VII. CONSENT AGENDA

CORRECTED ITEM

ITEM NO. 6 – 140299….ORDINANCE: SET OCCUPATION TAX FOR DIGITAL BILLBOARDS

Synopsis: The version sent out in the agenda packet was incorrect. The amounts are $680 (less than 300 sq ft) and $2,718 (300 sq ft or more).

X. ADMINISTRATOR’S AGENDA

UPDATED ITEM

ITEM NO. 1 – 150027….2 RESOLUTIONS: ISSUANCE OF MUNICIPAL TEMPORARY NOTES

Synopsis: Final totals for temporary notes sold today:

- Series 2015-I, $60,275,000
- Series 2015-II, $7,135,000

Each resolution requires a separate vote.

UPDATED ITEM

ITEM NO. 2 – 150028….3 ORDINANCES/4 RESOLUTIONS: ISSUANCE/SALE OF GOB BONDS

Synopsis: Final totals of general obligation bonds sold today.

- Ordinance: Series 2015-A, General Obligation Bonds (KCK), $29,665,000
- Resolution: Series 2015-A, General Obligation Bonds (KCK) $29,665,000
- Ordinance: Series 2015-B, Taxable General Obligation Improvement and Refunding Bonds (KCK), $3,800,000
- Resolution: Series 2015-B, Taxable General Obligation Improvement and Refunding bonds (KCK), $3,800,000
- Resolution: Series 2015-C, General Obligation Bonds (WyCo), $5,070,000
- Ordinance: Series 2015-D, General Obligation Bonds (KCK), $20,615,000
- Resolution: Series 2015-D, General Obligation Bonds (KCK), $20,615,000

Each ordinance and resolution requires a separate vote.
Staff Request for Commission Action

Type: Standard
Committee: Economic Development and Finance Committee

Date of Standing Committee Action: 9/8/2014
(If none, please explain):

Proposed for the following Full Commission Meeting Date: 9/25/2014
Confirmed Date: 9/25/2014

Contact Name: Patrick Waters
Contact Phone: 5079
Contact Email: patrickwaters@wycokck...
Ref: Legal

Item Description:
An ordinance setting the Occupation Tax amount for digital outdoor advertising services.

Action Requested:
To approve the ordinance.

Publication Required

Budget Impact: (if applicable)

Amount: $
Source:

☐ Included In Budget
☑ Other (explain) Policy action, revenue generator.

File Attachment File Attachment File Attachment
ORDINANCE NO. ______________

AN ORDINANCE levying and imposing taxes upon and for the privilege of engaging in the business or providing digital outdoor advertising services in Kansas City, Kansas; amending Chapter 34 Taxation, Section 34-77 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas.

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

Section 1. That Chapter 34, Taxation, Article III, Occupation Tax, Section 34-77 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, is hereby amended to read as follows:

Enumerated occupations:

(a) All persons engaged in the following businesses shall pay the occupation tax set out below for the respective businesses, if no other period is specified, the tax stated in the annual amount.

<table>
<thead>
<tr>
<th>NAICS Code</th>
<th>Description</th>
<th>Tax Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>54850</td>
<td>Digital outdoor advertising services</td>
<td></td>
</tr>
<tr>
<td>541853</td>
<td>Per digital outdoor advertising sign face of less than 300 square feet</td>
<td>$680.00</td>
</tr>
<tr>
<td>541854</td>
<td>Per digital outdoor advertising sign face of 300 square feet or more</td>
<td>$2718.00</td>
</tr>
</tbody>
</table>

Section 2. This ordinance shall be published once each week for two (2) consecutive weeks in the Wyandotte Echo.

Section 3. This ordinance shall take effect January 1, 2015, but not less than sixty-one (61) days after the final publication, unless a sufficient petition for referendum is filed and a referendum held on the ordinance as provided by K.S.A. 12-137 and 12-
138, in which case the ordinance shall become effective of approved by a majority of the electors voting thereon.

PASSED BY THE COMMISSION OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, NOT LESS THAN TWO-THIRDS (2/3) OF THE MEMBERS-ELECT VOTING IN FAVOR THEREOF.

THIS _____ DAY OF _________________________, 2014.

________________________________________
Mark Holland, Mayor/CEO

Attest:

________________________________________
Unified Government Clerk

Approved as to form:

________________________________________
Patrick Waters
Legal Department
Full Commission Meeting Agenda
Thursday, February 05, 2015
7:00 PM

Location:
Municipal Office Building
701 N 7th Street, Lobby
Kansas City, Kansas 66101
Commission Chambers

Name | Absent
--- | ---
Mayor Mark Holland | ☐
Commissioner At-Large Dist. 1 - Vacant | ☐
Commissioner Hal Walker | ☐
Commissioner Gayle Townsend | ☐
Commissioner Brian McKiernan | ☐
Commissioner Ann Brandau-Murguia | ☐
Commissioner Tarence Maddox | ☐
Commissioner Mike Kane | ☐
Commissioner Angela Markley | ☐
Commissioner James Walters | ☐
Commissioner Jane Philbrook | ☐

I. CALL TO ORDER
II. ROLL CALL
III. INVOCATION GIVEN BY REVEREND KEN NETTLING, FAITH LUTHERAN CHURCH
IV. PLEDGE OF ALLEGIANCE
V. REVISIONS TO FEBRUARY 5, 2015 AGENDA
VI. MAYOR’S AGENDA
VII. CONSENT AGENDA
(Anyone wishing to speak about a particular item on the Consent Agenda must notify the Mayor when he asks if there are any “set-asides” on the Consent Agenda. Your item will then be discussed and voted on separately. All remaining items on the Consent Agenda are viewed as a single group and voted on with one vote.)

VIII. PUBLIC HEARING AGENDA
IX. STANDING COMMITTEES’ AGENDA
X. ADMINISTRATOR'S AGENDA
XI. COMMISSIONERS' AGENDA
XII. LAND BANK BOARD OF TRUSTEES' AGENDA
XIII. PUBLIC ANNOUNCEMENT
XIV. ADJOURN

SERGEANT-AT-ARMS: CAPTAIN ROBERT ANGELL

VI. MAYOR'S AGENDA

Item No. 1 - MAYOR/DOJ TASK FORCE ON PUBLIC SAFETY RECRUITMENT

Synopsis:
Conduct a public hearing on the Mayor/Department of Justice (DOJ) Task Force on public safety recruitment.
Tracking #: 150025

VII. CONSENT AGENDA

Item No. 1 - GRANT: STORMWATER QUALITY EDUCATION PROGRAM

Synopsis:
Request approval of a Stormwater Quality Education Grant Program as a requirement of the UG's Stormwater Management Plan and the EPA Consent Order, submitted by Sarah Fjell, Engineering. The grant would be implemented in 2015 with an annual budget of $30,000 funded from the Stormwater Utility Fund.

On January 20, 2015, the Public Works and Safety Standing Committee, chaired by Commissioner Kane, voted unanimously to approve and forward to full commission.
Tracking #: 150007

Item No. 2 - REQUEST: SOLID WASTE MASTER PLAN

Synopsis:
Request approval of the Solid Waste Master Plan as required by the Kansas Department of Health and Environment (KDHE), submitted by Tim Nick, Public Works.

On January 20, 2015, the Public Works and Safety Standing Committee, chaired by Commissioner Kane, voted unanimously to approve and forward to full commission.
Item No. 3 - RESOLUTION: WAIVE FEES FOR NEW HOME CONSTRUCTION

Synopsis:
A resolution waiving the fees for new residential home construction in 2015, submitted by Gordon Criswell, Assistant County Administrator. The waiver of these fees ended on December 31, 2014.

On January 20, 2015, the Public Works and Safety Standing Committee, chaired by Commissioner Kane, voted unanimously to approve and forward to full commission.

Tracking #: 150014

Item No. 4 - REQUEST: PROPOSED CHANGES TO FMLA

Synopsis:
Request approval of proposed changes to the Family and Medical Leave Act (FMLA) to comply with Federal Regulations and Department of Labor Regulations, submitted by Renee Ramirez, Director of Human Resources.

On January 20, 2015, the Administration and Human Services Standing Committee, chaired by Commissioner Markley, voted unanimously to approve and forward to full commission.

Tracking #: 150011

Item No. 5 - GRANT: REACH

Synopsis:
Request acceptance to receive grant funds amounting to $15,000 per year for three years, submitted by Terry Brecheisen, Interim Director of Public Health. The funds will be used to help promote activities and make improvements to new and existing trails (including the two new levee trails).

The Latino Health for All Coalition received the grant from the CDC called Racial and Ethnic Approaches to Community Health (REACH). Because the activities of the grant in the active living/infrastructure are so aligned with the work of our infrastructure team, Healthy Communities Wyandotte submitted a letter of involvement to participate and receive money from the grant.

On January 20, 2015, the Administration and Human Services Standing Committee, chaired by Commissioner Markley, voted unanimously to approve and forward to full commission.

Tracking #: 150001
Item No. 6 - ORDINANCE: SET OCCUPATION TAX FOR DIGITAL BILLBOARDS

Synopsis:
Ordinance setting the occupation tax amount for digital outdoor advertising services, submitted by Patrick Waters, Legal.

*Action on this item was deferred to February 5, 2015, since it requires a vote of no less than two-thirds of the members-elect.*

Tracking #: 140299

Item No. 7 - REPORT: 2014 REPORT ON BOC/MAYOR TRAVEL/EXPENDITURES

Synopsis:

*Per Resolution No. R-13-13, which was unanimously adopted by the commission on February 7, 2013, at the first commission meeting in February, the Legislative Auditor is directed to publish and present a detailed report of each commissioner's travel expenditures for the preceding year.*

*For information only.*

Tracking #: 150026

Item No. 8 - APPOINTMENT: BOARDS AND COMMISSIONS

Synopsis:
Appointment to Boards and Commissions:
Chris Bergman to Golf Advisory Board, 2/5/15 to 5/30/15, submitted by Commissioner Murguia

Tracking #: 970013

Item No. 9 - MINUTES

Synopsis:
Minutes from special sessions of December 18, 2014, and January 8, 2015; and regular session of January 8, 2015.

Tracking #: MINUTES
Item No. 10 - WEEKLY BUSINESS MATERIAL

Synopsis:
Tracking #: WEEKLY BUSINESS MATERIAL

VIII .  PUBLIC HEARING AGENDA

IX .  STANDING COMMITTEES' AGENDA

X .  ADMINISTRATOR'S AGENDA

Item No. 1 - 2 RESOLUTIONS: ISSUANCE OF MUNICIPAL TEMPORARY NOTES

Synopsis:
Two resolutions authorizing the issuance, sale, and delivery of the following municipal temporary notes, submitted by Lew Levin, Chief Financial Officer. All projects and equipment were previously authorized by the commission and consistent with the CMIP.

- Approve resolution for Series 2015-I, estimated cost $60,410,000
- Approve resolution for Series 2015-II (Taxable), estimated cost $7,145,000

On December 18, 2014, the full commission adopted Resolution No. R-125-14, authorizing the offering for sale of general obligation bonds and/or temporary notes to cover the costs.

Each resolution requires a separate vote.
Tracking #: 150027
Item No. 2 - 3 ORDINANCES/4 RESOLUTIONS: ISSUANCE/SALE OF BONDS

Synopsis:
Ordinances and resolutions providing for the issuance, sale, and delivery of the following general obligation improvement bonds, submitted by Lew Levin, Chief Financial Officer. All projects and equipment were previously authorized by the commission and consistent with the CMIP.

- Approve ordinance for Series 2015-A – General Obligation Bonds (KCK), estimated amount $29,995,000
- Approve resolution for Series 2015-A – General Obligation Bonds (KCK), estimated amount $29,995,000
- Approve ordinance for Series 2015-B – Taxable General Obligation Improvement and Refunding Bonds (KCK), estimated amount $3,850,000
- Approve resolution for Series 2015-B – Taxable General Obligation Improvement and Refunding Bonds (KCK), estimated amount $3,850,000
- Approve resolution for Series 2015-C – General Obligation Bonds (WyCo), estimated amount $5,255,000
- Approve ordinance for Series 2015-D General Obligation Refunding Bonds (KCK), estimated amount $21,955,000
- Approve resolution for Series 2015-D General Obligation Refunding Bonds (KCK), estimated amount $21,955,000

On December 18, 2014, the full commission adopted Resolution No. R-125-14, authorizing the offering for sale of general obligation bonds 2015-A, 2015-B, and 2015-C, and/or temporary notes to cover the costs.

On January 8, 2015, the full commission adopted Resolution No. R-1-15, authorizing the offering for sale of general obligation refunding bonds 2015-D, and taxable general obligation refunding bonds referred to as 2015-E, but which has been combined into 2015-B, to cover the costs.

Approve the ordinances prior to adopting the resolutions; each requiring a separate vote for a total of seven votes.
Tracking #: 150028

Item No. 3 - RESOLUTION: FIRE/WPC MAINTENANCE FACILITY

Synopsis:
A resolution of intent to increase the CMIP budget for the proposed construction of a facility that would house Fire Maintenance and Supply and the Water Pollution Control Sewer Maintenance Construction, Sewer Maintenance Operations & Maintenance, WPC Records and Mapping and Pump Station Operations and Maintenance, submitted by Mike Tobin, Public Works Interim Director.
On January 20, 2015, the Public Works and Safety Standing Committee, chaired by Commissioner Kane, voted unanimously to forward to full commission.
Tracking #: 150013

XI. COMMISSIONERS' AGENDA

XII. LAND BANK BOARD OF TRUSTEES' AGENDA

XIII. PUBLIC ANNOUNCEMENTS

XIV. ADJOURN
Public Hearing: Mayor/Department of Justice (DOJ) Task Force on Public Safety Recruitment
Staff Request for Commission Action

Type: Standard
Committee: Public Works and Safety Committee

Date of Standing Committee Action: 1/20/2015
(If none, please explain):

Proposed for the following Full Commission Meeting Date: Confirmed Date: 2/5/2015
2/5/2015

Changes Recommended By Standing Committee (New Action Form required with signatures)

<table>
<thead>
<tr>
<th>Date: 1/6/2015</th>
<th>Contact Name: Sarah Fjell</th>
<th>Contact Phone: x5724</th>
<th>Contact Email: <a href="mailto:Sfjell@wycokck.org">Sfjell@wycokck.org</a></th>
<th>Ref:</th>
<th>Department / Division: Engineering</th>
</tr>
</thead>
</table>

Item Description:
Stormwater Quality Education Grant Program is a requirement of the UG’s Stormwater Management Plan and the EPA Consent Order. The grant program would be implemented in 2015 with an annual budget of $30,000 funded from the Stormwater Utility Fund. Projects are intended to support local youth or community groups, schools, non-profits, and other eligible groups in Wyandotte County with each project eligible for up to $5000 in grant money. Grants are to be awarded on a competitive selection process based on a review of applications by a selection committee. The proposed application criteria and guidelines are attached.

This is a requirement of the Stormwater Management Plan and part of the Partial Consent Decree with the EPA.

Action Requested:
Staff requests approval of the proposed grant program.

Publication Required

Budget Impact: (if applicable)

Amount: $
Source:
☑ Included In Budget Currently in budget for the MS4 program. $30,000/year.
☐ Other (explain)
Unified Government of Wyandotte County/Kansas City, Kansas

STORMWATER MANAGEMENT PLAN

Stormwater Quality Education Grant Program

Summary of Program

- Grant Program is a requirement of the UG’s Stormwater Management Plan and the EPA Consent Order.
- $30,000 annually funded from the Stormwater Utility Fund (563), with applicants qualifying to receive grants of up to $5,000 per project.
- Program was modeled after similar programs implemented by Mid-America Regional Council (MARC) and Johnson County Public Works.
- Projects to be located within and provide direct benefit to residents and businesses in Wyandotte County.
- Program is intended to support local youth or community groups, schools, not-for-profit organizations or other eligible entities.
- A streamlined application packet has been prepared which identifies program details, eligibility requirements, project guidelines, selection process and reporting requirements.
- Final report required from applicant following project completion.
- Grants are to be awarded on a competitive selection process based on review of applications by a selection committee.
- Proposed selection committee to be comprised of four individuals – one UG technical staff member (B. Heatherman), one representative from MARC, and two individuals from the community. Seeking input on make-up of committee.
- Plan to present Grant Program to Standing Committee at their January 20, 2015 meeting.
- Program details may change based on feedback from Standing Committee.
- Will use UG website and newsletters to advertise program. UG staff will also contact area schools, teachers, and non-profit organizations.
- Advertise program no later than February 15, 2015.
A. INTRODUCTION

The Unified Government of Wyandotte County/Kansas City, Kansas (UG) has established a Stormwater Quality Education Grant Program to help fund educational projects and activities related to stormwater quality. The Grant Program is funded by the UG’s Stormwater Utility Fund and is administered by the Public Works Department.

The main goal of the Grant Program is the improvement of surface water quality in Wyandotte County. To accomplish this goal, this program has been developed to provide financial assistance for programs, projects, or activities which provide public or private education related to stormwater quality. Because runoff reaches the water resources that people and wildlife depend on, it is important to maintain or improve the quality of water in our local streams and lakes.

The UG will award up to $30,000 annually, with successful applicants receiving grants of up to $5,000 per project. Grants are awarded on a competitive grant application process. Each grant application will be reviewed by a selection committee for eligibility and merit, according to the procedures and criteria set forth in the guidelines outlined in this packet. The selection committee will make recommendations to the Public Works Director for final determination of all grant applications. All approved projects will receive funding by means of an executed Grant Award Agreement between the UG and the Applicant laying out the approved project elements, eligible expenses, and terms of grant implementation.

This packet covers the information needed to complete the application, and includes the following sections:

- Eligibility Requirements
- Project Guidelines
- Project Funding
- Project Reporting
- Project Selection and Grant Award Process
- Application Form
STORMWATER QUALITY EDUCATION GRANT PROGRAM

APPLICATION FORM

APPLICATION DEADLINE: March 15, 2015

Please review the Stormwater Quality Education Grant Program Application Packet prior to filling out this application form. Please provide responses to all questions below. Provide as much detail as possible, including information the Applicant feels is pertinent and not asked below. Mail or hand deliver five (5) copies of the completed and signed form, and any supporting documentation to the address listed on Page 2.

Project Title: ________________________________________________________

Name of Organization: ________________________________________________

Mailing Address: _____________________________________________________

Name of Primary Project Contact/Manager: _______________________________
   Daytime or Cell Phone Number: _____________________________
   Email Address: _____________________________________________

Name of Secondary Project Contact: _________________________________
   Daytime or Cell Phone Number: _____________________________
   Email Address: _____________________________________________

Amount Requested: _$__________________  Total Project Cost: _$_____________

1. GROUP DESCRIPTION – Describe your group’s or organization’s purpose, history, and if it is a formal or informal organization.

2. PROJECT DESCRIPTION – Write a detailed description of the proposed project.

3. PROJECT OBJECTIVES – Write a description of how your project will address any of the Clean Stormwater Grant Program Objectives identified in the Application Packet.
4. **PROJECT LOCATION** – Explain where your project will be conducted. If necessary, attach a map to the application. If the project will be conducted outside of Wyandotte County, then describe the direct benefits provided by the project to the residents of the County.

5. **PROJECT PARTICIPANTS** – Who will participate in your project and in what capacity? What are the roles of the project manager/coordinator if you plan to involve volunteers, how will you recruit them and how many will be involved. Are there other organizations or groups you plan to work with?

6. **PUBLICITY** – Do you intend to publicize your project (i.e. using television, newspapers, newsletters, direct mailing, etc.), and if so, explain what your plan is.

7. **EVALUATION AND CONTINUATION** – How will you evaluate the success of your project? How will the project continue to on-going or long-term activities and benefits?

8. **BUDGET** – Submit a preliminary project budget following the Example listed in the Application Packet.

9. **SCHEDULE** – Attach a preliminary schedule for project implementation following the Example in the Application Packet.

10. **SUPPORTING DOCUMENTATION** – Include with the application any additional information, letters of support from partners, etc.

**AUTHORIZING SIGNATURE**

I certify that all information provided in this grant application is complete and true to the best of my knowledge, and that I am duly authorized to submit this application on behalf of my organization or group.

_____________________________________________ ___________________________
Signature of Applicant Date

_____________________________________________
Printed Name of Applicant

_____________________________________________
Title of Applicant

MAIL OR DELIVER FIVE (5) COPIES OF THIS FORM WITH ATTACHMENTS TO: Ms. Sarah Fjell, P.E. Stormwater Education Grant Program Administrator, Public Works Department, 701 N. 7th Street, Kansas City, Kansas 66101
Please direct all questions to the Grant Program Administrator – Sarah Fjell, at the UG’s Public Works Department, by phone at 913-573-5700, by email at sfjell@wycokck.org, or by mail to 701 N. 7th Street, Kansas City, Kansas 66101.

B. ELIGIBILITY REQUIREMENTS

What types of programs or projects are eligible for funding under the Grant Program?

There are two general types of projects or programs eligible for the program:

- **Public Education and Outreach.** Programs designed to inform citizens, schools, and businesses about the impact of stormwater runoff on surface-water quality and actions to reduce stormwater pollution. Such programs could include, but are not limited to:
  1) Public education and outreach to encourage behavior change leading to the reduction of pollution caused by stormwater runoff, such as, but not limited to, lawn and garden care, rain gardens and rain barrels, proper disposal of household hazardous waste, pet waste, and litter;
  2) Public education and outreach for school-age children that could include the development and/or implementation of programming for watershed (drainage area) and water-quality education, water-quality monitoring, or other stormwater related issues.
  3) Public education and outreach that address issues related to human health and safety during and after flooding events (such as large levels of bacteria in surface water after a rain event).

- **Public Participation and Involvement.** Programs that encourage the participation and involvement of Wyandotte County residents and businesses to reduce polluted stormwater runoff. Such activities could include, but are not limited to:
  1) Organization and implementation of one time public participation and involvement initiatives, such as, but not limited to, community clean-ups along local streams, and lakes, community and/or school-based water festivals, construction and planting of rain gardens, rain barrel building workshops, and storm drain stenciling activities.
  2) Organization and ongoing support of citizen-based or school programs such as “stream teams” and “Adopt a stream” initiatives.

Who can apply for funding?

The UG will accept applications from schools, entities legally incorporated and/or organized as a corporation, government entities, associations, not-for-profit businesses/organizations, community groups, service or youth clubs, or student groups.

Who is not eligible for funding?
Grants will not be awarded to individuals, not-for-profit businesses/organizations, or public agencies who propose projects necessary to comply with federal, state, or local regulations. Grant funds cannot be used to develop or implement stormwater pollution prevention plans, monitoring, or other activities required by a National Pollutant Discharge Elimination System stormwater permit.

Are there other eligibility requirements?

- Projects or programs must be located within and provide a direct benefit or service to the residents and businesses in Wyandotte County.
- Applicant is responsible for following all safety precautions.
- The maximum allowable grant request for this program is $5,000. Grant amounts are not-to-exceed amounts.

C. PROGRAM GUIDELINES

If selected for funding, projects or programs must meet the following general guidelines:

- A detailed project plan and budget for all approved expenses shall be prepared and included in the Grant Award Agreement.
- Grant monies will be distributed via a reimbursement format in accordance with the terms set forth in the Grant Award Agreement.
- Any expenses not fully documented may be denied for reimbursement. The UG may conduct periodic audits of grant expenses to help ensure grant funds are being utilized appropriately and as reported.
- All projects must be completed in accordance with applicable local, state and federal law, and all required permits, agreements, permissions, approval, etc. must be obtained by the Applicant or their representatives.
- All projects must be completed per the plan outlined in the Grant Award Agreement. The Public Works Director must approve, in writing, any proposed changes to the plan once a grant is awarded.
- All projects must be completed within the time frame specified in the Grant Award Agreement. The Program Administrator must approve, in writing, any requested time extensions. Typical timelines for education projects or programs are 6 to 9 months.
- The UG reserves the right to withhold funds or revoke awards if required reporting is not filed in a timely manner or if project requirements and objectives set out in the Grant Award Agreement are not being met.

D. PROGRAM FUNDING

The grant program is funded at $30,000 annually. Project funding varies, but will not exceed $5,000 per project; awards may range from $2,000 to $3,000. The actual number of grants awarded will depend on the number of successful applicants and the amount of funding granted to each applicant.
What types of expenses are eligible for grant reimbursement?

- Eligible expenses must be project-specific and necessary for proper and complete implementation of the stormwater-related components of the project in the categories of:
  - Materials, Equipment and Supplies
  - Consulting Fees
  - Personnel
  - Other Project Specific Costs
- Project specific personnel costs and stipends (i.e. teacher training, etc.) may be eligible. Adequate documentation of all billed hours, including copies of employee timesheets, hourly payroll rates, and description of work done, will be required prior to acceptance of these types of costs.
- Indirect costs are typically not eligible. Expenses are to be broken down into specific cost items. However, for institutions of higher education and private not-for-profit organizations which rely on indirect costs for budgeting purposes, indirect costs can be utilized by may not exceed 20%.
- All approved expenses will be mutually agreed upon and detailed in the project budget in the Grant Award Agreement prior to start of the project.

What types of expenses are not eligible for grant reimbursement?

- Cost associated with work paid prior to grant award.
- Costs associated with work already required of the applicant to meet federal, state, or local requirements.
- Wages or salaries for research or manual labor
- Administrative overhead
- Personal food, refreshments and mileage
- Any permit fees required to implement the project.

Other restrictions may apply – if you have questions about eligibility of expenses, please contact the Grant Program Administrator.

E. PROJECT REPORTING

Is a project report required for this grant?

Eighty percent (80%) of the grant award will be disbursed at time of award. The remaining 20% will be distributed after receipt of supporting documentation as listed below. The UG will provide the appropriate forms and report format with the Grant Award Agreement. Within 30 days of the completion of the project elements and invoicing, a Project Narrative Report will be
required to be submitted summarizing all the project tasks and elements are completed and costs accounted for.

Each applicant is required to submit the following in both electronic and hard copy formats:

- **A Project Narrative Report** at the end of the project, which must include a project description and (at a minimum) responses to the questions below.
  a. What was learned from this project?
  b. If you could repeat the project, what would you do differently and why?
  c. Did you meet your expectations?
  d. Did you encounter any challenges or problems during your project? If so, please explain.
  e. How many people were involved or reached?
  f. Identify members of your organization who will be key participants in establishing/maintaining the project, if applicable.
  g. Identify how this project will provide ongoing value to the target audience or participants.

- **Attachments** to include, but are not limited to:
  a. A detailed report of expenses including copies of receipts.
  b. Samples of project materials, handouts, or work.
  c. Photos or video of project activities on CD/DVD.

**F. PROJECT SELECTION AND GRANT AWARD PROCESS**

This grant program is competitive. Therefore, Applicants or applications not meeting the eligibility requirements will not be considered. Projects will be ranked and selected for funding through a review process administered by the UG Stormwater Grant Program Selection Committee. As one part of this review, proposed projects will be evaluated using a scoring system based upon the following criteria (100 points possible):

1) **Education about Stormwater Pollution Prevention (30 Points):**
   a) Does the project spread a message about reducing stormwater pollution?
   b) How well does the project encourage reducing stormwater pollution?
   c) Will innovative approaches to improving water quality be used?

2) **Clarity of Project Description (30 Points):**
   a) Is the project clearly described?
   b) Are the proposed tasks reasonable?
   c) Are the tasks clearly defined?
   d) Is the schedule of work/timeline complete?
   e) Does the project include an assessment plan to measure effectiveness?

3) **Budget (20 Points):**
   a) Does the project achieve its stated goals in a cost-effective manner?
   b) Could the project or activity be used again or continued in the future?

4) **Publicity/Community Outreach (20 Points):**
a) How many people will be involved or reached?
b) How will the project be publicized?

The Stormwater Grant Program Selection Committee will evaluate the applications and make recommendations for funding to the Public Works Director, or his designee, based on the extent to which:

- The proposed project meets one or more grant objectives, and the UG’s Stormwater Management Program goals (refer to Page 7 for the Stormwater Grant Project Objectives).
- The project description, tasks, anticipated results and schedule are clear and complete, and that the budget is detailed and appropriate.
- The applicant demonstrates the ability to coordinate, manage and complete the project.
- The project reaches the general public or specific groups thorough publicity, educational efforts, or participation.
- The project will result in or contribute to ongoing or long-term efforts and benefits.

The Director, or his designee, will review the grant applications, supporting information, and project scores, and the selection committee’s recommendations, and authorize applications for funding consistent with the program’s eligibility criteria. Successful applicants must sign a Grant Award Agreement which is submitted for final UG approval and execution.

G. SCHEDULE

- The application deadline is March 15, 2015.
- Awards to be announced week of March 30, 2015.
- Initial funds disbursed: First 80% by April 15, 2015.
- Projects completed by October 15, 2015.
- Final reports due by November 15, 2015, with remaining 20% grant disbursement.

H. APPLICATION PROCESS

For Fiscal Year 2015, the deadline for receipt of grant applications is March 15, 2015. Applications must be postmarked by, or hand-delivered to the address below, by 5:00 p.m.

An application form is included with this packet. Please read the application carefully and complete the form with as much detail about your proposed project as possible. The Applicant must provide a proposed schedule and project budget (See examples on page 7). Supplemental information can be attached to the application if it is helpful in describing the project.

A name for the Project Coordinator/Leader/Manager is required. Email will be the predominant means of communication, therefore, a working email address for the contact is strongly encouraged. The application form must be signed by a duly authorized official or designee from the applying organization. Applications that are not complete may be disqualified.
Submit five (5) hard copies of the application form and supporting information to:

Ms. Sarah Fjell, P.E.
Stormwater Education Grant Program Administrator
Public Works Department
701 N. 7th Street
Kansas City, Kansas 66101

STORMWATER GRANT PROGRAM OBJECTIVES
Applicants are encouraged to propose and implement projects which meet one or more of the following stormwater quality objectives:

- **Stormwater Quality Information and Education** — Inform and educate the general public, specific members of the community, or students about: a) local water resources, supplies and sources; b) water quality and pollution prevention; and c) urban stormwater runoff (where it goes, how it becomes polluted and how citizens can help keep it clean).

- **Household Hazardous Waste Information and Education** — Inform and educate the general public, specific members of the community, or students about: a) reducing household hazardous wastes through use of alternative practices or products; and b) proper use, storage and recycling or disposal of household hazardous wastes, including but not limited to motor oil, paint wastes, and garden/lawn chemicals.

- **Business and Industry Stormwater Pollution Prevention Assistance and Education** — Inform and educate the local businesses about: a) water quality and pollution prevention; b) compliance with stormwater quality regulations; c) awareness and prevention of illicit discharges; and c) urban stormwater runoff (where it goes, how it becomes polluted and how they can help keep it clean).

- **Environmental Restoration, Enhancement and Preservation** — Study, enhance, restore or preserve the quality of wetland, riparian (creek and river bank) and lake water bodies by: a) performing stream sampling and analysis of water samples; b) removal of litter and wastes; and c) planting appropriate trees and vegetation.

**PROJECT SCHEDULE EXAMPLE (TBD)**

**PROJECT BUDGET EXAMPLE (TBD)**
Staff Request for Commission Action

Type: Standard
Committee: Public Works and Safety Committee

Date of Standing Committee Action: 1/20/2015
(If none, please explain):

Proposed for the following Full Commission Meeting Date: Confirmed Date: 2/5/2015
2/5/2015

☑ Changes Recommended By Standing Committee (New Action Form required with signatures)

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<tr>
<td>1/7/2015</td>
<td>Tim Nick</td>
<td>573-5400</td>
<td><a href="mailto:Tnick@wycokck.org">Tnick@wycokck.org</a></td>
<td></td>
<td>Public Works</td>
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Item Description:
It is required by the Kansas Department of Health and Environment (KDHE) that each county has a Solid Waste Planning Committee. It is also required by KDHE that the Solid Waste Master Plan be reviewed on an annual basis by the Committee and be approved by the Board of County Commissioners. The review should address any changes in the solid waste management system since the last plan review and also include the recommendations of the committee.

The attached document includes the minutes of the Solid Waste Planning Committee yearly review. The only change to the current plan was the closing of the Neighborhood Recycling Center at the end of 2013. The center was then re-opened in October of 2014 as a yard waste drop-off site.

Action Requested:
It is requested that the Standing Committee accept and approve the review and recommendations of the Solid Waste Planning Committee and forward to the Full Commission for approval.

☐ Publication Required

Budget Impact: (if applicable)

Amount: $
Source:
☑ Included In Budget
☐ Other (explain)

DOC010715.pdf
Adobe Acrobat 7.0
Document
87.1 KB
Wyandotte County Solid Waste Management Committee  
November 12, 2014 Annual Meeting Minutes

**Attending:** Lou Braswell, Mike Clagett, Andy Harris, Mark Donahoo, Richard Mabion, Greg Talkin, Bruce Chladny, Rita Hoag, Amber McCullough, Michael Webb, Peter Yazbec, Lindsay Behgam, Jasmine Holmes, Tim Nick, Kirk Suther, and Stephanie Moore.

1. **Approval of March 21, 2013 Minutes.** Rita made a motion to accept the March 21, 2013 Minutes. Lou seconded the motion. Motion carried.

2. **Review of Solid Waste Plan.** A Power Point presentation giving an overview of the Wyandotte County Solid Waste Plan was presented. The infrastructure of the systems in place to manage solid waste were discussed such as residential trash services, curbside recycling services, drop off recycling centers, glass recycling, business recycling options, tree waste diversion, and business disposal and diversion of solid waste. In addition, there was discussion of special wastes such as household hazardous waste, electronics recycling, and prescription drug take back projects.

3. **Review of Solid Waste Infrastructure.** The Johnson County Board of Commissioners’ ban on yard waste taken to the Deffenbaugh Landfill scheduled to start on January 1, 2012 was extended to June 30, 2013 for the Unified Government, Bonner Springs, and Edwardsville. In the 2013 Kansas Legislative session House Bill No. 2074 was passed. The bill said that Johnson County did not have the authority to legislate a yard waste ban for Wyandotte County residents.

In the fall 2013, the Unified Government in cooperation with Johnson County Government and Deffenbaugh Industries implemented alternative ways for Wyandotte County residents to get rid of grass clippings, leaves, and branches. The goal of these cooperative efforts is to reduce the amount of yard waste going into the Deffenbaugh landfill. On September 3, 2013 Wyandotte County residents were able to take their residential yard waste directly to the Deffenbaugh landfill in Johnson County free of charge. In addition, beginning on October 1, 2003 the Recycling Center, 3241 Park Drive, began accepting yard waste or leaves and tree branches.

During the 2014 budget process, it was decided to close the Wyandotte County Recycling Center at 3241 Park Dr. as of December 31, 2013. The former Recycling Center, 3241 Park Dr. was converted into a Yard Waste Drop Off Site in 2014.

With the discovery of the emerald ash borer with all the dead ash trees coming in the next few years, it is going increase wood waste for the local infrastructure. These options will need to be evaluated.

4. **Review of Goals and Strategies.** As part of the Power Point presentation there was also discussion about the Solid Waste Plan’s adopted goals and strategies.

   **Reduce and Reuse Strategies:**

   1. Continuation of Unified Government’s Green team.
2. Encourage schools and businesses to adopt Green Team programs.
3. Continue operation of the Unified Government SWAP: Surplus with a Purpose. This program collects extra office supplies and has them available for reuse by other departments.
4. Put together a program to educate residents and businesses about waste reduction ideas.
5. Promotion of reuse facilities, e.g. thrift shops etc.
6. Development and implementation of an educational program to encourage a grass cycling program.
7. Investigate if businesses can donate food instead of disposing of it.
8. Encourage government, schools, and business procurement policies for promoting source reduction.

Recycling Strategies:

1. Continue on-going efforts to educate residents about solid waste disposal and diversion services available to them.
2. Continue and promote the curbside recycling program in Kansas City and Bonner Springs.
3. Continue to promote drop off recycling centers.
4. Continue providing containers for special events recycling.
5. Continue on-going office recycling program for the Unified Government.
6. Continue working with schools with educational materials about recycling.
7. Encourage and promote the participation of residents and businesses with the new glass recycling drop off containers of Ripple Glass.
8. Encourage the expansion of apartment and business recycling.

Composting Strategies:

1. Johnson County has implemented a ban on yard waste in the Johnson County Landfill. Programming for yard waste is being developed.
2. Development of a publicity plan to inform residents about changes in trash pickup dealing with yard waste and inform residents of changes in service, if applicable.
3. Development and implementation of an educational program about yard waste diversion strategies.
4. Encourage residents, businesses, and government to dispose of tree waste to be mulched or composted.
5. Investigate to see what type of infrastructure and/or programming is available to address food waste in the business waste stream.

5. Other. The Mid-America Regional Council Solid Waste District conducted a recycling survey in 2012-2013 which included a summary report of Wyandotte County. Our 5-year update of the Wyandotte County Solid Waste Plan is scheduled to be done next year in 2015.
Staff Request for Commission Action

Tracking No. 150014

□ Revised
□ On Going

Type: Standard
Committee: Public Works and Safety Committee

Date of Standing Committee Action: 1/20/2015
(If none, please explain):

Proposed for the following Full Commission Meeting Date: Confirmed Date: 2/5/2015

2/5/2015

□ Changes Recommended By Standing Committee (New Action Form required with signatures)

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<tr>
<td>1/8/2015</td>
<td>Gordon Criswell</td>
<td>5030</td>
<td><a href="mailto:jleverich@wycokck.org">jleverich@wycokck.org</a></td>
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</tr>
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Item Description:
Continued discussion of the assessment of Unified Government fees for new residential home construction. The waiver of these fees ended on December 31, 2014. This was originally discussed at the Economic Development and Finance Committee on Monday, January 5, 2015.

Action Requested:
Consider adopting recommendation to waive the fees for 2015.

□ Publication Required

Budget Impact: (if applicable)

Amount: $
Source:
□ Included In Budget
□ Other (explain)

File Attachment
File Attachment
File Attachment
File Attachment
A RESOLUTION AUTHORIZING WAIVER OF BUILDING PERMIT AND SANITARY SEWER CONNECTION FEES FOR SINGLE-FAMILY CONSTRUCTION THROUGH DECEMBER 31, 2015.

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

That the County Administrator is hereby authorized to waive building permit fees and sanitary sewer connection fees for new single-family residential construction from the date of this resolution through December 31, 2015.

ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, THIS _____ DAY OF FEBRUARY 2015.

______________________________
Unified Government Clerk
Staff Request for Commission Action

Tracking No. 150011

Type: Standard
Committee: Administration and Human Services Committee

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

Proposed for the following Full Commission Meeting Date: 2/5/2015

Confirmed Date: 2/5/2015

Changes Recommended By Standing Committee (New Action Form required with signatures)

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<tr>
<td>1/7/2015</td>
<td>J Renee Ramirez</td>
<td>573-5665</td>
<td><a href="mailto:rramirez@wycokck.org">rramirez@wycokck.org</a></td>
<td></td>
<td>Human Resources</td>
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Item Description:
Proposed Changes to comply with Federal Regulations for Family and Medical Leave Act of 1993 as amended (FMLA) and Department of Labor regulations

Action Requested:
For approval

Publication Required

Budget Impact: (if applicable)

Amount: $
Source:

Included In Budget
Other (explain)

File Attachment
FAMILY AND MEDICAL LEAVE

I. General: The Unified Government will provide up to 12 weeks of job-protected leave and continuing pre-existing health coverage during a rolling 12 month period measured backward from the date an employee uses any FMLA leave. FMLA leave is available to "eligible" employees for certain family and medical reasons, as required by the Family and Medical Leave Act of 1993 (FMLA). Leave provided under this policy may be referred to as FMLA leave. FMLA leave is available to eligible employees for certain family and medical reasons, as provided in the Family and Medical Leave Act of 1993, as amended, (FMLA) and Department of Labor regulations.

II. Policy

A. Employee eligibility: To be "eligible," for FMLA leave, an employee must:

1. have worked for Have been employed by the Unified Government for at least 12 months within the previous seven years; and

2. have worked Have at least 1,250 hours during the 12 months preceding the start of the leave. An employee returning from fulfilling his or her National Guard or Reserve military obligation will be credited with the hours of service that would have been performed but for the period of military service.

B. Leave entitlement: An eligible employee shall be entitled to a total of 12 workweeks of leave, either paid or unpaid or a combination of the two, for any of the following reasons totaling:

1. 12 workweeks during a rolling 12-month period for any of the following reasons:
   a. For Because of the birth of a child and to care for such the newborn child;
   b. Because of the placement of a child with the employee for adoption or foster care. (Employees may take FMLA leave before the actual placement or adoption of a child if an absence from work is required for the placement for adoption or foster care to proceed. Leave must conclude within 12 months of the birth or placement.); Leave for birth or placement for adoption or foster care must conclude within 12 months of the birth or placement.

2. c. To care for a the employee’s spouse, son, or daughter, or parent, who has a serious health condition; or

3. d. For Because of a serious health condition that makes the employee unable to perform the functions of the employee's job; or

   e. Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status (or has been
notified of an impending call or order to covered active duty) in the Armed Forces.

2. 26 workweeks in a single 12-month period for an employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember with a serious injury or illness, beginning the first day the eligible employee takes FMLA leave to care for a covered servicemember and ending 12 months after that date.
   a. During the single 12-month period described in II.B.2, all leaves taken under II.B.1 or II.B.2 may not exceed a combined total of 26 workweeks.

C. Leave because of qualifying exigency: Eligible employees may take FMLA leave while the employee’s spouse, son, daughter, or parent is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces for one or more of the following qualifying exigencies:

1. Short-term notice deployment
   a. To address any issue that arises from the fact that the military member is notified of an impending call or order to covered active duty in the Armed Forces seven or less calendar days prior to the date of deployment;
   b. Leave taken for this purpose can be used for a period of seven calendar days beginning on the date the military member is notified of the impending call or order to covered active duty;

2. Military events and related activities
   a. To attend any official ceremony, program, or event sponsored by the military that is related to the covered active duty or call to covered active duty status of the military member; and
   b. To attend family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the covered active duty or call to covered active duty status of the military member;

3. Childcare and school activities
   a. To arrange for alternative childcare for a child of the military member when the covered active duty or call to covered active duty status of the military member necessitates a change in the existing childcare arrangement;
   b. To provide for childcare for a child of the military member on an urgent, immediate need basis (but not on a routine, regular, or everyday basis) when the need to provide such care arises from the covered active duty or call to covered active duty status of the military member;
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c. To enroll in or transfer to a new school or day care facility a child of the military member when enrollment or transfer is necessitated by the covered active duty or call to covered active duty status of the military member; and

d. To attend meetings with staff at a school or a daycare facility regarding a child of the military member when such meetings are necessary due to circumstances arising from the covered active duty or call to covered active duty status of the military member;

4. Financial and legal arrangements
   a. To make or update financial or legal arrangements to address the military member’s absence while on covered active duty or call to covered active duty status; and
   b. To act as the military member’s representative before a federal, state, or local agency for the purposes of obtaining, arranging, or appealing military service benefits while the military member is on covered active duty or call to covered active duty status, and for a period of 90 days following the termination of the military member’s covered active duty status;

5. Counseling. To attend counseling provided by someone other than a health care provider for oneself, for the military member, or for the child of the military member, provided that the need for counseling arises from the covered active duty or call to covered active duty status of the military member;

6. Rest and recuperation. To spend time (up to 15 days for each instance) with a military member who is on short-term, temporary, rest and recuperation leave during the period of deployment;

7. Post-deployment activities
   a. To attend arrival ceremonies, reintroduction briefings and events, and any other official ceremony or program sponsored by the military for a period of 90 days following the termination of the military member’s covered active duty status; and
   b. To address issues that arise from the death of a military member while on covered active duty status, such as meeting and recovering the body of the military member, making funeral arrangements, or attending funeral services;

8. Additional activities. To address other events which arise out of the military member’s covered active duty or call to covered active duty status provided that the department head and employee agree that such leave shall qualify as an exigency, and agree to both the timing and duration of such leave.
C.D. Manner of taking leave

1. Continuous - a number of consecutive days up to 12 weeks the entitlement specified in II.B.

2. Intermittent or reduced schedule leaves schedule
   a. Leaves to care for a serious health condition, of either the employee or of one of the permitted family members, may be taken on an intermittent or reduced schedule basis when medically necessary, subject to II.C.3.e. below. Intermittent leave or leave on a reduced leave schedule may be taken because of the employee’s own serious health condition, to care for a parent, son, or daughter with a serious health condition, or to care for a covered servicemember, provided there is a medical need for the leave and the medical need can be best accommodated through an intermittent or reduced leave schedule. In addition, leave due to a qualifying exigency may be taken on an intermittent or reduced leave schedule basis.
   b. Leaves for birth or placement for adoption or foster care after the birth to be with a healthy newborn child or after placement of a healthy child for adoption or foster care may be taken on an intermittent or reduced leave schedule basis only with the approval of the department head.
   c. The Unified Government may temporarily transfer an employee on an intermittent or reduced leave schedule to an alternative position with equivalent pay and benefits in order to accommodate intermittent leave or a reduced leave schedule if the employee is qualified for the position and for which the employee is qualified and which better accommodates recurring periods of leave than the employee’s regular job. Transfer to an alternative position may include altering an existing job to better accommodate the employee’s need for an intermittent or reduced leave schedule. The alternative position must have equivalent pay and benefits.
   d. Where an employee normally works a part-time schedule or variable hours, the amount of leave to which an employee is entitled is determined on a pro-rata or proportional basis.
   e. Employees on FMLA leave for the reason of their own serious illness or injury are prohibited from being gainfully employed by any employer other than the Unified Government or being self-employed.

