment within four (4) years following the date when such Bond becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 212. Preliminary and Final Official Statement. For the purpose of enabling the Purchaser to comply with the requirements of Section (b)(1) of the SEC Rule, the Issuer hereby deems the information regarding the Issuer contained in the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by Section (b)(1) of the SEC Rule, and the appropriate officers of the Issuer are hereby authorized, if requested, to provide the Purchaser a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of the SEC Rule.

The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor/CEO and acting 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. The sale of the Bonds to the Purchaser is hereby approved and confirmed. The Mayor/CEO and Clerk are hereby authorized to execute the official bid form submitted by the Purchaser. Delivery of the Bonds shall be made to the Purchaser on the Issue Date (which shall be as soon as practicable after the adoption of this Bond Resolution), upon payment of the Purchase Price.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption by Issuer.

Optional Redemption. At the option of the Issuer, Bonds maturing on August 1 in the years 2033, and thereafter, will be subject to redemption and payment prior to their Stated Maturity on August 1, 2032, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the Redemption Date.

[***Mandatory Redemption.*** (a) *20__ Term Bonds*. The 20__ Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in ***Article IV*** hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on August 1 in each year, the following principal amounts of such 20__ Term Bonds:

Principal Amount	Year
$	20__
	20__*

*Final Maturity

(b) *20__ Term Bonds*. The 20__ Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in ***Article IV*** hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on August 1 in each year, the following principal amounts of such 20__ Term Bonds:

Principal Amount	**Year**
$	20__
	20__*

____
*Final Maturity

At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the Issuer may: (1) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate principal amount desired; or (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Term Bonds subject to mandatory redemption on said mandatory Redemption Date from any Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical; or (3) receive a credit with respect to the mandatory redemption obligation of the Issuer under this Section for any Term Bonds subject to mandatory redemption on said mandatory Redemption Date which, prior to such date, have been redeemed (other than through the operation of the mandatory redemption requirements of this subsection) and cancelled by the Paying Agent and not theretofore applied as a credit against any redemption obligation under this subsection. Each Term Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the Issuer to redeem Term Bonds of the same Stated Maturity on such mandatory Redemption Date, and any excess of such amount shall be credited on future mandatory redemption obligations for Term Bonds of the same Stated Maturity as designated by the Issuer, and the principal amount of Term Bonds to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the Issuer intends to exercise any option granted by the provisions of clauses (1), (2) or (3) above, the Issuer will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with, with respect to such mandatory redemption payment.]

Section 302. Selection of Bonds to be Redeemed. Bonds shall be redeemed only in an Authorized Denomination. When less than all of the Bonds are to be redeemed and paid prior to their Stated Maturity, such Bonds shall be redeemed in such manner as the Issuer shall determine. Bonds of less than a full Stated Maturity shall be selected by the Bond Registrar in a minimum Authorized Denomination of principal amount in such equitable manner as the Bond Registrar may determine.

In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than a minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption a minimum Authorized Denomination of face value shall be treated as though it were a separate Bond of the denomination of a minimum Authorized Denomination. If it is determined that one or more, but not all, of a minimum Authorized Denomination of face value represented by any Bond is selected for redemption, then upon notice of intention to redeem a minimum Authorized Denomination, the Owner or the Owner's duly authorized agent shall forthwith present and surrender such Bond to the Bond Registrar: (1) for payment of the Redemption Price and interest to the Redemption Date of a minimum Authorized Denomination of face value called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of a minimum Authorized Denomination of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption. In the event the Issuer desires to call the Bonds for redemption prior to maturity, written notice of such intent shall be provided to the Bond Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Bond Registrar shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Bond Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. [The foregoing provisions of this paragraph shall not apply in the case of any mandatory redemption of Term Bonds hereunder, and Term Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the Issuer and whether or not the Paying Agent holds moneys available and sufficient to effect the required redemption.]

Unless waived by any Owner of Bonds to be redeemed, if the Issuer shall call any Bonds for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its intention to call and pay said Bonds to the Bond Registrar. In addition, the Issuer shall cause the Bond Registrar to give written notice of redemption to the Owners of said Bonds. Each of said written notices shall be deposited in the United States first class mail not less than 30 days prior to the Redemption Date.

All official notices of redemption shall be dated and shall contain the following information:

(a) the Redemption Date;

(b) the Redemption Price;

(c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;

(d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and

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

The failure of any Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on such Redemption Date.

For so long as the Securities Depository is effecting book-entry transfers of the Bonds, the Bond Registrar shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of the Securities Depository or a

Participant, or failure on the part of a nominee of a Beneficial Owner of a Bond (having been mailed notice from the Bond Registrar, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

In addition to the foregoing notice, the Issuer shall provide such notices of redemption as are required by the Disclosure Undertaking. Further notice may be given by the Issuer or the Bond Registrar on behalf of the Issuer as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed:

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the CUSIP numbers of all Bonds being redeemed; (2) the date of issue of the Bonds as originally issued; (3) the rate of interest borne by each Bond being redeemed; (4) the maturity date of each Bond being redeemed; and (5) any other descriptive information needed to identify accurately the Bonds being redeemed.

(b) Each further notice of redemption shall be sent at least one day before the mailing of notice to Owners by first class, registered or certified mail or overnight delivery, as determined by the Bond Registrar, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(c) Each check or other transfer of funds issued for the payment of the Redemption Price of Bonds being redeemed shall bear or have enclosed the CUSIP number of the Bonds being redeemed with the proceeds of such check or other transfer.

The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the State or the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

ARTICLE IV

SECURITY FOR BONDS

Section 401. Security for the Bonds. The Bonds shall be general obligations of the Issuer payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, 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 Bonds, Series 2023-A; and

(b) Debt Service Account for General Obligation Improvement Bonds, Series 2023-A (within the Bond and Interest Fund); and

(c) Rebate Fund for General Obligation Improvement Bonds, Series 2023-A.

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 Debt Service Account.

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

Section 503. Application of Moneys in the Improvement Fund. Moneys in the Improvement Fund shall be used for the sole purpose of: (a) paying the costs of the Improvements, in accordance with the plans and specifications therefor approved by the governing body of the Issuer and on file in the office of the Clerk, including any alterations in or amendments to said plans and specifications deemed advisable and approved by the governing body of the Issuer; (b) paying interest on the Bonds during construction of the Improvements; (c) paying Costs of Issuance; (d) retiring the Refunded Notes on the respective Refunded Notes Redemption Date; and (e) transferring any amounts to the Rebate Fund required by this ***Article V***.

Upon completion of the Improvements, any surplus remaining in the Improvement Fund shall be deposited in the Debt Service Account.

Section 504. Substitution of Improvements; Reallocation of Proceeds.

(a) The Issuer may elect for any reason to substitute or add other public improvements to be financed with proceeds of the Bonds provided the following conditions are met: (1) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been duly authorized by the governing body of the Issuer in accordance with the laws of the State; (2) a resolution or ordinance authorizing the use of the proceeds of the Bonds to pay the Financeable Costs of the Substitute Improvement has been duly adopted by the governing body of the Issuer pursuant to this Section; (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 Resolution R-54-22/Ordinance No. O-132-22 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 R-54-22/Ordinance No. O-132-22 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 which has a main or branch office located in the Issuer. All such depositaries 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, acting chief financial officer of the Issuer and Clerk are hereby authorized and directed to execute the Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. The Issuer will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

Section 802. Survival of Covenants. The covenants contained in this Article and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to ***Article VII*** hereof or any other provision of this Bond Resolution until such time as is set forth in the Federal Tax Certificate.

ARTICLE IX

CONTINUING DISCLOSURE REQUIREMENTS

Section 901. Disclosure Requirements. The Mayor/CEO and Clerk are hereby authorized and directed to execute the Disclosure Undertaking in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, the provisions of which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

Section 902. Failure to Comply with Continuing Disclosure Requirements. In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section. Notwithstanding any other provision of this Bond Resolution, failure of the Issuer to comply with its covenants contained in the preceding section shall not be considered an Event of Default under this Bond Resolution.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1001. Annual Audit. Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the governing body of the Issuer shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Bond Resolution, the Issuer shall promptly cure such deficiency.

Section 1002. Amendments. The rights and duties of the Issuer and the Owners, and the terms and provisions of the Bonds or of this Bond Resolution, may be amended or modified at any time in any respect by ordinance or resolution of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

(a) extend the maturity of any payment of principal or interest due upon any Bond;

(b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Bond;

(c) permit preference or priority of any Bond over any other Bond; or

(d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Bond Resolution.

Any provision of the Bonds or of this Bond Resolution may, however, be amended or modified by ordinance or resolution duly adopted by the governing body of the Issuer at any time in any legal respect with the written consent of the Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Bond Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to more precisely identify the Improvements, to reallocate proceeds of the Bonds among Improvements, to provide for Substitute Improvements, to conform this Bond Resolution to the Code or future applicable federal law concerning tax-exempt obligations, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

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 in this Bond Resolution may be conducted, and documents related to the Bonds may be sent, received, executed, and stored, by electronic means or transmissions. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1006. Further Authority. The officers and officials of the Issuer, including the Mayor/CEO 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 February 16, 2023.

(SEAL)

____
Mayor/CEO

ATTEST:

____
Unified Government Clerk

EXHIBIT A
(FORM OF BONDS)

REGISTERED	**REGISTERED**
NUMBER R-__	**$**

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

UNITED STATES OF AMERICA STATE OF KANSAS
COUNTY OF WYANDOTTE
UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS
GENERAL OBLIGATION IMPROVEMENT BOND
SERIES 2023-A

Interest Rate:	**Maturity Date:**	**Dated Date: March 16, 2023**	**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, 2024 (the "Interest Payment Dates"), until the Principal Amount has been paid.

Method and Place of Payment. The principal or redemption price of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the "Paying Agent" and "Bond Registrar"). The interest payable on this Bond on any Interest Payment Date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Bond Registrar at the close of business on the Record Date(s) for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of $500,000 or more in aggregate principal amount of Bonds by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Bonds shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Bond Resolution.

Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Bond Resolution.

Authorization of Bonds. This Bond is one of an authorized series of Bonds of the Issuer designated "General Obligation Improvement Bonds, Series 2023-A," 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. 10-620 *et seq*., K.S.A. 75-6101 *et seq.*, Charter Ordinance No. CO-03-09 of the Issuer, and Article 12, Section 5 of the Constitution of the State of Kansas, as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

General Obligations. The Bonds constitute general obligations of the Issuer payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, 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 subject to redemption prior to maturity, as set forth in the Bond Resolution.

Book-Entry System. The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Bond Resolution. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Bond Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Bond, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest, and any redemption premium payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Bond Registrar will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Bond shall be made in accordance with existing arrangements among the Issuer, the Bond Registrar and the Securities Depository.

Transfer and Exchange. EXCEPT AS OTHERWISE PROVIDED IN THE BOND RESOLUTION, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. This Bond may be transferred or exchanged, as provided in the Bond Resolution, only on the Bond Register kept for that purpose at the principal office of the Bond Registrar, upon surrender of this Bond, together with a written instrument of transfer or authorization for exchange satisfactory to the Bond Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond or Bonds in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Bond Resolution and upon payment of the charges therein prescribed. The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Bonds and the cost of a reasonable supply of bond blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Bonds are issued in fully registered form in Authorized Denominations.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the 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, electronic, or facsimile signature of its Mayor/CEO and attested by the manual, electronic, or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

[(Facsimile Seal)]

By: (facsimile)
Mayor/CEO

ATTEST:

By: (facsimile)
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of a series of General Obligation Improvement Bonds, Series 2023-A, of the Unified Government of Wyandotte County/Kansas City, Kansas, described in the within-mentioned Bond Resolution.

Registration Date ____________________

Office of the State Treasurer,
Topeka, Kansas,
as Bond Registrar and Paying Agent

Registration Number _________________

By ________________________________

CERTIFICATE OF CLERK

STATE OF KANSAS)
) SS.
COUNTY OF WYANDOTTE)

The undersigned, Clerk of the Unified Government of Wyandotte County/Kansas City, Kansas, does hereby certify that the within Bond has been duly registered in my office according to law as of March 16, 2023.

WITNESS my hand and official seal.

(Facsimile Seal)

By: (facsimile)
Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

STEVEN JOHNSON, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Bond has been filed in the office of the State Treasurer, and that this Bond was registered in such office according to law on _________________, 2023.

WITNESS my hand and official seal.

(Seal)

By: ______________________________________
Treasurer of the State of Kansas

BOND ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer to

____

(Name and Address)

____

(Social Security or Taxpayer Identification No.)

the Bond to which this assignment is affixed in the outstanding principal amount of $____________, standing in the name of the undersigned on the books of the Bond Registrar. The undersigned do(es) hereby irrevocably constitute and appoint______________________as agent to transfer said Bond on the books of said Bond Registrar with full power of substitution in the premises.

Dated ______________________

____
Name

____

Social Security or
Taxpayer Identification No.

____

Signature (Sign here exactly as name(s)
appear on the face of Certificate)

Signature guarantee:

By _______________________________________

LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of such Bonds:

GILMORE & BELL, P.C.
Attorneys at Law
2405 Grand Boulevard
Suite 1100
Kansas City, Missouri 64108

(PRINTED LEGAL OPINION)

Staff Request for Commission Action

Tracking No. 212234

Full Commission Meeting Date: 2/16/23
Committee: Full Commission

Date of Standing Committee Action: (If none, please explain): Sale of notes was approved at the Full Commission Meeting held 11/17/22

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
02/09/2023	Debbie Jonscher, Alyse Villarreal	x5847, x5273	djonscher@wycokck.org, avillarreal@wycokck.org	Finance

Item Description:
A resolution authorizing and directing the issuance, sale and delivery of Municipal Temporary Notes, Series 2023-I, presented by Deborah Jonscher, Acting Chief Financial Officer.

Action Requested:
Requesting approval

Budget Impact: (if applicable)
Amount:
Source:
Included In Budget:
Other (explain):

Attachments List:
Note Resolution - GOTN 2023-I (UG)

[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 FEBRUARY 16, 2023

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)

The acting Chief Financial Officer reported that pursuant to the Notice of Note Sale, bids for the purchase of Municipal Temporary Notes, Series 2023-I, of the Unified Government had been received. A tabulation of said bids is set forth as ***EXHIBIT A*** hereto.

The governing body reviewed and considered the bids and it was found and determined that the bid of [Name of Purchaser], [Purchaser City, State], was the best bid for the Notes, a copy of which is attached hereto as ***EXHIBIT B***.

There was presented a Resolution entitled:

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF MUNICIPAL TEMPORARY NOTES, SERIES 2023-I, 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 said 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, the vote being as follows:

Yea: ____

Nay: ____.

The Mayor/CEO declared the Resolution duly adopted and the Resolution was then duly numbered Resolution No. R-___-23 and was signed by the Mayor/CEO and attested by the Clerk.

* * * * * * * * * * * * * * *

(Other Proceedings)

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)

____
Unified Government Clerk

EXHIBIT A

BID TABULATION

EXHIBIT B

BID OF PURCHASER

RESOLUTION NO. R-[__]-23

OF

THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

ADOPTED

FEBRUARY 16, 2023

MUNICIPAL TEMPORARY NOTES
SERIES 2023-I

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RESOLUTION NO. R-[__]-23

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF MUNICIPAL TEMPORARY NOTES, SERIES 2023-I, 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 (collectively the "Improvements") to be made in the Unified Government, to-wit:

ACD	Project Name	Improvement Fund Deposit*
9410322	Annual Concrete Repair Program, 2022	$507,385.44
9410822	Annual Neighborhood ADA Pedestrian Handicapped Ramps, 2022	800,000.00
9410823	Annual Neighborhood ADA Pedestrian Handicapped Ramps, 2023	5,000.00
9410922	Fairfax Industrial Area Improvements, 2022	100,000.00
9411020	Annual R/R Crossing Improvement, 2020	152,215.64
9411222	Annual Alley Improvement Program, 2022	304,431.26
9420119	Annual Bridge Repair, 2019	201,477.07
9420121	Annual Bridge Repair, 2021	304,431.26
9420122	Annual Bridge Repair, 2022	5,000.00
9430120	Annual Priority Traffic Signal Replacements, 2020	401,263.66
9430121	Annual Priority Traffic Signal Replacements, 2021	405,908.37
9480122	Annual Elevator Upgrades, 2022	500,000.00
9480222	Annual Facilities/Parking Annual Maintenance & Repair, 2022	710,339.63
9480223	Annual Facilities/Parking Annual Maintenance & Repair, 2023	5,000.00
9480320	Annual ADA Modif-UG Facilities, 2020	100,777.63
9480321	Annual ADA Modif-UG Facilities, 2021	100,000.00
9480322	Annl ADA Modif-UG Facilities, 2022	100,000.00
9622141	Holiday Drive Bridge Replacements	5,000.00
9622169	Bridge #223 (36th and Ohio Ave.) Replacement	375,000.00
9622170	Bridge #210 (18th St.) over Turkey Creek	100,000.00
9698176	City Hall Structure and Stabilization	5,574,181.37
9698013	Maintenance Facility Quarter Master Project	1,500,000.00
9698085	Fire Station #20	1,000,000.00
9698228	PDHQ Chiller	1,750,000.00

9701054	Fiber Connectivity Projects	406,113.84
9701072	6th St. Improvements, Ann Ave. to Central Ave.	103,447.09
9701073	7th St./US-69 and Central Ave. Reconstruction	375,465.24
9701609	Hutton & Leavenworth Road Intersection	862,555.26
9701618	Hutton & Donahoo Rd Intersection Improvements	351,321.77
9714425	WyCo Lake Waterline Study & Repair	361,471.11
9701059	Fairfax Trafficway	800,000.00
9636039	Relocation of Sewer Maintenance Facilities	7,000,000.00
9636045	Kaw Point Bio Solids Digestion	8,059,088.97
9636131	Pump Station 18, 5, 4 Upgrade	502,585.14
9636132	Pl 20 & 3 Equipment and Structural Rehab	750,000.00
9636354	Annual Monitoring and Control Improvements, 2018-2020	1,500,000.00
9460622	Annual Monitoring and Control Improvements, 2022	500,000.00
9636311	Annual Overflow CSO Reduction Program, 2021-2022	1,014,772.24
9460521	Annual Sanitary Sewer System Capacity Upgrades, 2021	1,851,477.23
9460522	Annual Sanitary Sewer System Capacity Upgrades, 2022	650,000.00
9636309	Annual Wastewater System Renewal, 2022	3,279,544.50
9450222	Stream Bank Stabilization Improvements, 2022	100,000.00
9635317	Stormwater Enhancements, 2021	304,441.76
	Series 2023-I Total Improvement Fund Deposit =	**$43,779,695.48**

* *Excludes $[_____________] to be used to pay costs of issuance and capitalized interest.*

; 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, all aspects of the Improvements will not be completed prior to the maturity date of the Refunded Notes and it is necessary for the Issuer to provide cash funds to meet its obligations on a portion of the Refunded Notes by the issuance of additional temporary notes of the Issuer; and

WHEREAS, the Issuer proposes to issue its temporary notes to pay a portion of the costs of the Improvements and to retire a portion of the Refunded Notes; and

WHEREAS, the governing body of the Issuer has advertised the sale of the Notes and hereby awards the sale of such Notes to the best bidder; 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, refund the Refunded Notes and to pay certain costs of issuing the Notes.