3. Notice and scheduling
   a. An employee giving notice of the need for FMLA leave must explain the reason for the leave to allow the supervisor to determine that the leave qualifies under the Act. If the employee fails to explain the reason, leave may be denied.
b. In any case in which the necessity for leave is for birth or placement for adoption or foster care and is foreseeable based on an expected birth or placement, the employee shall provide the Unified Government with not less than 30 days' notice, before the date the leave is to begin, of the employee’s intention to take leave. If the date of the birth or placement requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable.

c. In any case in which the necessity for leave is to care for a serious health condition, either of the employee or a permitted family member and is foreseeable based on planned medical treatment, the employee

(1) shall make a reasonable effort to schedule the treatment so as not to disrupt unduly Unified Government operations, subject to the approval of the health care provider of the employee or of the permitted family member, as appropriate; and

(2) shall provide the Unified Government with not less than 30 days' notice before the date the leave is to begin of the employee's intention to take leave. If the date of the treatment requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable.

d. If an employee fails to give 30 days notice for foreseeable leave with no reasonable excuse for the delay, the Unified Government may deny leave until 30 days after the employee gives the notice.

e. When the need for leave, or its approximate timing, is not foreseeable, an employee shall give notice to the Unified Government of the need for FMLA leave as soon as practicable. In an emergency the employee or a designee should provide information when possible.

f. As directed by his/her supervisor, the employee on FMLA leave shall report every 30 days on his/her status and intent to return to work.

g. Each occurrence of absence due to intermittent FMLA leave must be reported as FMLA leave at the time the employee notifies the supervisor of the absence.

a. Employee obligations

(1) An employee must provide the Unified Government with at least 30 days advance notice before FMLA leave is to begin if the need for the leave is foreseeable based on an expected birth, placement for adoption or foster care, planned medical treatment for a serious health condition of the employee or of a family member, or the planned medical treatment for a serious injury or illness of a covered servicemember. If 30 days' notice is not practicable, such
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as because of a lack of knowledge of when leave will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as practicable. When the need for FMLA leave is clearly foreseeable in advance and an employee fails to give timely advance notice with no reasonable excuse, the Unified Government may delay FMLA coverage.

(2) When the approximate timing of the need for FMLA leave is not foreseeable, an employee must provide notice as soon as practicable. If an employee fails to give notice of the need for FMLA leave as soon as practicable, the Unified Government may delay FMLA coverage.

(3) When taking leave for an FMLA qualifying reason, an employee is required to follow departmental policies for reporting absences, unless unusual circumstances justify the failure to comply.

(4) An employee must provide sufficient information for the Unified Government to reasonably determine whether the FMLA may apply to the leave request, as well as the anticipated duration of the absence, if known. Failure to respond to reasonable inquiries regarding the leave request may result in denial of FMLA protection if the Unified Government is unable to determine whether the leave is FMLA-qualifying.

(5) When an employee seeks leave for the first time for a FMLA-qualifying reason, the employee need not expressly assert rights under the FMLA or even mention the FMLA. When an employee seeks leave due to a qualifying reason, for which the Unified Government previously has provided the employee with FMLA-protected leave, the employee must specifically reference either the qualifying reason for the leave or the need for FMLA leave. Calling in “sick” without providing more information will not be considered sufficient notice of FMLA leave.

(6) When planning medical treatment, the employee must consult with his or her supervisor or department head and make a reasonable effort to schedule the treatment so as not to disrupt unduly the department’s operations, subject to the approval of the health care provider.

(7) An employee on an intermittent or reduced leave schedule must advise his or her supervisor or department head, upon request, of the reasons why the intermittent or reduced leave schedule is necessary and of the schedule for treatment, if applicable. Upon request, the employee shall meet with the supervisor or department
head to attempt to work out a leave schedule that meets the employee’s needs without unduly disrupting the department’s operations, subject to the approval of the health care provider.

(8) As directed by his or her supervisor or department head, an employee on FMLA leave must report periodically on his or her status and intent to return to work.

(9) Employees on FMLA leave for their own serious illness or injury are prohibited from being gainfully employed by an employer other than the Unified Government or from being self-employed.

b. Notices by Unified Government

(1) *Eligibility notice.* When an employee requests FMLA leave, or when the Unified Government acquires knowledge that an employee’s leave may be for an FMLA-qualifying reason, the Unified Government will notify the employee of the employee’s eligibility to take FMLA leave within five business days, absent extenuating circumstances. The eligibility notice will state whether the employee is eligible for FMLA leave and, if the employee is not eligible, will state the reason why.

(a) Employee eligibility will be determined and notice provided at the commencement of the first instance of leave for each FMLA-qualifying reason in the applicable 12-month period. If the employee provides notice of a subsequent need for FMLA leave during the applicable 12-month period due to a different FMLA-qualifying reason and the employee’s eligibility notice has not changed, no additional eligibility notice will be provided.

(2) *Rights and responsibilities notice.* Along with the eligibility notice, the Unified Government will provide a written rights and responsibilities notice detailing the specific expectations and obligations of the employee and explaining any consequences of a failure to meet these obligations. The rights and responsibilities notice will be accompanied by a certification form.

(3) *Designation notice.* When the Unified Government has enough information to determine whether the leave is being taken for a FMLA-qualifying reason (e.g., after receiving a certification), the Unified Government will notify the employee whether the leave will be designated and counted as FMLA leave within five business days, absent extenuating circumstances.
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(a) Only one notice will be provided for each FMLA-qualifying reason during the applicable 12-month period, regardless of whether the leave is continuous or intermittent or reduced schedule leave. If the information provided in the designation notice changes (e.g., the employee exhausts the FMLA leave entitlement), the Unified Government will provide, within five business days of receipt of the employee’s first notice of need for leave subsequent to any change, written notice of the change.

(b) When the amount of the leave needed is known at the time the Unified Government designates the leave as FMLA-qualifying, the Unified Government will notify the employee of the number of hours, days, or weeks that will be counted against the employee’s FMLA leave entitlement in the designation notice. If it is not possible to provide the hours, days, or weeks that will be counted against the employee’s FMLA leave entitlement (such as in the case of unforeseeable intermittent leave), then the Unified Government will provide notice of the amount of leave counted against the employee’s FMLA entitlement upon request by the employee, but not more often than once in a 30-day period and only if leave was taken in that period.

(c) The Unified Government may retroactively designate leave as FMLA leave with appropriate notice to the employee if the failure to timely designate leave does not cause harm or injury to the employee.

4. Certification and documentation
   a. In the case of An employee requesting FMLA leave due to the employee’s own serious health condition that makes the employee unable to perform one or more of the essential functions of his or her position or to care for a serious health condition of a permitted covered family member with a serious health condition the employee must obtain and submit a complete and sufficient certification issued by from his or her the health care provider of the family member that the employee is needed to care for such family member or the family member’s health care provider, as appropriate. The employee must use the certification form included in FMLA packet and instructions.

   b. In the case of FMLA leave due to the employee’s own serious health condition the employee must obtain and submit a certification issued by the employee’s health care provider that the condition makes the employee unable to perform the essential functions of the employee’s position.
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e. If an employee has notified the Unified Government that his/her FMLA leave will be on an intermittent or reduced schedule basis, the certification issued by the applicable health care provider must include

(1) either

(a) a statement that such type of leave is a medical necessity, or

(b) a statement that such type of leave is necessary to care for the family member or will assist in the family member’s recovery; and

(2) the expected duration and schedule of such leave.

b. The certification must provide, among other information:

(1) The approximate date on which the serious health condition commenced and its probable duration;

(2) A statement or description of appropriate medical facts regarding the patient’s health condition for which the FMLA leave is requested that is sufficient to support the need for leave;

(3) If the employee is the patient, information sufficient to establish that the employee cannot perform the essential functions of the employee’s job, as well as the nature of any other work restrictions, and the likely duration of such inability;

(4) If the patient is a covered family member with a serious health condition, information sufficient to establish that the family member is in need of care and an estimate of the frequency and duration of the leave required to care for the family member;

(5) If an employee requests leave on an intermittent or reduced schedule basis for planned medical treatment of the employee’s or a covered family member’s serious health condition, information sufficient to establish the medical necessity for such leave and an estimate of the dates and duration of such treatments and any periods of recovery;

(6) If an employee requests leave on an intermittent or reduced schedule basis for the employee’s serious health condition, including pregnancy, that may result in unforeseeable episodes of incapacity, information sufficient to establish the medical necessity for such leave and an estimate of the frequency and duration of the episodes of incapacity; and

(7) If an employee requests leave on an intermittent or reduced schedule basis to care for a covered family member with a serious
5.6 Family and Medical Leave

health condition, a statement that such leave is medically necessary to care for the family member’s recovery, and an estimate of the frequency and duration of the required leave.

c. An employee requesting FMLA leave for the birth of a child, to care for the newborn child, or because of the placement of a child with the employee for adoption or foster care may be required to submit documentation substantiating the reason for the leave.

d. The employee must provide the certification or documentation within 15 calendar days after the Unified Government requests it, unless it is not practicable under the particular circumstances to do so despite the employee’s diligent, good faith efforts or the Unified Government extends the time.

e. The Unified Government will advise an employee whenever it finds a certification incomplete or insufficient, and shall state in writing what additional information is necessary to make the certification complete and sufficient. A certification is considered incomplete if one or more of the applicable entries on the form have not been completed. A certification is considered insufficient if it is complete, but the information provided is vague, ambiguous, or non-responsive. The Unified Government will provide an employee with no less than seven calendar days (unless not practicable under the particular circumstances despite the employee’s diligent good faith efforts) to cure any deficiency.

f. The Unified Government may deny FMLA leave to an employee who fails to provide a certification or whose certification remains incomplete and insufficient after the employee has been provided the opportunity to cure any deficiency.

g. If an employee submits a complete and sufficient certification signed by the health care provider, the Unified Government may not request additional information from the health care provider, but may contact the health care provider for the limited purposes of clarification and authentication of the medical certification after the employee has been given the opportunity to cure any deficiencies. All contact with the health care provider shall be through the Human Resources Department. In no event is the employee’s direct supervisor to contact the health care provider.

h. The Unified Government may require the employee to obtain a second opinion from a health care provider designated by the Unified Government, at the Unified Government's expense. If opinions differ, the Unified Government may require a third certification at the Unified Government's expense. The third opinion will be final and binding.
Pending receipt of the second (or third) opinion, the employee is provisionally entitled to the benefits of the FMLA. If the certifications do not ultimately establish the employee’s entitlement to FMLA leave, the leave will not be designated as FMLA leave.

i. In the case of FMLA leave due to a qualifying military exigency, a copy of the military member's active duty orders or other documentation issued by the military that indicates that the military member is on active duty or call to active duty status and the dates of the military member's covered active duty service may be required in addition to information regarding the need for and duration of the leave.

j. In the case of FMLA leave to care for a covered servicemember with a serious injury or illness, the employee will be required to provide documentation to verify that the servicemember is a covered servicemember, in addition to information regarding the need for and duration of the leave. Additionally, verification of the next of kin status of the employee to the covered servicemember may be required.

Recertification

1. The Unified Government requires recertification during the period of leave for pregnancy, chronic or permanent/long-term conditions if:

   (a) the employee requests an extension of leave,

   (b) circumstances described by the original certification have changed significantly, or

   (c) the Unified Government receives information that casts doubt upon the continuing validity of the original certification.

2. Recertification may be required for both continuous and intermittent leave every 30 days. The Unified Government may require recertification for leave taken because of an employee’s serious health condition or the serious health condition of a family member. Recertification may be requested no more than every 30 days or the minimum duration of the condition as shown on the medical certification, whichever is longer. In all cases, the Unified Government may require a recertification of a medical condition every six months in connection with an absence by the employee.

   (2) The Unified Government may request a recertification in less than 30 days if:

   (a) The employee requests an extension of leave;
(b) Circumstances described by the original certification have changed significantly, for example, changes in the duration or frequency of absence or the nature or severity of the illness, complications, or a pattern of using unscheduled FMLA leave in conjunction with scheduled days off; or

(c) The Unified Government receives information that casts doubt upon the employee’s stated reason for the absence or the continuing validity of the certification.

(3) The Unified Government may ask for the same information when obtaining recertification as that permitted for the original certification. In addition, as part of the information allowed to be obtained on recertification for leave taken because of a serious health condition, the Unified Government may provide the health care provider with a record of the employee’s absence pattern and ask the health care provider if the serious health condition and need for leave is consistent with such a pattern.

(4) The employee must provide the requested recertification within 15 calendar days unless it is not practicable under the particular circumstances to do so despite the employee’s diligent, good faith efforts or the Unified Government gives the employee more time.

(5) Any recertification requested by the Unified Government shall be at the employee’s expense. No second or third opinion on recertification may be required.

(36) Employees who are using FMLA leave at the end of their eligible 12-month period (either continuous or intermittent) and continue to meet the criteria to be eligible for FMLA, are required to submit new documentation (FMLA packet) at the beginning of the new 12-month eligibility period.

An employee whose continuous FMLA leave was due to the employee's own serious health condition must submit certification from his/her health care provider that the employee is able to perform the essential functions of his/her job before returning to work. The employee will not be reinstated until such fitness for duty certification is submitted. The fitness for duty certification is not also may be required for absences while the employee is on intermittent FMLA leave.

If an employee fails to provide any certification required under this section within a reasonable time under the circumstances, the Unified Government
may deny the leave until certification is provided or may deny continuation of the leave.

5. Relationship to paid leave
   a. Before any unpaid FMLA leave is taken, all accrued vacation (including banked) leave and sick leave must be exhausted, except as provided in the next paragraph. Paid leave which is classified as FMLA leave constitutes part or all of the 12 or 26 weeks of FMLA leave to which an employee is entitled.
   b. The employee's FMLA 12-week entitlement will run concurrently with any leave taken under Workers' Compensation or other injury benefits on duty when the injury is one that meets the criteria for a serious health condition. (See definition in II.F.5. below.) In other words, Workers' Compensation or its equivalent will be counted as FMLA leave.
   c. Based on information provided by the employee, the Unified Government will determine whether paid leave used by an employee counts as FMLA leave and will notify the employee immediately.
   d. Whenever an employee uses paid leave, the employee is only required to comply with the requirements of the particular leave policy which governs that leave or with the terms of an applicable bargaining agreement which governs that leave and not any more stringent requirements of this policy. If either the Unified Government or the employee designates leave as FMLA leave after leave has begun, the entire or some portion of the paid leave period may be retroactively counted as FMLA leave to the extent that the leave period qualified. Once leave is classified as FMLA leave, the employee must comply with the requirements of this policy if he/ or she has not already done so.

D. Maintenance of benefits:

1. The An employee who takes FMLA leave will not accrue any employment benefits except seniority during any period of unpaid leave. Thus, no vacation or sick leave time is earned during any calendar month unless the employee is in paid status for the minimum month, as defined in 2.8—Hours of Operation, or the Memorandum of Understanding, or other contractual agreement between the Unified Government and a represented group of employees to which an employee is subject.

2. While an employee is on paid FMLA leave, the Unified Government will continue health coverage at the same level of contributions, and benefits as if the employee were working. Any share of group health plan premiums that had been paid by the employee before FMLA leave must continue to be paid by the employee during the FMLA leave period. If premiums are raised or lowered, the employee must pay the new premium rates. If the Unified Government provides a
new health plan or benefits or changes health plans or benefits or plans while an employee is on FMLA leave, the employee will receive the new or changed plan or benefits to the same extent as if the employee were not on leave.

a. To maintain coverage during unpaid leave, the employee is required to pay all contributions to medical and dental insurance which would ordinarily be deducted from his/her paychecks. If premiums are raised or lowered for the group of employees of which the employee on FMLA leave is a member, the employee will be required to pay the new premium rates.

b. Failure to make payments will result in the cancellation of the particular coverage. A payment that is more than 30 days late is considered to be a failure to pay. Before canceling the coverage of an employee whose premium payment is late, the Unified Government will provide written notice to the employee that the payment has not been received. The notice will be mailed to the employee at least 15 days before coverage is to cease, advising that coverage will be cancelled on a specified date at least 15 days after the date of the letter unless payment has been received by that date.

c. Canceled medical and dental coverages will be reinstated upon the employee’s request when the employee returns to work, on the same terms as prior to taking the leave. When an employee whose health coverages have been canceled returns to work, the Unified Government will restore the employee to coverage and benefits equivalent to those the employee would have had if leave had not been taken and the premium payments had not been missed, including family or dependent coverage, without any qualifying period, physical examination, or exclusion of pre-existing conditions.

3. Except as required by the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA), the Unified Government's obligation to maintain health benefits under this policy ceases in the following circumstances:

   a. If and when the employment relationship would have terminated if the employee had not taken FMLA leave;
   b. If the employee informs the Unified Government of his/her intent not to return from leave;
   c. If the employee fails to return from leave and thereby terminates employment or continues on leave after exhausting his or her FMLA entitlement in the 12-month period; or
   d. If the employee exhausts his/her FMLA leave entitlement.
4. If the employee does not return to work after the period of leave has expired, the employee must reimburse the Unified Government for the Unified Government’s share of the health care coverage plan premiums during the period of unpaid FMLA leave, unless the reason the employee does not return to work due to:

   a. The continuation, recurrence, or onset of a serious health condition, either of the employee or a permitted family member, or a serious injury or illness of a covered servicemember, which would otherwise entitle the employee to leave under the FMLA; or

   b. Other circumstances beyond the control of the employee.

   The Unified Government may require medical certification from a health care provider if an employee states he or she is unable to return to work under II.D.4.a. above of the employee’s or the family member’s serious health condition or the covered servicemember’s serious injury or illness at the employee’s expense.

5. An employee who returns to work for at least 30 calendar days is considered to have “returned” to work. An employee who transfers directly from taking FMLA leave to retirement, or who retires during the first 30 days after the employee returns to work, is deemed to have returned to work.

6. Participation in the Employee Contributions Cafeteria Plan

   a. While on paid FMLA leave, he/she is eligible to participate in the Employee Contributions Cafeteria Plan (the Plan) and may continue participation in such the Plan if he/she was a member when the leave began. An employee on unpaid FMLA leave is not eligible to participate in the Plan except as provided in this section.

   b. When the need for unpaid FMLA leave is foreseeable, an employee may make arrangements to prepay health care premiums for the period of unpaid leave through increased payroll deductions and may thus maintain his/her participation in the Plan.

   c. If the employee was a member of the Plan before beginning a period of unpaid FMLA leave, upon return to work, the employee will automatically be reinstated in the Plan with the same benefit elections he/she had before going on leave.

67. To maintain voluntary group term life insurance coverage during a period of unpaid FMLA leave, the employee must pay the premiums for such coverage, which would ordinarily be deducted from his/her paychecks. If an employee does not maintain this coverage during a period of unpaid FMLA leave, he/she may reinstate coverage upon payment of the missed premiums.
78. An employee who is unable to return to work at the end of FMLA leave should refer to rights under the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA). -See 4.1—Health Care Benefits.

EF. Job restoration

1. Except as provided in subsection 2, any eligible employee who takes FMLA leave shall be entitled, upon return from such leave:
   a. To be restored by the Unified Government to the position of employment held when the leave began; or
   b. To be restored to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.

2. If the employee is unable to perform the essential functions of the position because of a physical or mental condition, including the continuation of a serious health condition or an injury or illness also covered by workers’ compensation or injury on duty, the employee has no right to restoration to the same or another position under the FMLA.

3. The Unified Government’s obligation to restore an employee to the same or equivalent position ceases in the following circumstances:
   a. If and when the employment relationship would have terminated if the employee had not taken FMLA leave;
   b. The employee informs that Unified Government of his or her intent not to return from leave; or
   c. The employee fails to return from leave or continues on leave after exhausting his or her FMLA entitlement in the 12-month period.

G. Protection for employees who request FMLA leave or otherwise assert FMLA rights

1. The Family and Medical Leave Act prohibits interference with an employee’s rights under the law and with legal proceedings or inquiries relating to an employee’s rights.

2. Unified Government employees, including supervisors and other members of management, are prohibited from interfering with, restraining, or denying the exercise of (or attempts to exercise) any rights provided under this policy or the Act or from in any way discriminating or retaliating against any individual (whether or not an employee) for opposing or complaining about any unlawful practice under the Act.

3. Employees are prohibited from discriminating against any individual (whether or not an employee) because that individual has--
   a. Filed any charge or instituted or caused to be instituted any proceeding under or related to this policy or the Act;
b. Given, or is about to give, any information in connection with an inquiry or proceeding relating to any right provided under this policy or the Act; or

c. Testified, or is about to testify, in any inquiry or proceeding relating to any right provided under this policy or the Act.

4. “Interfering with” the exercise of an employee’s rights includes (but is not limited to) discouraging an employee from using FMLA leave or using the taking of FMLA leave as a negative factor in hiring, promotions, disciplinary actions, performance evaluations, or other employment actions.

5. Employees who violate this policy are subject to discipline, up to and including termination.

II. Definitions:

1. **Contingency operation**: The term “contingency operation” means a military operation that:

   a. Is designated by the Secretary of Defense as an operation in which members of the Armed Forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force; or

   b. Results in the call or order to, or retention on, active duty of members of the uniformed services under section 688, 12301(a), 12302, 12304, 12305, or 12406 of Title 10 of the United States Code, chapter 15 of Title 10 of the United States Code, or any other provision of law during a war or during a national emergency declared by the President or Congress.

2. **Covered active duty or call to covered active duty status**: The term “covered active duty or call to active duty status” means:

   a. In the case of a member of the Regular Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and

   b. In the case of a member of the Reserve components of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation.

3. **Covered servicemember**: The term “covered servicemember” means:

   a. A current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
b. A covered veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness.

4. Covered veteran: An individual who was a member of the Armed Forces (including a member of the National Guard or Reserves), and was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran.

5. Health care provider: Health care provider: A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the state in which the doctor practices, podiatrists, dentists, clinical psychologists, optometrists, chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist), nurse practitioners, nurse-midwives, clinical social workers, and physician assistants who are authorized to practice under state law and who are performing within the scope of their practice as defined under state law; Christian Science Practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; or and any other person designated determined by the U.S. Secretary of Labor to be capable of providing health care services.

6. Incapacity: The inability to work, attend school, or perform other regular daily activities due to a serious health condition, treatment therefore, or recovery therefrom.

7. In loco parentis: Having day-to-day responsibilities to care for or to financially support a child, or, in the case of an employee, having had such responsibility for the employee when the employee was a child.

8. Next of kin of a covered servicemember: The nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: Blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made, and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember's next of kin and may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember's only next of kin.

9. Outpatient status: With respect to a covered servicemember, means the status of a member of the Armed Forces assigned to—
(A) A military medical treatment facility as an outpatient; or
(B) A unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

210. **Parent**: The biological parent of an employee, adoptive, step, or foster father or mother, or any other individual who treated the employee as a son or daughter during the time the employee was under 18 years of age stood in loco parentis to the employee when the employee was a son or daughter. This term does not include parents “in law”.

3. **12 month period of eligibility**: 12 month period of eligibility is based on a rolling 12 month period measured backward from the date an employee uses any FMLA leave.

4. **Permitted family member**: A spouse, a son, a daughter or a parent.

511. **Serious health condition**: An illness, injury, impairment, or physical or mental condition that involves one of the following:

a. **Hospital Care** – Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or subsequent treatment in connection with such inpatient care.

b. **Absence Plus Treatment** – A period of incapacity of more than three consecutive calendar days, including any subsequent treatment or period of incapacity relating to the same condition, that also involves:

   (1) **Treatment two or more times** – Treatment two or more times, within 30 days of the first day of incapacity, unless extenuating circumstances exist, by a health care provider, by a nurse or physician’s assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or

   (2) **Treatment by a health care provider on at least one occasion** – Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider. Treatment by a health care provider means an in-person visit to a health care provider. The first (or only) in-person treatment visit must take place within seven days of the first day of incapacity.

c. **Pregnancy** – Any period of incapacity due to pregnancy, or for prenatal care.
d. **Chronic Conditions Requiring Treatments**

*Chronic conditions* – Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:

(1) Requires **periodic** periodic visits (defined as at least twice a year) for treatment by a health care provider, or by a nurse or physician’s assistant under direct supervision of a health care provider;

(2) Continues over an **extended period of time** extended period of time (including recurring episodes of a single underlying condition); and

(3) May cause **episodic** episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

e. **Permanent/Long-term Conditions Requiring Supervision**

*Permanent or long-term conditions* - A period of incapacity due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

f. **Multiple Treatments (Non-Chronic Conditions)**

*Conditions requiring multiple treatments* - Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, for:

(1) **Restorative surgery** Restorative surgery after an accident or other injury;

(2) A condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).

g. For the purpose of this section II.F.5., routine physical, eye, or dental examinations are not considered treatment, and conditions for which cosmetic treatments are administered (such as most treatments for acne or plastic surgery) are not serious health conditions unless inpatient hospital care is required or
unless complications develop. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomachs, minor ulcers, headaches other than migraine, and routine dental or orthodontia problems, and periodontal disease are not ordinarily serious health conditions and do not qualify for FMLA leave.

12. **Serious injury or illness:**

a. In the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness that was incurred by the covered servicemember in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces and that may render the servicemember medically unfit to perform the duties of the member’s office, grade, rank, or rating; and

b. In the case of a covered veteran means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran, and is:

(i) A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember’s office, grade, rank, or rating; or

(ii) A physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or

(iii) A physical or mental condition that substantially impairs the covered veteran’s ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or

(iv) An injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

13. **Son or daughter:** A biological, adopted, or foster child, a stepchild, a legal ward, or a person whom the employee treats as the employee’s child of a person standing in loco parentis, who is either under age 18 or age 18 or
older and incapable of self-care because of a mental or physical disability at the
time that FMLA leave is to commence.

14. **Son or daughter of a covered servicemember:** The servicemember’s son or
daughter who is of any age.

15. **Son or daughter on covered active duty or call to covered active duty status:** The
employee’s son or daughter who is on covered active duty or call to covered
active duty status and is of any age.

16. **Spouse:** A husband or wife, includes as defined or recognized under state
law for purposes of marriage in the state where the employee resides, including
common law marriage in states where it is recognized.

17. **Treatment:** Treatment includes (but is not limited to) examinations to determine if
a serious health condition exists and evaluations of the condition. Treatment does
not include routine physical examinations, eye examinations, or dental
examinations.

18. **12-month period:** The 12 months measured backward from the date an employee
uses any FMLA leave.

I. Intent of policy; interpretation

The intent of this policy is to implement the Family and Medical Leave Act of 1993, as
amended, and the regulations promulgated by the Department of Labor. See 29 C.F.R.
Part 825. No rights are conferred by this policy beyond those in the Family and Medical
Leave Act. This policy will be interpreted consistent with the Act and the implementing
regulations.

GJ. Conflict:

Should any term or provision of this policy be in conflict with any other policies of the
UNITED GOVERNMENT Human Resources Guide policy or applicable
Memorandum of Understanding, this policy shall prevail, except as otherwise noted
herein in this policy. In such event, however, the remaining terms and provisions of this
GUIDE the Guide not in conflict with this policy shall continue in full force and effect.

RELATED POLICIES:

4.1 Health Care Benefits

5.1 Sick Leave

5.2 Vacation

5.11 Leaves of Absence Without Pay

6.1 Workers Compensation and Injury Leave

RELATED FORMS:

FMLA Packet and Instructions
Personnel Action Notice
Staff Request for Commission Action

Type: Standard
Committee: Administration and Human Services Committee
Proposed for the following Full Commission Meeting Date: 02/05/2015

Date of Standing Committee Action: 1/20/2015
(If none, please explain):

Changes Recommended By Standing Committee (New Action Form required with signatures)

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<thead>
<tr>
<th>Date</th>
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<th>Contact Phone</th>
<th>Contact Email</th>
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<tbody>
<tr>
<td>1/2/2015</td>
<td>Terry Brecheisen</td>
<td>573-6707</td>
<td><a href="mailto:ljnicke@wycokck.org">ljnicke@wycokck.org</a></td>
<td></td>
<td>Public Health</td>
</tr>
</tbody>
</table>

Item Description: **ONLY VISIBLE TEXT WILL BE PRINTED**
The Latino Health for All Coalition successfully applied for and received a grant from the CDC called Racial and Ethnic Approaches to Community Health (REACH). Because the activities of the grant in the active living/infrastructure area are so aligned with the work of our infrastructure team, Healthy Communities Wyandotte submitted a letter of involvement to participate and receive money from the grant. HCW's portion of the award is $15,000. per year for three years, for a total of $45,000. The funds will be used to help promote activities and make improvements to new and existing trails (including the two new levee trails).

Action Requested: **ONLY VISIBLE TEXT WILL BE PRINTED**
Acceptance of grant funds.

Publication Required

Budget Impact: (if applicable)

Amount: $
Source:
- Included In Budget
- Other (explain) Grant funding request

Supporting Documentation
Dr. Vicki Collie-Akers
Work Group for Community Health and Development
1000 Sunnyside Dr., Room 4082
Dole Center, University of Kansas
Lawrence, KS 66045

July 15, 2014

Dear Dr. Collie-Akers,

I am pleased to offer this Letter of Involvement for the University of Kansas/Latino Health for All Coalition for the proposed project “Assuring healthy spaces for Latinos in Kansas City, Kansas” on behalf of the Unified Government of Wyandotte County/Kansas City, KS Public Health Department (UGPHD). We have been pleased to be a member of the Latino Health for All Coalition for the last 2 years, and believe the LHFA Coalition has and continues to play a critical role in assuring conditions in which Latinos can be healthy.

Our organization has been active in the planning that occurred earlier this year, and was involved in the Community Action Plan development included in the grant application the University of Kansas Work Group for Community Health and Development is submitting on behalf of the LHFA Coalition. Specifically, UGHPD employees contributed to planning in the following ways:

- Through Healthy Communities Wyandotte, a community health coalition involving the Mayor that is based out of the local health department, we provided input in developing plans of action for each of the core committees of the Latino Health For All Coalition.
- Our coalition mirrors the work of the Latino Health For All coalition. Like LHFA, we have committees working in the areas of healthy infrastructure, nutrition, and access to health services. Members of our teams serve on LFHA, and vice versa. This has improved alignment of our work and prevents duplication of activities.
- We worked with the Community Health Council, another LHFA member organization, to develop the health insurance enrollment effort, Enroll Wyandotte, which is a key health access strategy in the work plan.
Intent to Form a Subrecipient Agreement with the University of Kansas Center for Research, Inc. (KUCR)—with a PHS-Compliant Sponsor

Section A: Prime Award (KUCR):

<table>
<thead>
<tr>
<th>KUCR Principal Investigator: Vicki Collie-Akers</th>
<th>Prime Agency: CDC</th>
</tr>
</thead>
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Title of KUCR Application: Assuring Healthy Spaces for Latinos in Kansas City, KS

Section B: Subrecipient Information:

It is our intent to enter into a Subrecipient Agreement with the University of Kansas Center for Research, Inc. (KUCR), for collaboration on the above referenced prime award being submitted by KUCR. This document confirms our commitment to participate in the above referenced study.

<table>
<thead>
<tr>
<th>Legal Name of Subrecipient Organization (as specified in System for Award Management—SAM)</th>
<th>Unified Government of Wyandotte County/Kansas City, KS</th>
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<tr>
<td>DUNS#: 010852097</td>
<td>FEIN#: 48-1194075</td>
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<tr>
<td>Subrecipient Principal Investigator: Wesley McKin</td>
<td>Requested Amount of Subrecipient Award: $45,000</td>
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<tr>
<td>Project Period:</td>
<td>Subrecipient Cost Share (if applicable):</td>
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<td>From: September 2014 To: September 2017</td>
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Address of Subrecipient:

619 Ann Ave

| City: Kansas City                                                                          | State: KS |
| 9-digit zip code: 66101-3038                                                               | NAICS Code: |
| Country: United States of America                                                         | 3rd |

Phone Number: 913-573-8833
Fax Number: 913-321-7932
Email Address: wmckain@wycokck.org
Website Address: www.wycokck.org/healthy

Address of Place of Performance (if different):

| City: Kansas City                                                                          | State: KS |
| 9-digit zip code: 66101, 65102, 66104                                                     | NAICS Code: |
| Congressional District: 3rd                                                               |

Section C: Subrecipient Registration in SAM and Audit Status:

As a Subrecipient, we understand that prior to execution of any final Subrecipient Agreement, we are required to have a Dun & Bradstreet Data University Numbering System (DUNS) number and be registered in the System for Award Management (SAM) (formerly CCR).

1. Does the Subrecipient organization have a current registration in System for Award Management (SAM)?
   ☐ Yes ☐ No

2. Subrecipient organization’s A-133 Audit Status:
   ☒ Subrecipient DOES receive an annual audit in accordance with OMB Circular A-133.
   ☐ Subrecipient DOES NOT receive an annual audit in accordance with OMB Circular A-133 because:
     ☐ Subrecipient is a For-profit, Foreign, or Federal Entity
     ☐ Subrecipient expended less than $500,000 in Federal awards during the most recent fiscal year

3a. Fiscal year end date: Click here to enter date. 3b. Subrecipient is a (please complete section I and II below):
   I: ☐ Non-profit entity ☐ For-profit entity ☒ Government entity
   II: ☐ Foreign entity ☐ Non-Foreign entity

4. Subrecipient’s A-133 filing EIN (if different than above): Click here to enter text.

5. Please attach or provide the location of most recent A133 audit: Click here to enter text.

If a subrecipient does not receive an A-133 audit or has findings on their most recent A-133 audit, KUCR may include additional requirements in the subaward agreement, such as a limited scope audit or increased monitoring provisions.
Project Abstract Summary

Health for All: Healthy Places that Promote Health Equity among Latinos in Kansas City, KS

Building on a five year history of implementing a community-based participatory research project promoting health among Latinos in Kansas City, Kansas, the Latino Health for All Coalition proposes comprehensive implementation of a project aimed at assuring access to affordable healthy foods, community-design for physical activity, and access to quality, culturally-competent preventive health services. Latinos in Kansas City, Kansas experience disproportionately adverse outcomes related to obesity, diabetes, and CVD. In addition, self-report surveys indicate low engagement in leisure-time physical activity, low rates of consuming adequate amounts of fruits and vegetables, and high rates of uninsured residents.

The purpose of the proposed project is to promote healthy behaviors and reduce risk for disparities in chronic disease by creating or strengthening community spaces and places for Latinos to access healthy foods, opportunities for physical activity, and high-quality and culturally-appropriate services for chronic disease management. This will be achieved by expanding a multi-sector coalition and implementation of strategic policy, system, and environmental change that promote health and health equity.

The proposed project will focus on a priority area that includes a cluster of neighborhoods characterized by: a) a concentration of Latino residents at high risk for experiencing health disparities related to diabetes and cardiovascular disease; b) high rates of poverty; c) low educational attainment; d) high prevalence of diabetes and cardiovascular disease; e) low rates of insurance coverage; and f) low engagement in critical health behaviors, such as healthy eating, being active, and accessing health services.

The outcomes to be achieved through the proposed project are:

- To increase the number of people with increased access to environments with healthy food or beverages from 1,500 to 10,500 by September 2017.
- To increase the number of people with increased access to physical activity opportunities from 0 to 20,000 by September 2017.
- To increase the number of people with increased access to prevention, risk reduction, and chronic disease management opportunities from 15,750 to 29,750 by September 2017.

This will be achieved through a combination of strategies that include: increasing access to healthy foods by working through restaurants and small stores to promote availability of healthy foods; adjusting the food offerings in public settings to assure that greater than 50% are identified as healthy; assuring parks, paths, and streets are well-designed to promote walking, biking, and other forms of physical activity; expanding access to care by strengthening the network of providers providing preventive health and chronic disease management services; and assuring culturally-competent multi-disciplinary teams of providers.

The Latino Health for All Coalition’s base of more than 40 community partners representing multiple sectors in the community is well-positioned to effectively implement the proposed project. Its history of promoting healthy behaviors and strong infrastructure for building partnerships and mobilizing community members will assure success.
### Staff Request for Commission Action

**Tracking No. 140299**

<table>
<thead>
<tr>
<th>Revised</th>
<th>On Going</th>
</tr>
</thead>
</table>

**Type:** Standard  
**Committee:** Economic Development and Finance Committee

**Date of Standing Committee Action:** 9/8/2014  
(If none, please explain):

**Proposed for the following Full Commission Meeting Date:** 9/25/2014  
**Confirmed Date:** 9/25/2014

**Contact:** Patrick Waters  
**Contact Phone:** 5079  
**Contact Email:** patrickwaters@wycokck...

**Department / Division:** Legal

**Item Description:**  
An ordinance setting the Occupation Tax amount for digital outdoor advertising services.

**Action Requested:**  
To approve the ordinance.

**Publication Required**

**Budget Impact: (if applicable)**

<table>
<thead>
<tr>
<th>Amount: $</th>
<th>Source:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- Included In Budget  
- Other (explain) Policy action, revenue generator.
ORDINANCE NO. ________________

AN ORDINANCE levying and imposing taxes upon and for the privilege of engaging in the business or providing digital outdoor advertising services in Kansas City, Kansas; amending Chapter 34 Taxation, Section 34-77 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas.

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

Section 1. That Chapter 34, Taxation, Article III, Occupation Tax, Section 34-77 of the 2008 Code of Ordinances and Resolutions of the Unified Government of Wyandotte County/Kansas City, Kansas, is hereby amended to read as follows:

Enumerated occupations:

(a) All persons engaged in the following businesses shall pay the occupation tax set out below for the respective businesses, if no other period is specified, the tax stated in the annual amount.

<table>
<thead>
<tr>
<th>NAICS Code</th>
<th>Description</th>
<th>Tax Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>54850</td>
<td>Digital outdoor advertising services</td>
<td></td>
</tr>
<tr>
<td>541853</td>
<td>Per digital outdoor advertising sign face of less than 300 square feet</td>
<td>2,500.00</td>
</tr>
<tr>
<td>541854</td>
<td>Per digital outdoor advertising sign face of 300 square feet or more</td>
<td>10,000.00</td>
</tr>
</tbody>
</table>

Section 2. This ordinance shall be published once each week for two (2) consecutive weeks in the Wyandotte Echo.

Section 3. This ordinance shall take effect January 1, 2015, but not less than sixty-one (61) days after the final publication, unless a sufficient petition for referendum is filed and a referendum held on the ordinance as provided by K.S.A. 12-137 and 12-
138, in which case the ordinance shall become effective of approved by a majority of the electors voting thereon.

PASSED BY THE COMMISSION OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, NOT LESS THAN TWO-THIRDS (2/3) OF THE MEMBERS-ELECT VOTING IN FAVOR THEREOF.

THIS ______ DAY OF _________________________, 2014.

__________________________________________
Mark Holland, Mayor/CEO

Attest:

__________________________________________
Unified Government Clerk

Approved as to form:

__________________________________________
Patrick Waters
Legal Department
**Staff Request for Commission Action**

**Tracking No. 150026**

- [ ] Revised
- [ ] On Going

**Type:** Standard  
**Committee:** Full Commission

<table>
<thead>
<tr>
<th>Date of Standing Committee Action:</th>
<th>2/5/2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>(If none, please explain):</td>
<td>not presented at standing committee</td>
</tr>
</tbody>
</table>

**Proposed for the following Full Commission Meeting Date:**  
2/5/2015

- [ ] Changes Recommended By Standing Committee (New Action Form required with signatures)

<table>
<thead>
<tr>
<th>Date</th>
<th>Contact Name</th>
<th>Contact Phone</th>
<th>Contact Email</th>
<th>Ref</th>
<th>Department / Division</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/28/2015</td>
<td>Reed Partridge</td>
<td>573-8043</td>
<td><a href="mailto:rpartridge@wycokck.org">rpartridge@wycokck.org</a></td>
<td>cg</td>
<td>Legislative Auditor</td>
</tr>
</tbody>
</table>

**Item Description:**

In compliance with Article VIII, Travel Policy, Section 801 of the Unified Government Commission Rules, the Legislative Auditor's Office would like to present the 2014 Report of Commission Travel and Community Event Expenditures.

This report is not an audit and we do not express an opinion on the data or make any conclusions or recommendations.

**Action Requested:**

For information only, no action required.

- [ ] Publication Required

**Budget Impact:** (if applicable)

- [ ] Included In Budget
- [ ] Other (explain)

**Amount:** $

---

File Attachment  
File Attachment  
File Attachment
Report: 2014 Commission Travel and Community Event Expenditures

Office of the Legislative Auditor

Thomas L. Wiss
Legislative Auditor

February 2015
Mark Holland, Mayor / Chief Executive Officer  
Unified Board of Commissioners
R. Wayne Lampson, Chief Judge 29th Judicial District
Doug Bach, County Administrator

As directed by Article VIII, Travel Policy, Section 801 of the Unified Government Commission Rules, the Legislative Auditor’s Office presents the 2014 Report of Commission Travel and Community Event Expenditures.

During 2014, Commission travel and community event expenditures totaled $14,080. A detailed report of 2014 Commission travel and community event expenditures is presented on pages 2-3 of this report.

A detailed report of Mayor Mark Holland’s 2014 travel expenditures are presented in this report on page 4.

This report is not an audit and we do not express an opinion on the data or make any conclusions or recommendations.
Table of Contents

Introduction
  Background ........................................................................................................... 1
  Miscellaneous Notes .......................................................................................... 1

Commission Travel & Community Event Expenditures
  Detailed Report of Mayor Holland’s Travel Expenditures .................................. 4

Appendix
  Commission Rules of Procedure, Article VIII – Travel Policy ........................... 5-10
Introduction

**BACKGROUND**


2014 Commission travel and community event expenditures totaled $14,080. A detailed report of 2014 Commission travel and community event expenditures is presented on pages 2-3 of this report.

2014 travel expenditures for Mayor Holland totaled $8,541. A detailed report of Mayor Holland’s 2014 travel expenditures is presented in this report on page 4.

Additionally, the current Commission Rules pertaining to Commission travel are presented as an appendix to this report beginning on page 5.

**MISCELLANEOUS NOTES**

The Unified Government financial system tracks Mayor/CEO and Commission travel/community event costs in accounts specifically established for that purpose. Therefore, our report relies on the accurate and consistent use of those accounts.

The report is not an audit and the data provided was not tested in accordance with generally accepted government auditing standards.
## Commission Travel & Community Event Expenditures

### District 1 - Commissioner Townsend

<table>
<thead>
<tr>
<th>Date</th>
<th>Travel Location</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Feb 8, 2014</td>
<td>Kansas City, KS</td>
<td>Annual Black History Banquet</td>
<td>80.00</td>
</tr>
<tr>
<td>May 7, 2014</td>
<td>Kansas City, KS</td>
<td>Kansas City Kansas Conventions and Visitors Bureau Luncheon</td>
<td>35.00</td>
</tr>
<tr>
<td>Jun 20, 2014</td>
<td>Kansas City, KS</td>
<td>Concerned Citizens Donation</td>
<td>50.00</td>
</tr>
<tr>
<td>Oct 25, 2014</td>
<td>Kansas City, KS</td>
<td>NAACP Freedom Fund Banquet</td>
<td>130.00</td>
</tr>
</tbody>
</table>

Total $ 295.00

### District 2 - Commissioner McKiernan

<table>
<thead>
<tr>
<th>Date</th>
<th>Travel Location</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Feb 19, 2014</td>
<td>Kansas City, MO</td>
<td>Government Training Institute - Parliamentary Procedure Seminar</td>
<td>157.00</td>
</tr>
<tr>
<td>May 7, 2014</td>
<td>Kansas City, KS</td>
<td>Kansas City Kansas Conventions and Visitors Bureau Luncheon</td>
<td>35.00</td>
</tr>
<tr>
<td>May 22, 2014</td>
<td>Kansas City, MO</td>
<td>Greater Kansas City Food Policy Coalition Luncheon - Spring</td>
<td>28.00</td>
</tr>
<tr>
<td>Jun 12, 2014</td>
<td>Kansas City, KS</td>
<td>Fairfax Industrial Association Luncheon</td>
<td>20.00</td>
</tr>
<tr>
<td>Jun 13, 2014</td>
<td>Kansas City, MO</td>
<td>MARC 18th Annual Regional Assembly Luncheon</td>
<td>45.00</td>
</tr>
<tr>
<td>Sep 11, 2014</td>
<td>Kansas City, KS</td>
<td>United Way May 2014 Live Heroic Campaign</td>
<td>18.75</td>
</tr>
<tr>
<td>Sep 29-30, 2014</td>
<td>San Francisco, CA</td>
<td>Code for America Summit</td>
<td>1,463.01</td>
</tr>
<tr>
<td>Nov 7, 2014</td>
<td>Kansas City, KS</td>
<td>Mayor's Prayer Breakfast</td>
<td>32.50</td>
</tr>
<tr>
<td>Nov 12, 2014</td>
<td>Kansas City, MO</td>
<td>Greater Kansas City Food Policy Coalition Luncheon - Fall</td>
<td>12.49</td>
</tr>
</tbody>
</table>

Total $ 1,836.75

### District 3 - Commissioner Brandau-Murguia

<table>
<thead>
<tr>
<th>Date</th>
<th>Travel Location</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Feb 8, 2014</td>
<td>Kansas City, KS</td>
<td>Annual Black History Banquet</td>
<td>40.00</td>
</tr>
</tbody>
</table>

Total $ 40.00

### District 4 - Commissioner Maddox

<table>
<thead>
<tr>
<th>Date</th>
<th>Travel Location</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jan 14 &amp; 16, 2014</td>
<td>Kansas City, MO</td>
<td>Southern Christian Leadership Conference, Luncheon and Dinner</td>
<td>210.00</td>
</tr>
<tr>
<td>Feb 8, 2014</td>
<td>Kansas City, KS</td>
<td>Annual Black History Banquet</td>
<td>80.00</td>
</tr>
<tr>
<td>Mar 7-11, 2014</td>
<td>Washington D.C.</td>
<td>National League of Cities, Congressional City Conference</td>
<td>3,104.41</td>
</tr>
<tr>
<td>Jul 29-Aug 2, 2014</td>
<td>Rochester, NY</td>
<td>National Black Caucus of Local Elected Officials - Summer Conference</td>
<td>1,548.24</td>
</tr>
<tr>
<td>Oct 25, 2014</td>
<td>Kansas City, KS</td>
<td>NAACP Freedom Fund Banquet</td>
<td>130.00</td>
</tr>
<tr>
<td>Nov 7, 2014</td>
<td>Kansas City, KS</td>
<td>Mayor's Prayer Breakfast</td>
<td>37.50</td>
</tr>
<tr>
<td>Nov 19-22, 2014</td>
<td>Austin, TX</td>
<td>National League of Cities, 2014 Congress of Cities and Exposition</td>
<td>2,687.44</td>
</tr>
</tbody>
</table>

Total $ 7,797.59

### District 5 - Commissioner Kane

<table>
<thead>
<tr>
<th>Date</th>
<th>Travel Location</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Apr 29-30, 2014</td>
<td>Dallas, TX</td>
<td>2014 American Jail Administrators Conference</td>
<td>588.50</td>
</tr>
<tr>
<td>May 7, 2014</td>
<td>Kansas City, KS</td>
<td>Kansas City Kansas Conventions and Visitors Bureau Luncheon</td>
<td>35.00</td>
</tr>
</tbody>
</table>

Total $ 623.90

---

Legislative Auditor's Office
2014 Report of Commission Travel & Community Event Expenditures
February 2018
### District 6 - Commissioner Markley

<table>
<thead>
<tr>
<th>Date</th>
<th>Travel Location</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nov 7, 2014</td>
<td>Kansas City, KS</td>
<td>Mayor's Prayer Breakfast</td>
<td>37.50</td>
</tr>
</tbody>
</table>

**Total** $37.50

### District 7 - Commissioner Walters

<table>
<thead>
<tr>
<th>Date</th>
<th>Travel Location</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mar 14, 2014</td>
<td>Lawrence, KS</td>
<td>Northeast Kansas County Officials Annual Meeting</td>
<td>15.00</td>
</tr>
<tr>
<td>May 6-8, 2014</td>
<td>Manhattan, KS</td>
<td>Kansas County Commissioners Association</td>
<td>442.28</td>
</tr>
<tr>
<td>May 7, 2014</td>
<td>Kansas City, KS</td>
<td>Kansas City Convention and Visitors Bureau Luncheon</td>
<td>35.00</td>
</tr>
<tr>
<td>Nov 7, 2014</td>
<td>Kansas City, KS</td>
<td>Mayor's Prayer Breakfast</td>
<td>37.50</td>
</tr>
<tr>
<td>Nov 12-14, 2014</td>
<td>Wichita, KS</td>
<td>Kansas Association of Counties</td>
<td>694.95</td>
</tr>
</tbody>
</table>

**Total** $1,982.56

### District 8 - Commissioner Philbrook

<table>
<thead>
<tr>
<th>Date</th>
<th>Travel Location</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Feb 8, 2014</td>
<td>Kansas City, KS</td>
<td>Annual Black History Banquet</td>
<td>40.00</td>
</tr>
<tr>
<td>Apr 9, 2014</td>
<td>Kansas City, KS</td>
<td>Kansas City Region Police and First Responder Community Media Relations Workshop</td>
<td>65.00</td>
</tr>
<tr>
<td>May 7, 2014</td>
<td>Kansas City, KS</td>
<td>Kansas City Convention and Visitors Bureau Luncheon</td>
<td>35.00</td>
</tr>
<tr>
<td>May 28, 2014</td>
<td>Not Applicable</td>
<td>Training Materials “Using Special Districts to Finance Public Projects”</td>
<td>107.95</td>
</tr>
<tr>
<td>Jun 28, 2014</td>
<td>Kansas City, KS</td>
<td>Community Housing of Wyandotte County 2014 Center Circle Dinner</td>
<td>75.00</td>
</tr>
<tr>
<td>Sep 5, 2014</td>
<td>Mason, KS</td>
<td>MARC - Destination Safe Coalition Award Ceremony and Luncheon</td>
<td>10.00</td>
</tr>
<tr>
<td>Sep 11, 2014</td>
<td>Kansas City, KS</td>
<td>United Way 2014 Heroic Campaign</td>
<td>18.75</td>
</tr>
<tr>
<td>Oct 11-13, 2014</td>
<td>Wichita, KS</td>
<td>League of Kansas Municipalities Conference</td>
<td>698.44</td>
</tr>
<tr>
<td>Nov 4, 2014</td>
<td>Kansas City, MO</td>
<td>MARC 2014 Greater KC Workforce &amp; Education Summit</td>
<td>20.00</td>
</tr>
<tr>
<td>Nov 5, 2013</td>
<td>Kansas City, MO</td>
<td>MARC Multifamily Housing Development Conference</td>
<td>50.00</td>
</tr>
<tr>
<td>Nov 7, 2014</td>
<td>Kansas City, KS</td>
<td>KCK Chamber of Commerce First Friday Focus</td>
<td>20.00</td>
</tr>
<tr>
<td>Dec 8, 2014</td>
<td>Not Applicable</td>
<td>Printing Expenses - Wyandotte Plaza Redevelopment Presentation</td>
<td>41.47</td>
</tr>
</tbody>
</table>

**Total** $1,181.61

### District 1 at Large - Vacant

<table>
<thead>
<tr>
<th>Date</th>
<th>Travel Location</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>None</td>
<td></td>
</tr>
</tbody>
</table>

**Total** $-

### District 2 at Large - Commissioner Walker

<table>
<thead>
<tr>
<th>Date</th>
<th>Travel Location</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Feb 8, 2014</td>
<td>Kansas City, KS</td>
<td>Annual Black History Banquet</td>
<td>40.00</td>
</tr>
</tbody>
</table>

**Total** $40.00

**2014 Total Commission Travel & Community Event Expenditures** $13,834.91

**Conference Registration Fees Paid in Error** $245.00

**2014 Total Travel & Community Event Expenditures** $14,079.91
# Mayor / CEO Holland Travel Expenditures

<table>
<thead>
<tr>
<th>Date</th>
<th>Travel Location</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jan 21-24, 2014</td>
<td>Washington D.C.</td>
<td>82nd U.S. Conference of Mayors</td>
<td>$1,795.25</td>
</tr>
<tr>
<td>Feb 21-23, 2014</td>
<td>Surprise, AZ</td>
<td>County Administrator Recruitment</td>
<td>$3,085.66</td>
</tr>
<tr>
<td>May 1-2, 2014</td>
<td>Washington D.C.</td>
<td>White House Invitation Regarding Affordable Care Act Recognition</td>
<td>$1,102.25</td>
</tr>
<tr>
<td>Sep 20-25, 2014</td>
<td>Sao Paulo, Brazil</td>
<td>Arq Futuro Cities and Water - Forum on Architecture and Urbanism</td>
<td>$1,581.32</td>
</tr>
<tr>
<td>Oct 19-21, 2014</td>
<td>New Orleans, LA</td>
<td>Meeting and Tour with Architect Regarding Healthy Communities Initiative</td>
<td>$1,048.22</td>
</tr>
<tr>
<td>Nov 18-22, 2014</td>
<td>Austin, TX</td>
<td>National League of Cities, 2014 Congress of Cities and Exposition</td>
<td>$1,514.80</td>
</tr>
</tbody>
</table>

**2014 Travel Expenditures**

$10,122.59

**Travel Costs Reimbursed by Arq.Futuro**

$1,581.32

**2014 Total Mayor/CEO Holland Travel Expenditures**

$8,541.27
RESOLUTION NO. R13-13

A Resolution relating to the travel policy of the Unified Government Board of Commissioners, amending the Unified Government Commission Rules of Procedure as codified in Appendix C of the Unified Government Code, Sections 801 through 804; and repealing original Sections 801, 802, 803, and 804 of Appendix C of the Unified Government Code.

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

Section 1. That Sections 801 through 804 of the Unified Government Commission Rules of Procedure, codified in Appendix C of the Unified Government Code, be and the same are hereby amended to read as follows:

ARTICLE VIII. TRAVEL POLICY

Sec. 801. Travel on Unified Government Business.

a. During their terms of office, Commissioners are expected to travel as authorized by this policy. Commission travel authorized by this policy will be paid by the Unified Government subject to the rules set out in this policy.

b. The Commission shall budget annually for the following:

(1) A membership budget for the entire Unified Government, providing for:

(a) Dues to the following organizations:
(i) National League of Cities (NLC);
(ii) National Association of Counties (NACO);
(iii) League of Kansas Municipalities (LKM);
(iv) Kansas Association of Counties (KACo); and
(v) Mid-America Regional Council (MARC).

(b) Travel expenses for elected officials and staff serving as Unified Government delegates to attend the annual conferences of the above-referenced organizations.

(c) Travel expenses for up to one meeting per year per Commissioner of a caucus affiliated with one of the above-referenced organizations.

(d) Contingency funds to permit additional Commissioners, other than authorized delegates, to attend the annual meetings of the above-referenced organizations.
(2) A training and travel and community event budget for each individual Commissioner, which will include:

(a) Travel expenses of up to $1,500 in 2013 and $2,000 in 2014 and thereafter for attendance at one additional meeting per year of a caucus affiliated with one of the above-referenced organizations.

(b) Funds for eligible community event participation of up to $500.

c. Within thirty days after return from attendance at an authorized conference or meeting, a Commissioner will share, curing a Full Commission meeting, a verbal or written report summarizing what was learned from the conference or what duties were performed at the meeting.

d. At the first Commission meeting in February, the Legislative Auditor will publish and present a detailed report of each Commissioner’s travel expenditures for the preceding year.

Sec. 802. Approval by Commission.

a. The following require Commission approval:

(1) Designation as a Unified Government delegate to the organizations listed in Section 801.

(2) Travel to attend meetings of the organizations listed in Section 801 if the Commissioner is not an approved delegate to such organization.

(3) Travel to caucus events as permitted in Section 801.

b. The following do not require Commission approval:

(1) Travel to the annual meetings of the organizations listed in Section 801 if the Commissioner is an approved delegate to such organization.

(2) Participation in community events and expenditure of the Commissioner’s individual budget for such community events.

Sec. 803. Reimbursement.

a. Prior to travel, a Commissioner must choose whether to receive a per diem allowance or to receive reimbursement for actual expenditures.

b. The per diem allowance will substitute for reimbursement for meals and incidental expenses. Since the Commissioner will not be reimbursed for meals and incidental expenses, receipts are not required. The amount of the per diem allowance is based on the city where the conference or meeting occurs and is the
amount published by the U.S. General Services Administration. See www.gsa.gov/perdiem.

c. Unless a Commissioner has elected to receive a per diem allowance, prior to travel he or she may request a UG procurement card for the purpose of paying for travel-related expenses.

d. The administrative staff assigned to the Commission shall be responsible for making necessary travel arrangements for Commissioners, including reservations for air transportation, hotel, and rental cars.

e. **Authorized Expenses.**

(1) Authorized expenses include conference fees, transportation, lodging, meals, related gratuities (cannot exceed 15%), parking, airport parking, airline baggage fee, taxi fare, and business-related telephone calls.

(2) **Transportation.**

(a) For travel by air, allowable expense is the amount equal to the cost of the lowest available round trip airfare for the date and time the Commissioner is able to travel. An airline baggage fee of one bag per Commissioner is allowable.

(b) Travel by privately-owned vehicle is reimbursable at the current Unified Government reimbursement rate plus tolls.

(c) Reimbursement for travel out-of-state by privately-owned vehicle shall not exceed the amount of the lowest available direct airfare, shall be limited to business-related mileage; and shall not include lodging, meals, and other expenses en route that would not be necessary if commercial transportation were used.

(d) Commissioners will be reimbursed for the actual cost, including tips, of ground transportation to and from meeting facilities. Limousine service is authorized when the expense is equal to or less expensive than a taxi or other shuttle service.

(c) Rental cars are authorized only when taxi, limousine, or shuttle service is unavailable or is more expensive.

(3) **Lodging.**

(a) Lodging costs are reimbursable only for commercial lodging establishments.

(b) Reimbursement will be allowed for the reasonable cost of a double room. If the Commissioner is attending a conference or scheduled meeting where lodging is designated, the cost of such lodging at
that facility or another facility of equal cost will be presumed reasonable.

(4)  **Meals.**

   (a)  Unless a per diem allowance is elected, reimbursement will be made for meal expenses incurred while on Unified Government business, unless meals are provided as part of the conference or meeting.

f.  **Non-authorized Expenses.**

   (1)  The following expenses are not authorized: expenses for family members or companions, personal entertainment, fees for athletic or exercise facilities, golf or tennis fees, fees for in-room movies, personal telephone calls, and alcoholic beverages.

g.  **Reimbursement Procedures.**

   (1)  Unified Government procurement cards may be used in lieu of reimbursement.

   (2)  Itemized receipts for all reimbursable expenses must be submitted unless the Commissioner has elected the per diem allowance.

   (3)  If a Commissioner has elected the per diem allowance, no meals may be charged on the Unified Government procurement card.

   (4)  Gratuities shall not exceed 15%.

**Sec. 804. Limitations on Travel and Expenditures.**

a.  To minimize travel costs, Commissioners will endeavor to:

   (1)  Decide whether to travel three months in advance of the meeting.

   (2)  Register within the early-bird deadline.

   (3)  Reserve airfare well in advance to obtain the best price.

b.  Expenditure of funds is limited to the purposes authorized by this policy.

c.  Funds may not be transferred between Commissioners.

f.  Funds authorized under this policy must be used within the year allocated; unexpended funds from the budgets identified in Section 801 will be returned to the General Fund and will not be carried over to a subsequent year.

g.  Additional expenses due to a change in a reservation, unless the change was necessitated by an emergency, will be the responsibility of the Commissioner.
h. Without good cause for failure to attend an event for which a Commissioner has registered submitted in writing to the Legislative Auditor, cancellation fees or forfeited fees will be charged against the Commissioner’s individual training and travel budget.

i. If a Commissioner is unable to travel due to unforeseen circumstances, another Commissioner may travel to the conference in his or her place.

j. Each Commissioner is limited to the purchase of two tickets to any one community event.

k. Any unused funds in a Commissioner’s community event budget may be used for the Commissioner’s training and travel, but the training and travel portion of the budget may not be used for community events.

l. Eligible community events include but are not limited to the following:

   (1) United Way Luncheon
   (2) Chamber of Commerce Luncheon
   (3) Mayor’s Prayer Breakfast
   (4) Black History Month events
   (5) Hispanic History Month events
   (6) Golf tournaments which are charity fundraisers
   (7) Threads and Treads charity fundraiser
   (8) Wine Fest charity fundraiser
   (9) Sunflower House charity fundraiser
   (10) CASA (Court Appointed Special Advocate) charity fundraiser
   (11) Tri-County Labor events
   (12) WYEDC monthly events
   (13) School auction fundraisers (admission and dinner only)
   (14) Award banquets
   (15) Rotary or Kiwanis events
   (16) Park Foundation charity fundraiser
   (17) Local hospital events
   (18) MOCSA (Metropolitan Organization to Combat Sexual Abuse) events
   (19) Livable Neighborhood Task Force/Neighborhood Group events
   (20) Other similar activities

m. The following activities or events are not eligible expenditures for the community events budgets:

   (1) Political fundraisers
   (2) Campaign rallies or parties
   (3) Raffles, gaming, bidding, or wagering
   (4) Religious or non-Unified Government related ceremonial events
   (5) Other similar activities or events

Section 2. This Resolution shall be in full force and take effect from and after its passage, approval, and publication in the official Unified Government newspaper.
PASSED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, THIS 7TH DAY OF FEBRUARY 2013.

[Signature]
Joseph F. Reardon, Mayor/CEO

Attest:
[Signature]
Unified Government Clerk

Unified Government Counsel
THIS REPORT IS INTENDED TO PROMOTE THE BEST POSSIBLE
MANAGEMENT OF PUBLIC RESOURCES

You are welcome to keep this copy and previous reports. If you have copies of previous
audit reports or envelopes you no longer need, you are encouraged to return them to:

Legislative Auditor’s Office
710 N 7th Street, Suite 140
Kansas City, KS 66101

We maintain an inventory of past audit reports, and your cooperation will help us save on
copying costs.
NOTICE OF PENDING APPOINTMENT

DATE: January 22, 2015

BOARD POSITION: Golf Advisory Board

INCUMBENT REPLACED: Don DeSeure

TERM EXPIRATION DATE: 10/1/15 (Resigned)

APPOINTING COMMISSIONER: Commissioner Murguia

REVIEW DATE (7 business days): 2/4/15

REQUEST FOR APPOINTMENT

NAME OF NEW APPOINTMENT: Chris Bergman

ADDRESS: 11440 Parallel Pkwy. Kansas City, Kansas 66109

CELL NUMBER AND EMAIL ADDRESS: 913-645-9595

TERM OF OFFICE: 2/5/15 TO 5/30/15

* 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.
The Unified Government Commission of Wyandotte County/Kansas City, Kansas, met in special session, Thursday, December 18, 2014, with eight members present: Vacant, Commissioner At-Large First District; Walker, Commissioner At-Large Second District; Townsend, Commissioner First District; McKiernan, Commissioner Second District; Murguia, Commissioner Third District; Markley, Commissioner Sixth District; Walters, Commissioner Seventh District; Philbrook, Commissioner Eighth District; and Holland, Mayor/CEO, presiding. Maddox, Commissioner Fourth District; and Kane, Commissioner Fifth District; were absent. The following officials were also in attendance: Doug Bach, County Administrator; Jody Boeding, Chief Legal Counsel; Bridgette Cobbins, Unified Government Clerk; Joe Connor, Interim Asst. County Administrator; Ken Moore, Deputy Chief Legal Counsel; Lew Levin, Chief Financial Officer; Jason Banks, Asst. to the Mayor/Manager; Maureen Mahoney, Asst. to Mayor/Chief of Staff; Emerick Cross, Interim Commission Liaison; Chief Hanson, Police Dept.; Sheriff Ash, Reginald Lindsey, Budget Director; and Major Tom McMillan, Sergeant-at-Arms.

MAYOR HOLLAND called the meeting to order.

ROLL CALL: McKiernan, Murguia, Markley, Walters, Philbrook, Walker, Townsend, Holland.

NOTICE OF SPECIAL MEETING of the Unified Government of Wyandotte County/Kansas City, Kansas, to be held Thursday, December 18, 2014, at 5:00 p.m. in the Fifth Floor Conference Room of the Municipal Office Building for a legislative update with the Wyandotte County Delegation.

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 Holland said we want to thank everyone for being here today. This is the first of what I hope to be an annual meeting with the Wyandotte County Legislative Delegation to Topeka with the commission. Every year we put together our, with the help of Mike Taylor and he is going to go over all of it, but we put together our legislative agenda and one of the things I’m wanting to do is to make sure we’re improving communication with the group and to make sure we just know each other. We know the folks in our own districts or in our own areas but we don’t necessarily have the relationship with everyone so when there are issues in Topeka or when there are issues locally we can reach out to one another and just improve that work together.

With an eye to number six on the agenda which is moving forward, we’re going to be looking for some ideas at the end of the meeting in terms of how we continue this dialogue and what ways are helpful. The world of the Kansas legislature is so different in terms of meeting in four months that it’s just a different rhythm than the commission so just making sure we understand that and how we can be most helpful and being in communication.

I’m delighted everyone came today and really appreciate that. Before we get started with introductions I do want to say we have two folks in the audience tonight and I would like to recognize MaryAnn Flunder with the KCK Community College, and Sheriff Ash also a Board Member of the KCK Community College.

What a privilege in Wyandotte County to have the Minority Leader for the House and the Asst. Minority Leader for the House both from Wyandotte County and I think that speaks volumes to how the state looks to Wyandotte County for leadership in this area and we’re delighted to have that leadership here with Tom Burroughs the Minority Leader and Lewis Ruiz as the Asst. Minority Leader. I want to go around and have each person just introduce themselves, what district you represent and then Stan Frownfelter who is the Chair of the delegation if he would like to say anything, it’s not required but it’s optional.

Hal Walker, Second District At-Large Unified Commission. Pam Curtis, Representative of 32nd House District and that district is river to river, State Ave. to 18th St., but it bumps over into places as far as 30th Street. Jane Winkler Philbrook, Eight District and it cuts down right through the center of the city and goes river to river and meanders around as we know from 38th to about 80th and something depending on where you are north and south. Broderick Henderson, Representative of 35th District which starts at 1st Street and goes all the way to 67th
& Leavenworth Road and everything north of Georgia. **Gayle Townsend**, Commissioner for the First District in the Unified Government and the boundaries of that district are east to the river, north to the river, generally speaking the southern boundary is Parallel and then there is a jagged western boarder which I share with Commissioner Philbrook; the most western street I can recall is about 61st but if someone calls out that way, I’ll look at the map and help them fit anyway because we are the Unified Government. I appreciate the opportunity to be here with the state legislators and of course my brothers and sisters the commissioners. **Representative Tom Burroughs** representing the south/central part of Wyandotte County Lake Quivira area all the way west to Edwardsville and Bonner Springs area, the NASCAR Motor Speedway, the Legend’s is the furthest point north in my district and we look forward to this dialogue we’re going to have this evening. **Mark Holland**, Mayor of the Unified Government. **Doug Bach**, County Administrator for the Unified Government. **Representative Stan Frownfelter** of the 37th District and I represent most of Turner and part of Argentine. I would like to thank the Mayor and Commissioners for allowing us to meet with you tonight. This is long overdue and I think after meeting with the Mayor the other day and some things we were going over I think this is a good starting point and to carryover from there because there are a lot of items when it comes up and we need your input and we’ve lost that over the time that I’ve been there. I’m very excited about going forward from now and after this point and time there will be a new Chair of the committee in one week and that should be Kathy Wolfe Moore and I’ll let her take over from there. **Brian McKiernan**, Unified Government Second District; so right here where we’re sitting from State Line on the east to 18th Street on the west and from State Avenue down to the Kansas River. **Ann Murguia**, Third District for the Unified Government Commission; and it encompasses all of Rosedale, home of KU Med Center and KU Hospital and half of Argentine. **Mike Taylor**, Public Relations Director and Lobbyist. **Kathy Wolfe Moore**, State Representative of the 36th District which is generally 67th Street west, it includes all of Piper and I don’t go south of State and I would like to thank you, Mayor and Doug, I’ve had the occasion to calm quite a few of your staff over the last couple of years to get legislative issues answered and they all have been amazingly helpful so thank you very much. **Jim Walters**, District Seven Commissioner for the Unified Government. That district is the southwest quadrant of Wyandotte County, all of Edwardsville, all of Bonner Springs and south of Parallel. Like Tom it includes the Speedway, Schlitterbahn property, the Legend’s, what we call the fun bits of the county and I
want to thank all the State Representatives for being here this evening. **Representative Lewis Ruiz** representing the 31st District which encompasses all of Rosedale, I come north of the river and then west to parts Argentine south and then go back down to Highland Crest. After redistricting I picked up a lot of different types of neighborhoods and a lot of families in Argentine that I picked up as well. It is very much a pleasure to be here this evening. The dialogue we’re going to have this evening I have been looking forward to for some time because there are issues that overlap and I think need to be discussed especially after last years some of the good legislation and some of the not so good legislation that we passed that did encompass Home Rule and I look forward to a good discussion. **Angela Markley**, Unified Government Commissioner for District Six which encompasses Turner and the half of Argentine that is not in Commissioner’s Murguia district area. **Senator Pat Pettey** arrived at 5:40 p.m.

**Mayor Holland** said I’m going to have Doug Bach introduce some staff and then I will have one more comment and then we will turn it over to Mike Taylor. **Mr. Bach** said as you hear and a few of you have had the opportunity to meet some staff members that are here but I just want to make sure and note them. I have two Asst. County Administrator’s that are sitting right back here, Gordon Criswell and Joe Connor. Our Chief Legal Counsel is Jody Boeding, Chief Financial Officer Lew Levin, our Chief Budget Manager is Reginald Lindsey and our Deputy Chief Attorney is Ken Moore. The Mayor’s Chief of Staff is sitting back there Maureen Mahoney. Emerick Cross is also the Commission Liaison as well as Jason Banks that is on the Mayor’s staff as well.

**Mayor Holland** said Mike Taylor who you all know in Topeka is really the liaison for the legislative delegation to the UG, he works with you in Topeka and helps run traps on a number of issues that come up. He is going to do a presentation and one of the things that I want to say out front is some of his news is bad news in terms of what has been happening over the last several years. I want to note with a caveat that the Wyandotte County Delegation has worked hard to help prevent some of the difficult or bad legislation that has happened in Topeka and when we’ve been hit hard financially it’s not because of our Wyandotte County Delegation. Our Wyandotte County Delegation has worked diligently for decades to protect the interest of the Unified Government and our community and our citizens and I really appreciate that. I think it is...
relevant to look at some of the hits that we’ve taken but I want to make sure that we’re very clear we view this team as a partnership and you guys have been great in this and we do not hold the Wyandotte County Delegation responsible for the loss of revenue that we’ve experienced. We all know it, but I want to educate the public, and one of the nice things about these public meetings being on television is it’s an opportunity to educate the public about some of the challenges in Topeka because people hear things are happening in Topeka, there are budget cuts, this, that and the other. My hope is that Mike’s presentation helps make that relevant and real to the citizens of Wyandotte County as they see what we’re talking about. I just want to reiterate before he got started that this bad news is not a reflection on our delegation.

Mike Taylor, Public Relations Director and Lobbyist, said I want to start with a little bit of an overview of the landscape that we will be facing in Topeka. The budget will be the major issue. A $6.4B budget for 2015, revenues falling about $280M short of meeting expenses, revenues projected to fall $648M short for fiscal 2016 and with those budget reductions that is leaving a zero ending balance. The governor has proposed $280M in cuts and transfers, 4% budget reductions to all state agencies, he is proposing reducing KPERS contributions for state employees and teachers by almost $41M and he is transferring almost $96M from the State Highway Fund. Under that he said the projects in 2015 and 2016 will still be completed but keep in mind it’s a ten-year Transportation Plan so the concern that we would have is what happens to projects like the later phases of the K-7 and I-70 project for example when we get into 2017 and 2018. What are some of the possible solutions? Well deeper cuts to budgets; eliminate services and the one we’re concerned with and have seen kind of become a precedent is shifting more work and cost burden to local governments. There is the option of slowing reversing the income tax cuts. I just put that up as an idea. I don’t think that is going to happen but it would be an option. Another thing I’ve talked to some colleagues about is eliminating sales tax exemptions. Just as a point, we are now into the alphabet three times over with numbered or lettered sales tax exemptions. We exempt every year in Kansas $4B in sales taxes so if they wanted to eliminate sales tax exemptions we would have $4B right off the bat, again, a very politically charged issue and I don’t know that it will happen but it is a possibility. There has also been some small discussion about changing the way agricultural land is taxed, again, I think that doesn’t stand a lot of chance but it’s an idea that’s out there as a possibility.

December 18, 2014
# 2015 Local Government Funding
Allocated to the Unified Government through the State of Kansas

<table>
<thead>
<tr>
<th>Function</th>
<th>Allocation</th>
<th>Note</th>
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<tr>
<td>Area Agency on Aging</td>
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<td>Community Corrections</td>
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<td>Emergency Management</td>
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<td>Health Department</td>
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<tr>
<td>Human Services/Development Disabilities</td>
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<td>Domestic Violence Prevention</td>
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<tr>
<td>Liquor Alcohol Tax</td>
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<td>*Split equally to general fund, alcohol, and parks funds</td>
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<td>Police Department</td>
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<tr>
<td>Juvenile Justice Programs</td>
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<tr>
<td>Public Works</td>
<td>$2,996,000</td>
<td>*KDOT grant funding</td>
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<td>Sheriff’s Office</td>
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<td>Special City Street &amp; Highway</td>
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<td>Transit</td>
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<td><strong>Grand Total</strong></td>
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I wanted to show you a little bit with the Unified Government’s budget. This is expenditures for the Unified Government for our 2015 budget which will start January 1st. We’re on a calendar fiscal year. You can see Public Safety and the Justice System is 47% of our budget, Public Works is 21%, Bond & Interest Fund is 13%, Community Services which is everything from Community Development on down is 11% and then Administration is 7%. Where does that money come from? 27% of it from property taxes, 17% from charge for services; 16% is sales tax, 14% is franchise taxes such as on cable, telephone; 11% Other taxes and then 3% from fees and fines.

We want to review as the Mayor talked about a little bit of the financial hits we’ve taken over the past several years and show you just to give you some kind of an idea. You all remember when we’ve had to cut budgets, we furloughed employees and this is part of the reason that happened. Certainly the recession had a lot to do with it but here are some other reasons.

**Revenue Losses to the Unified Government as a result of action by the Kansas Legislature**

Decisions made by the Kansas Legislature have slashed hundreds of millions of dollars in promised local government funding and significantly eroded the Wyandotte County tax base.

- **Elimination of the Mortgage Registration Fee**
  The Kansas Legislature, pressured by community bankers and realtors, eliminated a fee which has been in place since 1925, shifting a financial cost from banks and homebuyers who take out mortgages, to all property taxpayers.

  **Effect:** The Unified Government will lose an estimated $500,000 in 2015 with annual losses growing to an estimated $1.8-million in five years.

- **Repeal of the Machinery and Equipment Tax**
  In 2006, the Kansas Legislature repealed the property tax on commercial and industrial machinery and equipment.

  **Effect:** The Unified Government is losing $10-million a year in revenue because of this action. Since 2006, Wyandotte County has lost $130-million in assessed value from machinery and equipment. The decision to eliminate the machinery and equipment tax, while positive for business, continues to take a devastating toll on Unified Government revenues.
**It must be noted the entire Wyandotte County Legislative Delegation opposed repeal of the Machinery and Equipment tax in 2006 and elimination of the Mortgage Registration Fee in 2014.**

- **Suspension of Local Ad Valorem Tax Reduction Fund**
  The Kansas Legislature cancelled this longtime partnership between the State of Kansas and local governments in 2003. The program had been in place since 1937 and provided a dollar for dollar reduction in property tax revenues.

  **Effect:** Cancellation of this revenue sharing program continues to cost the Unified Government more than $3-million a year in what had been steady, reliable funding intended to reduce local property taxes. The cumulative impact of the Kansas Legislature not funding the LAVTR program has cost the Unified Government at least $36-million in revenue.

- **Suspension of City-County Revenue Sharing**
  The City-County Revenue Sharing Program is another partnership which was ended by the Kansas Legislature in 2003.

  **Effect:** The Unified Government received $1,699,607 in 2000; $1,694,217 in 2001; and $821,888 in 2002. The Unified Government has received zero revenue sharing dollars since 2003.

- **Reduction of Delinquent Tax Interest**
  As part of a sweeping overhaul of the property tax appraisal system, the Kansas Legislature reduced by two percent the amount of penalty interest local governments can charge people who don’t pay their taxes on time.

  **Effect:** The Unified Government collects about $1.8-million a year in delinquent tax interest. The reduction in penalty interest could cost the Unified Government as much as $300,000 a year and encourages the non-payment of property taxes in the future.

**Mr. Taylor** said this one just passed this year is the Elimination of the Mortgage Registration Fee which has been a traditional county fee since 1925. It will cost the UG an estimated $500,000 in 2015 and by the time that’s all phased in we will be losing about $1.8M a year.

The Repeal of the Machinery and Equipment Tax has cost us since 2006 when it went into effect about $10M annually. In actual revenues we’ve lost $130M in assessed value. I want to stop and point out here that in 2006 and last year every member of the Wyandotte County Delegation voted against doing these things so you stood up for the community and said we
don’t want to repeal the Machinery Equipment Tax knowing the financial hit. Wyandotte County was hit harder than any other county in the state largely because we’re so heavy of an industrial manufacturer. Mayor Holland asked how did the slider work out. Mr. Taylor said right, the slider, there was a plan put in place to help mitigate the losses where the state would actually help reimburse on a sliding scale some of that money and I think we got one payment, maybe two payments out of seven years of payments we were supposed to get so we kind of had to go it on our own after that.

Something that just happened this year that we will see down the road the effects of, and this was put in a Conference Committee Report in the wee hours of the very final days, Reduction of Delinquent Tax Interest. The way it works it is set by the state statutorily using federal numbers and then a 2% was added. What happened was they reduced that by 2% so this year, for example, delinquent taxes paid—the interest on those delinquent payments would have been 6% or were 6% and had this law been in effect then, 4%. We estimate that will cost us about $300,000 annually in penalty interest and we think it will also encourage non-payment of taxes. I mean when you can borrow money from your local government cheaper than you can borrow from a bank, why wouldn’t you? We will and I will talk about it later. I’m going to be bringing this issue up as one of our legislative issues.

Suspension of Local Ad Valorem Tax Reduction Fund, this happened back in 2003 and it’s still on the books but it’s made as an annual appropriation. The legislature chooses to never appropriate the money. We’ve lost since 2003 roughly $3M annually so the accumulative loss is now about $36M.

City-County Revenue Sharing as well was stopped in 2003 and we were getting a couple million dollars a year from that.

Our number one overarching priority for the Unified Government, it's been this for several years, is protecting local government revenues. The legislature should not continue solving its budget shortfalls by taking revenues belonging to or legally obligated to city and county governments.

The legislature should reject placing more of the burden for funding vital services on local taxpayers and we see that happening in kind of insidious ways sometimes. I will give you one just brief example of what happened when the computer system for Motor Vehicles was redone, yes there were some clichés and software, but a bigger issue that we faced was the
pyridine the way they designed that software, the title work that was done primarily at the state level was shifted to all the County Treasurer’s offices. That year we had to hire four new people at a cost of $200,000+ and since we’ve even had to add more. It shifted the work down to us at the county level that we’ve now had to incur costs hiring people to help handle that work the state used to do.

Some of the funds that we’re concerned about and you have a handout sheet that details more of those but local Alcoholic Liquor Funds, Special City-County Highway Funds, Motor Fuel Taxes, Community Health funding and Community Corrections funding. Those are all things that I’m concerned about being cut or even in some cases may be eliminated.

**Tax and Finance**

**City-County Highway Funds**
The Special City-County Highway Fund is essential to maintaining local roads and should be fully funded to support the critical infrastructure of our communities. Such funding includes fees from out-of-state commercial vehicles which are now being diverted to the State General Fund contrary to state law. The Legislature should also maintain and enhance funding for the connecting link program.

**Alcoholic Liquor Taxes**
The Unified Government supports current law with regard to the collection and distribution of alcoholic liquor taxes. Changes in the way that alcoholic liquors are classified or where they can be sold should be revenue neutral for cities.

**Unclaimed Checks**
The Unified Government supports legislation which reduces the administrative burden and costs of processing unclaimed checks.

**Delinquent Property Taxes**
The Unified Government supports increasing the statutory interest rate on delinquent property taxes to encourage timely payment by taxpayers.

**Tax/Spending Mandates**
The Unified Government opposes any state-imposed limits on the taxing and spending authority of cities. Local spending and taxing decisions are best left to locally elected officials and the citizens they serve.

**Property Appraisal and Valuation**
The Unified Government supports property appraisals based on fair market value and opposes caps on property valuations as inequitable and unconstitutional.
Unfunded Mandates
The Kansas Legislature should oppose reducing the State budget by shifting work to local
governments without adequate funding to pay for those increased duties. The Legislature should
also not impose mandated functions, activities, or regulations on local governments without
providing financial resources to meet the costs of carrying out those mandates.

KPERS
Achieving a fully funded public employee retirement system within a reasonable time period is
an important goal, but should be done in a way which does not place an undue financial burden
on local government employers or employees.

Local Ad Valorem Tax Reduction Fund
The Unified Government urges the Legislature to restore its commitment to reducing city and
county property taxes by following state law and honoring previously made commitments. This
should include reinstating the Local Ad Valorem Tax Reduction (LAVTR) program and use of
casino gaming revenues to reduce property taxes. Under LAVTR, sales tax dollars shared with
local governments are directly applied to lowering property tax levies. This time-tested
partnership—cancelled in 2003—provides dollar for dollar reductions in property tax bills. This
partnership is a far better way to influence property tax rates than artificial and arbitrary controls
such as caps on assessed valuations or tax and spending lids on local governments.

Community and Economic Development

Comprehensive Transportation Program
We support the continued funding of the Kansas T-Works Comprehensive Transportation
Program. We oppose any further use of these funds to balance the State’s general fund budget.
Any reduction in T-Works funding would jeopardize existing programs.

Public Education
Quality schools are the foundation for the future economic success of Kansas. A public
education system which helps create a well-educated and trained workforce is crucial to
successful communities. The Unified Government urges the Kansas Legislature to ensure that
all children have the opportunity to attend equally funded public schools regardless where they
live, and that Kansas schools are funded at a level which meets and exceeds the needs of our
children.

Immigration
The Unified Government opposes State immigration enforcement measures because they place
unreasonable and expensive burdens on local government.

Casino Gaming
The Unified Government opposes changing provisions in the expanded gaming statute, including
banning smoking on casino gaming floors. The Unified Government supports greyhound and
horse racing operations with the addition of slot machines at The Woodlands under current
gaming law.

December 18, 2014
Economic Development
The Unified Government encourages the Kansas Legislature to work with local governments in developing innovative new economic development tools to help highly distressed urban and rural areas attain economic success and build quality communities, including the creation of Urban Opportunity Zones.

Tourism
Wyandotte County offers destination attractions which draw millions of visitors a year to Kansas. The Unified Government urges the State of Kansas to enact a comprehensive tourism plan and increase funding of tourism promotion and marketing.

Public Transit
The Unified Government supports increased state funding of public transit. The Unified Government also supports regional partnerships to improve and expand public transit options for Kansas City area residents. The Kansas Legislature should help, not hinder, efforts to fund regional public transit in the metropolitan Kansas City area.

Infrastructure Funding
The Unified Government supports increased federal and state funding to assist local communities with their water, wastewater, storm water, dam and levee infrastructure and associated security needs.

University of Kansas Medical Center and Hospital
The Unified Government recognizes the unique and vital role played by the University of Kansas Medical Center and University of Kansas Hospital and strongly supports efforts to create and promote the region as a nationally recognized center for life sciences, cancer research and treatment. The Unified Government supports actions and efforts which will increase the presence and impact of both institutions in Wyandotte County.

Alternative Revenue Sources
Locally elected officials and the citizens they represent should be allowed authority to structure and implement taxes and revenues which best suit the individual community without prohibitions and restrictions imposed by the Kansas Legislature. This includes local earnings/income taxes, development excise taxes, and other local taxes and fees now prohibited by state law.

Public Safety

Weapons and Firearms
The Unified Government supports the ability of local governments to set policies regarding the carrying of weapons and firearms by their employees while they are engaged in the course of their employment. The Unified Government also supports the local regulation of weapons and firearms.
Emergency Medical Services
The Unified Government supports a provider assessment program for ambulance services in order to increase Medicaid payments. The program must be cost-neutral or benefit all ambulance services and treat all ambulance services equally. The Unified Government also urges the Kansas Legislature to evaluate the current Medicaid payment rates for emergency medical services and supports increasing the payments.

Emergency 911 Services
Cities and Counties should maintain local control of the 911 system and the 911 tax should continue to include both wire line and wireless communications. The Unified Government supports legislation providing flexibility for local governments to utilize these funds to provide emergency services.

Community Corrections
We support full funding for community-corrections programs and grants, including programs for behavioral-health initiatives. Community corrections programs for adults reduce community risk and offender recidivism, which decreases taxpayer expense. In addition to serving violent, high-risk offenders, local community corrections also provide juvenile offender supervision. The juvenile programs should include graduated sanctions, evidence-based practices, separate juvenile intake, and prevention funding to stop juveniles from entering the correctional system. Additional funding produces a significant return on investment through reduced crime, incarceration, and recidivism, which means it is essential for the Legislature to provide full funding for the Department of Corrections.

State Prisoners in County Jails
As the State continues moving felons from the Kansas Department of Corrections to county jails, we support state funding to reimburse counties for the entire cost of housing convicted felons. Further, the State should keep accurate records of the number of felons in county jails and make such information available to the public.

Local Control and Police Powers
The Unified Government opposes all legislation which restricts the regulatory authority of cities to protect the health, safety and welfare of the public.

Local Government Operations

Home Rule and Local Control
The Home Rule Amendment of the Kansas Constitution is the foundation of local government, the bedrock of our belief in independence and the benchmark of the right to determine our own destiny. The Unified Government urges the Kansas Legislature to defend and protect the Home Rule Rights and authority guaranteed in the Kansas Constitution to citizens and their local governments.

Prevailing Wage
The Unified Government supports paying prevailing wage on public works projects and economic development projects where tax incentives are given. Prevailing wage fits the nature
of our community and is supported by our citizens. The Unified Government Board of Commissioners strongly urges the Kansas Legislature and Governor Sam Brownback to repeal the law banning the Unified Government of Wyandotte County/Kansas from implementing policies requiring the use of prevailing wage on public works and economic development projects.

**Unfunded Mandates**
The Unified Government believes the State Legislature should not impose mandated functions, activities, or regulations on local governments without providing financial resources to meet the costs of carrying out those mandates.

**Publications and Notices**
The undeniable right of the public to be informed about the actions of its government should not be compromised. At the same time, government officials have a responsibility to ensure the tax money required to keep citizens informed through legal notices and publications is spent in an effective and efficient way.

**Budget Timing**
The Unified Government supports increased flexibility regarding the statutory requirements for filing city budgets.

**Public Land**
Local government and the citizens they represent should be allowed to control and manage public lands and right-of-way as they see fit. This includes collecting franchise fees and other revenues from private companies and individuals which use public lands for personal benefit or profit.

**Municipal Utilities**
The Unified Government supports the ability of cities to operate municipal electric, water, sewer, storm water, solid waste, telecommunications and broadband services. We further support the ability of cities to set and control the rates of municipal utilities.

**Open Meetings**
The Unified Government believes openness in government is essential to building public confidence. But, there are times when privacy or other legitimate reasons require executive sessions. Requiring executive sessions to be tape recorded would impose unreasonable demands on elected and appointed officials and raise questions as to the custody of tapes. All levels of government should be subject to the same open meetings requirements. These laws should not be unduly burdensome.

**Open Records**
Open records laws should balance the public’s right to know with the necessity of protecting private individuals and the ability of public agencies to conduct the essential business of the public. All levels of government should be subject to the same open records requirements.
Eminent Domain
The Unified Government supports the use of eminent domain for economic development projects which eliminate blight and allow revitalization and rebirth in urban areas.

Public Health and Environment

Community Mental Health Funding
The Unified Government supports full funding in state grants for community mental health services, allowing community mental health centers to annually serve 90,000 uninsured and underinsured county residents ineligible for Medicaid. Without adequate state support, mentally ill individuals too often end up in contact with law enforcement, jails, emergency rooms, and state psychiatric hospitals—all of which impact county governments. State grants ensure proper treatment of the mentally ill and improve the community for all.

The state’s reduction in mental health dollars has strained the ability of community mental health centers to provide services to the uninsured and underinsured. Further cuts could result in services for the most vulnerable populations being reduced or eliminated. The Unified Government supports restoration of state funding to community mental health centers (CMHCs) to pay for state required mental health treatment of low income uninsured and underinsured persons who do not qualify for Medicaid or other state funded benefits.

Local Health Department Funding
County health departments have many mandated, but unfunded duties which compete for limited resources. Increased funding for public health, especially for the purchase of vaccines, would help ease the demand on public health dollars and allow better protection of citizens.

Serving Senior Populations and Area Agency on Aging Issues
The Unified Government supports legislation to provide improved support for aging populations in local communities, including full funding of Home and Community Based Services for the Frail Elderly waiver; funding Access to Core Services; and legislation to allow unused prescription drugs from nursing homes, hospice and other health care agencies to be distributed for use by medically indigent seniors.

Energy Efficiency
The Unified Government supports energy efficiency and the development of a statewide energy policy which enables local governments to act individually or in cooperation with others to address energy efficiency. Funding for the Efficiency Kansas program which assists homeowners in improving their homes should be restored.

Energy and Environmental Mandates
The Unified Government opposes federal and state mandates which regulate the operations of municipal electric, water, solid waste, storm water, telecommunications and broadband utility services. Any mandates imposed on cities should come with adequate funding to address the mandate.
Storm Water Management
The Unified Government encourages the Kansas Department of Health and Environment and the
Environmental Protection Agency to work with cities and provide technical support in the
implementation of reasonable regulations related to storm water management. We endorse
cooperative solutions to storm water quality and quantity challenges

Mr. Taylor said the handout sheet that you have where it talks about Local Government Funding
it details by department and function how much money we get allocated through the State of
Kansas, Local Government Funds allocated to us through the state and as you will see for our
2015 budget that total is $19.5M for everything from Domestic Violence Prevention to Juvenile
Justice Programs to Public Works. The biggest one is the Special City-County Street &
Highway Fund at $6.6M. If that comes on the chopping block or major reductions, that’s a direct
effect on us being able to fix streets.

Our other legislative priorities and you have the entire Legislative Program and a lot of that is
platform issues that are kind of the same from year to year. These are priorities that we’re going
to be trying for this year.

2015 Priority Issues

Kansas Tax System
The Kansas Legislature has contributed to increased property taxes by shifting the cost of
providing services and programs from state government to local governments. The Kansas
Legislature should renew a partnership and cooperative spirit with city, county and school
leaders to address the issue of increasing property taxes caused by the shifting of costs from state
government to local governments and schools. The Kansas Legislature should not continue
solving its budget shortfalls by taking revenues belonging to or legally obligated to city and
county governments and should reject placing more of the burden for funding vital services on
local taxpayers.

Local government revenues which need to be protected include: local alcoholic liquor funds;
special city-county highway fund; motor fuel taxes; community mental health; and community
 Corrections funding.

Abandoned Housing
The Unified Government supports legislation which streamlines and expedites the process for
local governments and neighborhood organizations to deal with the growing blight of
abandoned, nuisance and foreclosed housing.
City Elections
City elections should remain non-partisan and separate from state and national elections. Cities should continue to determine when their local elections are held.

Law Enforcement Mutual Aid
The Unified Government supports mutual aid legislation allowing law enforcement agencies to work cooperatively with their counterparts in adjoining states during critical incidents. The State of Missouri has already passed this mutual aid legislation affecting nine counties in the Kansas City metro.