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.,* 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 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 appointed and/or elected Clerk or, in the Clerk's absence, the duly appointed Deputy Clerk, Acting Clerk or Interim Clerk of the Issuer.

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

"Costs of Issuance" means all costs of issuing the 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 March 16, 2023.

“Debt Service Account” means the Debt Service Account for Municipal Temporary Notes, Series 2023-I (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.

“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 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 (other than the covenants relating to continuing disclosure requirements) 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 2023-I 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 Stated Maturity of an installment of interest on any Note which shall be October 1, 2023 and the Maturity of the Notes.

"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 Register" means the books for the registration, transfer and exchange of Notes kept at the office of the Note Registrar.

"Note Registrar" means the Treasurer and its successors and assigns.

"Note Resolution" means this resolution relating to the Notes.

"Notes" means the Municipal Temporary Notes, Series 2023-I, 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:

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:

[Name of Purchaser]
____

[Purchaser City, State _____]

(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

"Notice Representative" means:

(a) With respect to the Issuer, the Clerk.

(b) With respect to the Note Registrar and Paying Agent, the Treasurer.

(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 Issuer's Official Statement relating to the Notes.

"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 the 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 principal amount of the Notes plus accrued interest to the date of delivery, plus a premium of $[___________], less an underwriting discount of $[__________].

"Purchaser" means [Name of Purchaser], [Purchaser City, State], the original purchaser of the Notes, and any successors and assigns.

"Rating Agency" means any company, agency or entity that provides financial ratings for the Notes.

"Rebate Fund" means the Rebate Fund for Municipal Temporary Notes, Series 2023-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.

"Refunded Notes" means a portion of the Series 2022-I Notes maturing on April 1, 2023 in the aggregate principal amount of $17,435,722.22.

"Refunded Notes Paying Agent" means the paying agent for the Refunded Notes as designated in the Refunded Notes Resolution, and any successor or successors at the time acting as paying agent of the Refunded Notes.

"Refunded Notes Redemption Date" means April 1, 2023.

"Refunded Notes Resolution" means the resolution which authorized the Refunded Notes.

"**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.

"Series 2022-I Notes" means the Unified Government's Municipal Temporary Notes, Series 2022-I, dated March 24, 2022.

"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 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 2023-I, 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; (b) retire the Refunded Notes; and (c) 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, subject to redemption and payment prior to the Stated Maturity as provided in ***Article III*** hereof and shall bear interest at the rates per annum as follows:

Stated Maturity April 1	Principal Amount	Annual Rate of Interest
2024	$[PRINCIPAL AMOUNT]	[____]%

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 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 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 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 office of the Paying Agent. The interest payable on each Note on any Interest Payment Date 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 an interest payment to Cede & Co. or 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 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. Upon surrender of any Note at the principal 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 (a) to register the transfer or exchange of any Note 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 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, electronic, or facsimile signature of the Mayor/CEO, attested by the manual, electronic, or facsimile signature of the Clerk and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor/CEO and Clerk are hereby authorized and directed to prepare and execute the 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, electronic, 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, electronic, 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, electronic, 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. Preliminary and Final Official Statement. For the purpose of enabling the Purchaser to comply with the requirements of Section (b)(1) of the SEC Rule, the Issuer hereby deems the information regarding the Issuer contained in the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by Section (b)(1) of the SEC Rule, and the Mayor/CEO or chief financial officer of the Issuer are hereby authorized, if requested, to provide the Purchaser a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of the SEC Rule.

The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor/CEO or chief financial officer of the Issuer are hereby authorized to execute the final Official Statement as so supplemented, amended and completed, and the use and public distribution of the final Official Statement by the Purchaser in connection with the reoffering of the Notes 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 Notes sufficient copies of the final 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 Notes. The sale of the Notes to the Purchaser is hereby approved and confirmed. The Mayor/CEO and Clerk are hereby authorized to execute the official bid form submitted by the Purchaser. Delivery of the Notes shall be made to the Purchaser on the Issue Date (which shall be as soon as practicable after the adoption of this Note Resolution), upon payment of the Purchase Price.

ARTICLE III

REDEMPTION OF NOTES

Section 301. Redemption by Issuer.

Optional Redemption. At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity on October 1, 2023, and thereafter, as a whole or in part (selection of the amount of Notes to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

Section 302. Selection of Notes to be Redeemed. Notes shall be redeemed only in an Authorized Denomination. When less than all of the Notes are to be redeemed and paid prior to their Stated Maturity, such Notes shall be redeemed in such manner as the Issuer shall determine. Notes of less than a full Stated Maturity shall be selected by the Note Registrar in a minimum Authorized Denomination of principal amount in such equitable manner as the Note Registrar may determine.

In the case of a partial redemption of Notes by lot when Notes of denominations greater than a minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption each minimum Authorized Denomination of face value shall be treated as though it were a separate Note of the denomination of a minimum Authorized Denomination. If it is determined that one or more, but not all, of a minimum Authorized Denomination of face value represented by any Note is selected for redemption, then upon notice of intention to redeem a minimum Authorized Denomination, the Owner or the Owner's duly authorized agent shall forthwith present and surrender such Note to the Note Registrar: (1) for payment of the Redemption Price and interest to the Redemption Date of a minimum Authorized Denomination of face value called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Note or Notes of the aggregate principal amount of the unredeemed portion of the principal amount of such Note. If the Owner of any such Note fails to present such Note to the Paying Agent for payment and exchange as aforesaid, such Note shall, nevertheless, become due and payable on the redemption date to the extent of a minimum Authorized Denomination of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption. In the event the Issuer desires to call the Notes for redemption prior to maturity, written notice of such intent shall be provided to the Note Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Note Registrar shall call Notes for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Note Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Notes to be called for redemption. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in this ***Section*** are met.

Unless waived by any Owner of Notes to be redeemed, if the Issuer shall call any Notes for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its intention to call and pay said Notes to the State Treasurer and the Note Registrar. In addition, the Issuer shall cause the Note Registrar to give written notice of redemption to the Owners of said Notes. Each of said written notices shall be deposited in the United States first class mail not less than 20 days prior to the Redemption Date.

All official notices of redemption shall be dated and shall contain the following information:

(a) the Redemption Date;

(b) the Redemption Price;

(c) if less than all Outstanding Notes are to be redeemed, the identification (and, in the case of partial redemption of any Notes, the respective principal amounts) of the Notes to be redeemed;

(d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Note or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and

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

The failure of any Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Notes or portions of Notes that are to be redeemed on such Redemption Date.

For so long as the Securities Depository is effecting book-entry transfers of the Notes, the Note Registrar shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Note (having been mailed notice from the Note Registrar, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Note so affected, shall not affect the validity of the redemption of such Note.

Official notice of redemption having been given as aforesaid, the Notes or portions of Notes to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price) such Notes or portion of Notes shall cease to bear interest. Upon surrender of such Notes for redemption in accordance with such notice, the Redemption Price of such Notes shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Note, there shall be prepared for the Owner a new Note or Notes of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Notes that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

In addition to the foregoing notice, the Issuer shall provide such notices of redemption as are required by the Disclosure Undertaking. Further notice may be given by the Issuer or the Note Registrar on behalf of the Issuer as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed:

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the CUSIP numbers of all Notes being redeemed; (2) the date of issue of the Notes as originally issued; (3) the rate of interest borne by each Note being redeemed; (4) the maturity date of each Note being redeemed; and (5) any other descriptive information needed to identify accurately the Notes being redeemed.

(b) Each further notice of redemption shall be sent at least one day before the mailing of notice to Owners by first class, registered or certified mail or overnight delivery, as determined by the Note Registrar, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Notes and to one or more national information services that disseminate notices of redemption of obligations such as the Notes.

(c) Each check or other transfer of funds issued for the payment of the Redemption Price of Notes being redeemed shall bear or have enclosed the CUSIP number of the Notes being redeemed with the proceeds of such check or other transfer.

The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the State or the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Note.

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 2023-I; and

(b) Debt Service Account for Municipal Temporary Notes, Series 2023-I; and

(c) Rebate Fund for Municipal Temporary Notes, Series 2023-I.

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; (b) retiring the Refunded Notes; (c) paying interest on the Notes during construction of the Improvements; (d) paying Costs of Issuance; and (e) 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 shall not cause the proceeds of the Notes 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 Resolution R-54-22/Ordinance No. O-132-22 of the Issuer; and (2) the reallocation will not adversely affect the tax-exempt status of the Notes under State or federal law. If the Issuer desires to reallocate Note 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 Resolution R-54-22/Ordinance No. O-132-22 of the Issuer, then the Issuer shall follow the procedures set forth in subparagraph (a) of this Section prior to such reallocation of Note 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 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 depositaries 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 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. If the amount to be so deposited is based on the Redemption Price of any Notes, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Notes, 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 Note Registrar to give such notice of redemption in compliance with ***Article III***. 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 REQUIREMENTS

Section 901. Disclosure Requirements. The Mayor/CEO and Clerk are hereby authorized and directed to execute the Disclosure Undertaking in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, the provisions of which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

Section 902. Failure to Comply with Continuing Disclosure Requirements. In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section.