Medicaid Expansion
The Unified Government supports the expansion of Medicaid. The refusal of the state to expand Medicaid puts the burden on local governments to plan health care for the poor. The new insurance market place will target only about 11,000 adults of the approximately 36,000 uninsured in Wyandotte County. This will put pressure on the Wyandotte County Public Health Department and other health care facilities in Wyandotte County to provide care without reimbursement.

Urban Opportunity Zones
The Unified Government supports the creation of urban opportunity zones as a toll to rebuild and revitalize struggling urban neighborhoods.

Legislative Advocacy
The Unified Government supports current law allowing the use of state and local tax dollars to provide information and advocate on behalf of our community and its citizens.

Mr. Taylor said abandoned housing, you’ve all heard about this and Representative Frownfelter has worked on this for a number of years. The goal of the legislation is to streamline and expedite the process for local governments and neighborhood organizations to deal with the growing blight of abandoned, nuisance and foreclosed housing. It was a tough fight. We actually got it pass the House two sessions ago and it came real close this past year to getting it through the Senate and the Conference Committee Report. Since then we have engaged more so the League of Kansas Municipalities and what we discovered was this isn’t just a problem here or in Wichita or in Topeka, there are towns of 500 people that have 50 or 60 abandoned homes. Representative Frownfelter and I did a session at the League of Municipalities conference. We had people four and five deep around the table because there was so much interest in this so I think we actually may get some real traction. There were hearings this summer on it at the Local Government Interim Committee and we actually took a lot of members of the committee, loaded them up in vans and drove them around Topeka to show them a couple of examples of what
we’re talking about. The problem I think is they have really been made aware and now it’s just a matter of what’s the actual solution to it but I feel really positive about it.

City Elections – There were hearings this summer on that. There has been a push three years in a roll now to move city and school board elections from the spring to the fall and couple them up with the national and state elections. Unsaid in that although it is the intent is the move to making those elections partisan as well. Right now all over the state school boards and city councils run as non-partisan positions. There is a push to try to make those partisan so you would have to run as a D or R on those ballots. Every city and every city and county local government organizations in the state has fought that and opposed it. The proponents of it say it’s to try to increase voter turnout but a lot of the hearings that we had this summer where they brought in experts from other states and from national common state legislators have said what they have seen in other states where those are combined when you have a huge ballot, say President, Governor, Senate, Congress, Legislator, Dog Catcher and then you finally get to City Council District 3 and School Board District 2 nobody is voting. They have gotten worn out so they have documented there is a huge drop-off on those down ballot races. We don’t think it would necessarily increase voter turnout for local elections and we think in fact it would probably make the issues less well-known because think about this past election with a gubernatorial race, a really high profile senate race, are you really going to be paying as much attention to a district commission race? Probably not, so that’s one of the reasons we’re opposing that but I think it will again be a fight.

Law Enforcement Mutual Aid would allow law enforcement agencies to work cooperatively with their counterparts in adjoining states during critical incidents. All of the law enforcement agencies in the Kansas City area, this would affect nine counties on both sides of the state line. The state of Missouri passed this law last year and it allows when a critical incident is called whoever the command is on that could call in other departments and make it automatically respond with assets, equipment, personnel. Right now they are not allowed to cross the jurisdictional lines. One example, the best one I’ve heard how this would help is, if you remember a few years ago there was a shooter at the Ward Parkway Mall in Missouri, well the first officers on the scene were from Leawood, KS but the Ward Parkway Mall is in Missouri, they couldn’t do anything. Kansas City, MO police got there pretty quickly and they were able to take down the shooter before he shot anyone else. This would have allowed those
Leawood officers to respond and actually been able to take action and not face all kinds of lawsuits and jurisdiction problems. We think it’s a really positive law and we’ve gotten support from the League of Municipalities, even the Greater Kansas City Chamber is supporting this because they see it as a commonsense kind of thing and so we will be pushing that.

A critical one for us and actually for all over the state it will be pushing and I think it may well be a losing battle, but we’re going to fight it anyway, is Medicaid Expansion. Expanding Medicaid in Kansas is critical for our county, our residents but it’s also an interesting issue in terms of rural and urban working together. We’ve been trying to forge some coalitions there. The Kansas Hospital Association I think is going to make, and you can feel free to talk about this when we get to the discussion point, it’s going to make a bigger push but it’s not just KU Hospital in our community and the kind of demographics of the residents that we have who would greatly benefit from it, it’s small rural hospitals out in western Kansas who may very well have to close their doors because they’re not getting reimbursed for providing the treatment. We’ve been trying to work for kind of a rural/urban fit there. I will tell you that the majority of the legislature and certainly the governor are opposing this so it could be a fight but we’re going to fight it anyway.

Urban Opportunity Zones is another one we will watch. This is actually a proposal from the governor announced right before the election here in KCK, it’s modeled a lot after the Rural Opportunity Zones which he put into place a few years ago and it’s interesting when that proposal first came out I talked with his staff and Nick Jordan and some others about during Urban Opportunity Zones and they liked the idea but felt like it was too much to put into one piece of legislation all at once. Now we’ve expanded the rural zones to almost every county in Kansas so I think it’s time that they are going to start as a pilot project is what they’re proposing in three KCK zip codes and then they hope to maybe expand it in Topeka and Wichita. It could be a way to help rebuild some urban neighborhoods, maybe a block with some new storefronts or that kind of thing so we’re going to be—we don’t know all of the details of it yet but we’re going to be supporting that as well.

Those are kind of our priority issues. A couple of other issues I won’t spend a lot of time on but this is one that was suggested to us through our Finance Department, Unclaimed Checks. We have thousands of checks where we have written maybe to somebody’s commonsory fund from the jail or it’s some other person who never cashed the check. We’ve got over 1,000
checks that are worth less than $5.00 a piece so we have to track those, we have to account for them every year and then after three years they have to be sent to the State Treasurer, put in the states account. What we’re suggesting is a de minimis or minimum amount so let’s say $20.00, if a check is worth less than $20.00 and it has not been cashed after a year or two years, it just goes away and we put it back in the General Fund and we don’t have to track it and spend all that expense in processing it.

The other one I mentioned earlier is Delinquent Tax. Interest rate, we’re going to make a push to try to raise that back to where it was. I don’t think we will get necessarily a welcome response to that but I have meetings in the next week or two with Marvin Kleeb who is the new Chair of the Tax Committee and we will see what he says about it.

One we’re going to be watching and some of you will remember this surfaced last year. I know Representative Curtis you will certainly remember this, Broadband Restrictions. The cable companies and others came up with what was an awful bill quite honestly that would prevent municipalities from doing local broadband. Where this really started is the city of Chanute had a cable company that they wanted broadband fiber put in their community. They had several major businesses asking for it because they needed more width to handle the data they needed. The cable company refused to do it so the city said alright we will build our own broadband network and they did and the cable company went nuts and so the industry kind of came gunning for that and it would have affected the bills and last year it would have also prevented us from having—if it had been in place doing the Google deal. We wouldn’t have been able to offer any kind of incentives so it’s a very restrictive bill. We think it may surface again. I’m just putting it on there to let you know that we will be opposing it if it comes forward.

That’s my quick overview of some of our major issues. I’m sure there are questions and then I will let the Mayor and all of you just kind of have discussion.

**Commissioner Philbrook** said I would like for you to talk about, Mr. Frownfelter, about your proposal and how you really feel its going. **Representative Frownfelter** said the bill we were discussing and working for about six or seven years, like he said it passed the House floor, we had it in Conference Committee and met with a little stubble there but to me it was the least important of the two bills we needed which got us Fairfax, doing away with the levee down
there, the demolition of it and the abatement we needed to use other places so we dropped it off
the Conference Committee floor for that. We’re in a position, thanks to Mike and a couple of
other people, really Whitney Damron in Topeka; who helped put together a good presentation in
Topeka in the interim that this bill can through. After meeting with the Mayor the other day I
think we have a couple of avenues of going and if this doesn’t work, we have another avenue
after looking at the bill itself, the statute how it sets; but we feel at this time, and I will leave it to
the Minority Leader, a little bit with his help I think this is a time period we can get it through.
With the help of Senator Pettey and with the help of the senators also we will need their help
over there in the Senate because that’s where it got stalemate at. We passed the House floor with
ten votes and it got locked in the Local Government Committee with a gentleman over there that
believes in privatizing. He is just his own private entity and they don’t realize that inflicts on the
private property rights of one person reflects on a number of other people around the area.
We’ve tweaked it, we’ve worked it and as we all know, I’m not going to mention a term, but we
border something that they’re really worried about, Eminent Domain is what they’re worried
about. How does this reflect that, how close are we to border that and we’ve got to be very
careful that we don’t step over that one little line that it gets too close to that. That is the whole
concept. Commissioner Philbrook said I was lucky enough to be at one of your roundtables at
the Kansas League of Municipalities and I was really excited to see how enthusiastic the small
burgs were, the little rural areas and do you feel like they actually have bothered to talk with any
of their legislators yet? Representative Frownfelter said no I don’t. I don’t know if they have.
I will tell you the League of Municipalities put out a flyer and a questionnaire to try and get back
in how many they thought and there was a small town outside of Wichita, I think its Osborne,
and they said they only had four. The Mayor called the other day and they have 175. This is a
small population and 175 houses have been sitting vacant for over a year or two. Commissioner
Philbrook said so they don’t even know. Representative Frownfelter said they don’t. I mean
this is something—after I’m speaking with the governor in the ROZ, the Real Opportunity Zone;
they want to get businesses to those areas, those small communities out there but it’s like the
chicken and egg, you can’t do it because there is no housing but the housing is sitting there and
we’re allowing them the ability to use that to bring people to their community and do that, the
same as we have here in our community.
Mayor Holland said this bill dovetails nicely with the work that McKiernan and Markley have been doing with our housing stock. This bill would be a game changer for our community in terms of really moving us forward to be able to get ahold of these abandoned delinquent properties. We’re talking about abandoned properties; we’re not talking about moving grandma out of her house. We’re talking about properties that have been empty for a year or two and they are blight on the community, they are a hazard to the community; getting our hands on those and getting them turned into positive use, this bill is a big game changer so I appreciate your work on this.

Commissioner Townsend said to follow-up on the questions or the clarification that Representative Frownfelter just gave. Can anyone cite that statute so that those listening can look it up and read it for themselves because that is a real concern among some of our constituents that grandma, auntie, whoever is not moved out of the house? When the situation arises most often there is no one in the house and nothing is being done to upgrade it or to do something with it to diminish the blight. I think it’s important that those watching can look up that statute and read it for themselves. Commissioner Markley said Stan might be able to recite it if you really wanted him to. Representative Frownfelter said 12-1750 is where it starts and when it starts it is talking about unsafe and dangerous and abandoned. 12-1750 is the definition. When you go through the first part of it, it is going to be a definition page like you’re going through the dictionary and given definition. 12-1751 through 12-1756 will talk about the governing body and their ability to do some things. Where the biggest changes will be is at 12-1756a to 12-1756g. That is dealing with the non-for-profits and that’s what we’re talking about there because the changes are in that regards to it; allowing non-for-profits to go in there and rehab these homes and make it affordable housing instead of opening it up to the public which the cost would be outstanding on it. I’ll give an example, in the old days when Catholic housing was around they were doing the big homes over in the cathedral area, they had a big stock leftover because they couldn’t sell what they did. The rehab was too costly and they couldn’t sell them for what they were into. These are houses that we can get into and work with the non-for-profits, save some money and make affordable housing for those people to get into; those starter homes realistically and I’m talking in my area and other homes like that, the starter to the middleclass homes if you can understand what I’m saying. You can go through 12-1750 to 12-
1756g but when you’re reading it and it’s split-up into two sections, there are really two statutes in one there.

**Mr. Taylor** said I might again just to stress this because the concern about eminent domain, we’re talking about our homes no one is living in and we can’t find the owners. The owners have walked away. We don’t know who owns the house. We’re not talking about taking a house that we know that Stan Frownfelter owns. We’re talking about taking a house that we can’t find the owner and no one is claiming that house so it’s just sitting there and it happens more than you would think. One thing that tends to happen sometimes is our landlords will rent out a house until it can no longer pass the rental licensing requirements rather than fix it up and they just walk away from it. **Representative Frownfelter** said and then the realtor buys it and it starts all over again. Remember, when you start looking at these, you’re not looking at people that live in Wyandotte County or Kansas City that own these homes, it’s not even in our own states some of them. 50% don’t even live in our state and a lot of them are mortgage companies outside the county. What I’m hoping comes from this as we step up and hold people accountable that we’re not redoing all these houses that we bring them to the table and they start doing them. As soon as they see that we take a stand and you can’t step on us anymore, you can’t use us, you can’t just kick us to the side and think that we’re irrelevant; they will have to come to the table and start negotiating with us and doing these houses themselves.

**Commissioner Townsend** said I would like to hear some more about the Urban Opportunity Zones. If those are created, will money come with those designations or will that designation entitle those areas or zip codes to qualify for some other pool of money? **Mr. Taylor** said from what we know about it right now, Commissioner, and again we’ve not seen a formal proposal; the governor has floated some ideas but it would allow if someone moved in, for example, from out-of-state back into one of these zip codes to live, they could have their income taxes waived for five years. There is the possibility of having student loans paid off or at least in part and this component unlike the rural would have a TIF sort of component where if improvements are made you could put that money, the increment back into infrastructure in that block or in that district. That doesn’t exist in the rural zones. Those are the concepts we’ve heard the governor talk about and revenue we haven’t seen a formal bill or proposal yet but that’s the gist of it. The idea is to try to get maybe somebody who just graduated from dental school come back to the

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state and maybe set up a storefront on Quindaro for example or Minnesota and then he would get some benefits for doing that. That’s the concept of it and the zip codes are 66101—

**Representative Frownfelter** said 66106 and then there is one just going up farther north. I met with the Secretary of Revenue Nick Jordan and Pat Georgeson of Commerce yesterday over the housing, seeing how it fit in well with this project they are doing. This is still in the works, this is not a bill yet that has been brought forward. They are still working on it and is a spinoff of the ROZ, Rules Opportunity Zone, is what they’re trying to do. I wanted to make sure—I was working with them that we don’t put a burden on local government that we give away money that comes to us and as you can see we’ve done enough of that in the past. I’ll make sure that the state is living up to their half of it or their portion of it as we get into it.

**Mayor Holland** said I would like to weigh in on the Medicaid Expansion piece. Medicaid Expansion is very important. As we know Wyandotte County has 5% of the state population and 10% of the state is uninsured. I have said this many times but the Affordable Care Act can cut that number in half and expansion of Medicaid would cut that number in half again through Enroll Wyandotte, with the Healthy Communities Wyandotte, the Health Department, the Wyandotte Health Counsel; we put together a pretty strong coalition and in the first year enrolled a third of the people eligible under the Affordable Care Act in Wyandotte County, that’s 4,500 people in Kansas City, Kansas who now have insurance that didn’t have it before. We’re doing a very aggressive rollout this year as well trying to enroll the other two-thirds of the people who are eligible. The expansion of Medicaid though is leaving a big gap because there will be people actually with less income than people who qualified for the Affordable Care Act who still don’t have insurance. The expansion of Medicaid really helps the very poor in our community have access to health care so that’s an important component. I believe the number for Kansas is $3B a year that would come to the state for the expansion. It would go towards obviously providing the health care for the very poor. It would also go to the health care infrastructure of our state. It would be job creation, it would be helping—hiring more doctors and nurses, it also helps reimburse hospitals that are paying. The way the federal government covers indignant care now has changed to the Affordable Care Act in the expansion of Medicaid so the last number I got from Bob Page at KU was $30M a year that KU is losing in unreimbursed money because Medicaid has not been expanded. Imagine the amount of health care that KU could be putting
back into our community if it were being reimbursed for that money. Any way that we can push that through economic development and jobs, helping the poor, helping the hospitals; it’s really a win across the board and usually my argument is this. To my knowledge Kansas still takes transportation money from the federal government, we still take education money from the federal government. If we called it Obama Culture, we wouldn’t stop taking agriculture subsidies in Kansas so we have to move pass the politics of the Affordable Care Act and get into the dollars and cents of funding the basic services in the state of Kansas so this Medicaid Expansion is very big for Wyandotte County and frankly for the whole state. I think there’s starting to be some synergy with the rural hospitals recognizing the loss of jobs and the potential of even closing without this money. If there is any hope that we can get or any way that we can help provide another voice for Medicaid Expansion, I would be glad to do that.

Representative Kathy Wolfe Moore said we appreciate your support here in Wyandotte County for that. You’re exactly correct. Right now 28 states I think it is today have passed Medicaid Expansion nationwide and so what is happening right now is we’re going to have two systems of health care in America. The states that have Medicaid Expansion and the states that don’t and all those federal dollars that flow to help support that population and if we pass Medicaid Expansion 160,000 in Kansas would be newly insured and you are exactly on point when you talk about the economic development aspects of that and I think that’s what we need to talk about more and more. You think about 160,000 people and the doctors, nurses, ancillary care, supplies that you need; that would be a huge economic boom to Kansas which we apparently desperately need right now.

The other thing is that the Hospital Association realizes that, especially given the huge budget hole that Kansas finds themselves in, they probably have to step up to the plate and help a little bit because what you hear about generally are two things. We don’t want to take federal dollars and you’ve already made the point on that. The other thing you hear about is I think it’s 17 when we actually pay the 10% by the state so the Hospital Association is proposing and they are trying to get broad agreement on it is that the hospitals—they already have something in place called an Assessment Tax, provider assessment, that we increase that on the hospitals and they would do this willingly so they would essentially cover the majority of that 10% so really the state—it would not cost them as much when you’re down to the 90% match. How that works is and I’m just giving you broad numbers, for example, let’s say KU Hospital had to pay in

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$15M where we hope that we would beat that number so if we paid in $15M to this Assessment Tax, for example, that we would get enough people covered with Medicaid that would cover that and a little more and do a little better on that. The whole idea I think is we can get broad agreement from hospitals and get them to step up to the plate, agree to cover some of that match money, so hopefully that takes away some of the argument. I think it has to pass this year or next year because I think we’re going to continue to see a wave of states passing Medicaid.

Representative Frownfelter said, Kathy, if I’m not mistaken; doesn’t that include the pharmaceutical discounts we get which is closer to $70-$90M a year? If we don’t bring that in we would lose those discounts for what we do with the Medicaid? Representative Wolfe-Moore said for the hospitals that get that program, that’s exactly right. Representative Frownfelter said so we’re not about just $30M we talking about another $70-$90M we could lose in excess of that so that’s quite a little bit.

Representative Frownfelter said I don’t know if this is the place to do it but on your Law Enforcement Mutual Aid bill I was asked to cosponsor that. I had a couple phone calls. Since we have our two heads of law enforcement out here is there any way we could ask them to chime in as to are they for it or are they against it. I was going to try to call them myself but since I have them both in the same room I would sure like to know how they feel. Sheriff Ash said the Chief will speak for the both of us. Chief Hanson, Police Dept., said the reason he is deferring to me is because he knows I have been really involved in trying to push the legislation forward. Several years ago when Homeland Securities monies started becoming available formed a consortium of the metro area disaster tactical officers and what this was, was a group of officers that would come together in we had a natural—some type of act of terrorism or anything where we needed to pull together tactical officers and that has worked very, very well. The equipment comes, it belongs to the whole region, and we don’t fight over it. We share, we train together and it has really been a great thing so out of that group came the idea for this legislation because just like the example that was given to you earlier about Ward Parkway, not everything is a big disaster or needs a lot of tactical response but on almost any day there could be a situation across the state line where a quick and immediate response from either side of the state line could really avert disaster. It could bring an active shooter situation to a close quicker, it could just be the thing that really does keep a bad situation from getting worse. We see no downside to this
whosoever. We see so many opportunities and actually law enforcement in this metro area functions together in many ways if not a weekly basis, certainly a monthly basis. All the chief’s and sheriff’s meet every month. We talk about common problems, we review things that are on the horizon, different types of equipment, different types of programs, different legal issues and so this is a law that was mentioned earlier that was passed last year in Missouri. In order for the Missouri law to really go into effect we have to pass this on the Kansas side because it is to serve both of those entities. One thing a lot of people don’t think about is how this will impact in a very positive way that whole issue of the Metro Squad. You all know the Metro Squad has worked and worked well for decades, however; it is worked on the premise that a Kansas officer will always be paired with a Missouri officer so that we have authority no matter where we go on either side of the state line. It’s always kind of been a hope and a prayer, we cross our fingers and we try to make that work but as we all know sometimes situations aren’t perfect. There is not always one Kansas officer for one Missouri officer so this would remove any type of ambiguity from that situation which we think would be a great step forward. The metropolitan chief’s and sheriff’s endorse this, the Johnson County chief’s and sheriff’s endorse it, and I won’t speak for the Sheriff, but he has been very positive and helpful in moving this forward as have the other law enforcement entities here in Wyandotte County.

**Representative Louis Ruiz** asked at what level of incident would you feel this would be necessary. **Chief Hanson** said I think it’s written in such a way that it certainly would not be routine. We’re talking about an exigent situation so if someone said hey we have a robbery over here; we need some help hunting down the robber; that’s not what we’re talking about. We’re talking about in emergent situations where you need an infusion of law enforcement presence immediately. Active shooter situations, we all know we’ve had—we’ve been very fortunate, we’ve had peaceful demonstrations here but if we had some type of situation that occurred where we needed that help back and forth across the state line, the big advantage here is with this legislation you don’t have to form a task force, you don’t have to try to find a chief, you don’t have to try to find the sheriff; you know if it’s a Sunday morning and he is in church or something else that the incident commander right there on the scene who we have a lot of confidence in will say I need help and they can initiate this action.
**Senator Pat Pettey** said I’m sorry I was late. The Senate Minority Democrats were having their caucus which is in Topeka but I did it by phone and so I’m glad I could join you here. I just want to follow-up with Representative Ruiz question. As you look at this piece of legislation where do you see the cost would occur? **Chief Hanson** said we don’t really see any cost. We have a lot of mutual aid situations back and forth so the way we’ve operated, if we would go over and assist Kansas City, Missouri and if that would result in overtime for Kansas City, Kansas, we would absorb that overtime and then when they would come over and help us they would absorb the overtime. **Senator Pettey** said so any incurred overtime would be a local cost not a state cost. **Chief Hanson** said correct.

**Mayor Holland** said we also already have this procedure in place across county lines, is that right, in the state of Kansas? Johnson and Wyandotte County already cooperate in this way, is that right? **Chief Hanson** said yes. **Mayor Holland** said so this would just expand it—and Missouri counties cooperate on their side. It just allows us to east/west and not just north/south. **Chief Hanson** said for those of you—our KCK constituency here we know that we’re seconds away and we deal with a lot of people who go back and forth across that state line quite often. The potential for us to be able to get there quickly to help them in a situation and vice versa when they really need the help is great.

**Representative Frownfelter** said Mike Taylor brought up the Sales Tax Exemptions. We’re talking about $4B. Let me throw a couple things in there and there is a lot of money but remember that includes double taxing the lottery. One of the things when you tax things twice, if you eliminate that so we don’t double tax items as if General Motors buys a part and they tax it and puts it in the car and they tax it and then they sell it they pay taxes; you don’t want that taxed three times. We eliminate that plus the lottery because of the law venturing outside of the states; we’re still at almost $1.5-$1.6B which is a lot of money that we have the sales tax exemption to use elsewhere that could be utilized down the road. I just didn’t want you to think we had $4B sitting around there that we’re spending but it is a large amount at $1.5-$1.6B and it’s been growing every year at about 10-15%.

**Mr. Taylor** said it has been discussed in past years. The problem is politically it’s very charged. I mean it’s everything from Girl Scout cookies to Boy’s Clubs and baseball leagues,
churches and the one that would probably be the biggest fight and where there is a lot of money there is on Professional Services, attorney's, dentists, architects; there is no sales tax on those services and one of the proposals that came out a couple years ago to do this included that and I will tell you it got a very fierce reaction. I just raise it as a possibility because if we’re looking for money it’s where there is a large area of money, I’m not sure the political wheel is there to actually take it on and eliminate all of these exceptions but I wanted to bring it up as a possibility. **Representative Frownfelter** said you are right about services but that’s not a sales tax exception. They have never been put into that category so it’s off to the side. **Mr. Taylor** said it’s not in the list of exceptions. **Representative Frownfelter** said they’re over here where they never have been put into that sales tax exemption so they’re still not paying tax on a service so that would add onto that $1.6B which would happen a lot.

**Commissioner Walters** said I would like to comment on the tax system. A personal note, maybe not something that the entire commission has talked about, but I have noticed that there has been a little bit of talk lately that the tax cuts that were enacted might be revisited. One that I’m pretty familiar with that I think must have been an unintended consequence perhaps but it’s the elimination of income tax on pass through income derived from an LLC. Where a lot of this hits people is self-employed people working out of their house often incorporate as an LLC and suddenly they don’t have to pay state taxes. That’s not only unfair but it’s ineffective if the purpose of the tax is to create employment which is what the stated goal was. A lot of these people have absolutely no intention of ever hiring anyone. They are self-employed and they want to be self-employed and they don’t want to have employees but it was all just rolled into this grand elimination of state income tax. I just bring that to your attention. I think it’s unfair and I think you could probably have dozens of people who would provide testimony that they no longer have to pay sales tax and they think it’s unfair even though they’re the beneficiaries if you choose to have hearings on something like that. I just bring that up. It’s something I think could be reviewed if truly the overall tax program is going to be reconsidered. **Mr. Taylor** said it was 191,000 businesses, sole proprietorships, LLC’s in Kansas that were exempt from paying income tax and it was not unintentional, it was very deliberately done. **Representative Frownfelter** said only on the profits. I think, Kathy, we dealt with that your first time there. I unfortunately was on that tax committee when that went down and the question I asked was I’m a subchapter S so
we’re part of LLC, I make $120,000 a year and I pay taxes on that. At the end of the year as you do your taxes you roll it in your profits in one, you don’t pay taxes on that. I said okay, my next question is I pay myself $30,000 a year and I make $210,000 and I pay it quarterly; you don’t pay taxes on that and what we’ve seen happen is with the influx of jobs and job growth in Kansas we never watch it close enough to know if those people are changing from a C Corp to an LLC so subchapter S our sole proprietor. I mean the job growth in Kansas could be done through these taxes if that’s the way they’re looking at it. We’ve never done that so that is another reason I think it was done. We either did that or the income tax reduction for everyone but doing both of them was what has put us in this jam right now.  

Mayor Holland said I think the key to this is when we give incentives out at the local level we give incentives out to leverage another investment so when we partner with a grocery store we put certain incentives from the sales tax and property tax a future growth on that in order to leverage the private investment. I don’t have a problem if you’re going to set up a program to encourage people to hire new people to do a rebate system, that if you hire another person and another full-time equivalent we’ll rebate some of your income tax, all or some of your income tax. When it’s not tied to an incentive we’re just giving people money who like you said don’t necessarily need it and so I don’t believe in just giving money away. I don’t even give my kids money without at least some idea of what they say they’re going to spend it on. Why would we just give people money when they haven’t hired anybody but if you hire somebody, we should give you a rebate and say thanks for hiring somebody, you’re helping put Kansans to work? Making it a rebate rather than a de facto here’s free money I think that’s where the problem is because there is no evidence to show that it has led to more people being hired.  

Commissioner Philbrook said I’m an S Corp, small business S Corp, there are a lot of doctors that are small S Corps and I don’t mind paying my taxes and so yes it will save me a little bit of money. I would rather pay those taxes and take care of what we’re supposed to be taking care of in our community than guessing, as the Mayor says, that we’re going to bring more people into our state as you say which we have not seen from that particular item. I stand on record I don’t mind paying my taxes. I just want to make sure that we don’t assume because it’s an LLC or something it’s only a little garage business. Representative Wolfe-Moore said clearly the evidence is in and so far to date at least it hasn’t worked. Kansas is not keeping pace with the states around them and job growth. We’re not keeping pace with the nation and so
clearly it’s not working. In fact we’ve lost industrial jobs and we’ve gained service jobs so service jobs generally means restaurants, fast food and that sort of thing. The jobs that we are showing an increase in probably aren’t necessarily the type of job that they had imagined when they implemented this grand tax plan.

**Mayor Holland** said the City Elections is the last item on here. Do we want a four-page ballot? I think keeping the city elections non-partisan and in the spring and not overshadowed by the federal and state elections is pretty important. It's hard enough to get people’s attention in the spring. I would imagine if we’re competing with national television ads, state ads, senator ads, and governor ads; the chances of getting our message out about what’s good for Kansas City, Kansas is going to be very small and then we also open up the city’s to the federal wins of throw the bums out and about every four or six years, whoever the bums are that year, whether it’s the Democrats or Republicans get thrown out and then everybody down the ballot gets thrown out with them. What you do is you set up this national wave of whatever is popular coming in to impact the local elections. It seems like keeping it under the federal radar would be a lot better and any way that we can emphasize the desire to keep them nonpartisan—filling potholes and flushing toilets is a nonpartisan issue at the end of the day and we spend a lot of money filling potholes, a lot of money on sewers, police and fire protection; nobody cares if you’re Democrat or Republican, they want to know if you’re going to fund basic services for the community. I think we need to maintain that push for the local and particularly for the school boards, everybody; I think we need to keep it nonpartisan. I don’t know if anybody disagrees with that. **Senator Pettey** said I don’t disagree with you. I do think it probably—did any of our delegation serve on the interim? **Mr. Taylor** said Stan did. **Senator Pettey** said well fortunately a recommendation for a bill didn’t come out of the interim but that doesn’t mean it’s not going to be on the floor. **Representative Tom Burroughs** said we got an opportunity to visit with a number of the Mayor’s and to a fault almost 100% of the Mayors are opposed to the fall elections. The significant part of that is their legislative delegation is not listening to them. The support here from this delegation stands with its local government on that issue. If you will, the sensationalism associated behind this is about efficiencies, the 8% turnout that happens on a local election and so they are going to drive that home that it’s inefficient to have spring elections and it’s more efficient to have the fall elections along with the state and federal process.
so you will get a higher turnout. Those of us that have been around for a while, this is nothing more than an attempt to continue to divide this state to make it R’s and D’s versus Kansans. It’s just poor policy, it’s an attempt to take control of local control and there are those in the legislature that think you should have local control as long as they’re controlling you locally. We just need to be mindful that this legislation is going to come out of committee, we will probably have that discussion on the floor, where it goes out of the House and/or the Senate; it will be tested in time throughout this session as a number of these issues will be but rest assured that this delegation is standing ready to defend local control to the best of our ability.

**Mr. Taylor** said one quick idea that has come out of some of the meetings is if your issue is really to increase voter turnout, allow mail ballot elections in the spring for the candidates. We can do that now if it’s bond issues and special questions but not on candidates and so a number of state’s that presented said they saw significant increases in their local elections when they allowed the entire election to be connected by mail ballot. We already do advance voting by mail ballot and plus there is an issue of cost. If you want a true cost savings that really does save money because you do not have to get poll workers, move the machines and all that. I’m just putting that out that there is starting to be more and more discussion and that may surface as an alternative to moving to the fall. **Representative Burroughs** said we in the legislature might have a comfort level with that if we have a Secretary of State that doesn’t. It’s the Secretary of State responsibility associated to elections.

**Commissioner Philbrook** said my comment definitely has to do with the elections spring versus fall. We may get a lower turnout in the spring but those that actually get out and vote they have feelings for what they really want and they’re voting. I’m not going to say that just because we have fewer, that our people are not talking to us. We just need to try to build a fire more under them to try to get them out. That’s easier said than done but on the other hand as elected officials I guess it’s our job to try to remind them that if they want us to stay in, they will get out and vote or if they want to get rid of us, they have to get out and vote. The argument that because there are more people that come out at one time or the other doesn’t mean the quality of people that come out are any better one way or the other.

**Senator Pettiey** said I thought it was interesting when some of us were at the Mayor’s dinner, the Council of Mayor’s dinner for Johnson and Wyandotte County, and Chairman Eilert said that in this last election that in his election, which was not at the top of the ballot, there were

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18,000 less votes in his election. I think that’s also a factor that if you look at a ballot that now has 35 people on it what a difference it will make whether you’re getting any votes or not.

**Commissioner Murguia** said I’m going to shift gears just a little bit. I just have really some comments to make and really it’s just to maybe begin discussions with my fellow commissioners and to also just maybe provide some input to our state legislature.

The first one is, I absolutely agree with you on Medicaid Expansion. I just see gloom and doom if that doesn’t happen but it’s sort of my nature and my personality to hope for the best and plan for the worse. So on a more positive side of that, if it doesn’t happen, if Medicaid Expansion doesn’t happen; one of the things that I am learning more and more by serving on the Kansas Board of Regents is I’m learning more about our KU Hospital and our educational systems. If you don’t know, you should be aware that not only our state but the country is desperate for medical personnel like doctors and nurses. We are literally desperate nationally and Kansas is no exception to that. If Medicaid Expansion does not occur, it’s just as the Mayor and Representative Wolfe said, many of our rural hospitals and places like that will be closed. Right now, as of yesterday, I just received a large presentation from Bob Page from the hospital and Dr. Girod who is the Executive Vice Chancellor for the Medical Center, who stated the hospital will be actively seeking, and Kathy you can probably agree with this, they will actively be seeking revenue generating opportunities so they are very much shifting to a very business model. It’s a little disappointing but I get why it’s happening and I totaling understand and I’m supportive of that and I do think if we start looking at it like that, there might be some opportunities for local government to develop a better relationship with, for example, KU Hospital. It’s really just a comment in regard to that.

The second comment I had was on the Urban Opportunity Zone. First of all, Stan, I can’t appreciate enough the work you’re doing on the Abandoned Housing Act. I think you have worked very hard on that and I greatly appreciate it and I think you will be surprised at how well you will do the more you reach out to the rural areas of Kansas. I’ve had a lot of interaction with cities like Garden City, areas in southwest Kansas like Pittsburg, KS., and just by the presentation you gave where you talked about the one small town where the Representative from that area thought there was one home or two homes in the whole city that might benefit from this and then you had to call the Mayor and he tells you there’s hundreds in the area. Just maybe, as
a suggestion, is that when you do have people come and testify that you solicit input from those local municipalities to come up and testify about the impact that something like this might have on those areas because clearly the burden can’t fall on your shoulders to necessarily collect all of that data.

Also, in regard to the Urban Opportunity Zones, I do have just a suggestion and I haven’t discussed this really with my fellow commissioners or our state legislature and there may be things wrong with this but I’m going to throw it out there for people to think about. I would like to see a piece added to this Opportunity Zones where there is actual capital available in particular when you are dealing with more challenged areas. You have all these challenges like abandoned housing and, frankly though, I greatly appreciate Representative Frownfelter work; there is a process involved in acquiring that property which sometimes delays progress and so sometimes just having access to capital and acquiring it the old fashion way of just buying it is a whole lot easier and faster and more impactful than having to go through a process. I would be grateful for anyone that would be willing to look into with me the opportunity of adding an amendment to the Opportunity Zones that enables those areas that engage in economic development and job creation are able to capture some of that new employment tax locally for ongoing economic development in those zip codes. It doesn’t take money away from any existing program, it doesn’t compete with one another, it is mutually beneficial. I would think it would be very popular with Republicans because—I sort of from that mindset it’s about earning your money. For example, if Gayle and in Gayle’s district a grocery store is built and it creates 150 new jobs and we’re able to keep some of that employment tax from those new employees, it doesn’t take anything away from anywhere else, there wasn’t a store there to begin with. It doesn’t take away from feeding the homeless or doing those other programs. Its new money that’s generated and we earned it if we recruited the store to the area. That’s just my suggestion on Urban Opportunity Zones and I will continue to work that as much as I can from the local level.

Representative Burroughs said I just want to revisit a few of these issues and share with you some of the challenges I believe you all know that are coming and we will do our best to address those. Your highway projects, your T-Works Projects, you’re going to be at risk here in two years. The present funding level is secure for the next two years; however, you’re local investment is going to need to increase in order to see these projects through to fruition. Those
are some of the challenges you’re going to face on the local level. There will be a bill introduced I anticipate, I don’t know if it will be rescission bill or if it will be just a bill to acknowledge the fact that we haven’t paid our fair share back to you on local revenue sharing ad valorem and to eliminate it completely so it’s no longer a statute and they will take that as a savings and as a hollow budget piece to say we saved this money. In reality they haven’t been paying it anyway.

I anticipate the formula for education to be looked at which will impact Wyandotte County tremendously and affect our children in this community and those rural and urban communities that are challenged already to insure that our children have a fair opportunity for an education. These are the type of things we’re dealing with. Had it not been for the reorganization of KU, the in cycle reorganization of KU Hospital and Medical Center years ago, chances are it would be on the chopping block today and possibly even be closed. We should be very protective of those resources that we presently have. These are some of the things that happen when people say they want to downsize government, they want to right size government, and they want to privatize government. The unfortunate side of that is it’s okay to do that as long as it doesn’t affect you and when you need it and demand it and you can’t get it, that’s when it hits home. I respect the fact that you all are dealing with financial issues here at home and I just want to say personally as a citizen of Kansas City, Kansas and Wyandotte County how much I appreciate this local government being able to hold the line on the mill levy in reference to the cuts you have faced. I think that sends a very strong message to this community that you hear the message and we want to help with that and our part is not to allow the state to continue to renege on the commitments it makes to local government. Mayor, I just want to say I compliment you and the commission on holding the line on our residents and allowing those housing opportunities to advance. I think the community stands to gain by the leadership that this community has demonstrated and we are all thankful for that.

Representative Frownfelter said thank you for the kind words commissioner and one of the things I did bring up yesterday in our meetings with the Secretary of Revenue and Commerce was maybe extending that zip code into that area because I know there is a lot more and that could be a big, big—if we included that in our urban core development. That could be a big incentive. There could be dollars there to help create more revenue and expand that.
As far as the testimony from these areas, we’ve asked for written testimony from each area that was there to whereas we could take it like let’s say Osborne, the Mayor, sent one in. I would put that in a file for each person on the committee in their area, wherever they are from, to make sure they understand the local governments want this. We’ve done that.

As far as the last one, the Angel Tax Credit, I don’t know if we did away with that but that was a big incentive over the years and maybe we can revisit that but I think because of funding we cut that down or we did away with it. Representative Wolfe Moore said we still have it but—Representative Frownfelter said but it’s gone down the middle but that was a big one for us which we could use to bring businesses from outside our own state in here, people with revenues to help develop the entities.

Commissioner Murguia said just one follow-up question Representative Frownfelter. It’s my understanding they have made the change to include 66103, is that not accurate? Representative Frownfelter said I don’t know. I saw the first version of it and it was three. It went 66106, above, and then up north/east. I don’t know if it’s in there. Commissioner Murguia said I think that was a mistake but I’m pretty sure that 66103 has been included in that legislation.

Representative Ruiz said in following along with Representative Burroughs issues with we’re losing on Medicaid Expansion a lot of money on the table with that, billions of dollars. I went to the House last year, to the Senate, the Kansas Health Compact, which allowed the State of Kansas to opt out of the ACA. If the United States Senate was a majority Republican to vote this through; it does not need the signature of the President. We’re looking to that it’s going to happen probably with a vote coming through this next year probably early. What happens is the federal funds that come in from the ACA will come in as a block grant. I asked at the mic if those funds were going to be used in any diverted way and the gentlemen who drafted the bill stated that it would be strictly used for health care. Basically what we’re seeing now at the state level on the funds being redirected I beg to differ so what I did and I was in discussion with several of my colleagues and Representative Burroughs introduced a bill to repeal the Kansas compact so we will see what happens at the beginning of the year.
The second thing is that I read in the Kansas City Hispanic news and I’ve heard several places where you are trying to look at the hiring practices of our two big city employers, KCKPD and also the Fire Department as far as equalization or bring in more minority employees in those two respective departments. I want to applaud the commissions’ efforts along those lines and if there is anything I can do to help support initiatives, feel free to let me know.

Senator Pettey said since I was part of the Senate Caucus today one piece of legislation that is going to be introduced by Senator Oletha Faust-Goudeau and others is dealing with the reduction of sales tax on fruits and vegetables so it wouldn’t be a total—it probably wouldn’t be a complete takeaway of sales tax but we have a whole move about—there are so many states that don’t tax foods so this would be a move in that direction. You might want to think about that and how this would affect our community and whether it’s something that you see as being needed but at least it would be a starting point to talk about healthy foods and fruits and vegetables. It was also mentioned that possibly one that would be introduced dealing with foods sold at farmer markets.

Mayor Holland said on that note of fruitful conversation all the way around the last item before we adjourn tonight, I just want to check in first and I want to thank Mike Taylor and I think we owe him a lot on both sides whether it’s the state delegation or the UG. We really appreciate all your work on our behalf and I think we should give him a hand.

Mayor Holland said the last item is simply moving forward. I think certainly this annual dialogue as we’re preparing our legislative agenda to meet together and go over it piece by piece and kind of learn about it from one another I think is very helpful. I would certainly anticipate doing this on an annual basis. The question is, I know that there have been attempts in the past to have luncheons in Topeka during the legislative session, is that something the commission would be interested in traveling to Topeka, I don’t know, once during the legislative session or would it be better during your break time in April to meet here? Is there an interest during the session to get together as the session is happening and I’m just open to feedback? What I don’t want to do is meet unnecessarily. I don’t want to just fill our calendars with meetings for the sake of meeting. We might be able to do that conversation one-on-one as needed but if there is a
need, I certainly want to facilitate that in any way that we can so if there are any thoughts about that, I would throw it out there. **Representative Ruiz** said being how we’re going to have a new Chair to the delegation the first of the year I think that discussion should take place and maybe we could decide and get back with this commission regarding that issue. **Representative Wolfe-Moore** said what happens many times is that as you get a little farther into the session we will have many of these luncheons scheduled and then they have to be cancelled because we work through them. That happens so much.

What I think would be especially helpful is in addition to maybe on the break is that you be willing to come up and testify on various issues. This moving the elections is going to steamroll its way through and our only hope of stopping, there is not a local government that we found, I think as Mike said, or a school board that’s for this. The only way that’s going to be stopped is with your presence and your brother’s presence from across the state so I would love it if when you all came to Topeka if we could really use you in a real helpful capacity. **Mayor Holland** said I would offer myself and if there is someone else that feels passionately about these issues, if I could be of help testifying in front of a committee, I would do. If having another Democrat from Wyandotte County testifying would not help the cause, then I wouldn’t, but I would trust your judgment if you feel like we could be useful, certainly communicate, and we would be glad to bring some voices to the table on some of these issues.

**Commissioner Philbrook** said logistics. How much of a heads up can we get? **Mr. Taylor** said generally we find out—I go to a meeting every Thursday and generally I see the calendar of hearings for the next week so sometimes there will be a hearing on Monday, sometimes it might be later in the week, sometimes we’re involved in helping kind of plan when that hearing will be. Other times, depending on the issue and the committee, they will announce a hearing at 5:00 p.m. on Monday night for 8:30 a.m. on Tuesday morning. By the way, you have to have your written testimony 24 hours in advance and that has happened to me before. It just kind of varies but generally if there is a big hearing a lot of time the League of Municipalities will try to put out a call and orchestrate that. I certainly know on Thursday of a week what the main hearings are for the next week and I think Representative Wolfe-Moore’s idea is good. I think though on sort of the more routine things I’m there, I can do that testimony, it’s on the really important issues; I think it’s sort of save the ammunition and bring a Mayor or Commissioner up when it really will

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count. Senator Pettey said, Mike, I was just wondering particularly like this election issue, we know this is going to come up right away. We know, as Kathy said, it’s going to be steamrolled and it’s not easy for you guys to come up on a regular basis but you could already have that testimony ready. Mr. Taylor said that’s true and I’ve had testimony—actually one of the most effective conflict issues a couple years ago was our own Election Commissioner. He came up and I brought him up and he testified and he gave very logistical factual kind of reasons why ballots this long won’t work. It wasn’t political, it was somebody that gave reasons why this can’t work, and our voting machines can’t handle it. It was very effective testimony because it was an expert who does that. I’m glad to help prepare testimony for any of you that want to do that. Commissioner Philbrook said so individual testimony is to be read, is that what you’re saying? Mr. Taylor said it can be turned in written or you can sign up and actually stand up at a podium and deliver it. I can get you more information on how that process works. Commissioner Philbrook said if we are going to jump on our wagons and rally, we need to know a little bit more about the rally.

Mr. Frownfelter said I would ask—I’m sure Commissioners Markley, Murguia and my friend to my right would like for me to lose their phone number, their cell number, but there are times when we’re in session—there is an amendment that comes across and it might directly affect somebody’s commission area or Wyandotte County. Being able to have your number to call you and relate that and get input from it, even though Mike is there, means a lot. I have abused Brian’s phone number over the past few years but I apologized for that, but it’s something that’s necessary because all of a sudden there is a bill that comes across, you don’t think anything of it and now an amendment is on it and you’re saying wait a minute, that’s going to affect someone and I have no knowledge of what’s going on. It might be the time Mike is there or he’s not, he hides from me too so we might need to get ahold of someone and those are sometimes needed and I’ve talked to the Mayor about that and I think that would get us more in contact and add to what we’re doing.

Representative Burroughs said I would be more than happy to give you the Minority Leaders phone number if you want to write it down so you can call and see what bills may be coming up. I would caution you though when you see on the calendar where it says meeting on call of
Chairman, they have been using that at times not to give heads up as to what bills are coming forward and then do just as Mike stated they will do so we’re going to see what we can do about addressing that in the rules and make that an issue because it’s only fair the public has a chance to come in and voice their concerns. When we hear in committee that no one stood in opposition we have to question was there even an opportunity for the opposition so we will watch that. My phone number at the office, the Minority Leader, 785-296-7630 and it’s staffed. The Administrative Secretary’s name is Jan King. She will do whatever she can to get you the information and connect you with the resources you need to answer your questions.