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 or 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 transactions described in this Note Resolution may be conducted, and documents related to the Notes may be sent, received, executed, and stored, by electronic means or transmissions. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1006. Further Authority. The officers and officials of the Issuer, including the Mayor/CEO 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 February 16, 2023.

(SEAL)

____
Mayor/CEO

ATTEST:

____
Unified Government Clerk

EXHIBIT A
(FORM OF NOTES)

REGISTERED	**REGISTERED**
NUMBER R-1	**$**

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 2023-I

Interest Rate: ______%	**Maturity Date: April 1, 2024**	**Dated Date: March 16, 2023**	**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 said 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 on October 1, 2023 (the "Interest Payment Date"), and at maturity or earlier redemption until the Principal Amount has been paid.

Method and Place of Payment. The principal or redemption price 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, Kansas City, Kansas (the "Paying Agent" and "Note Registrar"). The interest payable on this Note on any Interest Payment Date shall be paid to the person in whose name this Note is registered on the registration books maintained by the Note 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 Note Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to Cede & Co. or any 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 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 2023-I," 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.,* Charter Ordinance No. CO-03-09 of the Issuer, and Article 12, Section 5 of the Constitution of the State of Kansas, as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

General Obligations. The 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 pledged for the payment of the principal of and interest on this Note and the issue of which it is a part as the same respectively become due.

Redemption Prior to Maturity. The Notes are subject to redemption prior to maturity, as set forth in the Note Resolution.

Book-Entry System. The Notes are being issued by means of a book-entry system with no physical distribution of note certificates to be made except as provided in the Note Resolution. One Note certificate with respect to each date on which the Notes are stated to mature or with respect to each form of Notes, 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 Notes by the Securities Depository's participants, beneficial ownership of the Notes 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 Note Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Note, as the owner of this Note for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Note, (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 Notes by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Note 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 Note, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Note shall be made in accordance with existing arrangements among the Issuer, the Note Registrar and the Securities Depository.

Transfer and Exchange. EXCEPT AS OTHERWISE PROVIDED IN THE NOTE RESOLUTION, THIS GLOBAL NOTE 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 Note may be transferred or exchanged, as provided in the Note Resolution, only on the Note Register kept for that purpose at the principal 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. 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 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, electronic, or facsimile signature of its Mayor/CEO and attested by the manual, electronic, or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

[(Facsimile Seal)]

By: (manual, electronic, or facsimile)
Mayor/CEO

ATTEST:

By: (manual, electronic, 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, electronic, or facsimile)
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is one of a series of Municipal Temporary Notes, Series 2023-I, 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

By: ____________________________________

Registration Number: ____________________

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 March 16, 2023.

WITNESS my hand and official seal.

(Facsimile Seal)

(facsimile)
Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

STEVEN JOHNSON, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this 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)

Staff Request for Commission Action

Tracking No. 212235

Full Commission Meeting Date: 2/16/2023
Committee: Full Commission

Date of Standing Committee Action: (If none, please explain): Sale of notes was approved at the Full Commission Meeting held 11/17/22

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
02/09/2023	Debbie Jonscher, Alyse Villarreal	x5847, x5273	djonscher@wycokck.org, avillarreal@wycokck.org	Finance

Item Description: A resolution authorizing and directing the issuance, sale and delivery of Municipal Temporary Notes, Series 2023-II, presented by Deborah Jonscher, Acting Chief Financial Officer.
Action Requested: Requesting approval
Budget Impact: (if applicable) Amount: Source: Included In Budget: Other (explain):
Attachments List: Note Resolution - GOTN 2023-II (UG)

[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 FEBRUARY 16, 2023

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)

The acting Chief Financial Officer reported that pursuant to the Notice of Note Sale, bids for the purchase of Municipal Temporary Notes, Series 2023-II (Wyandotte County Projects), of the Unified Government had been received. A tabulation of said bids is set forth as ***EXHIBIT A*** hereto.

The governing body reviewed and considered the bids and it was found and determined that the bid of [PURCHASER NAME], [PURCHASER CITY, STATE], was the best bid for the Notes, a copy of which is attached hereto as ***EXHIBIT B***.

There was presented a Resolution entitled:

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF MUNICIPAL TEMPORARY NOTES, SERIES 2023-II (WYANDOTTE COUNTY PROJECTS), 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 said 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, the vote being as follows:

Yea: ____.

Nay: ____.

The Mayor/CEO declared the Resolution duly adopted and the Resolution was then duly numbered Resolution No. R-___-23 and was signed by the Mayor/CEO and attested by the Clerk.

* * * * * * * * * * * * * * *

(Other Proceedings)

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)

____

Unified Government Clerk

EXHIBIT A

BID TABULATION

EXHIBIT B

BID OF PURCHASER

RESOLUTION NO. R-[___]-23

OF

THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

ADOPTED

FEBRUARY 16, 2023

MUNICIPAL TEMPORARY NOTES
SERIES 2023-II
(WYANDOTTE COUNTY PROJECTS)

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RESOLUTION NO. R-[___]-23

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF MUNICIPAL TEMPORARY NOTES, SERIES 2023-II (WYANDOTTE COUNTY PROJECTS), 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 (collectively the "Improvements") to be made in the Unified Government, to-wit:

ACD	**Project Name**	**Improvement Fund Deposit***
9717316	APX Radio Replacement Project	5,300,000
1807318	DA Digitizing/Archiving	1,022,000
	Series 2023-II Total Improvement Fund Deposit =	**$6,322,000**

* *Excludes $[________] to be used to pay costs of issuance and capitalized interest.*

; 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, the governing body of the Issuer has advertised the sale of the Notes and hereby awards the sale of such Notes to the best bidder; 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 and to pay certain costs of issuing the Notes.

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 to 10-125, inclusive, specifically including K.S.A. 10-123 and K.S.A. 19-101a, all as amended and supplemented from time to time.

"Authorized Denomination" means $5,000 or any integral multiples 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 appointed and/or elected Clerk or, in the Clerk's absence, the duly appointed Deputy Clerk, Acting Clerk or Interim Clerk of the Issuer.

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

"Costs of Issuance" means all costs of issuing the 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 March 16, 2023.

"Debt Service Account" means the Debt Service Account for Municipal Temporary Notes, Series 2023-II (Wyandotte County Projects) (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.

"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 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 (other than the covenants relating to continuing disclosure requirements) 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 2023-II (Wyandotte County Projects) 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 Stated Maturity of an installment of interest on any Note which shall be October 1, 2023 and the Maturity of the Notes.

"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 Register" means the books for the registration, transfer and exchange of Notes kept at the office of the Note Registrar.

"Note Registrar" means the Treasurer and its successors and assigns.

"Note Resolution" means this resolution relating to the Notes.

"Notes" means the Municipal Temporary Notes, Series 2023-II (Wyandotte County Projects), 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:

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:

[PURCHASER NAME]
____

____

(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

"Notice Representative" means:

(a) With respect to the Issuer, the Clerk.

(b) With respect to the Note Registrar and Paying Agent, the Treasurer.

(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 Issuer's Official Statement relating to the Notes.

"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 the 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 principal amount of the Notes plus accrued interest to the date of delivery, plus a premium of $[___________], less an underwriting discount of $[__________].

"Purchaser" means [PURCHASER NAME], [PURCHASER CITY, STATE], the original purchaser of the Notes, and any successors and assigns.

"Rating Agency" means any company, agency or entity that provides financial ratings for the Notes.

"Rebate Fund" means the Rebate Fund for Municipal Temporary Notes, Series 2023-II (Wyandotte County Projects) 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” 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 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 2023-II (Wyandotte County Projects), 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, subject to redemption and payment prior to the Stated Maturity as provided in ***Article III*** hereof and shall bear interest at the rates per annum as follows:

Stated Maturity April 1	Principal Amount	Annual Rate of Interest
2024	$[PRINCIPAL AMOUNT]	[______]%

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 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 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 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 office of the Paying Agent. The interest payable on each Note on any Interest Payment Date 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 an interest payment to Cede & Co. or 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 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. Upon surrender of any Note at the principal 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 (a) to register the transfer or exchange of any Note 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 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, electronic, or facsimile signature of the Mayor/CEO, attested by the manual, electronic, or facsimile signature of the Clerk and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor/CEO and Clerk are hereby authorized and directed to prepare and execute the 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, electronic, 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, electronic, 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, electronic, 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. Preliminary and Final Official Statement. For the purpose of enabling the Purchaser to comply with the requirements of Section (b)(1) of the SEC Rule, the Issuer hereby deems the information regarding the Issuer contained in the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by Section (b)(1) of the SEC Rule, and the Mayor/CEO or chief financial officer of the Issuer are hereby authorized, if requested, to provide the Purchaser a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of the SEC Rule.

The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor/CEO or chief financial officer of the Issuer are hereby authorized to execute the final Official Statement as so supplemented, amended and completed, and the use and public distribution of the final Official Statement by the Purchaser in connection with the reoffering of the Notes 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 Notes sufficient copies of the final 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 Notes. The sale of the Notes to the Purchaser is hereby approved and confirmed. The Mayor/CEO and Clerk are hereby authorized to execute the official bid form submitted by the Purchaser. Delivery of the Notes shall be made to the Purchaser on the Issue Date (which shall be as soon as practicable after the adoption of this Note Resolution), upon payment of the Purchase Price.