Mayor Holland said I would make a pitch too. One of the things the commission can do to help further these issues is getting involved in the League of Kansas Municipalities and the Kansas Association of Counties. I’m sympathetic to everyone having a job and trying to serve the larger community but these issues continually are important to us and if there is a way that you can serve with the League of Kansas Municipalities or the Kansas Association of Counties that would be a big help. They are good advocacy groups and they do get information out so if that’s an interest to any of the Commissioners, let me know and I will get you plugged into that.

I want to thank everyone for tonight and I look forward to continuing the dialogue and I feel like we’re off to a great start. Good luck in Topeka.

MAYOR HOLLAND ADJOURNED
THE MEETING AT 6:36 P.M.

Bridgette Cobbins
Unified Government Clerk

December 18, 2014
The Unified Government Commission of Wyandotte County/Kansas City, Kansas, met in special session, Thursday, January 8, 2015, with ten members present: Vacant, Commissioner At-Large First District; Walker, Mayor Pro-Tem and Commissioner At-Large Second District; Townsend, Commissioner First District (arrived late); McKiernan, Commissioner Second District; Murguia, Commissioner Third District; Maddox, Commissioner Fourth District (left the meeting at 6:40 p.m.); Kane, Commissioner Fifth District; Markley, Commissioner Sixth District; Walters, Commissioner Seventh District; Philbrook, Commissioner Eighth District; and Holland, Mayor/CEO (arrived late). The following officials were also in attendance: Doug Bach, County Administrator; Jody Boeding, Chief Legal Counsel; Bridgette Cobbins, Unified Government Clerk; Joe Connor, Interim Asst. County Administrator; Gordon Criswell, Asst. County Administrator; Ken Moore, Deputy Chief Legal Counsel; Lindsey Behgam, Executive Coordinator to the Mayor; Donald Jones, Director of Facilities Management; Bill Jones, Director of Security; and Chief Ziegler and Randy Balliett, Sergeant-at-Arms.

MAYOR PRO-TEM WALKER called the meeting to order.

ROLL CALL: Murguia, Maddox, Kane, Markley, Walters, Philbrook, Walker, McKiernan.

NOTICE OF SPECIAL MEETING of the Unified Government of Wyandotte County/Kansas City, Kansas, to be held Thursday, January 8, 2015, at 5:00 p.m. in the 9th floor conference room of the Municipal Office Building for an executive session regarding 9th floor security measures. Immediately following will be a special session in the 5th floor conference room regarding the Casino Grant Fund.

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.
Commissioner Philbrook made a motion, seconded by Commissioner Markley, to go into executive session for 45 minutes regarding 9th floor security measures. Motion carried unanimously.

Mayor Holland reconvened into special session at 5:52 p.m.

Commissioner Markley made a motion, seconded by Commissioner Philbrook, to extend the executive session for five minutes. Motion carried unanimously.

Mayor Holland reconvened into special session at 5:57 p.m.

Commissioner Philbrook made a motion, seconded by Commissioner Murguia, to extend the executive session for five minutes. Motion carried unanimously.

Mayor Holland reconvened into special session at 6:08 p.m.

NOTICE OF SPECIAL MEETING of the Unified Government of Wyandotte County/Kansas City, Kansas, to be held Thursday, January 8, 2015, at 5:00 p.m. in the 5th floor conference room regarding the Casino Grant Fund.

ROLL CALL: Murguia, Maddox, Kane, Markley, Walters, Philbrook, Walker, Townsend, McKiernan, Holland.

Mayor Holland said tonight we have conversation about the Hollywood Casino Grant Fund recommendation report. There has been a committee that has been working on this. I believe Mr. Connor has been asked to present the committee’s recommendation.
Joe Connor, Interim Asst. County Administrator, said this is the proposed process and guidelines and other restrictions and allows for the 2015 Hollywood Casino Grant Funds that we administer.

As the Mayor mentioned, there was a committee that was designed which was Commissioners Murguia, McKiernan and Walters. We’ve been working on this now for the last few months.
The only major change that is being proposed tonight is the methodology by which each grant is reviewed. As you remember in the past there was a selection committee that was appointed and so that is proposed to change for this year and I will get into that here in a little bit.

At your places there is kind of a summary sheet of the different sections of the grant so I will hit each one of those as we go through.

The first one on Funding Priorities is recommended to stay the same. There is a statement there that talks about the importance of Healthy Communities especially in the active living and healthy eating categories. That is being proposed to remain the same as far as the scope of the grants that we’re going to be soliciting for this year.
The size and the term of the grant—There is one change and is that there is no maximum size that can be requested. Last year there was no floor but there was a ceiling of $50,000. The committee is recommending that there be no floor or no ceiling for any grant that can be requested.

This is the section where we’re talking about the most major change. Again, this is the replacement of the outside selection committee using the Board of Commissioners and individual commissioners as a selection committee. As you can see the individuals will serve as the selection committee but ultimately the Board of Commissioners needs to meet in a regular
meeting to approve what’s being recommended just like it has happened in the past. It has to go through a regular meeting and get approval. Individual commissioners are being asked to be the review committee itself.

I have listed a couple different options on that. We didn’t decide as a group what was the best way to go as far as getting the individual commissioners to assign. The first one is to use the committee of commissioners to kind of spearhead the list and get them assigned to the individual commissioners and insure that the grants are reviewed, all grants are reviewed.

The second would be is that we provide you with a list and you could sign up and figure out which ones you wanted to review but ultimately we would like to make sure that all grants get some kind of review. If none are signed up, I guess I would go back to the commissioner committee and basically say listen these are unassigned, can you please help us getting those assigned so we can get the review done.

Mr. Connor said I will stop right there for a second. Are there any comments or discussion on that part? Commissioner Philbrook said that’s pretty broad so to speak. When I say that I mean individual commissioners will serve as a selection committee, does that mean all commissioners or does that mean a select few, what does that mean? Mr. Connor said the way it was envisioned to me was that we have this list of grants and each commissioner would have an interest in one grant more than another so that commissioner will be assigned to review that grant and make a recommendation. Commissioner Philbrook said so in other words you know how willing we are to step forward to do the work. Mr. Connor said but also at the end you will be responsible for distributing a certain amount of money as well so that will tie into the review. Commissioner Philbrook said it’s twofold.

Commissioner Townsend said as I’m trying to read and understand this, like Commissioner Philbrook was asking, is it contemplated under either one of these two options that all of us as a commission body will review all of the grants that are submitted or will that be a separate option, not discussing one or two? Mr. Connor said that could be a third option. These are just things that I came up with in discussion with the commissioners, the committee. We didn’t decide. These are just things we talked about. It could be done a variety of ways.

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Commissioner Walker said I thought the process that was discussed the last time that I remember being present was that each commissioner will be given a tenth I guess because there are ten of us. Mayor Holland said eleven. Commissioner Walker said a 11th of the amount of money and that we would then recommend—some of the issues were that the grant funding did not reach all districts in a fair and equitable manner so the idea was that each commissioner then would put forward say it’s $50,000 and you have five grants you want to give out of $10,000 each. You would throw them into the mix assuming they meet the basic criteria and then at some meeting, if I’m looking right, in May we will either vote them all up or some of them up but it will take an action by the whole commission to approve all grants that are being given out. Mr. Connor said correct. Commissioner Walker said so if by some providential selection by a commissioner this group has some aspect to its operation that is contrary to the interest of the Unified Government we could as a commission veto that particular grant but otherwise it would be up to each individual commissioner to put forward his share of the overall funding. Is that correct? Mr. Connor said that’s correct and I think the other part of that is that with each commissioner having a set amount of money we need to work with the organizations to get their applications in, to work with them to get—if you have an interest in a particular area and get their grant application submitted. Commissioner Walker said each of the district commissioners clearly has a district to work in and so their groups are more well defined to them whereas I have the entire county as does the Mayor and so applications from theoretically anywhere in the county would be within my district I guess if you want to call it that. I wanted to make sure that it was a situation where ultimately if there is a bad choice for whatever reason that might be made that the commission as a whole can reject that particular allocation. I’m not saying it will happen, I’m just saying it could and that ultimately we will all be voting on each other’s recommendations. Mr. Connor said you will be voting on a slate and at that point you could pick and choose and if you have problems with those that will be the time to pull it.

Commissioner Philbrook said two things. I want a grading sheet so we’re all on the same level. You know what are we grading, how can we compare apples and oranges? I want to know how we’re going to point system this out instead of just looking at it superficially and go oh I like this group. I want us all to be on the same level so when we’re grading this when I say they got 75 points out of 100, that will mean something and you can actually see how they were graded. If
I’m going to have to support and let’s say somebody doesn’t like a particular group I’m backing, I don’t expect that but I’m just saying if that were to be, I would like to have a way of showing why I am backing them.

The other thing is beyond that. Just because I’m in District 8 doesn’t mean I have to pull somebody that has their 501(c)(3) in District 8. Is that correct? **Mr. Connor** said that’s correct. The only thing we’re putting in the grant as far as the description is that they serve Wyandotte County residents. **Commissioner Philbrook** said okay, I just want to make of that.

**Commissioner Kane** said first of all I want to thank the committee for what they did because I think this is a more balanced way to spread the money out across the entire community versus just a few. Secondly, for Commissioner Walker, Mayor Holland and it sounds like Commissioner Philbrook; you know the fairgrounds needs money so if you have extra, we’ll take it and then I think it’s important that—I don’t know about a grading system but I think each commissioner knows their district better than some of the other ones do so I would hope the ones that we would recommend the other commissioners would say well there is a lot of thought and a lot of effort in examples just like the fairgrounds. They don’t have a lot of money but I would sure like to see them get some because it is only going to take so much to build that trap line so they can start making money.

**Commissioner Walters** said I wanted to comment on a couple of things that has come up. When we talked about this and compared the current process to our proposed process we wanted to try to keep it as similar as possible and that the goals are the same and the application process is the same. I don’t know if you’re going to get to this later but we were thinking that the Greater Kansas City Foundation would also vet these applications like they do now so we know when we get an application, we are actually handed an application it has been vetted, we know it’s a legitimate 501(c)(3) and we know that the application is consistent with our rules and regulations. The second part of that previous process was that the committee sat down and graded all these things and then got together and made some recommendations. That goes away and instead the commissioners are going to receive these applications and they will decide based on their internally evaluation system which ones to evaluate. At one time we thought well okay we’ve got to figure out how to separate them so that all of District 7 applicants goes to me and
the District 8 applicants go there and then we soon realized there may be some very interesting and reasonable applicants who are not in my district that I want to fund. The plan is that once vetted each commissioner will receive all the applications and they can decide from the master list which ones they want to fund.

**Mayor Holland** said I have a question about this. If you divide $500,000 which is the amount of money, less $50,000 because would we not pay the Community Foundation something—**Mr. Connor** said we do but it’s only about $5,000. **Mayor Holland** said so it would leave, if you did that math, it would leave each and you divide it by eleven; it would leave $45,000 per. The question then is people know that we have this system and that everyone has about $45,000 to grant. For instance, if someone you talked to say I want to put in an application and it’s going to be $60,000, you would have to say I would have to come up with $15,000 more because I only have the authority—am I saying this right that I would only have the authority for $45,000? **Commissioner Markley** said you would have to lead him to one of us. **Mayor Holland** said we would have to be nice to a fellow commissioner and talk, it would have to be something we all would be willing to do, but I would say that we could also—here’s what I think might happen. I just want to vet this out. I don’t know if the committee anticipated this. If people know that Commissioner Kane has about $45,000 three or four different groups are going to pull him aside at different events and say I have this project and I want to apply for it, what do you think, and he would have to say you need to turn in an application. It’s due on this date and you turn it in at this time. I’m making this up so this is not on the record, I’m just using it as an example, he might know there is a group that has a really great $20,000 project that he feels pretty good about that if they put in an application and it checked out he would want to fund. He might tell the other groups you might put in an application for $25,000 or less because he anticipates there might be another group that he wants to fund. Do you anticipate that might be how it works out or do you anticipate people will come forward and make—even though we put size of grant there is no restriction, there sort of is. There is an informal restriction in terms of the $45,000 available for each person to recommend. I’m just asking the question. **Commissioner Walters** said I don’t think we saw it that way. I think we saw it that multiple commissioners might fund the same charity. **Commissioner Walker** said that we would team up. Two or more might say we both like this one. I didn’t expect every commissioner to have five different little 501 (c) (3)
that they gave money to. That would be 55 groups would get $5,000 a piece more or less. **Mayor Holland** said a commissioner could. If they had nine groups and they wanted to give $5,000 to each, they sure could.

**Commissioner McKiernan** said to follow-up on what Jim just said, I don’t know that I ever contemplated that we would ever verbalize to somebody well there are other people in the hopper. Our recommendation would be that you turn in the application that’s necessary to accomplish the project that you want to accomplish and not to limit it ahead of time in any way. It may not be fully funded but it should not be self-limited right out of the gate or at least that was my interpretation. **Commissioner Walker** said if they are asking you for $100,000 and they know you’ve only got $45,000, then they are pretty well assured that they’re not going to get $100,000. **Commissioner Walters** said the applications don’t go to the individual commissioners. They come to the Unified Government and we take it from there and if there is a group that wants $100,000, we have eleven people who have an opportunity to partially fund that. That’s the way I look at it.

**Commissioner Philbrook** said so a lot of these groups get multiple grants and funding and so they may ask for $100,000 because they know that’s what they need but they are probably out there asking for money from other people so we can’t assume that they expect all of us get together to take care of them. This is going to be very interesting. This is going to be fun.

**Commissioner Murguia** said I think another example of what you all are talking about might occur and I prefer this situation. Let’s say because the Mayor and Commissioner Walker which would be at-large and myself, the three of us have an interest in a project south of the river and so we buddy up on that and it’s a $100,000 project and we each only contribute $10,000 and that would only get them to $30,000. I think the good thing about this is that it forces these groups whether they are little or large to go out and leverage those dollars and bring additional dollars to the table from somewhere else. Separate from that I also think that once it’s out there and it’s very public that each of us only has $45,000, what I anticipate is the people looking for bigger grants aren’t going to waste their time with us. I think we’re going to get a lot of smaller mini grants and I just want to add something. Commissioner Barnes used to say a lot and bring up

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and I never really understood it when I first became a commissioner, but I have a much better understanding now, he used to say that he always felt that the northeast didn’t get a lot of grant money because they didn’t have a lot of capacity in the northeast. There weren’t a lot of 501 (c)(3) or organizations that were sophisticated enough to seek out those larger grants, that they didn’t necessarily have what it took. Well this small pot of money—and yet they have some great groups there doing some amazing things and we all know that and so with this pot of money the only partnership they would need to engage in is a partner with an established 501 (c)(3) and there are plenty of them here in the city which really does what Mike said which is create a small financial opportunity for those smaller fledgling groups that are doing really great things.

**Mayor Holland** asked do the bylaws specify. The conversation has been that each commissioner can allocate $45,000. Is that specified in here? **Mr. Connor** said it will be. I just haven’t gotten to it yet.

**Mr. Connor** said I will run through the rest of them real quick.

On the Eligible Organizations, again if you follow your sheet down, only 501(c)(3) in good standing and will be checked by the Greater Kansas City Community Foundation through their GuideStar and their process that they work with everyone on.
I did want to mention what is being proposed is that previously ineligible organizations would now be considered. The last bullets is language from our last year’s statement that they were excluded, purposely excluded. They can be included now according to the way this is being proposed.

The grant qualification and evaluation criteria is, again, we’ve talked about that a little bit but each individual commissioner will be responsible to make sure that every grant received is reviewed even if it’s not one of the ones you were interested in personally, that is going to be your task.

To your point, Commissioner Philbrook, about the recommendation form. We didn’t get to that level of detail. I have the one from last year we can use as a template. That was criteria that you guys set for the past two years. We did the first and remodified the second year and I would like to build off of that or reduce from that or whatever you want to do but that is something we can come up with. We have time for that. That will be forthcoming.
The other proposed recommendations are basically the same from last year. We’re looking for people to leverage additional funding, demonstrate alignment with our Strategic Plan and Healthy Community which is still out on our website, get collaboration going, minimize duplication, measurable outcomes, all the things that were included in the last two years’ worth of applications and requests for general operating support will be considered if funding is to be used to significantly expand the service of the organization. Those are kind of other principles that we’ve got included from last year.
The proposed timeline is we would like to make the application available February 9th. You can see the rest of the dates there and we would like to end this at the end of May by basically giving notifications to those who are going to receive the award. There is not a meeting date set on this particular proposal because we don’t have a calendar past April. At one of the meetings in May we would like to come back to the full commission to approve this slate. As soon as that’s approved we will go to the Community Foundation and they will take it like they have done in the last two years.

Getting into the numbers part of it we have a total of $494,900 to be available for grants this year. I was basing the original on ten but we’re already talking about eleven so I just wanted to point out that this money will be distributed in late May and we will have the eleven elected officials by that time. If you want to do the eleven, that will be $44,990.

Commissioner Markley said I was just thinking out loud—inaudible not speaking into a microphone.

Commissioner Maddox said I just wanted to say that I’m glad the commission as well as staff had the site to move in this direction. When it was first brought to us when I first got in office three years ago, it was something that I really thought was important because I often feel the same thing that Ann spoke about that Nathan Barnes would speak about the northeast sometimes
would get left out because of the smaller groups and so with this money we’re able to be able to pinpoint groups that we know need money in our districts. Commissioner Kane spoke to that as well so I’m glad that we made a move in this direction. I think we will see some things get done across our districts and I think what we thought that we couldn’t do with the $44,990 initially I think we are actually able to quantify that by helping various groups and people in our districts. I’m thankful for that.

**Commissioner Townsend** said I want to make sure I understand that even if it’s not Option 1 and 2 and listening to the earlier discussions about us maybe partnering with other commissioners because they like something coming from that district and there may be no applications that quote “come from my district” let’s say; wouldn’t that require every commissioner to look at every application to really know and appreciate what’s out there? **Mr. Connor** said I think that’s certainly your option to do so but, again, I think that the thought of the committee was that—we received probably around in the last couple of years between the high 30’s to low 40’s in applications total that were reviewed. If you are looking at eleven or ten people to review those, you are kind of spreading the workload a little bit. I don’t think it would preclude any individual commissioner from looking at all of them at any point and time. **Mayor Holland** said I would think the entire group would need to be submitted in a folder to the commissioners for all of us to review and then you can choose to read whichever ones you want. You would be encouraged to read all of them but all would be available to everyone.

**Commissioner Murguia** said just as a reminder, Joe, I think there is a little disconnect. Each commissioner originally was scheduled to get a list of all of the names of all the grants that we’re going to be submitted but, Mayor, your suggestion is fine too. You might as well just give all the commissioners every grant, let them read through them; I think that’s fine but you were going to have access to that anyway. You would get to see them. **Commissioner Townsend** said the reason I brought that up was because my earlier question it does not appear that Option 1 or Option 2 make allowance for that but listening to the discussion about maybe partnering with someone, how would I know what they have or how would they know what I have if everyone doesn’t have access to everything submitted.

The second thing was I prefer the process last year that precluded the larger 501(c)(3s) like the school district, the hospitals from having access to this money for the very reason that
Commissioner Murguia made reference to. This money should be available for those people who may not be as large and may not be as sophisticated as those entities are and I think it just depletes the opportunities for some of these smaller 501(c)(3)s to benefit. I really don’t like that particular change but I appreciate the work that the committee has done and I understand from what I’m hearing here that each of us could award depending on those figures anywhere between $44,000 and $49,000 to one, five; whatever we wanted to do. Is that correct? Commissioner Murguia said yes. Mr. Connor said I would just want to point out the push back I had with the committee wasn’t the number of grants that are going to be issued. The first year there were about 13. The second year there was 17. Under this scenario there could be dozens and from a staff perspective keeping track of all those, reading all the annual reports and reporting to you timely could be a nightmare for us. I guess I would ask that if you’re going to parcel out 2,000 at a time that is going to be tough for us to handle.

Commissioner Murguia said, Gayle, I hear your concern in the latter comment that you made about the bigger organizations. We talked about that and let me tell you why we left them in because one of the things back to Commissioner Barnes, like in memory of him today, but one of the concerns they had is if you have some good organizations that don’t have a 501(c)(3) in the northeast and so we were concerned. I’m going to make-up an example for you. Let’s say a good group of people that are doing amazing things in the northeast come forward and they want to buy, I’m going to make this up, a used truck for $5,000 because it is going to help them carry food from their community garden; one of the concerns was when small fledging groups like that do things like this, when they fall apart who is responsible for the truck, where does it go? We were worried about that so by forcing these smaller groups to partner with larger organizations like KUMC their family medicine does a lot of grassroots research stuff with local organizations. You can run it through their foundation and that way in the end they will be responsible for the accounting of that. Two things happen here. KUMC then works as a capacity builder with that neighborhood organization, it helps that group build capacity and it’s a safety net for public tax dollars that we know that truck is not going to end up in the hands of Joe Smith who lives at 7th & Barnett. We don’t want to see that happen so that was the logic. It wasn’t by any means, I think all of us agree, we would probably not be interested in some major research grant from the medical center. That’s my district and I would tell you I would not be interested in that. It’s more for them to work with the community to build capacity.


**Commissioner Townsend** said I can appreciate that. The other thought I have though is that would—as the requirement to become a 501(c)(3) may motivate these smaller groups to obtain that status and they learn how to do this on their own without having to partner with that because under the scenario that you just gave I don’t know if that would make those individuals--say in my district subject to the boards of those various other organizations. If we want to build self-help for these smaller ones, I think that might work against them in that regard but that is certainly an option.

**Commissioner Walker** said when we first talked about this I voiced a concern and actually it didn’t come around to the way we’re going to do this easily. When we had an outside independent review committee those were quality people. Maybe they did not live up to everyone’s expectations about how they graded or evaluated. I’m certain they had more of a process than in the end we’re going to have because if we get 50 applications, I’m not grading 50 applications and I’m going to tell you that right now. I don’t know how to grade them. I can look at them, I can read them, I’m sure they’re all going to put forward a great purpose and it’s subjective whether I’m going to be able to determine whether they can accomplish it. What I like is making sure that what we get for our money is some value. I don’t want to give $5,000 to a group and find out that $4,000 was spent on administrative costs and what this report here does not identify is the backend of the deal. We have some idea of what our money went for and what purposes it was spent for, what percentages I guess might be administrative at least in the larger groups and we don’t have this on the calendar that there is going to be an evaluation before this comes around again next year for distribution and we should have some—if I give $5,000 to a group and I find out that $4,500 was spent to pay an Executive Director’s salary or supplies and so forth, I personally do not want that. I want there to be some discernable benefit to the purpose or the people served other than to pay. I realize administration is part of it but the idea is to not have 90 cents on the dollar going to administration. We need to be able to evaluate it at the end and I realize that some people have to get paid but this should not be a funding mechanism for somebody to make a salary and that is what concerns me about the way we do it but I also see the benefit of reaching a smaller needy group needing clientele that we’re not reaching when we have the larger grants by the independent body. We’ll go along with this for a year, see how it works out, it may work out find and we may take another look at it next year.

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Doug Bach, County Administrator, said I believe Commissioner Walker really addressed the issue that I wanted to make clear and make sure that’s how I understood it was going to operate as well. These are frontend loaded grants, correct? Mr. Connor said correct. Mr. Bach said so the commissioners would go through and say fund these 30 grants and we issue out checks of $5,000 or—someone inaudible said 10. Mr. Bach said hopefully but if you issue them out, we’re going to write a check and if I put in I’m going to run a youth track program for $15,000 and someone elects to give me the money to go do that program, if I don’t do anything with it, that is where that ends and really there is no evaluation on the backside. We didn’t really have that this year but that has really been a theme of this governing body. I would say of all the money we expend of getting on staff to say we need to be more accountable in the way we track and administer those programs, and that’s what Commissioner Walker is alluding too, so that’s not really established with this program. We’re going to write the check and it’s going to be more of probably a monitoring by the commissioner that awarded it unless we develop something else but I don’t know how you would—Mr. Connor said we do have a six month kind of check in with the Community Foundation and they kind of let me know over the years if there is somebody out of compliance or not spending their money or making a request, but that doesn’t monitor everything at the level of detail that we’re talking about. Commissioner Walker said before we award, I don’t mean to interrupt Doug, but before we send out these notifications we need to have a decision made on what we’re going to require in reporting and how we’re going to evaluate in terms of results achieved. I don’t want to give money year after year to some group just because they have a good purpose and it sounds good if nobody is really getting any services out of it.

Mayor Holland said I want to say I expressed concern when this first came up and I expressed my preference. I think what the committee has come up with, if we’re going to do it this way, this is as good a model as we’ve had. My preference if I were making the decision is I would prefer to leave it with a third party evaluation committee for this reason. I think people will be surprised by the amount of political pressure that will be ramped up when it looks like we have $45,000 each to dole out to individual groups that there will be a lot of pressure given to us and I think the neutrality of the committee is less political. I think it’s cleaner when you have a third party, that we appointed frankly, we appoint the committee and we appoint confident, capable
people that did a great job. I think the committee did a great job. It was a hard job but I thought they did a great job. I think it removes and insulates the elected body in a way that’s valuable. My biggest concern about this is the potential for accusations about patronage, that we’re funding groups of friends or people that we like who are getting money. That’s a risk we take in doing it this way. I’ve raised the concern before, I’ve heard that folks want to continue in this path, I guess I’m willing to try it for a year to see how it works out but I want to put those concerns on the record because I think they’re real and I think we need to go in with our eyes wide open of what kind of impact this is going to have moving forward. I would prefer to continue the way we’ve been doing it. I think the grants have been solid, the organizations that have been funded have been good, the work that has been done has been good, I’m proud of the way we spent the money in the past and I would like to continue to do that. If we’re going to try this, I do agree we need an evaluative process at the end and if we can include that in this, I think that strengthens this argument. I just want to offer caution that there are risks involved in moving in this direction. Commissioner Walker said, Mayor, I agree with you and that’s what I said the last time. I think we’re all going to discover we’ve got friends we didn’t know we had.

Commissioner Townsend said the last time this was discussed I too favored the system that we were under. As I look at the dates where a lot of this activity will take place, I’m realizing that this will be the start of in earnest our budget season and to do a good in diligent on us reviewing these, that’s going to take a lot of time away from that process or to add to it. I think I would still be more comfortable with a third party person but if the majority votes to go for another way this time, I’m looking forward to reviewing that and that we have a threshold of success or evaluations of where the money went and certainly review the process next year.

Commissioner Walters said we did not talk about changing the review and monitoring process that we currently have in place or at least the committee did not. Are you thinking that there might be a way to strengthen that? Has that caused a problem so far in being able to track whether these entities actually followed through with what they proposed and what they were funded for? Mr. Connor said no, I think it’s just done retroactively. The grant year will end; we will get the final report after the years over when we go back and review. Year one by the way is on our website. All the final reports from year one of the grants are on our website.

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Commissioner Walters said so they will know they have to document. Mr. Connor said they do and there has been a handful that has checked in and said I need to change my line item or I need to do this or that and we’ve just handled that through the Community Foundation. All in all it has not been an issue with the grantees coming back to us and saying I’m not spending my money or I need to change my total focus or anything like that. We would bring that back to you. Commissioner Walters said I agree with Commissioner Walker. Once I distribute the money, if I can use that term, I really don’t want to have any further involvement at that point. I would like the process to play out that the organization receives the money, they do their tasks and they document back to us that they performed. I don’t particularly want to go check up on them. Mr. Connor said we’ve had a six month report and then a final report for a year’s grant. You can add to that or you can take away from that but that’s been our process in the past.

Mayor Holland said I hear tonight consensus from the commission to move down this path. I’ve heard a couple of reservations but by and large I’ve heard consensus to move down this path. I would ask Joe to draft a Request for Action, a voting item, formal policy that would be voted on by the commission at a future commission meeting in time for us to meet this timeline. If you would put together that, then we will have an opportunity for a formal motion and action, any final debate that we want to do at that time and we can put this in place in a near future commission meeting.

Commissioner Murguia said I just have one comment I want to address. I keep hearing over and over again that people are concerned about how the money is spent and the accountability and I appreciate that. I just want to let you know as someone that deals with this everyday a good grant, a well written grant will layout very clearly what they intend to do with the money and how they intend to measure their success and it will be their job to report that success or lack of success back to you. I don’t want those people—I think Commissioner Philbrook talked about a grading system and I know people were concerned—Commissioner Walker mentioned whose going to check on them; no. In the grant process it doesn’t work like that. Those people applying should be able to communicate all of that. If they can’t communicate that, they should not be getting a grant so hopefully that will make those people feel better that made those comments
MAYOR HOLLAND ADJOURNED
THE MEETING AT 6:55 P.M.

Bridgette Cobbins
Unified Government Clerk
The Unified Government Commission of Wyandotte County/Kansas City, Kansas, met in regular session Thursday, January 8, 2015, with ten members present: Vacant, Commissioner At-Large First District; Walker, Commissioner At-Large Second District; Townsend, Commissioner First District; McKiernan, Commissioner Second District; Murguia, Commissioner Third District; Maddox, Commissioner Fourth District; Kane, Commissioner Fifth District; Markley, Commissioner Sixth District; Walters, Commissioner Seventh District; Philbrook, Commissioner Eighth District, and Mayor Holland, Mayor/CEO, presiding. The following officials were also in attendance: Doug Bach, County Administrator; Jody Boeding, Chief Counsel; Bridgette Cobbins, Unified Government Clerk; Joe Connor; Interim Assistant County Administrator; Gordon Criswell, Assistant County Administrator; Ken Moore, Deputy Chief Counsel; Lew Levin, Chief Financial Officer; Debbie Jonscher, Finance; Mike Taylor, Public Relations, Rick Mikesic, Director of Accounting; Marlon Goff, Economic Development; Maureen Mahoney, Mayor’s Office; Jennifer Myers, Legal; Rob Richardson, Director of Urban Planning & Land Use; Byron Toy, Planner; Jamie Ferris, Planner; and Captain Randy Balliett, Sergeant-At-Arms.

MAYOR HOLLAND called the meeting to order.

ROLL CALL: Murguia, Maddox, Kane, Markley, Walters, Philbrook, Walker, Townsend, McKiernan, Holland.

INVOCATION was given by Reverend George Kemper, Ebenezer Ministries.

Mayor Holland stated we have two distinct parts of our meeting. The Planning and Zoning part will be handled first followed by the Regular Commission meeting.

Mayor Holland asked if there were any revisions to the agenda. Bridgette Cobbins, UG Clerk, stated a blue sheet has been distributed. Under Section 10, the Non-Planning Consent
Agenda, we have two new items. Item No. 6 is a plat for the Central Industrial Park. Item No. 7 is an appointment to the Housing Authority Board.

Ms. Cobbins asked if members of the Commission wished to disclose any contact with proponents or opponents on any item on the Planning & Zoning Agenda. There were none.

Mayor Holland asked does any member of the Commission or anyone in attendance tonight wish to set-aside any item on the Planning and Zoning Consent Agenda. If an item is not set aside, all items will be voted on in a single vote following the recommendation of the Planning Commission.

Action: Commissioner Kane made a motion, seconded by Commissioner Murguia, to approve the Consent Agenda. Roll call was taken and there were nine “Ayes,” Murguia, Maddox, Kane, Markley, Walters, Philbrook, Walker, Townsend, McKiernan.

PLANNING AND ZONING CONSENT AGENDA

CHANGE OF ZONE APPLICATIONS

ITEM NO. 1 – 050008…CHANGE OF ZONE PETITON #3080 – SARAH GIBSON

SYNOPSIS: Change of zone from A-G Agriculture District to C-1 Limited Business District for the continuation of a childcare facility (currently operating under Special Use Permit #SP-2005-5 – expires January 27, 2015) at 545 South 94th Street. Ms. Gibson, representing her company Mini Adventures, is seeking a change of zone in order to continue her childcare business in a more streamlined manner and without the use of a special use permit. The Planning Commission voted 8 to 0 to recommend approval of Change of Zone Application #3080 as a special use permit for ten years, subject to:

Urban Planning and Land Use Comments

1. In what way do you see the business changing or growing in the foreseeable future?

   Applicant Response: I am not expecting any changes/growth. We have been at our license capacity for the past 7 years.
2. How will you handle any increases in traffic (such as morning drop-off and evening pick up) that may impact your neighbor’s access to Kansas Avenue or 94th Street?
Applicant Response: Being at our license capacity, there will be no increase in traffic. Our clients drop-off and pick-up at different times, so we do not have the same traffic problems as a school would.

Public Works Comments
1. Items that require plan revision or additional documentation before engineering can recommend approval: None
2. Items that are conditions of approval (stipulations): None
3. Comments that are not critical to engineering’s recommendations for this specific submittal, but may be helpful in preparing future documents: None

Action: Commissioner Kane made a motion, seconded by Commissioner Murguia, to approve this item as a special use permit for ten years, subject to the stipulations. Roll call was taken and there were nine “Ayes,” Murguia, Maddox, Kane, Markley, Walters, Philbrook, Walker, Townsend, McKiernan.

ITEM NO. 2 – 140403…CHANGE OF ZONE PETITION #3081 – NORMAN SCHONEMAN WITH REECE AND NICHOLS REALTORS
SYNOPSIS: Change of zone from C-1 Limited Business District to R-1 Single Family District for a residence at 5430 State Avenue. Mr. Schoneman, representing his client Mr. Floyd Lindenman, is seeking a change of zone in order to continue use of the property as a private residence, which was its original use. The Planning Commission voted 8 to 0 to recommend approval of Change of Zone Application #3081.

Action: Commissioner Kane made a motion, seconded by Commissioner Murguia, to approve Change of Zone Petition Application #3081. Roll call was taken and there were nine “Ayes,” Murguia, Maddox, Kane, Markley, Walters, Philbrook, Walker, Townsend, McKiernan.
SPECIAL USE PERMIT APPLICATIONS

ITEM NO. 1 – 120170...SPECIAL USE PERMIT #SP-2014-70 – JHAMPI BISWA WITH KS BHUTANESE COMMUNITY FOUNDATION

SYNOPSIS: Renewal of a special use permit (#SP-2012-30) for a storage shed, community garden and gazebo at 323 South 14th Street. Bhola Siwakoti with the Kansas Bhutanese Community Foundation is requesting a renewal of a special use permit to allow a temporary storage shed for tools on a property that will be used for a community garden. The Planning Commission voted 8 to 0 to recommend approval of Special Use Permit Application #SP-2014-70, subject to:

Urban Planning and Land Use Comments
1. Through great communication with Catholic Charities, who assisted with the case, staff perceives no issues with this special use permit.
2. Any approval would be for five years.

Public Works Comments
No comments.

Action: Commissioner Kane made a motion, seconded by Commissioner Murguia, to approve Special Use Permit Application #SP-2014-70 for five years. Roll call was taken and there were nine “Ayes,” Murguia, Maddox, Kane, Markley, Walters, Philbrook, Walker, Townsend, McKiernan.

ITEM NO. 2 – 120276...SPECIAL USE PERMIT #SP-2014-76 – MELISSA CLARK WITH THE FAIRFAX INDUSTRIAL ASSOCIATION

SYNOPSIS: Renewal of a special use permit (#SP-2012-42) for a banner program in Fairfax. The applicant, Fairfax Industrial Association, Inc. is proposing to hang between 24 – 30 colorful banners throughout the Fairfax Industrial District. The banners are for promotional and aesthetic purposes. They will be displayed and subsequently replaced every two years to maintain an optimal appearance. The Planning Commission voted 8 to 0 to recommend approval of Special Use Permit Application #SP-2014-76, subject to:

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Urban Planning and Land Use Comments

Are the dimensions for the new banners that are going up in January different from the dimensions from the banners that were approved in the last permit?
Applicant Response: No, still the same dimensions.

Are the following comments from 2012 still accurate? If not, please update and notate the difference. If these prior comments still stand, and upon approval, staff will insist on the same stipulations from FIA rules below into this newer permit.
Applicant Response: Yes, this is still accurate.

1. Is there a membership fee?
   Applicant Response: Yes, there is a fee for membership in the Fairfax Industrial Association (FIA). FIA is leading the banner effort. Depending on the size of the company, fees range from $100 to $1,000. Membership is good for 12 months. Membership fees are set by the FIA Board in November or December of each year for the coming year.

2. How much does each banner cost? Is there a maximum each business may have?
   Applicant Response: Businesses can support the association and not have their business logo included on the banner for $250. To include a business logo on the banner, it costs $375. Prices were set by a vote of the FIA Board at our September meeting. Anyone can attend our board meetings.

At the September 2012 FIA Board meeting, the Board voted to restrict businesses to one banner initially. Additional banners may be purchased by the same business once it is determined that sufficient time has been allowed for businesses to purchase a banner. We are considering a 3 or 4 week window for the initial offering.

To make the banner program viable long term, the Fairfax Industrial Association (FIA) proposes to sell space on banners for corporate logos. This will make the program viable for the long term. The issue is that the banners are technically offsite advertising, thus the need for a special use permit. The program should be administered according to the following rules proposed by FIA:

   a. Be a member in good standing with the Fairfax Industrial Association, Inc.

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b. Must have a print-ready logo.
c. Must fill out an application.
d. FIA Board members will receive first choice on locations; then, locations are on a first come, first serve basis.
e. Sponsoring businesses will receive banner at the end of the 2-year cycle.

3. Staff recommends approval for five years.

Public Works Comments
No comments

Action: Commissioner Kane made a motion, seconded by Commissioner Murguia, to approve Special Use Permit Application #SP-2014-76 for five years, subject to the stipulations. Roll call was taken and there were nine “Ayes,” Murguia, Maddox, Kane, Markley, Walters, Philbrook, Walker, Townsend, McKiernan.

ITEM NO. 3 – 140404…SPECIAL USE PERMIT #SP-2014-77 – ANDREW FEIN

SYNOPSIS: Special use permit for a two-car detached garage at 102 South 64th Street. The applicant wants to use a two-car garage to store and work on personal automobiles. The Planning Commission voted 8 to 0 to recommend approval of Special Use Permit Application #SP-2014-77, subject to:

Urban Planning and Land Use Comments
1. Are there plans in the future to construct a home on the property?
   Applicant Response: We had thought about building at a later date, but were made to understand not enough acreage was purchased to build a septic system.
2. How long do you intend on using this garage to work on your personal automobiles?
   Applicant Response: We purchased the property and garage because we needed storage space. We do not plan to sell.
3. What days and hours do you propose working on your automobiles?
   Applicant Response: Both my brother and I have busy careers. I would hope we could find some time on Saturdays or Sundays during daylight hours.

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4. What types of automobiles will you be repairing or restoring?
   Applicant Response: We will be storing vintage Volkswagens and a Porsche.

5. Outside storage is not permitted. All storage must be within the garage.
   Applicant Response: Understood.

Public Works Comments
1. Items that require plan revision or additional documentation before engineering can recommend approval: None
2. Items that are conditions of approval (stipulations): None
3. Comments that are not critical to engineering’s recommendations for this specific submittal, but may be helpful in preparing future documents: None

Staff Conclusion
It is clear that the applicants will not turn this hobby into a commercial venture. Christopher and Andrew Fein want to work on their own personal automobiles and will not store any vehicles outside. Staff recommends approval of this petition subject to the following stipulations:
1. The special use permit shall be valid for two years.
2. Outside storage is not permitted. All storage or vehicles and equipment must be in the garage. Parking on the side street is not permitted, as not to block through traffic.

Action: Commissioner Kane made a motion, seconded by Commissioner Murguia, to approve Special Use Permit Application #SP-2014-77 for two years, subject to the stipulations. Roll call was taken and there were nine “Ayes,” Murguia, Maddox, Kane, Markley, Walters, Philbrook, Walker, Townsend, McKiernan.

ITEM NO. 4 – 090043…SPECIAL USE PERMIT #SP-2014-79 – TERESA HERNANDEZ
SYNOPSIS: Special use permit for a miniature horse at 840 Shawnee Road. The property in question is a single-family residence on the north side of Shawnee Road, surrounded by public right-of-way on three sides. The owner’s deed shows slightly over one acre, but county records indicate in excess of three acres. In addition to the residence, the property includes two small barns or sheds and a greenhouse. The owner has acquired two miniature horses, which are no

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larger than dogs; one stands 26.5” high and the other 32”. Petitioner states that the larger horse has been donated to a public service agency, but the smaller will remain. The miniature horse is kept in a fenced-in area north of the residence away from Shawnee Road. As this is not a “customary” pet such as a dog or cat, it can only be approved through a special use permit for the keeping of livestock on acreage between one and five acres. The Planning Commission voted 8 to 0 to recommend approval of Special Use Permit Application #SP-2014-79, subject to:

Urban Planning and Land Use Comments
1. In the previous special use permit there were staff concerns about the use of an electric fence around the enclosure for the horse. Electric fences are not allowed on residentially zoned properties. Is this still an issue?
   Applicant Response: There is no electrical fence in use.
2. Since the last permit was approved in 2009, have there been any negative changes to the enclosure/shed and surrounding pasture? If so, have these issues been addressed and maintained? Essentially, is the condition of the property still suitable for the horse?
   Applicant’s Response: No, there have not been any significant changes or damage. The enclosure is in good shape and we maintain the pasture in the immediate area of the horse. The horse is highly important to me, so I make sure the condition of the property reflects that.
3. The opinions of surrounding property owners should be critical here, particularly the owner to the north whose property adjoins the area where the horse is kept. Are there significant complaints with this neighbor and/or surrounding neighbors? If so, those must be taken into account and documented to staff for the consideration of the Planning Commission.
   Applicant’s Response: There have been no negative complaints about the horse, even when there were two on the property in the past. All of the neighbors, including the neighboring church love to see and experience the horse.
4. Based off the history of the case and applicant’s response, staff recommends approval for two years.

Public Works Comments
No comments

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Action: Commissioner Kane made a motion, seconded by Commissioner Murguia, to approve Special Use Permit Application #SP-2014-79 for two years, subject to the stipulations. Roll call was taken and there were nine “Ayes,” Murguia, Maddox, Kane, Markley, Walters, Philbrook, Walker, Townsend, McKiernan.

ITEM NO. 5 – 140406...SPECIAL USE PERMIT #SP-2014-82 – CHRISTOPHER FAUCETTE

SYNOPSIS: Special use permit for four to six chickens at 1817 South 94th Street. This property is 1.6 acres. The Planning Commission voted 8 to 0 to recommend approval of Special Use Permit Application #SP-2014-82, subject to:

Urban Planning and Land Use Comments
1. Subject to approval, this special use permit shall be valid for two years.
2. The four to six chickens shall be female hens. Roosters were not advertised as part of this permit, so they are not permitted.
3. How did you acquire the chickens?
   Applicant Response: I will be getting laying hens from my aunt and uncle in LaCygne, KS.
4. Are you planning on building a coop, if so, where? Please provide a diagram indicating the location of the property lines, residence and coop.
   Applicant Response: Yes, I am planning on building a coop. It will be located roughly 98’ – 105’ away from my residence. It will be a two-level coop measuring 5’ x 5’ square and 8’ tall. Attached will be a run area 10’ x 10’.
5. When and how often will you feed the chickens? Additionally, where will they obtain their feed?
   Applicant Response: I will be feeding every morning and evening; as well they will have scratch and feed available to them all day. They will have feeders to give them proper nutrients as well as scratch in their run area.
6. Where will you be storing the chicken feed?
   Applicant Response: Their feed will be stored in air tight containers in the storage bin, located on the diagram, as to keep rodents out of the stored feed. Also, there will be materials stored there for cleaning and refreshing the coop.

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7. How often will you clean the area where the chickens are pinned?
   Applicant Response: Cleaning of the pinned area and coop will be done once a week.
   Staff Response: Cleaning the pinned area once a week seems reasonable, however, if the smell become a nuisance to neighbors, cleaning the coop more than once per week is required.

Public Works Comments
1. Items that require plan revision or additional documentation before engineering can recommend approval: None
2. Items that are conditions of approval (stipulations): None
3. Comments that are not critical to engineering’s recommendations for this specific submittal, but may be helpful in preparing future documents: None

Action: Commissioner Kane made a motion, seconded by Commissioner Murguia, to approve Special Use Permit Application #SP-2014-82 for two years, subject to the stipulations. Roll call was taken and there were nine “Ayes,” Murguia, Maddox, Kane, Markley, Walters, Philbrook, Walker, Townsend, McKiernan.

ITEM NO. 6 – 140407...SPECIAL USE PERMIT #SP-2014-83 – 32 HIGHWAY LIQUORS, LLC
SYNOPSIS: Special use permit for a liquor store at 6832 Kaw Drive. The applicant, Hanif Lakhani, wants to operate a liquor store at 6832 Kaw Drive. The property was a liquor store in 2007; however, there has not been a valid business license since that time. The Planning Commission voted 8 to 0 to recommend approval of Special Use Permit Application #SP-2014-83, subject to:

Urban Planning and Land Use Comments:
1. Were you the owner/operator in 2007 prior to going out of business?
   Applicant Response: Mr. Lakhani was not the operator in 2007.
2. Why did you choose this particular location?
Applicant Response: Mr. Lakhani’s corporate offices are located in the same strip of businesses (6830 Kaw Drive) as this location, and he purchased the building earlier this year. Since Mr. Lakhani owns convenience stores and holds other liquor/CMB licenses, he thought a retail liquor store near his corporate headquarters would be ideal. Additionally, as the property owner, he believes that the past use of a liquor store fit well in this location and would like to continue the use.

3. What are your proposed hours of operation?
Applicant Response: The proposed hours of operation are Monday through Saturday, 9:00 AM to 11:00 PM and Sunday, 12:00 PM to 8:00 PM.
Additionally, I do believe a retail liquor store has been operated in the location since 2007. I was under the impression that it was operating until last year (2013) sometime. I will have to check with my client, but that was the impression I had of the space and previous use.

Public Works Comments:
1. Items that require plan revision or additional documentation before engineering can recommend approval: None
2. Items that are conditions of approval (stipulations): None
3. Comments that are not critical to engineering’s recommendations for this specific submittal, but may be helpful in preparing future documents: None

Staff Conclusion
In reviewing the Business License database, staff could not find a record of an operational liquor store since 2007. In 2013, there was a change of ownership, but not a business license renewal. This is the first special use permit application since the adoption of the liquor store ordinance. The proposed site is greater than 1,300 feet from a liquor store, church, school or park.

Because this site was formally a liquor store and the area is primarily industrial businesses, an initial two-year special use permit is appropriate.

If the applicant has any neighborhood issues, whether that is from law enforcement or adjacent property owners, staff will be made aware of these issues, which will make the renewal process more efficient.

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extremely difficult. Furthermore, if the terms of the special use permit are violated, this petition may be brought back before the Unified Government Board of Commissioners for revocation.

Action: Commissioner Kane made a motion, seconded by Commissioner Murguia, to approve Special Use Permit Application #SP-2014-83 for two years, subject to the stipulations. Roll call was taken and there were nine “Ayes,” Murguia, Maddox, Kane, Markley, Walters, Philbrook, Walker, Townsend, McKiernan.

VACATION APPLICATION
ITEM NO. 1 – 140408...VACATION APPLICATION #U/E-2014-7 – JEFF TAYLOR WITH KKR LEGENDS, LLC
SYNOPSIS: Vacation of utility easement at 10621 Parallel Parkway. Jeff Taylor, of KKR Legends, LLC is requesting to vacate 15 feet of a sanitary sewer easement in conjunction with retail development at the Legends at Village West. The Planning Commission voted 8 to 0 to recommend approval of Utility Easement Vacation Application #U/E-2014-7.

Action: Commissioner Kane made a motion, seconded by Commissioner Murguia, to approve Vacation Application #U-2014-7. Roll call was taken and there were nine “Ayes,” Murguia, Maddox, Kane, Markley, Walters, Philbrook, Walker, Townsend, McKiernan.

PLAN REVIEW APPLICATION
ITEM NO. 1 – 140409...PLAN REVIEW PETITON #PR-2014-31 – LINDA BORING WITH COMMUNITY AMERICA CREDIT UNION
SYNOPSIS: Preliminary and final plan review for a bank at 7714 State Avenue. The applicant, Lind Boring with Community American Credit Union, wants to build a 2,700 square foot bank at 7714 State Avenue. The Planning Commission voted 8 to 0 to recommend approval of Plan Review Application #PR-2014-31, subject to:
Urban Planning and Land Use Comments

1. Sec. 27-466(d)(1)e. Parking and other paved areas: Not less than six feet from any property line and not less than ten feet from any street right-of-way line.

2. A shared parking agreement will exist for the overall site. This shall include all out parcels.

3. Sec. 27-576(e)

   (1) Building materials must be durable, economically maintained, and of a quality that will retain its appearance over time, including but not limited to: natural or synthetic stone, brick, stucco, integrally colored, textured, or glazed concrete masonry units, high quality prestressed concrete systems, cementious siding (hardy board), or glass. The director may approve other high-quality materials.

      a. Building design should avoid large expanses of highly reflective surfaces and mirror glass exterior walls.

      b. Highly tinted glass or glass tinted in unnatural colors should be avoided.

   (2) Exterior building materials shall not include the following:

      a. Split shakes, rough sawn, or board and batten wood;

      b. Vinyl siding;

      c. Smooth-faced grey concrete block, painted or stained concrete block, tilt-up concrete panels;

      d. Field painted or prefinished corrugated metal siding;

      e. Standard single-tee or double-tee concrete systems; or

      f. EIFS at the ground level or comprising more than 15 percent of any facade.

   In addition to EIFS (stucco dryvit) comprising only 15 percent of a façade, metal paneling is treated the same way. Metal panels can be used as accents, but not as the primary building material on a façade.

4. Sec. 27-576(i) Drive-up and drive-through facilities, order stations, pick-up windows, bank teller windows, money machines, etc., shall be located on the side or rear of primary structures to minimize views from public streets. Drive-up and drive-through lanes should not be located between the front of the primary structure and the adjacent streets or sidewalks. Drive up facilities including drive lanes shall not be located within 150 feet of an existing residential structure; all means available should be taken to minimize the impact on adjacent residential structures.
5. Sec. 27-577(a)(5) - Landscaping shall exceed the typical code requirements by at least 75 percent.
   a. The district requirement is one tree per 7,000 square feet of site area. The property is .518 acres, so 6 trees are required per code.
   b. All deciduous trees shall be at least 2½" caliper when planted. All evergreens must be at least 6' in height when planted. All shrubs must be planted at a minimum of 5 gallons.
   c. Landscaping shall be irrigated.
6. Downspouts shall be internalized.
7. Utility connections (including transformer boxes) shall be screened with landscaping or an architecturally designed screen wall. All utilities mounted on the wall shall be painted to match the building. All rooftop mechanical equipment shall be screened from public view on all sides by a parapet. The Code states that rooftop mechanical units must be screened by a parapet. If that cannot be accomplished by a parapet, the combination of a parapet and architectural screen shall be used to enclose the units and screen them from public view.
8. Masonry columns shall wrap the entire metal column underneath the bank teller drive-through canopy.
9. Sec. 27-575(g)(3) All trash receptacles shall be enclosed with a screening wall or fence constructed of the same materials as the primary structure. The screen must be a minimum of six feet in height on all sides and designed with the gate facing away from streets or adjacent land uses. All screening materials must be well maintained at all times.
10. All lighting shall have 90 degree cutoff fixtures. Any lighting that is physically mounted to the building shall be decorative and have 90 degree cutoffs as not to cast light on adjacent properties and public right-of-way. Light shall not exceed one foot candle as measured from said property line. Wall pack lighting is not permitted.

Public Works Comments
1. Items that require plan revision or additional documentation before engineering can recommend approval: None
2. Items that are conditions of approval (stipulations): None
3. Comments that are not critical to engineering’s recommendations for this specific submittal, but may be helpful in preparing future documents: None
Action: Commissioner Kane made a motion, seconded by Commissioner Murguia, to approve Plan Review Petition Application #PR-2014-31, subject to the stipulations. Roll call was taken and there were nine “Ayes,” Murguia, Maddox, Kane, Markley, Walters, Philbrook, Walker, Townsend, McKiernan.

PLANNING AND ZONING NON-CONSENT AGENDA
No items of business.

REGULAR SESSION

MAYOR’S AGENDA
No items of business.

NON-PLANNING CONSENT AGENDA

Mayor Holland asked if there were any set-asides on the Non-Planning Consent Agenda. There were none.

Action: Commissioner Kane made a motion, seconded by Commissioner McKiernan, to approve the Consent Agenda. Roll call was taken and there were nine “Ayes,” Murguia, Maddox, Kane, Markley, Walters, Philbrook, Walker, Townsend, McKiernan.

ITEM NO. 1 – 140417...ADOPTION: 2015 STATE AND FEDERAL LEGISLATIVE PROGRAMS

SYNOPSIS: Request approval of the 2015 Unified Government State Legislative Program and Federal Legislative Program, submitted by Mike Taylor, Public Relations. The State and Federal Legislative Programs were presented to the commission and discussed during a special session held on December 18, 2014.

Action: Commissioner Kane made a motion, seconded by Commissioner McKiernan, to approve. Roll call was taken and there were nine “Ayes,” Murguia, Maddox, Kane, Markley, Walters, Philbrook, Walker, Townsend, McKiernan.

January 8, 2015
ITEM NO. 2 – 140419…. ORDINANCE: AMENDMENTS TO ANIMAL CODE

SYNOPSIS: An ordinance amending the animal code to increase the maximum number of animals, adopting Trap, Neuter and Release (TNR), along with other changes, submitted by Jenny Myers, Legal. The ordinance incorporates changes made from the November 17, 2014 Public Works and Safety Standing Committee and full commission meeting of December 4, 2014.

Action: Commissioner Kane made a motion, seconded by Commissioner McKiernan, to approve. Roll call was taken and there were nine “Ayes,” Murguia, Maddox, Kane, Markley, Walters, Philbrook, Walker, Townsend, McKiernan.

ITEM NO. 3 - MINUTES

SYNOPSIS: Minutes from regular sessions of November 6 and 20, and December 4, 2014.

Action: Commissioner Kane made a motion, seconded by Commissioner McKiernan, to approve. Roll call was taken and there were nine “Ayes,” Murguia, Maddox, Kane, Markley, Walters, Philbrook, Walker, Townsend, McKiernan.

ITEM NO. 4 - WEEKLY BUSINESS MATERIAL


Action: Commissioner Kane made a motion, seconded by Commissioner McKiernan, to receive and file. Roll call was taken and there were nine “Ayes,” Murguia, Maddox, Kane, Markley, Walters, Philbrook, Walker, Townsend, McKiernan.

ITEM NO. 5 – 150003...ORDINANCE: ISSUE IRBs FOR VILLAGE WEST APARTMENTS II

SYNOPSIS: An ordinance authorizing the issuance of $34M in IRBs in association with Phase 2 of the Village West Apartments Project being developed by NorthPoint Development, submitted by Marlon Goff, Economic Development. The site is adjacent to their current multifamily project at 110th St. and Delaware Parkway. A public hearing was conducted on February 20, 2014, and Resolution No. R-17-14 was adopted regarding the UG’s intent to issue the bonds.

January 8, 2015
Action: ORDINANCE NO. O-1-15, “An ordinance authorizing the issuance by the Unified Government of Wyandotte County/Kansas City, Kansas of not to exceed $34,000,000 aggregate principal amount of Taxable Industrial Revenue Bonds (Village West Apartments II, LLC Project), Series 2015, to provide funds to acquire, construct and equip a project for Village West Apartments II, LLC and authorizing and approving certain documents and actions in connection with the issuance of said bonds.” Commissioner Kane made a motion, seconded by Commissioner McKiernan, to approve the ordinance. Roll call was taken and there were nine “Ayes,” Murguia, Maddox, Kane, Markley, Walters, Philbrook, Walker, Townsend, McKiernan.

ITEM NO. 6 – 150008…PLAT: CENTRAL INDUSTRIAL PARK

Synopsis: Plat of Central Industrial Park located at Kindleberger Road and Fairfax Traffic Way and being developed by NorthPoint Development, submitted by Brent Thompson, County Surveyor, and William Heatherman, County Engineer.

Action: Commissioner Kane made a motion, seconded by Commissioner McKiernan, to approve and authorize Mayor to sign said plat. Roll call was taken and there were nine “Ayes,” Murguia, Maddox, Kane, Markley, Walters, Philbrook, Walker, Townsend, McKiernan.

ITEM NO. 7 – 970013…APPOINTMENT: BOARDS AND COMMISSIONS

SYNOPSIS: Appointment of Tyrone Garner to Housing Advisory Board, 1/8/15 to 5/30/17, submitted by Commissioner Townsend.

Action: Commissioner Kane made a motion, seconded by Commissioner McKiernan, to approve. Roll call was taken and there were nine “Ayes,” Murguia, Maddox, Kane, Markley, Walters, Philbrook Walker, Townsend, McKiernan.

PUBLIC HEARING AGENDA

No items of business.

January 8, 2015
ADMINISTRATOR’S AGENDA

ITEM NO. 1 – 150004... PRESENTATION: AWARD


Doug Bach, County Administrator, asked Rick Mikesic, our Director of Accounting, to step forward. It’s my pleasure at this time—I wanted to recognize Mr. Mikesic and the Accounting staff and really the entire Finance staff with our CFO Mr. Levin and Ms. Jonscher here as well. We’re receiving a presentation from GFOA or the Government Finance Officers Association for a Certificate of Achievement in Excellence for the completion of our Comprehensive Annual Financial Report which you all know of as our CAFR. You all know what a document this is to go through, and to receive this recognition from GFOA is quite an achievement so congratulations to Mr. Mikesic and his staff.

Rick Mikesic, Director of Accounting, stated thank you. I appreciate that very much. I’ll be very brief. Obviously an effort such as our annual report is quite overbearing and it takes a lot of work by a lot of people not only inside the Finance Department but outside the Finance Department as well with a lot of assistance from the various departments across the Unified Government. I would like to especially thank my staff because without the things that they do every day, day in and day out, and all the work that they do, what we put together in those reports at the end of the year won’t really have much value. I want to acknowledge them and everything they do and I accept the award on their behalf. Thank you.

Action: Presentation made.

STANDING COMMITTEES’ AGENDA

ITEM NO. 1 – 140427... RESOLUTION: OFFER BONDS FOR SALE

SYNOPSIS: A resolution authorizing the offering for sale of General Obligation Refunding Bonds, Series 2015-D ($21,155,000 with estimated savings of $1.6M) and Taxable General Obligation Refunding Bonds, Series 2015-E ($1,985,000 with estimated savings of $149,000), submitted by Lew Levin, Chief Financial Officer. This item was presented on January 5, 2015, to the Economic Development and Finance Standing Committee, co-chaired by Commissioner
Walker. It was requested, and approved by the Mayor, to fast track this item to the January 8, 2015 full commission meeting.

**Action:** RESOLUTION NO. R-1-15, “A resolution authorizing the offering for sale of General Obligation Refunding Bonds, Series 2015-D, and Taxable General Obligation Refunding Bonds, Series 2015-E of the Unified Government of Wyandotte County/Kansas City, Kansas.” **Commissioner McKiernan made a motion, seconded by Commissioner Kane, to adopt the resolution.** Roll call was taken and there were nine “Ayes,” Murguia, Maddox, Kane, Markley, Walters, Philbrook, Walker, Townsend, McKiernan.

**COMMISSIONERS’ AGENDA**

No items of business.

**LAND BANK BOARD OF TRUSTEES’ AGENDA**

No items of business.

**PUBLIC ANNOUNCEMENTS**

No items of business.

**MAYOR HOLLAND ADJOURNED**

THE MEETING AT 7:30 P.M.

January 8, 2015

______________________________
Bridgette D. Cobbins

**tk**

Unified Government Clerk

January 8, 2015
Memorandum

To: Doug Bach  
   County Administrator

From: Bridgette Cobbins  
   UG Clerk

Date: January 15, 2015

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.

tpl

Attachment
1. CONTRACT:

MEGA Industries Corporation, for Center City Traffic Signals – 7th Street Phase 1, Project No. 3320, $456,298.

Action: Approved by County Administrator and received and filed.

2. COMMUNICATION:

Bridgette Cobbins, UG Clerk, listing bids received on Jan. 14, 2014, for Project ID #1174 – Oak Grove Road 53rd – 55th.

Action: Received and filed. Copies previously forwarded to County Administrator, Legislative Auditor, Emma Scovil and Public Works.

3. COMMUNICATIONS:

Stacey Baalman, Solid Waste Permits Section, KDHE, to Jack McDonald, Environmental Management of KC, Inc., 861 S. 66th Terrace, granting permit renewal for solid waste processor, Permit No. 0861.

Stacey Baalman, Solid Waste Permits Section, KDHE, to Kevin White, Liquid Environmental Solutions of Kansas, Inc., 3349 Harvester Rd., granting permit renewal for solid waste processor, Permit No. 0869.

Action: Received and filed.

4. COMMUNICATION:

Alandon Tow, providing a list of vehicles that will be auctioned off on January 6, 2015.

Action: Received and filed.

5. COMMUNICATION:

Lew Levin, Chief Financial Officer, regarding warrant cancellations:

- 745813 8/13/2014 $146.63 162/County Election V #E2484/Joseph Forbes Past 45 day void
- 754927 12/19/2014 $228,542.57 790/Tax Collection Fund V #4684P/McPherson Co. Treasurer/ Wrong Amount
Action:  Received and filed.

6. PERSONNEL ACTION COMMUNICATION, DATED JANUARY 15, 2015:

Section I - Appointments

<table>
<thead>
<tr>
<th>Name</th>
<th>Department/Division</th>
<th>Eff. Date</th>
<th>Job Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Denise H. Gonzales Green</td>
<td>Comm Corr/Juvenile</td>
<td>1/15/15</td>
<td>ISO</td>
</tr>
<tr>
<td>Elida J. Rodriguez</td>
<td>Health</td>
<td>1/15/15</td>
<td>Admin Supt Asst</td>
</tr>
<tr>
<td>John D. Schmidt</td>
<td>Transportation</td>
<td>1/15/15</td>
<td>Transit Operator</td>
</tr>
</tbody>
</table>

Section V - Increases per Memorandum of Understanding

<table>
<thead>
<tr>
<th>Name</th>
<th>Department/Division</th>
<th>Eff. Date</th>
<th>Job Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Angela M. Garcia</td>
<td>Sheriff/Juvenile</td>
<td>1/3/15</td>
<td>Juv. Det Officer</td>
</tr>
<tr>
<td>Sarapheena A. Henry</td>
<td>Sheriff/Juvenile</td>
<td>1/3/15</td>
<td>Juv Det Officer</td>
</tr>
<tr>
<td>Cynthia A. Kampmeier</td>
<td>NRC/Rental</td>
<td>2/10/15</td>
<td>Fiscal Asst I</td>
</tr>
</tbody>
</table>

Section VIII - Other Requests

<table>
<thead>
<tr>
<th>Name</th>
<th>Department/Division</th>
<th>Action Requested and Explanation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stacey Guiheen</td>
<td>Police</td>
<td>Amend PAC 1/13/15 to reflect ACD code change effective 1/15/15</td>
</tr>
<tr>
<td>Sara Toms</td>
<td>Comm Corr</td>
<td>ACD code change effective 1/12/15</td>
</tr>
<tr>
<td>Tara Swan</td>
<td>Police</td>
<td>Amend PAC 1/15/15 to reflect ACD code change effective 1/15/15</td>
</tr>
</tbody>
</table>

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

7. CLAIM FOR DAMAGES:

Roger Roedel, 726 Hudson, Burlington, KS 66839 alleging police officers confiscated prescription medicine that was in a friend’s vehicle.

Action:  Received and filed. Copy previously forwarded to Legal.
8. **SUMMONS:**


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

9. **TRAVEL REQUESTS:**

Eric Bond, Tim Cottrell, Eron Carstensen, Chet Ennis and Christopher E. Handlin, Fire Department, travel to Indianapolis, IN, April 20 – 25, 2015, to attend FDIC International, Employee Training & Travel.

Eugene Bryan, Appraiser’s Office, travel to Salina, KS, August 12, 2014, to attend the KCAA board meeting, Employee Training/Travel.

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

10. **APPLICATIONS FOR CMB LICENSE (PKG):**

C & J Management Services, Inc./Joellen Watson DBA Sun Fresh, 2303 S. 47th St.
Mid-West Fuels, LLC/William Hutton DBA BP Quick Stop, 300 N. 78th St.
Walgreen Co./Shawna Akers DBA Walgreens #07550, 7739 State Ave.
Walgreen Co./Shawna Akers DBA Walgreens #10125, 2850 State Ave.

**Action:** Referred to License.

11. **APPLICATIONS FOR CMB LICENSE (OP):**

Fr. Anthony Ouellette/ Fr. Anthony Ouellette DBA All Saints Parish, 811 Vermont Ave.
Gary Wilson/Gary Wilson DBA Wilson’s Pizza & Grill, 1801 Quindaro
Maria Lopez/Paula Reyna DBA Las Gorditas #2, 844 Central Ave.
Maura De Anda/ Maura De Anda DBA Tacos El Matador, 1230 Merriam Ln.
Sabor Y Sol, Inc./Thomas Rehorn DBA Sabor Y Sol Mexican Restaurant, 542 Southwest Blvd.
Tierra Caliente, LLC/Yolanda Lozano DBA Tierra Caliente, 624 Kansas Ave.
Yolanda Helguera/Yolanda Helguera DBA El Camaroncito, 1022 Central Ave.

**Action:** Referred to License.

12. **APPLICATION FOR DRINKING ESTABLISHMENT:**

Joseph W. Taylor/Joseph W. Taylor DBA Silver Dollar, 6524 Kaw Dr.

**Action:** Referred to License.
13. APPLICATION FOR PRIVATE CLUB CLASS B:

Welborn Tavern, LLC/Vickie Lowe DBA Welborn Tavern, 5041 Welborn Ln.

**Action:** Referred to License.

14. APPLICATION FOR PRIVATE SECURITY BUSINESS:

Semper Securus/Richard Clauser DBA Signal 88 Security, 13753 S Walnut View Dr., Olathe, KS

**Action:** Referred to License.

15. APPLICATIONS FOR MASSAGE THERAPIST LICENSE:

Michael Major DB/with Blue River Massage, 1225 N. 78th #G
Tabitha Longmire DB/with Great Wolf Lodge, 10401 Cabela Dr.

**Action:** Referred to License.

16. CERTIFICATES OF INSURANCE:

ADB Companies, Inc./ADB Utility Contractor
American Boiler and Mechanical
Bordner Installation Group, Inc.
C & C Mechanical, LLC/Mike McMurray DBA
Capital Electric Line Builders, Inc.
Cates Service Company/Cates Heating & Air Conditioning Service Company
Centric Projects, LLC
Ray Cochran & Company, LLC
Command Protection Agency DBA Gallaton Thomas
Continental Siding Supply, Inc.
Copeland development & Construction Co., Inc.
Delta Innovative Services, Inc.
Faith Technologies, Inc.
J.E. Dunn Construction Company
KC Sign Express, Inc. & Steele Manufacturing Corp.
Kansas City Ultimate Security, Inc.
Ventura & Lorena Lobato
Meyer Companies, Inc./Meyer Brothers Building Co., Inc.
Spanall Communications, Inc.
The Waldinger Coporation - 2
Zephyr Ventilated Awning Company/Doug Lawrence

**Action:** Referred to License.
17. BUSINESS BONDS:

Awning Hanger’s Bond:
   Zephyr Ventilated Awning Company, Inc.

Electrical Contractor’s Bonds:
   M.C. Electric, Inc.
   Pro Circuit, Inc.
   Quality Electric of Douglas County

Mechanical/HVAC Contractor’s Bonds:
   Anthony Plumbing Heating and Cooling
   Cates Heating and A/C Service
   W & J Enterprises, LLC DBA Airtech Engineering

Miscellaneous Bond:
   Doug Harsh DBA B & D Contracting, LLC

Plumber’s Bonds:
   Anthony Plumbing Heating and Cooling
   Kris Tressin KMZC Plumbing, Inc.
   Gerald and Sarah Wheeler DBA GRT Plumbing

Sign Contractor’s Bonds:
   David Branson
   See-More Signs Mfg., Inc.

Action: Referred to License.

18. CONTINUATION OF CERTIFICATES:

Electric Contractor’s Bonds:
   Michael J. Mills
   T.D. Electric, LLC

Mechanical Contractor’s Bonds:
   Donaldson Mechanical
   VHC, Inc.

Miscellaneous Bonds:
   Romved, Inc. DBA Al-Ham Heating & Cooling
   Kasa Electric, LLC

Sign Hanger Contractor’s Bonds:
   Miller Sign Shoppe, LLC
   RLI Insurance Company

Action: Referred to License.
19. CANCELLATION NOTICES:

   Electrical Contractor’s Bond:
      Deane Electric, LLC

   License & Permit Compliance Bonds:
      Fred Roberts II, Inc. DBA Suburban Electric
      KCK Two, LLC

   Mechanical/HVAC Contractor’s Bonds:
      Airtech Engineering, Inc.
      Elliot HVAC Service & Repair, LLC

   Miscellaneous Bonds:
      All Climate Refrigeration, LLC
      Coale Electric, LLC DBA R & R Services

   Plumber’s Bonds:
      William Ladd DBA Ladd Plumbing
      Utilities Partners of America, LLC

   Sign Hanger’s Bond:
      St. Joe Sign Company, LLC

   **Action:** Referred to License.

20. BOND REINSTATEMENT:

   Miscellaneous Bond:
      Edwards - McDowell, Inc.

   **Action:** Referred to License.
Memorandum

To: Doug Bach  
County Administrator

From: Bridgette Cobbins  
UG Clerk

Date: January 22, 2015

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.

cm

Attachment
Weekly Business Material for January 22, 2015

1. AGREEMENT:

KDOT, Burns & McDonnell and the UG for Federal-Aid Construction project (1.033 miles of grading and surfacing on Southwest Boulevard, Iowa Street to Kansas State line), Project No. 105 N-0592-01, CMS Contract No. 017151045.

Action: Approved by County Administrator and received and filed.

2. COMMUNICATION:

Michael J. Stringer, District Engineer, KDOT, to Scott Corkill, Foley Company, 7501 E. Front St., Kansas City, MO, approving Highway Permit 1-15-031 to trench and lay pipe for drainage improvements on I-70 at RP 420.65 in Wyandotte County.

Action: Received and filed.

3. PUBLIC NOTICE:

All City Tow, 1015 S. Bethany, held a public auto auction on January 8, 2015 at 10:00 a.m.

Action: Received and filed.

4. COMMUNICATIONS:

Lew Levin, Chief Financial Officer, regarding warrant cancellations:

<table>
<thead>
<tr>
<th>WT. NO.</th>
<th>ISSUED</th>
<th>AMOUNT</th>
<th>FUND / VENDOR</th>
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<tbody>
<tr>
<td>752324</td>
<td>11/12/2014</td>
<td>$155.42</td>
<td>162/County Election</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>V #E0568</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>45 day expiration</td>
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<tr>
<td>752207</td>
<td>11/14/2014</td>
<td>$2,075.00</td>
<td>225/Community Development</td>
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<tr>
<td>752208</td>
<td>11/14/2014</td>
<td>$475.00</td>
<td>V #32434</td>
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<tr>
<td>753318</td>
<td>11/26/2014</td>
<td>$463.40</td>
<td>Warrant past 45 days</td>
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<tr>
<td>756194</td>
<td>1/9/2015</td>
<td>$459.29</td>
<td>750/ Payroll Clearing Deduct Fund</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>V #PA184</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Garnishment Cancelled</td>
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<tr>
<td>755441</td>
<td>12/26/2014</td>
<td>$2,301.47</td>
<td>790/Tax Collection Fund</td>
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<td></td>
<td></td>
<td></td>
<td>V #4690P</td>
</tr>
<tr>
<td></td>
<td></td>
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<td>Issued in error</td>
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Action: Received and filed.
### Section I - Appointment

<table>
<thead>
<tr>
<th>Name</th>
<th>Department/Division</th>
<th>Eff. Date</th>
<th>Job Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Peter C. Williams</td>
<td>PW/WPC</td>
<td>1/15/15</td>
<td>Engineering Specialist</td>
</tr>
</tbody>
</table>

### Section II - Transfers

<table>
<thead>
<tr>
<th>Name</th>
<th>Department/Division</th>
<th>Eff. Date</th>
<th>Former Job Title</th>
<th>New Job Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jesse G. Castro Jr.</td>
<td>NRC/Code</td>
<td>1/15/15</td>
<td>Inspector I</td>
<td>Enforcement Specialist</td>
</tr>
<tr>
<td>William L. Howard Jr.</td>
<td>KCKPD</td>
<td>1/8/15</td>
<td>Police Captain</td>
<td>Police Major</td>
</tr>
<tr>
<td>Rodney E. Smith</td>
<td>KCKPD</td>
<td>1/8/15</td>
<td>Police Captain</td>
<td>Police Major</td>
</tr>
<tr>
<td>Michael S. Vivian</td>
<td>KCKPD</td>
<td>1/8/15</td>
<td>Detective</td>
<td>Police Captain</td>
</tr>
</tbody>
</table>

### Section III - Separations

<table>
<thead>
<tr>
<th>Name</th>
<th>Department/Division</th>
<th>Eff. Date</th>
<th>Job Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mindy S. Baringer</td>
<td>Comm Corr</td>
<td>1/7/15</td>
<td>ISO</td>
</tr>
<tr>
<td>Zlata Kovacevic</td>
<td>PW/B&amp;L</td>
<td>1/16/15</td>
<td>Caretaker</td>
</tr>
<tr>
<td>Tung T. Nguyen</td>
<td>PW/B&amp;L</td>
<td>1/16/17</td>
<td>Skilled Tradesperson</td>
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</table>

### Section V - Increases per Memorandum of Understanding

<table>
<thead>
<tr>
<th>Name</th>
<th>Department/Division</th>
<th>Eff. Date</th>
<th>Job Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lisa D. Bailey-Carr</td>
<td>Police/Public Safety</td>
<td>2/22/15</td>
<td>Public Safety Dispatcher</td>
</tr>
<tr>
<td>Evelyn J. Burdette</td>
<td>Police/Investigations</td>
<td>2/14/15</td>
<td>Office Asst III</td>
</tr>
<tr>
<td>Vannessa D. Carvin</td>
<td>Police/Teleserve</td>
<td>2/17/15</td>
<td>Prog. Tech I</td>
</tr>
<tr>
<td>Laura D. Cromwell</td>
<td>Police/Investigations</td>
<td>2/14/15</td>
<td>Office Asst III</td>
</tr>
<tr>
<td>LaQuita M. Jones</td>
<td>Police/Admin</td>
<td>2/28/15</td>
<td>Admin Supt Specialist</td>
</tr>
<tr>
<td>Sasche M. Robinson</td>
<td>Police/Public Safety</td>
<td>2/20/15</td>
<td>Public Safety Dispatcher</td>
</tr>
<tr>
<td>Jim E. Wendt</td>
<td>Police/Animal Control</td>
<td>2/22/15</td>
<td>Animal Control Ofcr</td>
</tr>
</tbody>
</table>

### Section VIII - Other Requests

<table>
<thead>
<tr>
<th>Name</th>
<th>Department/Division</th>
<th>Action Requested and Explanation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Victoria Meyer</td>
<td>Legal</td>
<td>Amend PAC1/13/15 to reflect ACD code change effective 1/1/15</td>
</tr>
<tr>
<td>Elida J. Saenz</td>
<td>Health</td>
<td>Amend PAC 1/15/15 to reflect name change from Rodriguez to Saenz effective 1/15/15</td>
</tr>
<tr>
<td>Kimberly L. Spearman</td>
<td>Health</td>
<td>Amend PAC 1/6/15 to reflect correction in vacation time effective 12/26/14</td>
</tr>
<tr>
<td>Margaret Thomas</td>
<td>Legal</td>
<td>Amend PAC 1/13/15 to reflect ACD code change effective 1/1/15</td>
</tr>
</tbody>
</table>

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

### Section V - Increases per Memorandum of Understanding

<table>
<thead>
<tr>
<th>Name</th>
<th>Department/Division</th>
<th>Eff. Date</th>
<th>Job Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Derick W Enloe</td>
<td>Sheriff/Detention</td>
<td>2/1/15</td>
<td>Deputy</td>
</tr>
<tr>
<td>Michael D. Sullivan-Owens</td>
<td>Sheriff/Detention</td>
<td>2/7/15</td>
<td>Deputy</td>
</tr>
</tbody>
</table>
Elida J. Rodriguez  Health/WIC  Amend PAC 1/20 to reflect name change to Elida J. Saenz-Rodriguez effective 1/15/15.

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

7. CLAIMS FOR DAMAGES:

Eric Castel, 3303 N. 55th St., alleging mailbox was destroyed by demolition and construction during the 55th Street - Leavenworth Road to Dickinson Road project.

Devin K. Smith, 2636 Delavan, alleging bodily injuries from a fallen street sign.

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

8. NOTICE OF CLAIM PURSUANT TO THE KANSAS TORT CLAIM ACT:

Ciara McKinnis, Caprice McKinnis, Craig McKinnis, Jr., B.M., a minor child, and Angela Reynolds (Administrator of the Estate of Craig McKinnis) through attorney R. Bruce Kips, BMO Harris Bank Building, 6333 Long, Suite 380, Shawnee, KS

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

9. TRAVEL REQUESTS:

Terry Broadus, Sheriff/Juvenile and Tracy McCullough, Sheriff/Detention, travel to New Orleans, LA, April 10 – 15, 2015, to attend the NCCHC Conference, JDFF and SCAAP, respectively.

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

December 22, 2014
Memorandum

To:         Doug Bach
            County Administrator

From:       Bridgette Cobbins
            UG Clerk

Date:       January 29, 2015

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.

tpl

Attachment
Weekly Business Material for January 29, 2015

1. **COMMUNICATION:**

   Bridgette Cobbins, UG Clerk, listing bids received on Jan. 28, 2015, for Project ID #1174 – Oak Grove Road 53rd – 55th.

   **Action:** Received and filed. Copies previously forwarded to County Administrator, Emma Scovil, Legislative Auditor and Building and Logistics.

2. **COMMUNICATIONS:**

   Mr. Clement Helmstetter, Level 3 Communications/TW Telecom of Kansas City, LLC, 10801 Mastin Street, Suite 450, Overland Park, KS, from Charlotte (Angel) Fitzgerald, District Office Coordinator, KDOT, granting permission to install innerducted fiber optic cable crossing and bury fiber optic cable on I-35 at Roe Lane, RP: 232.8 in Wyandotte County, Highway Permit 1-15-043.

   Mr. Clement Helmstetter, Level 3 Communications/TW Telecom of Kansas City, LLC, 10801 Mastin Street, Suite 450, Overland Park, KS, from Charlotte (Angel) Fitzgerald, District Office Coordinator, KDOT, granting permission to install innerducted fiber optic cable crossing and bury fiber optic cable on US-69 at Merriam Lane, RP: 153.5 in Wyandotte County, Highway Permit 1-15-044.

   Mr. Clement Helmstetter, Level 3 Communications/TW Telecom of Kansas City, LLC, 10801 Mastin Street, Suite 450, Overland Park, KS, from Charlotte (Angel) Fitzgerald, District Office Coordinator, KDOT, granting permission to install innerducted fiber optic cable crossing and bury fiber optic cable on I-35 at Lamar Avenue, RP: 231.9 in Wyandotte County, Highway Permit 1-15-045.


   **Action:** Received and filed.

3. **COMMUNICATION:**

   Rick Mikesic, Manager of Accounting, regarding cash transfer memorandum July 2014

<table>
<thead>
<tr>
<th>FUND FROM</th>
<th>FUND TO</th>
<th>PURPOSE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>City General</td>
<td>EMS</td>
<td>Reclass Tax Revenue</td>
<td>183.38</td>
</tr>
<tr>
<td>City General</td>
<td>Sales Tax</td>
<td>^</td>
<td>275.08</td>
</tr>
<tr>
<td>County General</td>
<td>Non-debt Internal</td>
<td>^</td>
<td>1,921.27</td>
</tr>
<tr>
<td></td>
<td>Impr</td>
<td>^</td>
<td></td>
</tr>
<tr>
<td>County General</td>
<td>Prescott Plaza</td>
<td>^</td>
<td>5,445.99</td>
</tr>
<tr>
<td>County General</td>
<td>Tax Collection</td>
<td>^</td>
<td>6,469.58</td>
</tr>
<tr>
<td>Tax Collection</td>
<td>County General</td>
<td>^</td>
<td>6,489.30</td>
</tr>
<tr>
<td>City General</td>
<td>Non-debt Internal</td>
<td>^</td>
<td>13,724.73</td>
</tr>
</tbody>
</table>
County General Improv. Internal ^ 21,978.57
City General Prescott Plaza ^ 46,224.70
County General Sp Grants Reclass Expense ^ 41.94
Sewer System Health Dept ^ 54.80
County General Special Grants ^ 129.46
Non-Debt Int Improvement City General ^ 202.92
Health Dept Health Dept Grants ^ 269.15
Non-Debt Int Improvement City General ^ 528.73
County General Special Grants ^ 575.75
County General Metro Av TIF ^ 676.81
City General Metro Av TIF ^ 5,011.53
Non-Debt Int Improvement Sewer System ^ 6,560.99
City General Internal ^ 8,308.50
Health Dept Grants Health Dept ^ 10,371.97
Sp Dev Disabilities Grants WDDS ^ 17,381.42
Various Agencies City General ^ 33,317.65
Health Dept Grants Health Dept ^ 39,328.75
Various Agencies Employee Hosp July Retiree Health Insurance 56,330.19
City General County General Police April Jail Expense 100,327.50
State Revolving Loan Sewer System IOCP Basin Study 131,154.50
Various Agencies Health Insurance 3rd Qtr 2014 Health Insurance 162,500.00
City General Internal Plaza Speedway 185,692.46
Various Agencies Parks & Rec 3rd Qtr Budget Transfer 1,400,000.00

**TOTAL** 2,261,477.62

**Action:** Received and filed.

4. **COMMUNICATION:**

Rick Mikesic, Manager of Accounting, regarding cash transfer memorandum August 2014

<table>
<thead>
<tr>
<th>FUND FROM</th>
<th>FUND TO</th>
<th>PURPOSE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>County General</td>
<td>City General</td>
<td>Reclass Revenue</td>
<td>57.28</td>
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<tr>
<td>County General</td>
<td>Tax Collection</td>
<td>Reclass Tax Revenue</td>
<td>227.35</td>
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<tr>
<td>County General</td>
<td>Non-Debt Int. Improv.</td>
<td>^</td>
<td>4,785.77</td>
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<tr>
<td>County General</td>
<td>Tax Collection</td>
<td>^</td>
<td>4,990.32</td>
</tr>
<tr>
<td>County General</td>
<td>Prescott Plaza TIF</td>
<td>^</td>
<td>5,204.81</td>
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<tr>
<td>City General</td>
<td>Metro Avenue TIF</td>
<td>^</td>
<td>5,955.87</td>
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<tr>
<td>City General</td>
<td>Non-Debt Int. Improv.</td>
<td>^</td>
<td>16,506.23</td>
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<tr>
<td>City General</td>
<td>Prescott Plaza TIF</td>
<td>^</td>
<td>42,675.45</td>
</tr>
<tr>
<td>Tourism &amp; Convention</td>
<td>Non-Debt Int. Improv.</td>
<td>^</td>
<td>49,550.40</td>
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<tr>
<td>City General</td>
<td>Various Agencies</td>
<td>06/14 Interest Distribution</td>
<td>129,670.40</td>
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<tr>
<td>Non-Debt Internal Improv.</td>
<td>City General</td>
<td>Reclass Expense</td>
<td>158.76</td>
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<tr>
<td>Health Dept</td>
<td>City General</td>
<td>Reclass Expense</td>
<td>500.00</td>
</tr>
<tr>
<td>Country Gene</td>
<td>Metro TIF</td>
<td>^</td>
<td>832.86</td>
</tr>
<tr>
<td>Special Alcohol</td>
<td>Special Grants</td>
<td>^</td>
<td>2,990.00</td>
</tr>
<tr>
<td>Sp. Grants</td>
<td>City General</td>
<td>^</td>
<td>3,674.81</td>
</tr>
</tbody>
</table>
Health Dept Grants 6,790.41
County General Internal Improvement Plaza Speedway TIF 23,674.42
Bond Interest Fund Internal Improvement CMIP 7868 40,895.05
Health Dept Grants Health Dept Lab Testing Fee & Supplies 63,285.05
City General County General May Police Jail Expense 107,187.50
City General Internal Improvement Plaza Speedway TIF 193,253.38
Various Agencies City General July Fuel 32,322.77
Various Agencies City General 1st & 2nd Qtr Bank Fees 291,471.48

TOTAL 1,026,660.35

Action: Received and filed.

5. COMMUNICATION:

Lew Levin, Chief Financial Officer, regarding warrant cancellation:

757571 1/30/2015 $1,529.00 160/County General Fund V #12566
Wrong Vendor

Action: Received and filed.

6. PERSONNEL ACTION COMMUNICATION, DATED JANUARY 27, 2015:

Section II - Transfers

<table>
<thead>
<tr>
<th>Name</th>
<th>Department/Division</th>
<th>Eff. Date</th>
<th>Former Job Title</th>
<th>New Job Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tyrone A. Garner</td>
<td>KCKPD/Operations</td>
<td>1/8/15</td>
<td>Police Major</td>
<td>Police Deputy Chief</td>
</tr>
<tr>
<td>Kevin M. Steele</td>
<td>KCKPD/Services</td>
<td>1/8/15</td>
<td>Asst Police Chief</td>
<td>Police Deputy Chief</td>
</tr>
<tr>
<td>Solomon D. Young II</td>
<td>KCKPD/Operations</td>
<td>1/8/15</td>
<td>Police Captain</td>
<td>Police Major</td>
</tr>
</tbody>
</table>

Section III - Separations

<table>
<thead>
<tr>
<th>Name</th>
<th>Department/Division</th>
<th>Eff. Date</th>
<th>Job Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kristen L. Bunting</td>
<td>Health</td>
<td>1/23/15</td>
<td>Disease Intervention Specialist</td>
</tr>
<tr>
<td>Jon-Paul Lavigne</td>
<td>Sheriff/Detention</td>
<td>1/9/15</td>
<td>Deputy</td>
</tr>
<tr>
<td>Deanne L. Layton</td>
<td>Election Office</td>
<td>1/15/15</td>
<td>Temp Election Worker</td>
</tr>
<tr>
<td>Melody J. Sunday</td>
<td>CDDO</td>
<td>1/28/15</td>
<td>Program Coordinator</td>
</tr>
</tbody>
</table>
Section V - Increase per Memorandum of Understanding

<table>
<thead>
<tr>
<th>Name</th>
<th>Department/Division</th>
<th>Eff. Date</th>
<th>Job Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Derrick E. Weaver</td>
<td>PW/Street</td>
<td>12/19/14</td>
<td>General Laborer</td>
</tr>
</tbody>
</table>

Section VII - Reclassifications

<table>
<thead>
<tr>
<th>Name</th>
<th>Department/Division</th>
<th>Eff. Date</th>
<th>Former Job Title</th>
<th>New Job Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vacant</td>
<td>KCKPD/Operations</td>
<td>1/8/15</td>
<td>Asst. Police Chief</td>
<td>Police Deputy Chief</td>
</tr>
<tr>
<td>Vacant</td>
<td>KCKPD/Operations</td>
<td>1/8/15</td>
<td>Asst. Police Chief</td>
<td>Police Major</td>
</tr>
<tr>
<td>Vacant</td>
<td>KCKPD/Services</td>
<td>1/8/15</td>
<td>Asst. Police Chief</td>
<td>Police Deputy Chief</td>
</tr>
</tbody>
</table>

Section VIII - Other Requests

<table>
<thead>
<tr>
<th>Name</th>
<th>Department/Division</th>
<th>Action Requested and Explanation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Betty Ewell</td>
<td>Area Agency on Aging</td>
<td>ACD code change effective 1/15/15</td>
</tr>
<tr>
<td>Emma Fonseca</td>
<td>Area Agency on Aging</td>
<td>ACD code change effective 1/15/15</td>
</tr>
<tr>
<td>Rik Van Dyke</td>
<td>Area Agency on Aging</td>
<td>ACD code change effective 1/15/15</td>
</tr>
<tr>
<td>Jacqueline Watts</td>
<td>Area Agency on Aging</td>
<td>ACD code change effective 1/15/15</td>
</tr>
<tr>
<td>Jance L. Williams</td>
<td>Area Agency on Aging</td>
<td>ACD code change effective 1/15/15</td>
</tr>
</tbody>
</table>

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

7. PERSONNEL ACTION COMMUNICATION, DATED JANUARY 29, 2015:

Section I - Appointment

<table>
<thead>
<tr>
<th>Name</th>
<th>Department/Division</th>
<th>Eff. Date</th>
<th>Job Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shayla M Cunningham</td>
<td>Sheriff/Admin</td>
<td>1/29/15</td>
<td>Clerk</td>
</tr>
</tbody>
</table>

Section III - Separation

<table>
<thead>
<tr>
<th>Name</th>
<th>Department/Division</th>
<th>Eff. Date</th>
<th>Job Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Morgan D. Bell</td>
<td>Health/PHS</td>
<td>2/4/15</td>
<td>Program Coordinator</td>
</tr>
</tbody>
</table>
Section IV - Leave of Absence

<table>
<thead>
<tr>
<th>Name</th>
<th>Department/Division</th>
<th>Lv. Beg</th>
<th>Lv. Ends</th>
</tr>
</thead>
<tbody>
<tr>
<td>Broderick T. Henderson</td>
<td>PW/Parking Control</td>
<td>1/22/15</td>
<td>2/22/15</td>
</tr>
</tbody>
</table>

Section VIII - Other Requests

<table>
<thead>
<tr>
<th>Name</th>
<th>Department/Division</th>
<th>Action Requested and Explanation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bridget E. Doty</td>
<td>Agency on Aging</td>
<td>Amend PAC 1/27/14 to reflect name change from I to Bridget E. Doty</td>
</tr>
<tr>
<td>Anthony A. McDaniel</td>
<td>PW/Parking Control</td>
<td>Out of class pay effective 1/19/15</td>
</tr>
</tbody>
</table>

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

8. TRAVEL REQUESTS:

Glenn Carter, COPPS School Resource Officer, travel to Stillwater, OK, March 15 – 20, 2015, to attend NASRO Basic SRO Course, Chief’s Office.

Bridgette D. Cobbins, Department of Administration/Clerk, travel to Lawrence, KS, January 29, 2015, to attend the County Clerk’s Association Committee Meeting, Employee Training/Travel.

Donald Paul Jones III, Public Health/Healthy Communities/Safe Communities, travel to Chicago, IL, April 14 – 18, 2015, to attend Annual Lifesavers National Conference, Employee Training/Travel.

Tifani Portley Lott, Clerk Administration, travel to Overland Park, KS, January 15, 2015, to attend Communication Skills for Women, Employee Training/Travel.

Momodue Njie, Sheriff’s/Juvenile, travel to Charlotte, NC, April 18 – 23, 2015, to attend American Jail Association Spring Conference, JDFF.

Jeremy Rogers, Parks and Recreation, travel to Topeka, KS, January 27 – 30, 2015, to attend KRPA Conference, NA.

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

9. APPLICATIONS FOR CMB LICENSE (OP):

La Hacienda El Camino Real, LLC/Ruben Martinez DBA El Camino Real, 903 N. 7th St.
La Hacienda El Camino Real, LLC/Ruben Martinez DBA El Camino Real, 1147 Argentine Blvd.

Action: Referred to License.
10. APPLICATION FOR DRINKING ESTABLISHMENT:

   Topp’d Pizza, Inc./Merle Parks DBA Topp’d Pizza, 3934 Rainbow Blvd.

   Action: Referred to License.