ARTICLE III

REDEMPTION OF NOTES

Section 301. Redemption by Issuer.

Optional Redemption. At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity on October 1, 2023, and thereafter, as a whole or in part (selection of the amount of Notes to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

Section 302. Selection of Notes to be Redeemed. Notes shall be redeemed only in an Authorized Denomination. When less than all of the Notes are to be redeemed and paid prior to their Stated Maturity, such Notes shall be redeemed in such manner as the Issuer shall determine. Notes of less than a full Stated Maturity shall be selected by the Note Registrar in a minimum Authorized Denomination of principal amount in such equitable manner as the Note Registrar may determine.

In the case of a partial redemption of Notes by lot when Notes of denominations greater than a minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption each minimum Authorized Denomination of face value shall be treated as though it were a separate Note of the denomination of a minimum Authorized Denomination. If it is determined that one or more, but not all, of a minimum Authorized Denomination of face value represented by any Note is selected for redemption, then upon notice of intention to redeem a minimum Authorized Denomination, the Owner or the Owner's duly authorized agent shall forthwith present and surrender such Note to the Note Registrar: (1) for payment of the Redemption Price and interest to the Redemption Date of a minimum Authorized Denomination of face value called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Note or Notes of the aggregate principal amount of the unredeemed portion of the principal amount of such Note. If the Owner of any such Note fails to present such Note to the Paying Agent for payment and exchange as aforesaid, such Note shall, nevertheless, become due and payable on the redemption date to the extent of a minimum Authorized Denomination of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption. In the event the Issuer desires to call the Notes for redemption prior to maturity, written notice of such intent shall be provided to the Note Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Note Registrar shall call Notes for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Note Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Notes to be called for redemption. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in this ***Section*** are met.

Unless waived by any Owner of Notes to be redeemed, if the Issuer shall call any Notes for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its intention to call and pay said Notes to the State Treasurer and the Note Registrar. In addition, the Issuer shall cause the Note Registrar to give written notice of redemption to the Owners of said Notes. Each of said written notices shall be deposited in the United States first class mail not less than 20 days prior to the Redemption Date.

All official notices of redemption shall be dated and shall contain the following information:

(a) the Redemption Date;

(b) the Redemption Price;

(c) if less than all Outstanding Notes are to be redeemed, the identification (and, in the case of partial redemption of any Notes, the respective principal amounts) of the Notes to be redeemed;

(d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Note or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and

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

The failure of any Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Notes or portions of Notes that are to be redeemed on such Redemption Date.

For so long as the Securities Depository is effecting book-entry transfers of the Notes, the Note Registrar shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Note (having been mailed notice from the Note Registrar, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Note so affected, shall not affect the validity of the redemption of such Note.

Official notice of redemption having been given as aforesaid, the Notes or portions of Notes to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price) such Notes or portion of Notes shall cease to bear interest. Upon surrender of such Notes for redemption in accordance with such notice, the Redemption Price of such Notes shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Note, there shall be prepared for the Owner a new Note or Notes of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Notes that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

In addition to the foregoing notice, the Issuer shall provide such notices of redemption as are required by the Disclosure Undertaking. Further notice may be given by the Issuer or the Note Registrar on behalf of the Issuer as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed:

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the CUSIP numbers of all Notes being redeemed; (2) the date of issue of the Notes as originally issued; (3) the rate of interest borne by each Note being redeemed; (4) the maturity date of each Note being redeemed; and (5) any other descriptive information needed to identify accurately the Notes being redeemed.

(b) Each further notice of redemption shall be sent at least one day before the mailing of notice to Owners by first class, registered or certified mail or overnight delivery, as determined by the Note Registrar, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Notes and to one or more national information services that disseminate notices of redemption of obligations such as the Notes.

(c) Each check or other transfer of funds issued for the payment of the Redemption Price of Notes being redeemed shall bear or have enclosed the CUSIP number of the Notes being redeemed with the proceeds of such check or other transfer.

The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the State or the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Note.

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 2023-II (Wyandotte County Projects); and

(b) Debt Service Account for Municipal Temporary Notes, Series 2023-II (Wyandotte County Projects); and

(c) Rebate Fund for Municipal Temporary Notes, Series 2023-II (Wyandotte County Projects).

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; (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 depositaries 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 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. If the amount to be so deposited is based on the Redemption Price of any Notes, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Notes, 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 Note Registrar to give such notice of redemption in compliance with ***Article III***. 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 REQUIREMENTS

Section 901. Disclosure Requirements. The Mayor/CEO and Clerk are hereby authorized and directed to execute the Disclosure Undertaking in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, the provisions of which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

Section 902. Failure to Comply with Continuing Disclosure Requirements. In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section.

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 or 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 transactions described in this Note Resolution may be conducted, and documents related to the Notes may be sent, received, executed, and stored, by electronic means or transmissions. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1006. Further Authority. The officers and officials of the Issuer, including the Mayor/CEO 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.

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ADOPTED by the governing body of the Issuer on February 16, 2023.

(SEAL)

____

Mayor/CEO

ATTEST:

____

Unified Government Clerk

EXHIBIT A
(FORM OF NOTES)

REGISTERED	**REGISTERED**
NUMBER R-1	**$**

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 2023-II
(WYANDOTTE COUNTY PROJECTS)

Interest Rate: ______%	**Maturity Date: April 1, 2024**	**Dated Date: March 16, 2023**	**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 said 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 on October 1, 2023 (the "Interest Payment Date"), and at maturity or earlier redemption until the Principal Amount has been paid.

Method and Place of Payment. The principal or redemption price 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, Kansas City, Kansas (the "Paying Agent" and "Note Registrar"). The interest payable on this Note on any Interest Payment Date shall be paid to the person in whose name this Note is registered on the registration books maintained by the Note 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 Note Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to Cede & Co. or any 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 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 2023-II (Wyandotte County Projects)," 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 to 10-125, inclusive, specifically including K.S.A. 10-123 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 pledged for the payment of the principal of and interest on this Note and the issue of which it is a part as the same respectively become due.

Redemption Prior to Maturity. The Notes are subject to redemption prior to maturity, as set forth in the Note Resolution.

Book-Entry System. The Notes are being issued by means of a book-entry system with no physical distribution of note certificates to be made except as provided in the Note Resolution. One Note certificate with respect to each date on which the Notes are stated to mature or with respect to each form of Notes, 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 Notes by the Securities Depository's participants, beneficial ownership of the Notes 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 Note Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Note, as the owner of this Note for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Note, (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 Notes by participants of the

Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Note 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 Note, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Note shall be made in accordance with existing arrangements among the Issuer, the Note Registrar and the Securities Depository.

Transfer and Exchange. EXCEPT AS OTHERWISE PROVIDED IN THE NOTE RESOLUTION, THIS GLOBAL NOTE 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 Note may be transferred or exchanged, as provided in the Note Resolution, only on the Note Register kept for that purpose at the principal 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. 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 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, electronic, or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

[(Facsimile Seal)]

By: (manual electronic, or facsimile)
Mayor/CEO

ATTEST:

By: (manual electronic, 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, electronic, or facsimile)
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is one of a series of Municipal Temporary Notes, Series 2023-II (Wyandotte County Projects), 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

By: ____________________________________

Registration Number: ____________________

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 March 16, 2023.

WITNESS my hand and official seal.

(Facsimile Seal)

(facsimile)
Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

STEVEN JOHNSON, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this 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)

Staff Request for Commission Action

Tracking No. 212238

Full Commission Meeting Date:
Committee: Economic Development & Finance

Date of Standing Committee Action: No action (If none, please explain): Information Only

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
02/16/2023	Jeff Fisher	x5415	jfisher@wycokck.org	Public Works

Item Description:
A presentation of the assessment conducted by Nancy Zielke, Managing Director, Alvarez & Marsal Public Sector Services, LLC related to Biosolids, submitted by the County Administrator's Office.

For information only.

Action Requested:
No action.

Budget Impact: (if applicable)
Amount:
Source:
Included In Budget:
Other (explain):

Attachments List:
SUMMARY Presentation Feb 16 Prelimary Report

Return on Investment Review of the Kaw Point Wastewater Treatment Facility Biosolids Capital Project (CMIP #6045)

Unified Government of Wyandotte County/Kansas City, Kansas
Summary of Preliminary Report Findings & Recommendations

February 16, 2023

ALVAREZ & MARSAL

Preliminary Draft Report – As of Feb. 16

Purpose & Objectives of Assessment

The Unified Government of Wyandotte County/Kansas City, Kansas ("Unified Government" or "UG") engaged Alvarez & Marsal Public Sector Services, LLC ("A&M") to perform an independent assessment of the economic benefits and capital investment considerations of its current Kaw Point Wastewater Treatment Facility Biosolids Capital Improvement Project.

The current Kaw Point Wastewater Treatment Facility (Kaw Point) has been built in the 1960's as the one primary sewerage treatment plants for the City. The Kaw Point is in need of major repairs and modernization to allow the UG to dispose of biosolids through land-application instead of landfilling in order to save money and provide increased flexibility. Additionally, the biogas byproduct will be harvested for additional revenue to help offset costs.

The Kaw Point Biosolids Project is a major initiative to also support the Unified Government's economic development plan to support environmental, social, and governance policy efforts to promote expanded development within Kansas City, Kansas. The project is also part of the City's efforts to address the 2022 Consent Decree with the U.S. Environmental Protection Agency ("EPA") and the U.S. Department of Justice ("DOJ").