11. APPLICATIONS FOR PRECIOUS METAL DEALER’S LICENSE:

   American Collateral Lenders, Inc./Frank Aguilar DBA American Collateral Lenders, 721 State Ave.
   Jung Hee Park and Soo Han Park/Jung Hee Park DBA Jung Hee Park & Soo Han Park, 7700 State Ave.

   Action: Referred to License.

12. APPLICATIONS FOR PRIVATE SECURITY BUSINESS:

   Allied Barton Security Services, LLC/Dana McBee DBA Allied-Barton Security Services, 10955 Lowell Ave., Overland Park, KS
   Crowd Systems, Inc./Sara Kincaid DBA Crowd Systems, 4050 Pennsylvania #111, Kansas City, MO
   NPB Companies, Inc./National Registered Agents, Inc. of Kansas DBA NPB Companies, 77 S. 7th St.
   Remote Risk Management, LLC/In Corp Services, Inc. DBA Remote Risk Management, 127 W. Kelly, Metuchen, NJ

   Action: Referred to License.

13. CERTIFICATES OF INSURANCE:

   A&A Electrical, Inc.
   Advanced Services DS, LLC
   Alamar Corporation Alamar, L.L.C.
   All Climate Refrigeration, LLC
   All States Exteriors, LLC; All States Windows & Siding, LLC; American Remodeling Contractors, Inc.
   Allied Construction Services, Inc./Color, Inc. (KC)
   B & D Contracting, LLC
   Michael Belcher DBA B & T Electric
   Brackmann Construction, Inc./William J. Brackmann
   Brinton Electric, Inc./Bill Brinton
   B & R Insulation, Inc.
   Brunn-Ulmer Construction Company
   Buck Roofing & Construction, LLC
   Capital Electric Line Builders, Inc. (4)
   CAS Constructors, LLC
   Central Plumbing Heating & A/C, Inc.
   Central Systems Heating & AC, Inc. (2)
   Chesley Brown International, Inc.
Citadel Electric Group, Inc.
City Wide Sheet Metal, Inc. Attn: Laura Duval
Complete Carpet Care
Computer Information Concepts
Construction Material Trucking
Creek Electric, Inc. (2)
Crowd Systems, Inc.
D & D Services, Inc./Asbestos Consulting Testing (ACT)
Dalrymple Construction Co., Inc.
Dedicated Workers Limo Service/Levi Baucom
Desco Coatings, Inc.
Design Mechanical, Inc. (2)
DH Restoration, Inc./Dan
Doherty Steel, Inc.
Dunco, Inc.
Eaton Roofing & Exteriors, Inc.
Edwards McDowell Incorporated
Electrical Enterprises, Inc.
Faith Technologies, Inc.
Ferrara Fire Apparatus, Inc./Ferrara Firefighting Equipment
Fogel-Anderson Construction, Co.
FPK Security, Inc.
Gate City Glass Company, Inc.
Genuine Parts Co. & Subsidiaries/NAPA, Motion, Balkamp, Altrom, EIS, Rayloc, SP Richards, Drago Supply, Tarrant, General Tool & Supply et al
Grandview Furnace, Inc.
Guiding Light Electric, Inc.
Gunter Construction Company
Hampton Plumbing, Inc.
Harvey Brothers Trucking & Wrecking Co., Inc.
HECCO, Inc. DBA Houston Excavating and Demolition
Hoovestol, Inc.
ISS Unigard Security, Inc.
Ironwood Construction Company/Bryan Hunter
Jayhawk Fire Sprinkler Co., Inc., Code Red, Inc. (2)
J.C. Love Installation, Inc.
J.F. Denney Plumbing & Heating, Inc.
Kansas City Mechanical, Inc.
KCI Airport Limousine, Inc.
Koch Heating & Cooling, Inc.
Leavcon II, Inc.
Lynn Electric and Communications, Inc.
McAnany Construction, Inc.
Mag-tronics Industrial, Inc.
Martin Underground Construction, Inc./Jeff Martin
Mendoza Ground Transportation
Meyer Companies, Inc./Meyer Brothers Building Co., Inc./Attn: Herb Minnis
Mega Industries Corporation
Metro Air Conditioning Company
Midland Wrecking, Inc. (2)
National Fire Suppression
Niefhoff/Dunco Heating & Cooling DBA Dunco, Inc.
NPB Companies, Inc.
Palmer Tree Service/Clarence Palmer
Payne Sign Company
Phillips Paving Co., Inc. (3)
Pinnacle Construction Group, LLC
Plumbing Plus, Inc.
Precision Electrical Systems, Inc.
Preferred Plumbing, Inc./Jay Brown (2)
Premier Electric & Lighting Design, Inc.
Reddi Services, Inc.
Redford Construction, Inc.
Rodriguez Mechanical Contractors, Inc.
R/S Electric Construction, LLC
Rylie Equipment & Contracting Company
R.F. Fisher Electric Company, LLC (3)
Saladino Plumbing & Heating Company DBA Saladino Mechanical Company (2)
Securitas Holdings, Inc./Securitas Security Services USA, Inc./Pinkerton Consulting &
Investigations/Burns Int’l Services Company, LLC/Securitas Critical Infrastructure Services, Inc.
Shaw Electric Company/Ryan Blake (2)
Star Drywall Company, Inc., DBA Star Drywall DBA Star Insulation
Sys-Kool, LLC
Tacos on Wheels
Top Master, Inc.
Total Electric Contractors, Inc.
Truninger Brothers Septic Tank Pumping, LLC
VHC Van Hoecke Contracting, Inc.
The Waldinger Corporation – 2
YMCA of Greater Kansas City
Zimmer Companies, Inc.

Action: Referred to License.

14. BUSINESS BONDS:

Electrical Contractor’s Bonds:
   AD’s Team Electric, LLC
   Anderson Electrical, LLC
   Capital Electric Construction Company, Inc.
   Brian Keller/Meyer Electric Co., Inc.
   Oliver Electric Construction, Inc.
   Precision Electrical Systems, Inc.
   Quality Electrical Service, LLC
   R/S Electric Construction, LLC
   Total Electric Contractor’s, Inc. and James Leonard

HVAC Contractor’s Bond:
   Autum Fitzgerald DBA Autumn Heating & Cooling, LLC

Mechanical Contractor’s Bonds:
   ALTA Refrigeration, Inc.
   Ladd Service Company, LLC
Rand Construction Company
Reddi Services, Inc. DBA Reddi Root’r
Vaughan Mechanical, Inc.

Mechanical/HVAC Contractor’s Bonds:
D’Agostino Mechanical Contractor’s Inc.
F & H Heating and Cooling, LLC
Bob Hamilton Plumbing, Heating & Cooling
K Jett Services, LLC
United Heating & Cooling, Inc.

Plumber’s Bonds:
D’Agostino Mechanical Contractor’s Inc.
D & M Plumbing, LLC
Ladd Service Company, LLC
Kansas City Plumbing Company, LLC
Robert McDaniel DBA Everest Refrigeration
Fred Pflumm Plumbing, Inc.
Quality Plumbing, Inc.
Rand Construction Company
Reddi Services, Inc. DBA Reddi Root’r
Vaughan Mechanical, Inc.
W. Vielhauer Plumbing, LLC
Village Plumbing, LLC

Septic Tank & Cess Pool Installer & Cleaner’s Bond:
K. Jett Services, LLC

Action: Referred to License.

15. CONTINUATION OF CERTIFICATES:

Cesspool Cleaner’s Bond:
A-1 Sewer and Septic Service, Inc.

Electrical Contractor’s Bonds:
Advanced Services DS, LLC
A & P Electrical Design, LLC
Black & McDonald
Convera, Inc.
R. L Yates Electrical Construction Co., Inc.
R W Electrical and Construction, Inc.

HVAC Contractor’s Bonds:
Central Systems Heating & Air Conditioning, Inc.
Steve Chontos DBA Chontos Heating & Cooling

Mechanical Contractor’s Bond:
P1 Group, Inc.
Sheet Metal Contractors, Inc.
Mechanical/HVAC Contractor’s Bond:
  Progressive Environmental Systems, LLC DBA Mechanical Edge, LLC

Miscellaneous Bonds:
  Joseph Applebury
  Jim Dodson DBA Three Trail Heating and Cooling
  Faith Technologies, Inc.
  JMC Services, Inc.
  Marvin Loecker of P1 Group, Inc.
  Max Electric, Inc.
  Reddi Services, Inc. DBA Reddi Root’r
  Vincent T. Rodina
  Scott’s Square Deal, LLC
  Sherry DBA Express Septic
  Trademark Electric, Inc.

Plumber’s Bonds:
  Avid Construction, LLC
  Mayes Plumbing, Inc.
  P1 Group, Inc.
  Pankey Plumbing, LLC
  Schoeller Plumbing, Inc.

Septic & Sewer Contractor’s Bond:
  Swift Construction Inc. DBA CEI Electrical & Mechanical

Septic Pumping Bond:
  K-Mel Industries, Inc.

Septic Tank and Cess Pool Installer & Cleaner’s Bonds:
  Bud Sewer Service, Inc.
  Deffenbaugh Industries, Inc. DBA Johnny on the Spot
  Quality Plumbing, Inc.
  Rex Rhea DBA Clean Right Septic & Sewer Service
  Ralph Smith DBA Smith Septic Tank
  Bill Truninger DBA Truninger Brothers

Sign Hanger’s Bonds:
  The Lamar Company, LLC
  Service & Industrial Repair, Inc.
  St. Joe Sign Company, LLC

Action: Referred to License.
Staff Request for Commission Action

Tracking No. 150027

Type: Standard
Committee: Full Commission

Date of Standing Committee Action: 12/1/2014
(If none, please explain): Authorizing sale resolution was adopted at the 12/18/14 full commission

Proposed for the following Full Commission Meeting Date: 2/5/2015
Confirmed Date: 2/5/2015

Contact Name: Lew Levin
Contact Phone: 5186
Contact Email: avillarreal@wycokck.org

Proposed for the following Full Commission Meeting Date: 2/5/2015

<table>
<thead>
<tr>
<th>Date</th>
<th>Contact Name</th>
<th>Contact Phone</th>
<th>Contact Email</th>
<th>Ref</th>
<th>Department / Division</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/29/2015</td>
<td>Lew Levin</td>
<td>5186</td>
<td><a href="mailto:avillarreal@wycokck.org">avillarreal@wycokck.org</a></td>
<td></td>
<td>Finance</td>
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</table>

Item Description:
Two resolutions authorizing and directing the issuance, sale and delivery of Municipal Temporary Notes, Series 2015-I and 2015-II, of the Unified Government of Wyandotte County/Kansas City, Kansas; providing for the levy and collection of an annual tax, if necessary, for the purpose of paying the principal 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:

Series 2015-I estimated cost $60,410,000
Series 2015-II (Taxable) estimated cost $7,145,000

Action Requested:
Pass Resolutions

Publication Required

Budget Impact: (if applicable)

Amount: $
Source:
- Included In Budget
- Other (explain) Consistent with the CMIP. Each individual project has been previously authorized.
[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 5, 2015

The governing body met in regular session at the usual meeting place in the Unified Government, at 7:00 p.m., the following members being present and participating, to-wit:

__________________________________________________________

Absent: __________________________________________________

The Mayor/CEO declared that a quorum was present and called the meeting to order.

* * * * * * * * * * * * * *
(Other Proceedings)

The Chief Financial Officer reported that pursuant to the Notice of Note Sale, bids for the purchase of Municipal Temporary Notes, Series 2015-I, dated February 26, 2015, of the Unified Government had been received. A tabulation of said bids is set forth as Exhibit A hereto.

Thereupon, 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.

Thereupon, there was presented a Resolution entitled:

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF MUNICIPAL TEMPORARY NOTES, SERIES 2015-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.

Thereupon, Commissioner _______ moved that said Resolution be adopted. The motion was seconded by Commissioner ________. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: ____________________________________________________________

Nay: ____________________________________________________________

Thereupon, the Mayor/CEO declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. R-[-__]-15 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)

__________________________________
Clerk
EXHIBIT B

BID OF PURCHASER
RESOLUTION NO. R-[__]-14

OF

THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

ADOPTED

FEBRUARY 5, 2015

MUNICIPAL TEMPORARY NOTES
SERIES 2015-I
RESOLUTION

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RESOLUTION NO. R-[__]-14

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF MUNICIPAL TEMPORARY NOTES, SERIES 2015-I, OF THE UNITED 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 (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:

<table>
<thead>
<tr>
<th>ACD</th>
<th>CMIP</th>
<th>Project Name</th>
<th>Estimated Project Fund Deposit</th>
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<tbody>
<tr>
<td>970</td>
<td>1222</td>
<td>12th/10th Street Bikeway</td>
<td>$400,000.00</td>
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<tr>
<td>963</td>
<td>5040</td>
<td>29th and Ohio Storm Sewer</td>
<td>150,000.00</td>
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<td>963</td>
<td>5311</td>
<td>51st &amp; Rowland Short Span Structure Replacement</td>
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<td>962</td>
<td>2134</td>
<td>55th St. Bridge Over Nearman Creek</td>
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<td>963</td>
<td>5044</td>
<td>82nd &amp; Tauromee Storm Sewer Recon</td>
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<td>963</td>
<td>5042</td>
<td>83rd &amp; Ella Buyouts &amp; Capacity Enhancements</td>
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<td>ADA Pedestrian Ramp Improvements 2014 (970-1141)</td>
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<td>8439</td>
<td>Animal Control Facility Expansion</td>
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<td>2305</td>
<td>Bridge Repair, Priority (4 Loc)</td>
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<td>3320</td>
<td>Center City Traffic Signal Reconstruction</td>
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<td>1223</td>
<td>Central Avenue and 18th Street Intersection</td>
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<td>970</td>
<td>1202</td>
<td>Central Avenue Rehab (I-70 to 18th)</td>
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<td>6220</td>
<td>CID Bar Screen(s) Replacement</td>
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<td>6194</td>
<td>Digester Roof &amp; Gait Structure Repairs</td>
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<td>1038</td>
<td>Donahoo Rd, 115th to 131st (KDOT Final Closeout)</td>
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<td>1019</td>
<td>Donahoo Rd, 131st to K-7 (KDOT Final Closeout)</td>
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<td>Elevator Upgrades City 2014 (969-8167)</td>
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<td>Facilities Parking Maint &amp; Repair-City 2014 (969-8513)</td>
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<td>FID-AID Force Main Improvements</td>
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<td>Hutton Road - Cleveland to Leavenworth</td>
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<td>IMS Implementation Program</td>
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<tr>
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<td>Description</td>
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<td>941 0115</td>
<td>Industrial District Repairs 2015 (970-1113)</td>
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<td>IOCP Sewer System Repairs (CSO/SSO Compliance)</td>
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<td>962 2168</td>
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<td>971 7865</td>
<td>Kaw Point Park Connector Trail - 2013</td>
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<td>963 6199</td>
<td>Kaw Point Solids Dewatering Rehabilitation</td>
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<td>970 3344</td>
<td>KDOT Message Boards</td>
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<td>Leavenworth Road, 63rd &amp; 38th Street</td>
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<td>Leavenworth Road, 72nd &amp; 55th Intersections (Traffic Signals)</td>
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<td>Merriam Lane 10th to 24th Storm Sewer Upgrades</td>
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<td>970 1292</td>
<td>Merriam Lane Improvements 10th to 24th</td>
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<td>970 1052</td>
<td>Merriam Lane, County Line Road to 24th</td>
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<td>Metropolitan Ave. TIF – Project Area 2</td>
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<td>Oak Grove Rd - 53rd to 55th</td>
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<td>971 4424</td>
<td>Pierson Lake Dam Study &amp; Repair</td>
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<td>Pilot I&amp;I Reduction Projects-Loc TBD</td>
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<td>963 6120</td>
<td>Pump Station 41 Improvements</td>
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<td>963 6197</td>
<td>Pump Station 6 Improvements</td>
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<td>963 6124</td>
<td>Pump Station #12 elimination</td>
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<td>970 1307</td>
<td>RR Crossing Improvements 2014</td>
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<td>969 8380</td>
<td>Reardon Center Facility Improvements</td>
<td>250,621.22</td>
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<tr>
<td>963 6039</td>
<td>Relocation of Sewer Office, Storage &amp; Maintenance Facilities</td>
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<tr>
<td>969 8148</td>
<td>Roof Replacement (City Hall)</td>
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<td>970 1225</td>
<td>Route 107 Bus Stop and Station Upgrades</td>
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<td>970 3334</td>
<td>Safe Routes to School, Group D</td>
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<td>970 3335</td>
<td>Safe Routes to School, Group E</td>
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<td>978 9242</td>
<td>South Patrol Facility</td>
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<td>Speedway Blvd Resurfacing, I-70 to State Ave</td>
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<tr>
<td>970 3345</td>
<td>Traffic Signal Replacements (Priority)</td>
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<td>Turkey Creek</td>
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<td>963 6122</td>
<td>Upper Conner Creek Interceptor Sewer 115th St</td>
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<td>963 5043</td>
<td>White Oaks Capacity 82nd &amp; Haskell</td>
<td>130,000.00</td>
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<td>Wyandotte County Lake Waterline Study &amp; Repair</td>
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<td>971 4023</td>
<td>Wyco Lake – Draw down Tower Repair</td>
<td>35,000.00</td>
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<tr>
<td>978 4022</td>
<td>WYCO Lake Marina Service Docs</td>
<td>225,000.00</td>
<td></td>
</tr>
</tbody>
</table>

Series 2015-I Estimated Total Project Fund Deposit = $73,426,713.61

Excludes $[________] to be used to pay costs of issuance and capitalized interest.

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 Issue 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 pay a portion of the Refunded Notes; and

WHEREAS, the governing body of the Issuer has advertised the sale of the Notes and at a meeting held in the Unified Government on this date, 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-I] 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.


“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 or Acting Clerk of the Issuer.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations proposed or promulgated thereunder of the United States Department of the Treasury.

“Costs of Issuance” means all costs of issuing the Notes, including but not limited to all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code, and all expenses incurred in connection with receiving ratings on the Notes.

“Dated Date” means February 26, 2015.

“Debt Service Account” means the Debt Service Account for Municipal Temporary Notes, Series 2015-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;
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;

such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

such obligations are rated in a rating category by Moody’s or Standard & Poor’s that is no lower than the rating category than 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 Instructions” means the Continuing Disclosure Instructions dated as of the Issue Date, attached to the Issuer’s Closing Certificate 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 2015-I created pursuant to Section 501 hereof.

“Improvements” means the improvements referred to in the preamble to this Note Resolution and any Substitute Improvements.

“Interest Payment Date(s)” means the Stated Maturity of an installment of interest on any Note which shall be April 1, 2015 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.

“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 2015-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:

[PURCHASER NAME]
Purchaser Address
[PURCHASER CITY, STATE]
Fax: [_______________]

(d) To the Rating Agency(ies):

Standard & Poor’s Rating Services, a division of
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 Section 701 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 county or counties in which the Issuer is located; (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 a bid premium of $________][, less an underwriting discount of $________][, less an original issue 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 2015-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 2014-I Notes maturing on March 1, 2015, in the aggregate principal amount of $62,400,000.

“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 March 1, 2015.

“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 Section 211 hereof.

“SEC Rule” means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as may be amended from time to time.

“Securities Depository” means, initially, DTC, and its successors and assigns.


“Special Record Date” means the date fixed by the Paying Agent pursuant to Section 205 hereof for the payment of Defaulted Interest.

“Standard & Poor’s” means Standard & Poor’s Ratings Services, a division of McGraw-Hill Financial, Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Standard & Poor’s shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

“State” means the state of Kansas.

“State Treasurer” means the duly elected Treasurer or, in the Treasurer’s absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

“Stated Maturity” when used with respect to any Note or any installment of interest thereon means the date specified in such Note and this Note Resolution as the fixed date on which the principal of such Note or such installment of interest is due and payable.

“Substitute Improvements” means the substitute or additional improvements of the Issuer described in Section 504(a) 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 2015-I, of the Issuer in the principal amount of $[PRINCIPAL AMOUNT-I], for the purpose of: (a) providing a portion of the funds to pay the costs of the Improvements; (b) providing a portion of the funds to retire the Refunded Notes; and (c) paying 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:

<table>
<thead>
<tr>
<th>Stated Maturity</th>
<th>Principal Amount</th>
<th>Annual Rate of Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td>March 1 2016</td>
<td>$[PRINCIPAL AMOUNT-I]</td>
<td>0.[___]%</td>
</tr>
</tbody>
</table>

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 Section 303 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 Section 204 hereof.

The Issuer and the Paying Agent may deem and treat the Person in whose name any Note is registered on the Note Register as the absolute Owner of such Note, whether such Note is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Note and for all other purposes. All payments so made to any such Owner or upon the Owner’s order shall be valid and effective to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Note Registrar, the Note Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Notes then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Note Registrar.

Section 207. Execution, Registration, Authentication and Delivery of Notes. Each of the Notes, including any Notes issued in exchange or as substitutions for the Notes initially delivered, shall be executed for and on behalf of the Issuer by the manual or facsimile signature of the Mayor/CEO, attested by the manual or facsimile signature of the Clerk and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor/CEO and Clerk are hereby authorized and directed to prepare and execute the Notes in the manner herein specified, and to cause the Notes to be registered in the office of the Clerk, which registration shall be evidenced by the manual or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Notes shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. The Notes shall be countersigned by the manual or facsimile signature of the Clerk and the seal of the Issuer shall be affixed or imprinted adjacent thereto following registration of the Notes by the Treasurer of the State of Kansas. In case any officer whose signature appears on any Notes ceases to be such officer before the delivery of such Notes, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Note may be signed by such persons who at the actual
time of the execution of such Note are the proper officers to sign such Note although at the date of such Note such persons may not have been such officers.

The Mayor/CEO and Clerk are hereby authorized and directed to prepare and execute the Notes as herein specified, and when duly executed, to deliver the Notes to the Note Registrar for authentication.

The Notes shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as EXHIBIT A hereof, which shall be manually executed by an authorized officer or employee of the Note Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Notes that may be issued hereunder at any one time. No Note shall be entitled to any security or benefit under this Note Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Note Registrar. Such executed certificate of authentication upon any Note shall be conclusive evidence that such Note has been duly authenticated and delivered under this Note Resolution. Upon authentication, the Note Registrar shall deliver the Notes to the Purchaser upon instructions of the Issuer or its representative.

Section 208. Mutilated, Lost, Stolen or Destroyed Notes. If (a) any mutilated Note is surrendered to the Note Registrar or the Note Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Note, and (b) there is delivered to the Issuer and the Note Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Note Registrar that such Note has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Note Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Note, a new Note of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Note has become or is about to become due and payable, the Issuer, in its discretion, may pay such Note instead of issuing a new Note.

Upon the issuance of any new Note under this Section, the Issuer may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Note issued pursuant to this Section shall constitute a replacement of the prior obligation of the Issuer, and shall be entitled to all the benefits of this Note Resolution equally and ratably with all other Outstanding Notes.

Section 209. Cancellation and Destruction of Notes Upon Payment. All Notes that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Notes so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

Section 210. Book-Entry Notes; Securities Depository. The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. The Notes shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Notes, except in the event the Note Registrar issues Replacement Notes as provided in this Section. It is anticipated that during the term of the Notes, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Notes to the Participants until and unless the
Note Registrar authenticates and delivers Replacement Notes to the Beneficial Owners as described in the following paragraph.

The Issuer may decide, subject to the requirements of the Operational Arrangements of DTC (or a successor Securities Depository), and the following provisions of this section to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository):

(a) If the Issuer determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Notes being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Notes; or

(b) if the Note Registrar receives written notice from Participants having interests in not less than 50% of the Notes Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Notes being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Notes, then the Note Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Note Registrar shall register in the name of and authenticate and deliver Replacement Notes to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Note Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Note. Upon the issuance of Replacement Notes, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Note Registrar, to the extent applicable with respect to such Replacement Notes. If the Securities Depository resigns and the Issuer, the Note Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Note Registrar shall authenticate and cause delivery of Replacement Notes to Owners, as provided herein. The Note Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Notes. The cost of printing, registration, authentication, and delivery of Replacement Notes shall be paid for by the Issuer.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Note Registrar receives written evidence satisfactory to the Note Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Note Registrar upon its receipt of a Note or Notes for cancellation shall cause the delivery of Notes to the successor Securities Depository in appropriate denominations and form as provided herein.

Section 211. Nonpresentment of Notes. If any Note is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Note have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Note shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying
Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Note, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Note Resolution or on, or with respect to, said Note. If any Note is not presented for payment within four (4) years following the date when such Note becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Note, and such Note shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 212. Preliminary and Final Official Statement. For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, 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 Rule 15c2-12(b)(1), 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 requirements of such 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 Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of 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 September 1, 2015, 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 303 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, Note Registrar and the Purchaser. 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 Instructions. 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 depositaries 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 in part from certain tax increments allocated and paid into a separate fund of the Unified Government under the provisions of K.S.A. 12-1770 et seq., or from general obligation bonds of the Issuer and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer, 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 2015-I;

(b) Debt Service Account for Municipal Temporary Notes, Series 2015-I; and
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 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 Section 506 hereof.

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: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such 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 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 Section 303(a) of this Note Resolution. 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 Instructions 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 Instructions, 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, and a duplicate copy of the audit shall be mailed to the Purchaser. 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 issuance of the Notes and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

Section 1006. Further Authority. The officers and officials of the Issuer, including the Mayor/CEO and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Note Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 1007. Severability. If any section or other part of this Note Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Note Resolution.

Section 1008. Governing Law. This Note Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1009. Effective Date. This Note Resolution shall take effect and be in full force from and after its passage by the governing body of the Issuer.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]
ADOPTED by the governing body of the Issuer on February 5, 2015.

(SEAL)

__________________________
Mayor/CEO

ATTEST:

__________________________
Clerk

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]
EXHIBIT A
(FORM OF NOTES)

REGISTERED NUMBER ____

REGISTERED $

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation (“DTC”), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF WYANDOTTE
UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY
MUNICIPAL TEMPORARY NOTE
SERIES 2015-I

Interest Rate:  Maturity Date:  Dated Date:  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 April 1, 2015 (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 2015-I,” aggregating the principal amount of $[PRINCIPAL AMOUNT-I] (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. 10-123, K.S.A. 12-631a, K.S.A. 12-631r and 12-631s, K.S.A. 12-685 et seq., K.S.A. 12-1770 et seq., Charter Ordinance No. 99 and Charter Ordinance No. CO-03-09 of the Unified Government, 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 in part from certain tax increments allocated and paid into a separate fund of the Unified Government under the provisions of K.S.A. 12-1770 et seq., or from the proceeds of general obligation bonds of the Issuer and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer, 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 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 follows:

Optional Redemption. At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity on September 1, 2015, 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.

Redemption Denominations. Whenever the Note Registrar is to select Notes for the purpose of redemption, it shall, in the case of Notes in denominations greater than a minimum Authorized Denomination, if less than all of the Notes then outstanding are to be called for redemption, treat each
minimum Authorized Denomination of face value of each such Note as though it were a separate Note in the denomination of a minimum Authorized Denomination.

Notice of Redemption. Notice of redemption, unless waived, shall be given by the Issuer to the State Treasurer of Kansas, and to the Purchaser of the Notes and to the Note Registrar in accordance with the Note Resolution. The Issuer shall cause the Note Registrar to notify each Registered Owner at the address maintained on the Note Register, such notice to be given by mailing an official notice of redemption by first class mail at least 20 days prior to the redemption date. Notice of redemption having been given as aforesaid, the Notes or portions of Notes to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Issuer defaults in the payment of the redemption price), such Notes or portions of Notes shall cease to bear interest.

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 hereinafter defined Note Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Note Registrar.

**IT IS HEREBY DECLARED AND CERTIFIED** that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Note have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the Issuer, including this series of notes, does not exceed any constitutional or statutory limitation.

**IN WITNESS WHEREOF,** the Issuer has caused this Note to be executed by the manual or facsimile signature of its Mayor/CEO and attested by the manual or facsimile signature of its Clerk, and its seal to be affixed hereo or imprinted hereon.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

[(Facsimile Seal)] By: ___________ (manual or facsimile) ___________
Mayor/CEO

ATTEST:

By: ___________ (manual or facsimile) ___________
Clerk

This Municipal Temporary Note shall not be negotiable unless and until countersigned below following registration by the Treasurer of the State of Kansas.

(Facsimile Seal) ___________ (manual or facsimile) ___________
Clerk
CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is one of a series of Municipal Temporary Notes, Series 2015-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 )
COUNTY OF WYANDOTTE  ) SS.

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 February 26, 2015.

WITNESS my hand and official seal.

(Facsimile Seal) _______________________________

Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

RON ESTES, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Note has been filed in the office of the State Treasurer, and that this Note was registered in such office according to law on ________________________.

WITNESS my hand and official seal.

(Seal) _______________________________

By: _______________________________
Treasurer of the State of Kansas
NOTE ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer to

________________________________________________________
(Name and Address)

________________________________________________________
(Social Security or Taxpayer Identification No.)

the Note to which this assignment is affixed in the outstanding principal amount of $___________, standing in the name of the undersigned on the books of the Note Registrar. The undersigned do(es) hereby irrevocably constitute and appoint __________________ as agent to transfer said Note on the books of said Note Registrar with full power of substitution in the premises.

Dated __________________________

Name

_______________________________
Social Security or
Taxpayer Identification No.

_______________________________
Signature (Sign here exactly as name(s) appear on the face of Certificate)

Signature guarantee:

By ____________________________
LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of such Notes:

GILMORE & BELL, P.C.
Attorneys at Law
2405 Grand Boulevard
Suite 1100
Kansas City, Missouri 64108

(PRINTED LEGAL OPINION)
[BASIC DOCUMENTS - REGISTERED NOTES]

A. Excerpt of Minutes of Meeting approving Note Resolution
B. Note Resolution
EXEMPLARY MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS
HELD ON FEBRUARY 5, 2015

The governing body met in regular session at the usual meeting place in the Unified Government, at 7:00 p.m., the following members being present and participating, to-wit:

__________________________________________________

Absent: __________________________________________

The Mayor/CEO declared that a quorum was present and called the meeting to order.

***************
(Other Proceedings)

The Chief Financial Officer reported that pursuant to the Notice of Note Sale, bids for the purchase of Taxable Municipal Temporary Notes, Series 2015-II, dated February 26, 2015, of the Unified Government had been received. A tabulation of said bids is set forth as Exhibit A hereto.

Thereupon, 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.

Thereupon, there was presented a Resolution entitled:

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF TAXABLE MUNICIPAL TEMPORARY NOTES, SERIES 2015-II, OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

Thereupon, Commissioner __________ moved that said Resolution be adopted. The motion was seconded by Commissioner __________. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: ______________________________________________

Nay: ______________________________________________

Thereupon, the Mayor/CEO declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. R-[__]-15 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)

______________________________
Clerk
EXHIBIT A

BID TABULATION
EXHIBIT B

BID OF PURCHASER
RESOLUTION NO. R-[_-]15

OF

THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

ADOPTED

FEBRUARY 5, 2015

TAXABLE MUNICIPAL TEMPORARY NOTES
SERIES 2015-II
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<tr>
<td>603</td>
<td>Remedies Cumulative</td>
<td>20</td>
</tr>
</tbody>
</table>
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RESOLUTION NO. R-[-]-15

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF TAXABLE MUNICIPAL TEMPORARY NOTES, SERIES 2015-II, OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

WHEREAS, the Unified Government (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:

<table>
<thead>
<tr>
<th>ACD</th>
<th>CMIP</th>
<th>Project Name</th>
<th>Estimated Project Fund Deposit</th>
</tr>
</thead>
<tbody>
<tr>
<td>978</td>
<td>1045</td>
<td>Midtown Redevelopment TIF</td>
<td>$7,109,497.50</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Series 2015-II Estimated Total Project Fund Deposit =</strong></td>
<td><strong>$7,109,497.50</strong></td>
</tr>
</tbody>
</table>

*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 pay a portion of the Refunded Notes; and

WHEREAS, the governing body of the Issuer has advertised the sale of the Notes and at a meeting held in the Unified Government on this date, 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-II] 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 to 10-125, inclusive, specifically including K.S.A. 10-123 and K.S.A. 12-1770 et seq., all as amended and supplemented from time to time.

“Authorized Denomination” means $5,000 or any integral multiples thereof.

“Beneficial Owner” of the 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 or Acting Clerk of the Issuer.

“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, and all expenses incurred in connection with receiving ratings on the Notes.

“Dated Date” means February 26, 2015.
“Debt Service Account” means the Debt Service Account for Taxable Municipal Temporary Notes, Series 2015-II (within the Bond and Interest Fund) created pursuant to Section 501 hereof.

“Debt Service Requirements” means the aggregate principal payments and interest payments on the Notes for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

“Defaulted Interest” means interest on any Note which is payable but not paid on any Interest Payment Date.

“Defeasance Obligations” means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) such obligations are rated in a rating category by Moody’s or Standard & Poor’s that is no lower than the rating category than 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 Instructions” means the Continuing Disclosure Instructions dated as of the Issue Date, attached to the Issuer’s Closing Certificate 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.

“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 Taxable Municipal Temporary Notes, Series 2015-II created pursuant to Section 501 hereof.

“Improvements” means the improvements referred to in the preamble to this Note Resolution and any Substitute Improvements.

“Interest Payment Date(s)” means the Stated Maturity of an installment of interest on any Note which shall be April 1, 2015 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.

“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 Taxable Municipal Temporary Notes, Series 2015-II, authorized and issued by the Issuer pursuant to this Note Resolution.

“Notice Address” means with respect to the following entities:

(a) To the Issuer at:

Unified Government of Wyandotte County/Kansas City, Kansas
701 N. 7th Street
Kansas City, Kansas 66101
Fax: (913)573-5003
Attn: General Counsel

(b) To the Paying Agent at:

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]
[PURCHASER ADDRESS]
[PURCHASER CITY, STATE]
Fax: [______________]

(d) To the Rating Agency(ies):

Standard & Poor’s Rating Services, a division of McGraw-Hill Financial, 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 Section 701 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 county or counties in which the Issuer is located; (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 a bid premium of $________][, less an underwriting discount of $________][, less an original issue 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.

“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 the Series 2014-II Notes maturing on March 1, 2015, in the aggregate principal amount of $7,090,000.

“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 March 1, 2015.

“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 Section 211 hereof.

“SEC Rule” means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as may be amended from time to time.

“Securities Depository” means, initially, DTC, and its successors and assigns.


“Special Record Date” means the date fixed by the Paying Agent pursuant to Section 205 hereof for the payment of Defaulted Interest.
“Standard & Poor’s” means Standard & Poor’s Ratings Services, a division of McGraw-Hill Financial, Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Standard & Poor’s shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

“State” means the state of Kansas.

“State Treasurer” means the duly elected Treasurer or, in the Treasurer’s absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

“Stated Maturity” when used with respect to any Note or any installment of interest thereon means the date specified in such Note and this Note Resolution as the fixed date on which the principal of such Note or such installment of interest is due and payable.

“Substitute Improvements” means the substitute or additional improvements of the Issuer described in Section 504(a) 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 Taxable Municipal Temporary Notes, Series 2015-II, of the Issuer in the principal amount of $[PRINCIPAL AMOUNT-II] for the purpose of: (a) providing a portion of the funds to pay the costs of the Improvements; (b) providing a portion of the funds to retire the Refunded Notes; and (c) paying 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:
<table>
<thead>
<tr>
<th>Stated Maturity</th>
<th>Principal Amount</th>
<th>Annual Rate of Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td>March 1, 2016</td>
<td></td>
<td>0, [__] %</td>
</tr>
</tbody>
</table>

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 Internal Revenue 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 Section 303 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 Section 204 hereof.

The Issuer and the Paying Agent may deem and treat the Person in whose name any Note is registered on the Note Register as the absolute Owner of such Note, whether such Note is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Note and for all other purposes. All payments so made to any such Owner or upon the Owner’s order shall be valid and effective to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Note Registrar, the Note Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Notes then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Note Registrar.

Section 207. Execution, Registration, Authentication and Delivery of Notes. Each of the Notes, including any Notes issued in exchange or as substitutions for the Notes initially delivered, shall be executed for and on behalf of the Issuer by the manual or facsimile signature of the Mayor/CEO, attested by the manual or facsimile signature of the Clerk and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor/CEO and Clerk are hereby authorized and directed to prepare and execute the Notes in the manner herein specified, and to cause the Notes to be registered in the office of the Clerk, which registration shall be evidenced by the manual or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Notes shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. The Notes shall be countersigned by the manual or facsimile signature of the Clerk and the seal of the Issuer shall be affixed or imprinted adjacent thereto following registration of the Notes by the Treasurer of the State of Kansas. In case any officer whose signature appears on any Notes ceases to be such officer before the delivery of such Notes, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Note may be signed by such persons who at the actual time of the execution of such Note are the proper officers to sign such Note although at the date of such Note such persons may not have been such officers.

The Mayor/CEO and Clerk are hereby authorized and directed to prepare and execute the Notes as herein specified, and when duly executed, to deliver the Notes to the Note Registrar for authentication.

The Notes shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as EXHIBIT A hereof, which shall be manually executed by an authorized officer or employee of the Note Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Notes that may be issued hereunder at any one time. No Note shall be entitled to any security or benefit under this Note Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Note Registrar. Such executed certificate of authentication upon any Note shall be conclusive evidence that such Note has
been duly authenticated and delivered under this Note Resolution. Upon authentication, the Note Registrar shall deliver the Notes to the Purchaser upon instructions of the Issuer or its representative.

**Section 208. Mutilated, Lost, Stolen or Destroyed Notes.** If (a) any mutilated Note is surrendered to the Note Registrar or the Note Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Note, and (b) there is delivered to the Issuer and the Note Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Note Registrar that such Note has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer’s request, the Note Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Note, a new Note of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Note has become or is about to become due and payable, the Issuer, in its discretion, may pay such Note instead of issuing a new Note.

Upon the issuance of any new Note under this Section, the Issuer may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Note issued pursuant to this Section shall constitute a replacement of the prior obligation of the Issuer, and shall be entitled to all the benefits of this Note Resolution equally and ratably with all other Outstanding Notes.

**Section 209. Cancellation and Destruction of Notes Upon Payment.** All Notes that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Notes so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

**Section 210. Book-Entry Notes; Securities Depository.** The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. The Notes shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Notes, except in the event the Note Registrar issues Replacement Notes as provided in this Section. It is anticipated that during the term of the Notes, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Notes to the Participants until and unless the Note Registrar authenticates and delivers Replacement Notes to the Beneficial Owners as described in the following paragraph.

The Issuer may decide, subject to the requirements of the Operational Arrangements of DTC (or a successor Securities Depository), and the following provisions of this section to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository):

(a) If the Issuer determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Notes being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Notes; or
(b) if the Note Registrar receives written notice from Participants having interests in not less than 50% of the Notes Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Notes being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Notes, then the Note Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Note Registrar shall register in the name of and authenticate and deliver Replacement Notes to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Note Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Note. Upon the issuance of Replacement Notes, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Note Registrar, to the extent applicable with respect to such Replacement Notes. If the Securities Depository resigns and the Issuer, the Note Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Note Registrar shall authenticate and cause delivery of Replacement Notes to Owners, as provided herein. The Note Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Notes. The cost of printing, registration, authentication, and delivery of Replacement Notes shall be paid for by the Issuer.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Note Registrar receives written evidence satisfactory to the Note Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Note Registrar upon its receipt of a Note or Notes for cancellation shall cause the delivery of Notes to the successor Securities Depository in appropriate denominations and form as provided herein.

Section 211. Nonpresentment of Notes. If any Note is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Note have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Note shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Note, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Note Resolution or on, or with respect to, said Note. If any Note is not presented for payment within four (4) years following the date when such Note becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Note, and such Note shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 212. Preliminary and Final Official Statement. For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange
Commission, 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 Rule 15c2-12(b)(1), 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 such 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 Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of 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 September 1, 2015, 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 303 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, Note Registrar and the Purchaser. 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 Instructions. 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 depositaries 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 in part from certain tax increments allocated and paid into a
separate fund of the Issuer under the provisions of K.S.A. 12-1770 *et seq.*, or from general obligation bonds of the Issuer and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer, 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 Taxable Municipal Temporary Notes, Series 2015-II; and

(b) Debt Service Account for Taxable Municipal Temporary Notes, Series 2015-II.

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Note Resolution so long as the Notes are Outstanding.

**Section 502. Deposit of Note Proceeds.** The net proceeds received from the sale of the Notes shall be deposited simultaneously with the delivery of the Notes as follows:

(a) All accrued interest 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; and (d) paying Costs of Issuance.

Upon completion of the Improvements, any surplus remaining in the Improvement Fund shall be deposited in the Debt Service Account.

Section 504. Substitution of Improvements; Reallocation of Proceeds.

(a) The Issuer may elect for any reason to substitute or add other public improvements to be financed with proceeds of the 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. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such 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 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 accruing upon any default have 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 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 Section 303(a) of this Note Resolution. 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
CONTINUING DISCLOSURE REQUIREMENTS

Section 801. Disclosure Requirements. The Mayor/CEO and Clerk are hereby authorized and directed to execute the Disclosure Instructions 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 Instructions, which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

Section 802. Failure to Comply with Continuing Disclosure Requirements. In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section.

ARTICLE IX
MISCELLANEOUS PROVISIONS

Section 901. Annual Audit. Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk, and a duplicate copy of the audit shall be mailed to the Purchaser. 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 902. 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, 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 hereinafore provided shall not become effective until there has been filed with the Clerk a copy of the resolution of the Issuer hereinafore 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 903. Notices, Consents and Other Instruments by Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of 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 904. 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 905. Electronic Transactions. The issuance of the Notes and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

Section 906. Further Authority. The officers and officials of the Issuer, including the Mayor/CEO and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this 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 907. 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 908. Governing Law. This Note Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 909. Effective Date. This Note Resolution shall take effect and be in full force from and after its passage by the governing body of the Issuer.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]
ADOPTED by the governing body of the Issuer on February 5, 2015.

(SEAL)

________________________________________________________________________

Mayor/CEO

ATTEST:

________________________________________________________________________

Clerk

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EXHIBIT A  
(FORM OF NOTES)

REGISTERED NUMBER ____  REGISTERED NUMBER ____

$  

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation (“DTC”), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA  
STATE OF KANSAS  
COUNTY OF WYANDOTTE  
UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY  
TAXABLE MUNICIPAL TEMPORARY NOTE  
SERIES 2015-II

<table>
<thead>
<tr>
<th>Interest Rate:</th>
<th>Maturity Date: March 1, 2016</th>
<th>Dated Date: February 26, 2015</th>
<th>CUSIP:</th>
</tr>
</thead>
</table>

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 April 1, 2015 (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 “Taxable Municipal Temporary Notes, Series 2015-II,” aggregating the principal amount of $[PRINCIPAL AMOUNT-II] (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. 10-123 and K.S.A. 12-1770 et seq., 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 in part from certain tax increments allocated and paid into a separate fund of the Issuer under the provisions of K.S.A. 12-1770 et seq., or from the proceeds of general obligation bonds of the Issuer and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer, 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 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 follows:

Optional Redemption. At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity on September 1, 2015, 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.

Redemption Denominations. Whenever the Note Registrar is to select Notes for the purpose of redemption, it shall, in the case of Notes in denominations greater than a minimum Authorized Denomination, if less than all of the Notes then outstanding are to be called for redemption, treat each minimum Authorized Denomination of face value of each such Note as though it were a separate Note in the denomination of a minimum Authorized Denomination.
Notice of Redemption. Notice of redemption, unless waived, shall be given by the Issuer to the State Treasurer of Kansas, and to the Purchaser of the Notes and to the Note Registrar in accordance with the Note Resolution. The Issuer shall cause the Note Registrar to notify each Registered Owner at the address maintained on the Note Register, such notice to be given by mailing an official notice of redemption by first class mail at least 20 days prior to the redemption date. Notice of redemption having been given as aforesaid, the Notes or portions of Notes to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Issuer defaults in the payment of the redemption price), such Notes or portions of Notes shall cease to bear interest.

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 hereinafter defined Note Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Note Registrar.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Note have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the Issuer, including this series of notes, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Issuer has caused this Note to be executed by the manual or facsimile signature of its Mayor/CEO and attested by the manual or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

[(Facsimile Seal)] By: __________ (manual or facsimile) _________
Mayor/CEO

ATTEST:

By: __________ (manual or facsimile) _________
Clerk

This Municipal Temporary Note shall not be negotiable unless and until countersigned below following registration by the Treasurer of the State of Kansas.

[(Facsimile Seal)] __________ (manual or facsimile) _________
Clerk
CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is one of a series of Taxable Municipal Temporary Notes, Series 2015-II, of the Unified Government of Wyandotte County/Kansas City, Kansas, described in the within-mentioned Note Resolution.

Registration Date ____________________________

Office of the Treasurer of the Unified Government of Wyandotte County/Kansas City, Kansas,
Kansas City, Kansas,
as Note Registrar and Paying Agent

By ________________________________

Registration Number: ____________________________

CERTIFICATE OF CLERK

STATE OF KANSAS )
COUNTY OF WYANDOTTE ) SS.

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 February 26, 2015.

WITNESS my hand and official seal.

(Certification of Clerk)

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

RON ESTES, 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.

By: ________________________________
Treasurer of the State of Kansas

A-5
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

**Type:** Standard  
**Committee:** Full Commission

<table>
<thead>
<tr>
<th>Date of Standing Committee Action:</th>
<th>12/1/2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Authorizing sale resolution was adopted at the 12/18/14 full commission</td>
<td></td>
</tr>
</tbody>
</table>

**Proposed for the following Full Commission Meeting Date:**  
2/5/2015  
2/5/2015  
**Confirmed Date:** 2/5/2015

**Contact Name:** Lew Levin  
**Contact Phone:** 5186  
**Contact Email:** avillarreal@wyckokck.org  
**Ref:**  
**Department / Division:** Finance

**Item Description:**
Three ordinances authorizing and providing for the issuance of general obligation improvement bonds, Series 2015-A and 2015-C, and general obligation improvement and refunding bonds, 2015-B and 2015-D, 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 principal and interest on said bonds when they become due; authorizing certain other documents and actions in connection therewith; and making certain covenants with respect thereto. The financing amounts are listed below.