Key project assessment components include:

- Current Project Investment
- Project Timeline and Key Milestones
- Assessment of Revised Biosolids CMIP Construction Analysis
- Future State Operating Cost and Investment Analysis
- Economic Impact of Project to Kansas City Sewer System Rate Payors
- Return on Investment Analysis
- Alternative Proposal Considerations
- Recommendations

Funding Sources for Project Investment as of December 31, 2022 (Page 13)

The UG has issued a combined project financing of $8.2 million in Temporary Notes and long-term G.O. Debt over the past four years

Project to Date (Cash) Funding Sources					
Funding Source	**2019**	**2020**	**2021**	**2022**	**Project to Date Total**
Short Term Borrowings - Temporary Notes					
Temporary Note Proceeds	$ 3,010,457.60	$ 4,098,202.60		$ 4,033,877.24	$ 11,142,537.44
Temporary Note Payoff	$ -	$ (3,010,457.60)	$ (4,098,202.60)	$ -	$ (7,108,660.20)
Debt Premium	$ 1,509.37	$ 4,835.88	**$ 289,378.73**	$ 6,252.83	
Total - Temporary Notes	**$ 3,011,966.97**	**$ 1,092,580.88**	**$ (3,808,823.87)**	**$ 4,040,130.07**	**$ 4,033,877.24**
Long Term Borrowings - G.O. Bonds					
G.O. Bonds - Series 2021A	$ -	$ -	$ 3,896,893.05	$ -	$ 3,896,893.05
Debt Premium	$ -	$ -	$ 289,378.73	$ -	$ 289,378.73
Total - G.O. Bonds	**$ -**	**$ -**	**$ 4,186,271.78**	**$ -**	**$ 4,186,271.78**
Total - Project to Date Sources	**$ 3,011,966.97**	**$ 1,092,580.88**	**$ 377,447.91**	**$ 4,040,130.07**	**$ 8,220,149.02**

ALVAREZ & MARSAL

Preliminary Draft Report – As of Feb. 16

Project Spending to Date – Continued

(Page 15)

CMIP planning, design, and oversight costs for the Kaw Pont Biosolids Facility improvement total $4.3 million as of December 31, 2022

Observations & Findings

- A&M was able to tie submitted vendor Invoices to actual Accounts Payable invoice payments
- We found one invoice where an invoice was split between two purchase orders for the same vendor and four invoices where the invoice professional titles and rates did not match to the contract rate schedules.
- Public Works staff costs spent on CMIP projects are not tracked to report internal costs for CMIP initiatives.

Summary of Project to Date Spending		
Vendor		Project Spend To Date Total
Black & Veatch Corporation	$	82,612.50
Burns & McDonnell Engineering	$	52,962.69
Energy Systems Group, LLC	$	2,185,530.25
HDR Engineering Inc	$	757,553.32
Springsted	$	4,310.00
UG Water Partners	$	1,259,038.45
Total Project Spend To Date	**$**	**4,342,007.21**

- Annual rate increases for On-Call Engineering services did not have an approved signature by the County Administrator and the General Counsel. (Current policy does not require signatures for Statement of Work and/or fee increases)
- Original On-Call Engineering Contracts were signed by the County Administrator; however, we could find where the Biosolids CMIP Statement of Work or related Amendment had been approved by the County Administrator (Current Policy does not require signatures)
- UG's Contract Clearance Form for Construction Projects is only routed for various interna approvals for amendments/change orders over $50,000 or an increase of over 10% of the project costs

Overview of Work Performed Project To Date

In review of invoices paid we noted the following progress and work completed to date

Observations & Findings

30% Design Development

- Creation of a preliminary 3D model
- The development of the following facility improvements:
  - ➢ Site Civil
  - ➢ Architectural
  - ➢ Structural
  - ➢ Mechanical Process
  - ➢ Mechanical HVAC / Plumbing
  - ➢ Electrical Power
  - ➢ Instrumentation and Controls
- The facilitation of design review workshops with the Unified Government
- Provide design drawings and specifications to support review and comment

30% Price-Schedule Development

- Updating the cost model including both design, construction, and commissioning of the facilities
- Updating the project schedule based on the preliminary design, equipment proposals, and regulatory review timelines
- Updating the project risk register identifying risk-based contingency and potential risk mitigation strategies
- The timeline in the executed UG Water Partners contract ends at the 60% design development phase of the Kaw Point biosolids facility
- Following the UG Water Partners' **60% design development work**, the Unified Government will assess performance and review any additional proposals prior to beginning the Phase II work

Deliverables due at 30% design milestone

- 3D model
- Preliminary drawing set
- List of anticipated drawings
- Draft Specification Table of Contents
- Major equipment inventory
- Summary-level project cost model
- Life-cycle Cost Savings
- Updated project schedule
- Updated Risk Register

Summary of Biosolids CMIP Expenses To Date

Investment or sunk costs for the Biosolids CMIP Project total $9.7 million including the required repayment of the 2021 G.O. Bonds for the capital project

Summary of Biosolids CMIP Project Investment to Date		
		Total $$
CMIP Project Expenses - As of December 31, 2022		$ 4,342,007.21
Cost of Issuances:- As of December 31, 2022		$ 229,384.30
Paid P&I of G.O. Bonds (As of February 1, 2023)		$ 311,786.12
Principal	$ 98,196.00	
Interest	$ 213,590.12	
Future P&I on Existing G.O. Bonds (August 2041)		$ 4,809,575.19
Principal	$ 3,799,250.00	
Interest	$ 1,010,325.19	
Unified Government Employee Project Time Investment		Unknown
Total Biosolids CMIP Investments to Date		**$ 9,692,752.82**

Observations & Findings

- Unified Government employee costs (labor and benefits) are unknown because staff hours spent on capital projects are not currently tracked.
- Contracts for the CMIP project that have expired or updated Statement of Work amendments were not provided as requested.
- Current rate schedules were not readily available from Public Works when requested.
- No current cash-flow forecast for financing needs for FY 2023 and future years has been provided to UG Finance.
- Any future discussions on Biosolids project alternatives should exclude any existing CMIP contractors to avoid conflict of interest.

Historical Changes to Biosolids CMIP Projection Estimates

Public Works provided on February 2, 2023, the following revised Biosolids CMIP projections

Historical Summary of Biosolids CMIP Project Costs from 2012 Masterplan to Current UG Partners Cost Estimate of 2022

	{A}	{B}	{C}	{D}	{E}	{F}	{G}
		2012 Masterplan	*2018 BV Report* [5]	*ESG-2021*	*UGW-2022*	*Delta 2021 to 2022*	% Increase
	Project/Estimate Overview	Only New Dewatering to Landfill Sludge - No Digesters	Rehab of Existing Digester Tanks, Biogas into Pipeline	New Digesters, Biogas into Pipeline	New Digesters, Biogas into Pipeline	Comparison of Column {D} to {E}	
{1}	ESG Phase 1 Contract per RFP	NA	NA	$ 2,926,343	NA		
{2}	ESG Amendments Approved	NA	NA	$ 179,047	NA		
{3}	ESG Actual	NA	NA	NA	$ 2,185,530	$ (919,860)	
{4}	**ESG Total for Phase 1**[1]	**NA**	**NA**	**$ 3,105,390**	**$ 2,185,530**	**$ (919,860)**	
{5}	Burns & McDonnell Check ESG Estimate	NA	NA	NA	$ 52,963	$ 52,963	
{6}	UGW Phase 1	NA	NA	NA	$ 3,692,000	$ 3,692,000	
{7}	Owners Rep	NA	NA	$ 2,000,000	$ 2,000,000	$ -	
{8}	**Subtotal Phase 1 and Owners Rep**	**NA**	**NA**	**$ 5,105,390**	**$ 7,930,493**	**$ 2,825,103**	**55%**
{9}	Direct Construction Costs	NA	NA	$ 60,832,382	$ 75,629,811	$ 14,797,429	
{10}	Markups	NA	NA	$ 13,792,599	$ 11,703,022	$ (2,089,577)	
{11}	**Subtotal Construction Costs**	**$ 4,300,000**	**$ 70,600,000**	**$ 74,624,981**	**$ 87,332,833**	**$ 12,707,852**	**17%**
{12}	Gas Interconnect Allowance[2]	NA	NA	$ 1,000,000	$ 2,000,000	$ 1,000,000	
{13}	**Total Construction Cost**	**$ 4,300,000**	**$ 70,600,000**	**$ 75,624,981**	**$ 89,332,833**	**$ 13,707,852**	**18%**
{14}	Additional Contingency[3]	NA	NA	$ -	$ 2,736,673	$ 2,736,673	
{15}	**Total Project Cost**	**$ 4,300,000**	**$ 70,600,000**	**$ 80,730,371**	**$ 100,000,000**	**$ 19,269,629**	**24%**

Preliminary Draft Report – As of Feb. 16

Year by Year Projection Variances – Discussion of Differences

Public Works provided on February 2, 2023, the following revised Biosolids CMIP projections

2012 Masterplan ($4.3M) and 2018 BV Report ($70.6M)

- The 2012 Masterplan did not contemplate or estimate the cost to provide digestion capabilities.
- The recommended improvements were to rehabilitate existing dewatering process (belt filter presses) in existing building at a cost of $4.3M, but due to long-term planning during the consent decree negotiations this was changed to include an entirely new facility with new process (centrifuges) at an estimated cost of $10M.
- The total cost shown for the 2018 solution was previously shown listed at $67.3M, but that cost/option did not include biogas injection into a pipeline.
- The project cost for the gas pipeline option was the $70.6M as shown herein and matches the value built into the consent decree financial model.

2018 Black & Veatch Report ($70.6M) and ESG-2021 estimate ($80.7M)

- The 2018 Black & Veatch report estimate ($70.6M) was completed with an assumption that the existing digester tanks ***could be rehabilitated and utilized***.
- The 2018 concept included KCMO sending sludge from their Westside WWTP.
- During the design process with ESG, **KCMO withdrew *from the project, AND it was determined that the existing tanks could no longer be rehabilitated and used as digesters*** due to NFPA life safety code concerns and their general condition.

Year by Year Projection Variances – Discussion of Differences (Page 31)

Public Works provided on February 2, 2023, the following revised Biosolids CMIP projections

Breakdown of difference between ESG-2021($80.7M) and UGW-2022 ($100M)		
Amounts		Public Works Discussion & Explanation of Projection Increases
$	2,825,104	Increased costs for Phase 1 work including change from ESG to UGW
$	12,707,852	Increase in Construction Costs including markups (17%) Additionally, the ESG-2021 estimate had gaps in the defined scope and post-pandemic market volatility not included in the documented costs which imapcts the increases to the 2022 cost estimate
$	1,000,000	Increased allowance for Gas Pipeline Connection
$	2,736,673	Added Contingency Reserve
$	**19,269,629**	**Total Change from ESG-2021 to UGW-2022**

Observations & Findings

- Markups include the proposed team's cost information that is provided, which includes the fixed-fee work associated with Phase 1 as well as a percentage fee for the Phase 2 services. The percentage fee for Phase 2 work is what is considered a "markup"
- Current construction inflationary industry reports reflect inflationary increases averaging 16.5% from 2021 to 2022 and between 10% and 11% during 2023 and 2024
- CMIP projections do not include any allowance includes for potential costs for Temporary Note and future G.O. Bond or Kansas State Revolving Loan issuance costs

Current Planned Sources of Monies for CMIP Biosolids Project (Page 32)

The Revised current 2022 projection for the construction of the planned improvements for the Kaw Point Biosolids facility is estimated at $100 million

Summary of Biosolids CMIP Revised Proposed Sources of Monies		
Sources of Monies - $100,000,000 (2022 Cost Estimate)		
Federal Grants		
2022 Congressional Approved EPA Grant	$	2,000,000
Proposed USDA Grant (Submitted January 2022)	$	22,300,000
US Treasury Tax Credits	$	27,000,000
Long-Term Financing - General Obligation Bonds & State Loan Programs		
General Obligations Bonds and State of Kansas Department of Health State Revolving Loan Program	$	48,700,000
Total Current CMIP Project Projections	**$**	**100,000,000**

Summary of Cash-Flow Timeline - $100,000,000 CMIP Revised Projection		
2018-2022	$	4,500,000
2023 January to July	$	4,000,000
2023 August to December	$	12,000,000
2024 January to 2025 June	$	66,500,000
2025 July to December	$	13,000,000
Total Current CMIP Project Projections Cash-Flow Timeline	**$**	**100,000,000**

Observations & Findings

- The UG should conduct further analysis of the use of Inflation Reduction Act of 2022 (the Act), which extends and expands existing tax credits and adds several new energy tax credits to encourage the production of clean energy and reduce carbon emissions.
- The 2022 Act amended Section 48(a)(3) to include additional categories of energy property, one of which is **"qualified biogas property"**
- **Further analysis and fiscal impact to the Biosolids Project is needed**

ALVAREZ & MARSAL

Preliminary Draft Report – As of Feb. 16

Annual Kaw Point Wastewater Treatment Plant Operating Projections

Upon completion of the Biosolids CMIP construction, Public Works projects operating cost reductions/avoidance and New System Revenue Sources

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Kaw Point Wastewater Facility Operating & Maintenance Costs (Provided by Public Works - Water Pollution Control)		
		Annual Costs
Current Operations & Maintenance Costs *(Includes 20% costs to related to Maintenance Group)*		$ 5,465,000
Operating Cost Increases/Decreases/Avoidance		$ (400,000)
Reduced Disposal Costs	$ (600,000)	
Reduced Chemical Costs	$ (800,000)	
Added O&M Costs of New Facility Improvements	$ 1,000,000	
Revised Estimated Kaw Point Wastewater Facility Operating Costs		**$ 5,065,000**
New Enterprise System Revenue Sources		**$ 2,000,000**
Waste Hauled Tipping Fees	$ 750,000	
Biogas Sales	$ 1,250,000	

Observations & Findings

Per Public Work responses:

- FY 22 Actuals show that current Operations & Maintenance inclusive of 20% of the Kaw Point Maintenance group) are estimated $5,465,000 per year
- The new facility will have a new operating reduction of $400,000 annually
- Sales from Waste Hauling Tipping Fees and Biogas Sales are estimated to generate $2.0 million annually

A&M has not been able to verify/validate the revenue source assumptions

Assessment & Analysis of Revenue Assumptions

Revenue Assumption Analysis is currently under review

Observations & Findings

- *A&M is still waiting for follow-up information from Public Works related to the Revenue Assumption Model*

This section is still under review and development

Preliminary Impact of $48.7M in Debt Service to Sewer Rates

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{A}	{B}	{C}	{D}	{E}	{F}	{G}	{H}	{I}
			Residential (Monthly)			Non-Residential (Monthly)		
Year	G.O. Payment	Rate Increase %	Avg Bill	% of Bill	Cost	Avg Bill	% of Bill	Cost
2022	$ 255,492.19	5.0%	$ 49.46	0.56%	$ 0.28	$ 438.95	0.56%	$ 2.47
2023	$ 256,374.86	5.0%	$ 51.93	0.54%	$ 0.28	$ 460.90	0.54%	$ 2.47
2024	$ 256,468.38	4.0%	$ 54.01	0.51%	$ 0.28	$ 479.34	0.51%	$ 2.46
2025	$ 2,432,690.60	4.0%	$ 56.17	4.65%	$ 2.61	$ 498.51	4.65%	$ 23.18
2026	$ 2,316,804.02	4.0%	$ 58.42	4.24%	$ 2.48	$ 518.45	4.24%	$ 21.97
2027	$ 2,323,865.14	4.0%	$ 60.75	4.07%	$ 2.47	$ 539.19	4.07%	$ 21.93
2028	$ 2,320,476.70	4.0%	$ 63.18	3.89%	$ 2.45	$ 560.75	3.89%	$ 21.79
2029	$ 2,319,273.46	4.0%	$ 65.71	3.72%	$ 2.44	$ 583.18	3.72%	$ 21.67
2030	$ 2,319,958.66	3.5%	$ 68.01	3.57%	$ 2.43	$ 603.60	3.57%	$ 21.57
2031	$ 2,319,897.54	3.5%	$ 70.39	3.43%	$ 2.42	$ 624.72	3.43%	$ 21.46
2032	$ 2,321,224.86	3.5%	$ 72.86	3.30%	$ 2.41	$ 646.59	3.30%	$ 21.36
2033	$ 2,322,474.86	3.5%	$ 75.41	3.18%	$ 2.40	$ 669.22	3.18%	$ 21.27
2034	$ 2,317,976.70	3.5%	$ 78.04	3.05%	$ 2.38	$ 692.64	3.05%	$ 21.12
2035	$ 2,318,677.40	3.5%	$ 80.78	2.93%	$ 2.37	$ 716.88	2.93%	$ 21.02
2036	$ 2,323,134.58	3.5%	$ 83.60	2.82%	$ 2.36	$ 741.97	2.82%	$ 20.96
2037	$ 2,323,698.24	3.5%	$ 86.53	2.72%	$ 2.35	$ 767.94	2.72%	$ 20.86
2038	$ 2,320,080.50	3.5%	$ 89.56	2.61%	$ 2.34	$ 794.82	2.61%	$ 20.72
2039	$ 2,322,563.42	3.5%	$ 92.69	2.51%	$ 2.33	$ 822.64	2.51%	$ 20.64
2040	$ 2,315,746.96	3.5%	$ 95.94	2.41%	$ 2.31	$ 851.43	2.41%	$ 20.48
2041	$ 2,320,694.74	3.5%	$ 99.29	2.32%	$ 2.30	$ 881.23	2.32%	$ 20.42
2042	$ 2,064,900.00	3.5%	$ 102.77	1.98%	$ 2.04	$ 912.07	1.98%	$ 18.08
2043	$ 2,065,300.00	3.5%	$ 106.37	1.91%	$ 2.03	$ 944.00	1.91%	$ 17.99
2044	$ 2,060,900.00	3.5%	$ 110.09	1.83%	$ 2.01	$ 977.04	1.83%	$ 17.87
2045	$ (110,912.50)	3.5%	$ 113.94	-0.09%	$ (0.11)	$ 1,011.23	-0.09%	$ (0.96)
2046	$ -	3.5%	$ 117.93	0.00%	$ -	$ 1,046.63	0.00%	$ -

Observations & Findings:

- The accompanying table shows the incremental cost component to the average monthly customer bill for this scenario ($48.70 million in G.O. Bonds)
- Public Works has indicated that the current monthly debt service projections **would not require added rate increases over what is already "planned"** as shown in column {C}
- Debt service as a % of the **planned rates peaks at 4.07% of the average monthly bill in 2027** ($2.47 for residential and $21.93 for non-residential customers)

ALVAREZ & MARSAL

Preliminary Draft Report – As of Feb. 16

Preliminary Impact of $100M in Debt Service to Sewer Rates (Page 40)

{A}	{B}	{C}	{D}	{E}	{F}	{G}	{H}	{I}
			Residential (Monthly)			Non-Residential (Monthly)		
Year	G.O. Payment	Rate Increase %	Avg Bill	% of Bill	Cost	Avg Bill	% of Bill	Cost
2022	$ 255,492.19	5.0%	$ 49.46	0.56%	$ 0.28	$ 438.95	0.56%	$ 2.47
2023	$ 256,374.86	5.0%	$ 51.93	0.54%	$ 0.28	$ 460.90	0.54%	$ 2.47
2024	$ 256,468.38	4.0%	$ 54.01	0.51%	$ 0.28	$ 479.34	0.51%	$ 2.46
2025	$2,432,690.60	4.0%	$ 56.17	4.65%	$ 2.61	$ 498.51	4.65%	$ 23.18
2026	$5,791,847.77	4.0%	$ 58.42	10.59%	$ 6.19	$ 518.45	10.59%	$ 54.92
2027	$7,588,565.14	4.0%	$ 60.75	13.28%	$ 8.07	$ 539.19	13.28%	$ 71.61
2028	$7,591,176.70	4.0%	$ 63.18	12.71%	$ 8.03	$ 560.75	12.71%	$ 71.27
2029	$7,586,473.46	4.0%	$ 65.71	12.15%	$ 7.99	$ 583.18	12.15%	$ 70.88
2030	$7,589,408.66	3.5%	$ 68.01	11.69%	$ 7.95	$ 603.60	11.69%	$ 70.55
2031	$7,586,847.54	3.5%	$ 70.39	11.23%	$ 7.91	$ 624.72	11.23%	$ 70.18
2032	$7,590,924.86	3.5%	$ 72.86	10.80%	$ 7.87	$ 646.59	10.80%	$ 69.86
2033	$7,589,674.86	3.5%	$ 75.41	10.39%	$ 7.83	$ 669.22	10.39%	$ 69.50
2034	$7,582,426.70	3.5%	$ 78.04	9.98%	$ 7.79	$ 692.64	9.98%	$ 69.09
2035	$7,589,877.40	3.5%	$ 80.78	9.60%	$ 7.75	$ 716.88	9.60%	$ 68.82
2036	$7,588,634.58	3.5%	$ 83.60	9.23%	$ 7.71	$ 741.97	9.23%	$ 68.46
2037	$7,590,398.24	3.5%	$ 86.53	8.87%	$ 7.68	$ 767.94	8.87%	$ 68.14
2038	$7,583,780.50	3.5%	$ 89.56	8.52%	$ 7.63	$ 794.82	8.52%	$ 67.74
2039	$7,589,063.42	3.5%	$ 92.69	8.20%	$ 7.60	$ 822.64	8.20%	$ 67.45
2040	$7,580,446.96	3.5%	$ 95.94	7.87%	$ 7.55	$ 851.43	7.87%	$ 67.04
2041	$7,588,994.74	3.5%	$ 99.29	7.58%	$ 7.52	$ 881.23	7.58%	$ 66.78
2042	$7,336,800.00	3.5%	$ 102.77	7.04%	$ 7.24	$ 912.07	7.04%	$ 64.24
2043	$7,330,600.00	3.5%	$ 106.37	6.77%	$ 7.20	$ 944.00	6.77%	$ 63.87
2044	$7,334,600.00	3.5%	$ 110.09	6.51%	$ 7.16	$ 977.04	6.51%	$ 63.58
2045	$5,150,387.50	3.5%	$ 113.94	4.39%	$ 5.01	$ 1,011.23	4.39%	$ 44.43
2046	$1,796,156.25	3.5%	$ 117.93	1.47%	$ 1.74	$ 1,046.63	1.47%	$ 15.42

Observations & Findings

- The accompanying table reflects the % of the monthly sewer bill being earmarked for payment of the G.O. Debt
- Public Works has indicated that the current debt service projections **would not require added rate increases over what is already "planned"** as shown in column {C}
- Debt service as a % of the **planned rates peaks at 13.29% of the average monthly bill in 2027** ($8.07for residential and $71.61 for non-residential customers)

Preliminary Draft Report – As of Feb. 16

ALVAREZ & MARSAL

Value of Current Kaw Point Treatment Plant

(Page 42)

The UG was unable to provide the original construction value and the asset value of the Kaw Point Wastewater Treatment Plant built in the 1960's

Observations & Findings

- Neither Public Works or Finance were able to report the original construction cost the treatment facility.

- The UG should be able to report this from prior GO and/or Sewer Enterprise Revenue bond issuance offering statements and authorizing ordinances for the issuances of the debt statements and/or authorizing ordinances for the issuances of the original facility construction debt.

Unified Government Combined Treatment Plant Asset Values		
Structures & Improvements		
Treatment Plant	$	79,500,000
Less - Accumulated Asset & Depreciation	$	(61,300,000)
Book Value of Treatment Plant Assets	$	18,200,000
Equipment		
Treatment Plant	$	18,800,000
Less - Accumulated Asset & Depreciation	$	(17,000,000)
Book Value of Treatment Plant Equipment	$	1,800,000

- The UG was unable to report the current Asset Value of the Kaw Point Treatment Facility due to the assets being combined in the balance sheet
  - All improvements and equipment that are capitalized are added to an asset line and depreciated
  - Treatment Plant Structures & Improvements are depreciated over 50 years
  - Treatment Plan Equipment is depreciated over 20 years

- Capital improvement projects for the sanitary sewer system are financed as GO Revenue bonds with a payment for the bonds coming from the Sewer Enterprise Fund versus being issued as Sewer Enterprise Revenue Bonds.

DRAFT Preliminary Return on Investment Analysis (Page 43)

While A&M was not able to fully review the sale of product revenue assumptions, a ROI analysis was drafted that shows that either added revenues from the project are needed or reduced debt service payments for the project to break even

Background: ROI or Internal Rate of Return (IRR) Analysis

- Analyses like this evaluates a project's costs and benefits over a time to determine the likelihood that a project will break even.
- ROI forecasts the cost and benefits of a project in each future year and discounts these costs and benefits to a present value (value today)
- The ROI sums a series of Net Present Values (NPVs); which are is the net benefit (Benefits less costs) for a certain year at a particular discount rate
- The discount rate is like an exchange rate that converts the abovementioned dollars in the future to today's value

Analyses Scenarios

- **Scenario 1: $49.5M GO Debt** with 100% probability for receiving assumed Federal Grants and Tax Credits. Assuming baseline New Revenues of $2M with 5% annual increase, **the ROI would be of $9.4M over the life of the G.O. Bonds (2046)**
- **Scenario 2: $101.8M GO Debt** (0% probability for outside Grants and Tax Credits). Assuming baseline New Revenues of $2M with 5% annual increase**, the ROI would be ($34.3M) over the life of the G.O. Bonds (2046)**
- **Scenario 3 with Break-Even**: Assuming only $74.6M GO Debt (50% probability for receiving Grants and Tax Credits). Assuming baseline New Revenues of $2M with a 5% increase, the ROI would be **$0 or breaking even investment over the life of the G.O. Bonds (2046)**

Recommendations

While the improvements at the Kaw Point Wastewater Treatment Facility are required, the Unified Government should consider several actions and financial improvements moving forward

Summary of Biosolids CMIP Project Investment to Date			
			Total $$
CMIP Project Expenses - As of December 31, 2022			$ 4,342,007.21
Cost of Issuances:- As of December 31, 2022			$ 229,384.30
Paid P&I of G.O. Bonds (As of February 1, 2023)			$ 311,786.12
	Principal	$ 98,196.00	
	Interest	$ 213,590.12	
Future P&I on Existing G.O. Bonds (August 2041)			$ 4,809,575.19
	Principal	$ 3,799,250.00	
	Interest	$ 1,010,325.19	
Unified Government Employee Project Time Investment			Unknown
Total Biosolids CMIP Investments to Date			**$ 9,692,752.82**

1. Project Restart.
With the $9.7 million in project investment to date and only 30% of the design and planning complete, the UG should strongly ***consider a Project Restart to explore:***

- Expanded review of potential equipment and technology solutions
- Issue an open formal Request for Qualifications from the industry on alternative biosolid solutions – 90 Day Plan
- Explore other State & Federal Grant opportunities to reduce the impact to the Kansas City sewer system ratepayers
- Refine projection estimates on impact to KCK customers
- Better understand the potential cost set-off from the federal tax credit program

Recommendations

The Unified Government should consider several actions and financial improvements moving forward

2. Improve Financial Management CMIP Accounting, Budgeting and Reporting Practices

- Deploy a project timekeeping system to monitor internal staff hours spent on major CMIP projects and special initiatives
- Separate asset values for major system facilities on financial statements
- Hold on issuance of any additional temporary note financings until detailed cash-flow forecast can be provided
- Modify UG Procurement Policy to require the County Administrator (and General Counsel) approve any (1) On Call Agreement Statement of Work (2) Contract Amendments and (3) Annual Fee increases
- Public Works should perform monthly reconciliation of project related expenses, including comparing invoice amounts against approved/amended contract/SOW rate schedules and avoid practices of splitting invoices between available purchase orders
- CMIP project budgets should include a cost component for debt financing cost of issuances
- Explore the use of a separate financial "fund" structure to account for any revenues generated from Gas and/or Bio-product gas (do not comingle sale revenue within the Sewer System operations (pending outcomes of Restart RFQ process))