Four resolutions prescribing the form and details of authorizing and directing the sale and delivery of general obligation improvement bonds, Series 2015-A, B, C, and D, of the Unified Government of Wyandotte County/Kansas City, Kansas; previously authorized by R-125-14 of the issuer; making certain covenant and agreements to provide for the payment and security thereof and authorizing certain other document and actions connected therewith.

**Action Requested:**
Please adopt the three ordinances prior to passing the four resolutions. 2015-C does not require an ordinances, as it is a County financing.

- Series 2015-A GO Bonds (KCK) – estimated amount $29,995,000;
- Series 2015-B Taxable GO Improvement and Refunding Bonds (KCK), estimated amount $3,850,000;
- Series 2015-C GO Bonds (Wyco), estimated amount $5,255,000 (resolution only);
- Series 2015-D GO Refunding Bonds (KCK), estimated amount $21,955,000

**Publication Required**

**Publication Date:**

**Budget Impact:** (if applicable)

- **Amount:** $
- **Source:** Consistent with the CMIP. Each individual project has been previously authorized.
  
- **Included In Budget**
  
- **Other (explain)**

---
[G.O. BASIC DOCUMENTS]

A. Excerpt of Minutes of Meeting approving sale, approving Ordinance/Bond Resolution
B. Ordinance
C. 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 5, 2015

The governing body met in regular session at the usual meeting place in the Unified Government, at 7:00, the following members being present and participating, to-wit:

__________________________________________________

Absent: ____________________________________________

The Mayor/CEO declared that a quorum was present and called the meeting to order.

***************

(Other Proceedings)

The Chief Financial Officer reported that pursuant to the Notice of Bond Sale, bids for the purchase of General Obligation Improvement Bonds, Series 2015-A, dated February 26, 2015, of the Unified Government had been received. A tabulation of said bids is set forth as EXHIBIT A hereto.

Thereupon, 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.

Thereupon, there was presented an Ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2015-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.

Thereupon, Commissioner __________ moved that said Ordinance be passed. The motion was seconded by Commissioner ___________. Said Ordinance was duly read and considered, and upon being put, the motion for the passage of said Ordinance was carried by the vote of the governing body, the vote being as follows:

    Yea: ______________________________________________________

    Nay: _____________________________________________________

Thereupon, the Mayor/CEO declared said Ordinance duly passed and the Ordinance was then duly numbered Ordinance No. O-[__]-15, was signed and approved by the Mayor/CEO and attested by the Clerk and was directed to be published one time in the official newspaper of the Unified Government.
Thereupon, there was presented a Resolution entitled:

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2015-A, OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. O-[-__-]-15 OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

Thereupon, Commissioner ________ moved that said Resolution be adopted. The motion was seconded by Commissioner ________. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: ______________________________________________ _________________________

Nay: ______________________________________________ ______________________

Thereupon, the Mayor/CEO declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. R-[-__-]-15 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 2015-A
EXHIBIT B

BID OF PURCHASER
ORDINANCE NO. O-[__]-15

OF

THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

PASSED

FEBRUARY 5, 2015

GENERAL OBLIGATION IMPROVEMENT BONDS
SERIES 2015-A
ORDINANCE NO. O-[-__]-15

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2015-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. 12-631r and s, K.S.A. 12-685 et seq., K.S.A. 12-1770 et seq., and Charter Ordinance No. CO-03-09 of the Issuer, as amended, and other provisions of the laws of the State of Kansas applicable thereto, by proceedings duly had, the governing body of the Unified Government has authorized certain improvements to be made in the Unified Government (such improvements and any Substitute Improvements are further described in a resolution adopted by the governing body of the Unified Government on this date, and are hereinafter referred to as the “Improvements”); and

WHEREAS, the 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 at a meeting held in the Unified Government on this date awarded 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.

“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.


“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 portion of the Series 2014-I Notes maturing on March 1, 2015 in the aggregate principal amount of $62,740,000.


“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 2015-A, of the Unified Government in the principal amount of $[PRINCIPAL AMOUNT-A] 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 Issuer. 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 in the official Unified Government newspaper.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]
PASSED by the governing body of the Unified Government on February 5, 2015 and APPROVED AND SIGNED by the Mayor/CEO.

(SEAL)

Mayor/CEO

ATTEST:

_______________________________
Clerk

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RESOLUTION NO. R-[_-]15

OF

THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

ADOPTED

FEBRUARY 5, 2015

GENERAL OBLIGATION IMPROVEMENT BONDS
SERIES 2015-A
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RESOLUTION NO. R-[-__-]15

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2015-A, OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. O-[-__-]15 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 heretofore 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.


“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” means the General Obligation Improvement Bonds, Series 2015-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 or Acting Clerk of the Issuer.


“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 February 26, 2015.

“Debt Service Account” means the Debt Service Account for General Obligation Improvement Bonds, Series 2015-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 Instructions” means the Continuing Disclosure Instructions dated as of the Issue Date, attached to the Issuer’s Closing Certificate, 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 Instructions) 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 2015-A created pursuant to Section 501 hereof.

“Improvements” means the following improvements and any Substitute Improvements:

<table>
<thead>
<tr>
<th>ACD</th>
<th>CMIP</th>
<th>Project Name</th>
<th>Estimated Project Fund Deposit</th>
</tr>
</thead>
<tbody>
<tr>
<td>941</td>
<td>0813</td>
<td>ADA Pedestrian Ramp Improvements 2013 (970-1141)</td>
<td>$603,911.57</td>
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<tr>
<td>971</td>
<td>4302</td>
<td>Armourdale Comm Cent Gym Roof Replacement</td>
<td>263,275.04</td>
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<td>941</td>
<td>0413</td>
<td>Arterial/Collect Resurfacing 2013 (970-1302)</td>
<td>855,541.40</td>
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<td>970</td>
<td>1402</td>
<td>Central Industrial District Resurfacing 2012</td>
<td>757,752.12</td>
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<tr>
<td>970</td>
<td>1294</td>
<td>Commission Neighborhood Impr Project (CNIP)</td>
<td>2,000,000.00</td>
</tr>
<tr>
<td>963</td>
<td>6190</td>
<td>CSO Water Quality Sampling Update</td>
<td>304,739.77</td>
</tr>
<tr>
<td>948</td>
<td>0213</td>
<td>Facilities Parking Maint &amp; Repair-City 2013 (969-8513)</td>
<td>1,006,519.28</td>
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<tr>
<td>970</td>
<td>1220</td>
<td>Fairfax Industrial Area Improvements, 2014</td>
<td>100,000.00</td>
</tr>
<tr>
<td>969</td>
<td>8004</td>
<td>Fire HQ Window &amp; Overhead Door Replacement</td>
<td>754,889.47</td>
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<tr>
<td>969</td>
<td>8071</td>
<td>FS #15 Roof Replacement</td>
<td>152,990.93</td>
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<td>969</td>
<td>8073</td>
<td>FS #18 Roof Replacement</td>
<td>130,811.84</td>
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<td>969</td>
<td>8063</td>
<td>FS #2 Infrastructure</td>
<td>28,082.67</td>
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<td>969</td>
<td>8070</td>
<td>FS #3 Roof Replacement</td>
<td>150,853.06</td>
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<td>969</td>
<td>8011</td>
<td>FS #5 Ramp Replacement</td>
<td>40,118.10</td>
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<tr>
<td>969</td>
<td>8065</td>
<td>FS #5 Remodel</td>
<td>90,265.72</td>
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<td>969</td>
<td>8058</td>
<td>FS #7 Rear Ramp Replacement</td>
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<td>941</td>
<td>0113</td>
<td>Industrial District Repairs 2013 (970-1113)</td>
<td>503,259.65</td>
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<tr>
<td>963</td>
<td>6062</td>
<td>Kaw Point Disenfection</td>
<td>4,977,935.84</td>
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<tr>
<td>963</td>
<td>6192</td>
<td>Kaw Point Grit Box &amp; Bar Screen Improvements</td>
<td>1,580,613.72</td>
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<td>978</td>
<td>9196</td>
<td>Metropolitan Ave. TIF – Project Area 2</td>
<td>2,700,000.00</td>
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<td>969</td>
<td>8194</td>
<td>Municipal Office Building Security &amp; Facility Improvements</td>
<td>225,664.31</td>
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<td>941</td>
<td>0213</td>
<td>Neighborhood Street Resurfacing 2013 (970-1209)</td>
<td>1,811,734.72</td>
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<tr>
<td>963</td>
<td>6196</td>
<td>Phase I SSES Compliance Program</td>
<td>1,020,216.52</td>
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<td>963</td>
<td>6023</td>
<td>Plant #20 Building &amp; Lighting Improvements</td>
<td>581,353.02</td>
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<tr>
<td>970</td>
<td>1161</td>
<td>State Ave, 73rd to 82nd St.</td>
<td>2,380,316.14</td>
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<tr>
<td>970</td>
<td>1199</td>
<td>State Avenue, 82nd - 94th Street</td>
<td>2,374,974.67</td>
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<tr>
<td>970</td>
<td>1295</td>
<td>SW Blvd Bicycle Lanes - Iowa to State Line (CMAQ)</td>
<td>180,781.13</td>
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</tbody>
</table>

Series 2015-A Estimated Total Project Fund Deposit = $25,646,807.37
Excludes $[_________] to be used to pay costs of issuance and capitalized interest.

“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 August 1, 2015.

“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 ADDRESS]
[PURCHASER CITY, STATE]
Fax: [_________]
(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

    Standard & Poor’s Ratings Services,
    a division of McGraw Hill Financial 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-[__]-15 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 Section 701 hereof; and
(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

“Owner” when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register. Whenever consent of the Owners is required pursuant to the terms of this Bond Resolution, and the Owner of the Bonds, as set forth on the Bond Register, is Cede & Co., the term Owner shall be deemed to be the Beneficial Owner of the Bonds.

“Participants” means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

“Paying Agent” means the State Treasurer, and any successors and assigns.
“Permitted Investments” shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the Issuer’s temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the Issuer is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody’s or Standard & Poor’s; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f); or (m) other investment obligations authorized by the laws of the State, all as may be further restricted or modified by amendments to applicable State law.

“Person” means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

“Purchase Price” means the principal amount of the Bonds plus accrued interest to the date of delivery[, plus a bid premium of $___________][, less an underwriting discount of $___________][, less an original issue 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 2015-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 each 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 a portion of the Series 2014-I Notes maturing on March 1, 2015 in the aggregate principal amount of $[__________].
“Refunded Notes Paying Agent” means the paying agent of the Refunded Notes as designated in the Refunded Notes Resolution, and any successor or successors at the time acting as paying agent for the Refunded Notes.

“Refunded Notes Redemption Date” means March 1, 2015.

“Refunded Notes Resolution” means the 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, as may be amended from time to time.

“Securities Depository” means, initially, DTC, and its successors and assigns.


“Special Record Date” means the date fixed by the Paying Agent pursuant to Section 204 hereof for the payment of Defaulted Interest.

“Standard & Poor’s” means Standard & Poor’s Ratings Services, a division of McGraw Hill Financial Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Standard & Poor’s shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

“State” means the state of Kansas.

“State Treasurer” means the duly elected Treasurer or, in the Treasurer’s absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

“Stated Maturity” when used with respect to any 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 Section 504(a) hereof.

[“Term Bonds” means the Bonds scheduled to mature in the year 2035.]
[“_____ Term Bonds” means the Bonds scheduled to mature in the year _____.]
[“2035 Term Bonds” means the Bonds scheduled to mature in the year 2035.]
[“Term Bonds” means collectively, the _____ Term Bonds and the 2035 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 heretofore authorized and directed to be issued pursuant to the Ordinance in the principal amount of $[PRINCIPAL AMOUNT-A], 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

<table>
<thead>
<tr>
<th>Stated Maturity</th>
<th>Principal Amount</th>
<th>Annual Rate of Interest</th>
<th>Stated Maturity</th>
<th>Principal Amount</th>
<th>Annual Rate of Interest</th>
</tr>
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<tr>
<td>August 1</td>
<td>$_______</td>
<td>____%</td>
<td>August 1</td>
<td>$_______</td>
<td>____%</td>
</tr>
<tr>
<td>2016</td>
<td></td>
<td></td>
<td>2026</td>
<td>$_______</td>
<td></td>
</tr>
<tr>
<td>2017</td>
<td></td>
<td>____%</td>
<td>2027</td>
<td>$_______</td>
<td>____%</td>
</tr>
<tr>
<td>2018</td>
<td></td>
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<td>2028</td>
<td>$_______</td>
<td>____%</td>
</tr>
<tr>
<td>2019</td>
<td></td>
<td>____%</td>
<td>2029</td>
<td>$_______</td>
<td>____%</td>
</tr>
<tr>
<td>2020</td>
<td></td>
<td>____%</td>
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<td>$_______</td>
<td>____%</td>
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<tr>
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<td>____%</td>
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</tr>
<tr>
<td>2025</td>
<td></td>
<td>____%</td>
<td>2035</td>
<td>$_______</td>
<td></td>
</tr>
</tbody>
</table>

[TERM BONDS]

<table>
<thead>
<tr>
<th>Stated Maturity</th>
<th>Principal Amount</th>
<th>Annual Rate of Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td>August 1</td>
<td>$_______</td>
<td>____%</td>
</tr>
</tbody>
</table>

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 Section 303 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 Section 204 hereof.

The Issuer and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute Owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Owner or upon the Owner’s order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Bond Registrar, the Bond Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Bond Registrar.

Section 207. Execution, Registration, Authentication and Delivery of Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be executed for and on behalf of the Issuer by the manual or facsimile signature of the Mayor/CEO, attested by the manual or facsimile signature of the Clerk, and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor/CEO and Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and to cause the Bonds to be registered in the office of the Clerk, which registration shall be evidenced by the manual or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Mayor/CEO and Clerk are hereby authorized and directed to prepare and execute the Bonds as herein specified, and when duly executed, to deliver the Bonds to the Bond Registrar for authentication.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as EXHIBIT A hereof, which shall be manually executed by an authorized officer or employee of the Bond Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Bond Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Bond Registrar. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Bond Resolution. Upon authentication, the Bond Registrar shall deliver the Bonds to the Purchaser upon instructions of the Issuer or its representative.

Section 208. Mutilated, Lost, Stolen or Destroyed Bonds. If (a) any mutilated Bond is surrendered to the Bond Registrar or the Bond Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Issuer and the Bond Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Bond Registrar that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer’s request, the Bond Registrar shall authenticate and deliver, in exchange for or in lieu
of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like
tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and
payable, the Issuer, in its discretion, may pay such Bond instead of issuing a new Bond.

Upon the issuance of any new Bond under this Section, the Issuer and the Paying Agent may
require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that
may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying
Agent) connected therewith.

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior
obligation of the Issuer, and shall be entitled to all the benefits of this Bond Resolution equally and
ratably with all other Outstanding Bonds.

Section 209. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have
been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before
Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and
surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary
practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the
Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

Section 210. Book-Entry Bonds; Securities Depository. The Issuer and Paying Agent have
entered into a DTC Representation Letter with DTC. The Bonds shall initially be registered to Cede &
Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates
representing their respective interests in the Bonds, except in the event the Bond Registrar issues
Replacement Bonds as provided in this Section. It is anticipated that during the term of the Bonds, the
Securities Depository will make book-entry transfers among its Participants and receive and transmit
payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless
the Bond Registrar authenticates and delivers Replacement Bonds to the Beneficial Owners as described
in the following paragraph.

The Issuer may decide, subject to the requirements of the Operational Arrangements of DTC (or a
successor Securities Depository), and the following provisions of this section to discontinue use of the
system of book-entry transfers through DTC (or a successor Securities Depository):

(a) If the Issuer determines (1) that the Securities Depository is unable to properly discharge
its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities
depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or
(3) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner
other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds; or

(b) if the Bond Registrar receives written notice from Participants having interests in not less
than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to
such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, then the Bond Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Bond Registrar shall register in the name of and authenticate and deliver Replacement Bonds to the Beneficial Owners or
their nominees in principal amounts representing the interest of each, making such adjustments as it may
find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in
the case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the
Bond Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Bond Registrar, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the Issuer, the Bond Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Bond Registrar shall authenticate and cause delivery of Replacement Bonds to Owners, as provided herein. The Bond Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Bonds. The cost of printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the Issuer.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Bond Registrar receives written evidence satisfactory to the Bond Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Bond Registrar upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in an Authorized Denominations and form as provided herein.

Section 211. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Bond Resolution or on, or with respect to, said Bond. If any Bond is not presented for payment within four (4) years following the date when such Bond becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 212. Preliminary and Final Official Statement. The Issuer hereby authorizes and approves the Preliminary Official Statement. For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, 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 Rule 15c2-12(b)(1), 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 such Rule.

The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary
to conform to and describe the transaction. The Mayor/CEO and chief financial officer of the Issuer are hereby authorized to execute the Official Statement as so supplemented, amended and completed, and the use and public distribution of the Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds sufficient copies of the Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(3) and (4) of the Securities and Exchange Commission and with the requirements of 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 2025, and thereafter, will be subject to redemption and payment prior to their Stated Maturity on August 1, 2024, 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) _____ Term Bonds.] The [_____] 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 [_____] Term Bonds:

<table>
<thead>
<tr>
<th>Principal Amount</th>
<th>Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>$______</td>
<td>20__*</td>
</tr>
</tbody>
</table>

*Final Maturity

[(b) 2035 Term Bonds.] The 2035 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 2035 Term Bonds:
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, the State Treasurer and the Purchaser. 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 Instructions. 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, in part from certain tax increments allocated and paid into a separate fund of the Unified Government under the provisions of K.S.A. 12-1770 et seq., and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer, 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 2015-A;

(b) Debt Service Account for General Obligation Improvement Bonds, Series 2015-A (within the Bond and Interest Fund); and

(c) Rebate Fund for General Obligation Improvement Bonds, Series 2015-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; and (e) transferring any amounts to the Rebate Fund required by Section 506 hereof.
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 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 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 is approved by the governing body of the Issuer; (2) the reallocation shall not cause the proceeds of the Bonds allocated to any Improvement to exceed the Financeable Costs of the Improvement; and (3) the reallocation will not adversely affect the tax-exempt status of the Bonds under State or federal law.

Section 505. Application of Moneys in Debt Service Account. All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due and the usual and customary fees and expenses of the Bond Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Bonds and the fees and expenses of the Bond Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Bond Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Bond Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Bonds entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the Bonds shall be transferred and paid into the Bond and Interest Fund.

Section 506. Application of Moneys in the Rebate Fund.

(a) There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Federal Tax Certificate. All money at any time deposited in the Rebate Fund shall be held in trust, to the extent required to satisfy the Rebate Amount (as defined in the Federal Tax Certificate), for payment to the United States of America, and neither the Issuer nor the Owner of any Bonds shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and the Federal Tax Certificate.

(b) The Issuer shall periodically determine the arbitrage rebate, if any, under Code § 148(f) in accordance with the Federal Tax Certificate, and the Issuer shall make payments to the United States of
America at the times and in the amounts determined under the Federal Tax Certificate. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Bonds and payment and satisfaction of any Rebate Amount, or provision made therefor, shall be deposited into the Bond and Interest Fund.

(c) Notwithstanding any other provision of this Bond Resolution, including in particular Article VII hereof, the obligation to pay arbitrage rebate to the United States of America and to comply with all other requirements of this Section and the Federal Tax Certificate shall survive the defeasance or payment in full of the Bonds.

Section 507. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such 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 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 Section 303 of this Bond Resolution. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or
trust company in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Bond Resolution.

ARTICLE VIII

TAX COVENANTS

Section 801. General Covenants. The Issuer covenants and agrees that it will comply with:
(a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor/CEO, Chief Financial Officer 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 Instructions 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 Instructions, 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 resolution of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

(a) extend the maturity of any payment of principal or interest due upon any Bond;

(b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Bond;

(c) permit preference or priority of any Bond over any other Bond; or

(d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Bond Resolution.

Any provision of the Bonds or of this Bond Resolution may, however, be amended or modified by resolution duly adopted by the governing body of the Issuer at any time in any legal respect with the written consent of the Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Bond Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, 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 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 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 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 resolution of the Issuer hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The Issuer shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Bond Resolution which affects the duties or obligations of the Paying Agent under this Bond Resolution.

Section 1003. Notices, Consents and Other Instruments by Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Bond Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Bond Resolution, Bonds owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Bond Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee’s right so to act with respect to such Bonds and that the pledgee is not the Issuer.

Section 1004. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Bond Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

All notices given by: (a) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax as aforesaid shall be deemed duly given as of the date of confirmation of receipt. If, because of the temporary or permanent suspension of regular mail service or for any other
reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.

Section 1005. Electronic Transactions. The issuance of the Bonds and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

Section 1006. Further Authority. The officers and officials of the Issuer, including the Mayor/CEO and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Bond Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 1007. Severability. If any section or other part of this Bond Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Bond Resolution.

Section 1008. Governing Law. This Bond Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1009. Effective Date. This Bond Resolution shall take effect and be in full force from and after its adoption by the governing body of the Issuer.
ADOPTED by the governing body of the Issuer on February 5, 2015.

(SEAL)

______________________________
Mayor/CEO

ATTEST:

______________________________
Clerk

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EXHIBIT A
(FORM OF BONDS)

REGISTERED NUMBER __ $

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF WYANDOTTE
UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY
GENERAL OBLIGATION IMPROVEMENT BOND
SERIES 2015-A

Interest Rate: 
Maturity Date: 
Dated Date: February 26, 2015
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 semiannually on February 1 and August 1 of each year, commencing August 1, 2015 (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 2015-A,” aggregating the principal amount of $[PRINCIPAL AMOUNT-A] (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. 12-631r and s, K.S.A. 12-685 et seq., K.S.A. 12-1770 et seq., and Charter Ordinance No. CO-03-09 of the Issuer, 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, in part from certain tax increments allocated and paid into a separate fund of the Unified Government under the provisions of K.S.A. 12-1770 et seq., and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer, 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 pledged for the payment of the principal of and interest on this Bond and the issue of which it is a part as the same respectively become due.

Redemption Prior to Maturity. The Bonds are subject to redemption prior to maturity, as described in the Bond Resolution.

Redemption Denominations. Whenever the Bond Registrar is to select Bonds for the purpose of redemption, it shall, in the case of Bonds in denominations greater than a minimum Authorized Denomination, if less than all of the Bonds then Outstanding are to be called for redemption, treat each minimum Authorized Denomination of face value of each such Bond as though it were a separate Bond in the denomination of a minimum Authorized Denomination.

Notice of Redemption. Notice of redemption, unless waived, shall be given by the Issuer to the State Treasurer of Kansas, the Purchaser of the Bonds and to the Bond Registrar in accordance with the Bond Resolution. The Issuer shall cause the Bond Registrar to notify each Registered Owner at the address maintained on the Bond Register, such notice to be given by mailing an official notice of redemption by first class mail at least 30 days prior to the redemption date. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall, on the redemption date,
become due and payable at the redemption price therein specified, and from and after such date (unless the Issuer defaults in the payment of the redemption price), such Bonds or portions of Bonds shall cease to bear interest.

**Book-Entry System.** The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Bond Resolution. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository’s participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Bond Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Bond, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Bond Registrar will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Bond shall be made in accordance with existing arrangements among the Issuer, the Bond Registrar and the Securities Depository.

**Transfer and Exchange.** EXCEPT AS OTHERWISE PROVIDED IN THE BOND RESOLUTION, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. This Bond may be transferred or exchanged, as provided in the Bond Resolution, only on the Bond Register kept for that purpose at the principal office of the Bond Registrar, upon surrender of this Bond, together with a written instrument of transfer or authorization for exchange satisfactory to the Bond Registrar duly executed by the Registered Owner or the Registered Owner’s duly authorized agent, and thereupon a new Bond or Bonds in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Bond Resolution and upon payment of the charges therein prescribed. The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Bonds and the cost of a reasonable supply of bond blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Bonds are issued in fully registered form in Authorized Denominations.

**Authentication.** This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the hereinafter defined Bond Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Bond Registrar.

**IT IS HEREBY DECLARED AND CERTIFIED** that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Bond have been properly done and
performed and do exist in due and regular form and manner as required by the Constitution and laws of
the State of Kansas, and that the total indebtedness of the Issuer, including this series of bonds, does not
exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed by the manual or
facsimile signature of its Mayor/CEO and attested by the manual or facsimile signature of its Clerk, and
its seal to be affixed hereeto 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 2015-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

By ________________________________

Registration Number __________________________

CERTIFICATE OF CLERK

STATE OF KANSAS )
COUNTY OF WYANDOTTE ) SS.

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 February 26, 2015.

WITNESS my hand and official seal.

(Facsimile Seal) By: ____________________________ (facsimile)
Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

RON ESTES, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Bond has been filed in the office of the State Treasurer, and that this Bond was registered in such office according to law on ________________.

WITNESS my hand and official seal.

(Seal) By: ________________________________
Treasurer of the State of Kansas
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)
[G.O. BASIC DOCUMENTS]

A. Excerpt of Minutes of Meeting approving sale, approving Ordinance/Bond Resolution
B. Ordinance
C. Bond Resolution
EXEMPLARY MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS
HELD ON FEBRUARY 5, 2015

The governing body met in regular session at the usual meeting place in the Unified Government, at 7:00, the following members being present and participating, to-wit:

__________________________________________________ ________________________

Absent: __________________________________________ __________________________

The Mayor/CEO declared that a quorum was present and called the meeting to order.

***********************

(Other Proceedings)

The Chief Financial Officer reported that pursuant to the Notice of Bond Sale heretofore duly given, bids for the purchase of Taxable General Obligation Improvement and Refunding Bonds, Series 2015-B, dated February 26, 2015, of the Unified Government had been received. A tabulation of said bids is set forth as EXHIBIT A hereto.

Thereupon, 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.

Thereupon, there was presented an Ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF TAXABLE GENERAL OBLIGATION IMPROVEMENT AND REFUNDING BONDS, SERIES 2015-B, 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.

Thereupon, Commissioner __________ moved that said Ordinance be passed. The motion was seconded by Commissioner __________. Said Ordinance was duly read and considered, and upon being put, the motion for the passage of said Ordinance was carried by the vote of the governing body, the vote being as follows:

Yea: __________________________________________________________

Nay: _____________________________
Thereupon, the Mayor/CEO declared said Ordinance duly passed and the Ordinance was then duly numbered Ordinance No. O-[-__]-15, was signed and approved by the Mayor/CEO and attested by the Clerk and was directed to be published one time in the official newspaper of the Unified Government.

Thereupon, there was presented a Resolution entitled:

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF TAXABLE GENERAL OBLIGATION IMPROVEMENT AND REFUNDING BONDS, SERIES 2015-B, OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. O-[-__]-15 OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

Thereupon, Commissioner _________ moved that said Resolution be adopted. The motion was seconded by Commissioner ___________. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: __________________________________________________________

Nay: __________________________________________________________

Thereupon, the Mayor/CEO declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. R-[-__]-15 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

(Signature Page to Excerpt of Minutes – 2015-B)
EXHIBIT A

BID TABULATION

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS
TAXABLE GENERAL OBLIGATION IMPROVEMENT AND REFUNDING BONDS
SERIES 2015-B
ORDINANCE NO. O-[__]-15

OF

THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

PASSED

FEBRUARY 5, 2015

______________________________

TAXABLE GENERAL OBLIGATION IMPROVEMENT AND REFUNDING BONDS
SERIES 2015-B
ORDINANCE NO. O-[-__]-15

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF TAXABLE GENERAL OBLIGATION IMPROVEMENT AND REFUNDING BONDS, SERIES 2015-B, 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. 75-6113 et seq., 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 settlements to be made in the Unified Government (such 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 City heretofore issued and has outstanding the Refunded Bonds and is authorized by K.S.A. 10-427 et seq., to issue general obligation refunding bonds of the City for the purpose of refunding the principal of the Refunded Bonds; and

WHEREAS, in order to achieve interest cost savings through early redemption of the Refunded Bonds, reduce debt service requirements of the City for certain years, and provide an orderly plan of finance for the City, it has become desirable and in the best interest of the City and its inhabitants to refund the Refunded Bonds; and

WHEREAS, the governing body of the Unified Government has advertised the sale of the Bonds in accordance with the law and at a meeting held in the Unified Government on this date awarded 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, including Article 12, Section 5 thereof, and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-427 et seq., K.S.A. 10-620 et seq. and K.S.A. 75-6113 et seq., all as amended and supplemented from time to time.

“Bond and Interest Fund” means the Bond and Interest Fund of the Unified Government for its general obligation bonds.

“Bond Resolution” means the resolution to be adopted by the governing body of the Unified Government prescribing the terms and details of the Bonds and making covenants with respect thereto.

“Bonds” means the Unified Government’s Taxable General Obligation Improvement and Refunding Bonds, Series 2015-B, dated February 26, 2015, 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 settlements referred to in the preamble to this Ordinance.

“Mayor/CEO” means the duly elected and acting Mayor/CEO of the Unified Government or, in the Mayor/CEO’s absence, the duly appointed and/or elected Vice Mayor/CEO or Acting Mayor/CEO of the Unified Government.

“Ordinance” means this Ordinance authorizing the issuance of the Bonds.

“Refunded Bonds” means the Series 2006-B Bonds maturing in the years 2017 to 2025, inclusive, in the aggregate principal amount of $1,985,000.

“Refunded Bonds Redemption Date” means August 1, 2016.


“State” means the State of Kansas.

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

Section 2. Authorization of the Bonds. There shall be issued and hereby are authorized and directed to be issued the Taxable General Obligation Improvement and Refunding Bonds, Series 2015-B, of the Unified Government in the principal amount of [$PRINCIPAL AMOUNT-B], 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; (c) refund the principal of the Refunded Bonds; and (d) pay a portion of the interest on the Bonds.

Section 3. Security for the Bonds. The Bonds shall be general obligations of the Unified Government payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the 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
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 in the official Unified Government newspaper.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]
PASSED by the governing body of the Unified Government on February 5, 2015 and APPROVED AND SIGNED by the Mayor/CEO.

(SEAL)  
Mayor/CEO

ATTEST:

______________________________
Clerk

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RESOLUTION NO. R-[__]-15

OF

THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

ADOPTED

FEBRUARY 5, 2015

TAXABLE GENERAL OBLIGATION IMPROVEMENT AND REFUNDING BONDS
SERIES 2015-B
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RESOLUTION NO. R-[__]-15

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF TAXABLE GENERAL OBLIGATION IMPROVEMENT AND REFUNDING BONDS, SERIES 2015-B, OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. O-[__]-15 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 heretofore 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 to 10-125, inclusive, K.S.A. 10-427 et seq., K.S.A. 10-620 et seq. and K.S.A. 75-6113 et seq., all as amended and supplemented from time to time.

“Authorized Denomination” means $5,000 or any integral multiples thereof.

“Beneficial Owner” of the Bonds includes any Owner of the Bonds and any other Person who, directly or indirectly has the investment power with respect to such Bonds.

“Bond and Interest Fund” means the Bond and Interest Fund of the Issuer for its general obligation bonds.

“Bond Counsel” means the firm of Gilmore & Bell, P.C., or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the Issuer.
“Bond Payment Date” means any date on which principal of or interest on any Bond is payable.

“Bond 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” means the Taxable General Obligation Improvement and Refunding Bonds, Series 2015-B, authorized and issued by the Issuer pursuant to the Ordinance and this Bond Resolution.

“Business Day” means a day other than a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the Legislature of the State and on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

“Cede & Co.” means Cede & Co., as nominee of DTC and any successor nominee of DTC.

“Clerk” means the duly appointed and/or elected Clerk or, in the Clerk’s absence, the duly appointed Deputy Clerk or Acting Clerk of the Issuer.

“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, 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 February 26, 2015.

“Debt Service Account” means the Debt Service Account for Taxable General Obligation Improvement and Refunding Bonds, Series 2015-B created within the Bond and Interest Fund pursuant to Section 501 hereof.

“Debt Service Requirements” means the aggregate principal payments (whether at maturity or pursuant to scheduled mandatory sinking fund redemption requirements) and interest payments on the Bonds for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

“Defaulted Interest” means interest on any Bond which is payable but not paid on any Interest Payment Date.

“Defeasance Obligations” means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or
(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) such obligations are rated in a rating category by Moody's or Standard & Poor's that is no lower than the rating category then assigned by that Rating Agency to United States Government Obligations.

“Derivative” means any investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency, futures contract, including futures, options and collateralized mortgage obligations.

“Disclosure Instructions” means the Continuing Disclosure Instructions dated as of the Issue Date, attached to the Issuer’s Closing Certificate, relating to certain obligations contained in the SEC Rule.

“DTC” means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns, including any successor securities depository duly appointed.

“DTC Representation Letter” means the Blanket Letter of Representation from the Issuer and the Paying Agent to DTC which provides for a book-entry system, or any agreement between the Issuer and Paying Agent and a successor securities depository duly appointed.


“Escrow Agreement” means the Escrow Trust Agreement, dated as of February 26, 2015, between the Issuer and the Escrow Agent.

“Escrow Fund” means the Escrow Fund for Refunded Bonds referred to in Section 501 hereof.

“Escrowed Securities” means the direct, noncallable obligations of the United States of America, as described in the Escrow Agreement.
“Event of Default” means each of the following occurrences or events:

(a) Payment of the principal and of the redemption premium, if any, of any of the Bonds shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise;

(b) Payment of any installment of interest on any of the Bonds shall not be made when the same shall become due; or

(c) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Bond Resolution (other than the covenants relating to continuing disclosure requirements contained herein and in the Disclosure Instructions) 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.

“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 and Refunding Bonds, Series 2015-B created pursuant to Section 501 hereof.

“Improvements” means the following settlements:

<table>
<thead>
<tr>
<th>ACD</th>
<th>CMIP</th>
<th>Project Name</th>
<th>Estimated Project Fund Deposit</th>
</tr>
</thead>
<tbody>
<tr>
<td>964</td>
<td>7870</td>
<td>Hawkins v. UG Settlement</td>
<td>$210,000.00</td>
</tr>
<tr>
<td>964</td>
<td>7871</td>
<td>LIUNA Settlement</td>
<td>1,520,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Series 2015-B Estimated Total Project Fund Deposit =</strong></td>
<td><strong>$1,730,000.00</strong></td>
</tr>
</tbody>
</table>

*Excludes $[_________] to be used to pay costs of issuance and capitalized interest.

“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 August 1, 2015.

“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 ADDRESS]
[PURCHASER CITY, STATE]
Fax: [__________]

(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

Standard & Poor’s Ratings Services,
a division of McGraw Hill Financial 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-[__]-15 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 Section 701 hereof; and
(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

“Owner” when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register. Whenever consent of the Owners is required pursuant to the terms of this Bond Resolution, and the Owner of the Bonds, as set forth on the Bond Register, is Cede & Co., the term Owner shall be deemed to be the Beneficial Owner of the Bonds.

“Participants” means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

“Paying Agent” means the State Treasurer, and any successors and assigns.

“Permitted Investments” shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the Issuer’s temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the Issuer is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other
obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody’s or Standard & Poor’s; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f); or (m) other investment obligations authorized by the laws of the State, all as may be further restricted or modified by amendments to applicable State law.

“Person” means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

“Purchase Price” means the principal amount of the Bonds plus accrued interest to the date of delivery[, plus a bid premium of $___________][, less an underwriting discount of $___________][, less an original issue 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.

“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 each 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 Bonds” means the Series 2006-B Bonds maturing in the years 2017 to 2025, inclusive, in the aggregate principal amount of $1,985,000.

“Refunded Bonds Paying Agent” means the paying agent for the Refunded Bonds as designated in the Refunded Bonds Resolution, and any successor or successors at the time acting as paying agent for the Refunded Bonds.

“Refunded Bonds Redemption Date” means August 1, 2016.

“Refunded Bonds Resolution” means the ordinance and resolution which authorized the Refunded Bonds.

“Replacement Bonds” means Bonds issued to the Beneficial Owners of the Bonds in accordance with Section 210 hereof.
“SEC Rule” means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as may be amended from time to time.

“Securities Depository” means, initially, DTC, and its successors and assigns.


“Series 2006-B Principal and Interest Account” means the Principal and Interest Account for the Series 2006-B Bonds.

“Special Record Date” means the date fixed by the Paying Agent pursuant to Section 204 hereof for the payment of Defaulted Interest.

“Standard & Poor's” means Standard & Poor’s Ratings Services, a division of McGraw Hill Financial Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Standard & Poor's shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

“State” means the state of Kansas.

“State Treasurer” means the duly elected Treasurer or, in the Treasurer’s absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

“Stated Maturity” when used with respect to any 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.

[“Term Bonds” means the Bonds scheduled to mature in the year 20___.]

[“____ Term Bonds” means the Bonds scheduled to mature in the year _____.]

[“20__ Term Bonds” means the Bonds scheduled to mature in the year 20___.]

[“Term Bonds” means collectively, the ____ 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.

“Verification Report” means the verification report referenced in Article V hereof relating to the sufficiency of money and obligations deposited in the Escrow Fund to be applied in accordance with the Escrow Agreement.

ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201. Authorization of the Bonds. The Bonds have been heretofore authorized and directed to be issued pursuant to the Ordinance in the principal amount of $[PRINCIPAL AMOUNT-B], for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; (b) pay Costs of Issuance; (c) refund the principal of the Refunded Bonds; and (d) pay a portion of the interest on the Bonds to the Refunded Bonds Redemption Date.

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, without option of prior redemption and payment, and shall bear interest at the rates per annum as follows:

SERIAL BONDS

<table>
<thead>
<tr>
<th>Stated Maturity</th>
<th>Principal Amount</th>
<th>Annual Rate of Interest</th>
<th>Stated Maturity</th>
<th>Principal Amount</th>
<th>Annual Rate of Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td>August 1</td>
<td></td>
<td></td>
<td>August 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2016</td>
<td></td>
<td>%</td>
<td>2021</td>
<td></td>
<td>%</td>
</tr>
<tr>
<td>2017</td>
<td></td>
<td>%</td>
<td>2022</td>
<td></td>
<td>%</td>
</tr>
<tr>
<td>2018</td>
<td></td>
<td>%</td>
<td>2023</td>
<td></td>
<td>%</td>
</tr>
<tr>
<td>2019</td>
<td></td>
<td>%</td>
<td>2024</td>
<td></td>
<td>%</td>
</tr>
<tr>
<td>2020</td>
<td></td>
<td>%</td>
<td>2025</td>
<td></td>
<td>%</td>
</tr>
</tbody>
</table>

[TERM BONDS]

<table>
<thead>
<tr>
<th>Stated Maturity</th>
<th>Principal Amount</th>
<th>Annual Rate of Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td>August 1</td>
<td>$</td>
<td>%</td>
</tr>
</tbody>
</table>

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 Internal Revenue 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 Section 303 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 Section 204 hereof.

The Issuer and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute Owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and
interest on said Bond and for all other purposes. All payments so made to any such Owner or upon the Owner’s order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Bond Registrar, the Bond Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Bond Registrar.

Section 207. Execution, Registration, Authentication and Delivery of Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be executed for and on behalf of the Issuer by the manual or facsimile signature of the Mayor/CEO, attested by the manual or facsimile signature of the Clerk, and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor/CEO and Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and to cause the Bonds to be registered in the office of the Clerk, which registration shall be evidenced by the manual or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Mayor/CEO and Clerk are hereby authorized and directed to prepare and execute the Bonds as herein specified, and when duly executed, to deliver the Bonds to the Bond Registrar for authentication.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as EXHIBIT A hereof, which shall be manually executed by an authorized officer or employee of the Bond Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Bond Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Bond Registrar. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Bond Resolution. Upon authentication, the Bond Registrar shall deliver the Bonds to the Purchaser upon instructions of the Issuer or its representative.

Section 208. Mutilated, Lost, Stolen or Destroyed Bonds. If (a) any mutilated Bond is surrendered to the Bond Registrar or the Bond Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Issuer and the Bond Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Bond Registrar that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer’s request, the Bond Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Issuer, in its discretion, may pay such Bond instead of issuing a new Bond.
Upon the issuance of any new Bond under this Section, the Issuer and the Paying Agent may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the Issuer, and shall be entitled to all the benefits of this Bond Resolution equally and ratably with all other Outstanding Bonds.

Section 209. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

Section 210. Book-Entry Bonds; Securities Depository. The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Bonds, except in the event the Bond Registrar issues Replacement Bonds as provided in this Section. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Bond Registrar authenticates and delivers Replacement Bonds to the Beneficial Owners as described in the following paragraph.

The Issuer may decide, subject to the requirements of the Operational Arrangements of DTC (or a successor Securities Depository), and the following provisions of this section to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository):

(a) If the Issuer determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds; or

(b) if the Bond Registrar receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, then the Bond Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Bond Registrar shall register in the name of and authenticate and deliver Replacement Bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Bond Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.
In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Bond Registrar, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the Issuer, the Bond Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Bond Registrar shall authenticate and cause delivery of Replacement Bonds to Owners, as provided herein. The Bond Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Bonds. The cost of printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the Issuer.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Bond Registrar receives written evidence satisfactory to the Bond Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Bond Registrar upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in an Authorized Denominations and form as provided herein.

Section 211. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Bond Resolution or on, or with respect to, said Bond. If any Bond is not presented for payment within four (4) years following the date when such Bond becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 212. Preliminary and Final Official Statement. The Issuer hereby authorizes and approves the Preliminary Official Statement. For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, 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 Rule 15c2-12(b)(1), 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 such Rule.

The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor/CEO and chief financial officer of the Issuer are hereby authorized to execute the Official Statement as so supplemented, amended and completed, and the
use and public distribution of the Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds sufficient copies of the Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(3) and (4) of the Securities and Exchange Commission and with the requirements of 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.

Section 214. Authorization of Escrow Agreement. The Issuer is hereby authorized to enter into the Escrow Agreement, and the Mayor/CEO and Clerk are hereby authorized and directed to execute the Escrow Agreement with such changes therein as such officials may deem appropriate, for and on behalf of and as the act and deed of the Issuer. The Escrow Agent is hereby authorized to carry out, on behalf of the Issuer, the duties, terms and provisions of the Escrow Agreement, and the Escrow Agent, the Purchaser and Bond Counsel are authorized to take all necessary actions for the subscription and purchase of theEscrowed Securities described therein, including the subscription for United States Treasury Securities - State and Local Government Series.

ARTICLE III

REDEMPTION OF BONDS

Section 301. No Redemption of Bonds. The Bonds shall not be subject to redemption and payment prior to their Stated Maturity.

ARTICLE IV

SECURITY FOR BONDS

Section 401. Security for the Bonds. The Bonds shall be general obligations of the Issuer payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer, excluding the incorporated areas of Bonner Springs, Edwardsville and Lake Quivira, and excluding the unincorporated area of the Issuer. The interest on that portion of the Bonds attributed to refunding the Refunded Bonds to and including the Refunded Bonds Redemption Date shall be primarily payable from the proceeds of certain Escrowed Securities and cash held in the Escrow Fund pursuant to the terms of the Escrow Trust Agreement. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 402. Levy and Collection of Annual Tax; Transfer to Debt Service Account. The governing body of the Issuer shall annually make provision for the payment of principal of, premium, if
any, and interest on the Bonds as the same become due by, to the extent necessary, levying and collecting the necessary taxes upon all of the taxable tangible property within the Issuer, excluding the incorporated areas of Bonner Springs, Edwardsville and Lake Quivira, and excluding the unincorporated area of the Issuer, in the manner provided by law.

The taxes referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the Issuer shall thereafter be transferred to the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due, taking into account any scheduled mandatory redemptions, and the fees and expenses of the Paying Agent.

If at any time said taxes are not collected in time to pay the principal of or interest on the Bonds when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the Issuer and to reimburse said general funds for money so expended when said taxes are collected.

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS
DEPOSIT AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Funds and Accounts. Simultaneously with the issuance of the Bonds, there shall be created within the Treasury of the Issuer the following Funds and Accounts:

(a) Improvement Fund for General Obligation Improvement and Refunding Bonds, Series 2015-B; and

(b) Debt Service Account for Taxable General Obligation Improvement and Refunding Bonds, Series 2015-B (within the Bond and Interest Fund).

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Bond Resolution so long as the Bonds are Outstanding.

In addition to the Funds and Accounts described above, the Escrow Agreement establishes the Escrow Fund for Refunded Bonds to be held and administered by the Escrow Agent in accordance with the provisions of the Escrow Agreement.

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) Any excess proceeds received from the sale of the Bonds shall be deposited in the Series 2006-B Principal and Interest Account and applied to payment of principal on the Series 2006-B Bonds that are not Refunded Bonds.

(b) The sum of $[___________] shall be transferred to the Escrow Agent for deposit in the Escrow Fund and applied in accordance with the Escrow Agreement.
(c) The remaining balance of the proceeds derived from the sale of the Bonds shall be deposited in the Improvement Fund.

**Section 503. Application of Moneys in the Improvement Fund.** Moneys in the Improvement Fund shall be used for the sole purpose of: (a) paying the costs of the Improvements, including any temporary financing previously issued to finance the costs of the Improvements; and (b) paying Costs of Issuance.

Upon payment of the cost of the Improvements, any surplus remaining in the Improvement Fund shall be deposited in the Debt Service Account.

**Section 504. 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 505. Deposits and Investment of Moneys.** Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such 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.

**Section 506. [RESERVED].**

**Section 507. Application of Moneys in the Escrow Fund.** Under the Escrow Agreement, the Escrow Agent will apply moneys in the Escrow Fund to purchase the Escrowed Securities and to establish...
an initial cash balance in accordance with the Escrow Agreement. The cash and Escrowed Securities held in the Escrow Fund will be applied by the Escrow Agent solely in the manner authorized by the Escrow Agreement. All money deposited with the Escrow Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in the Refunded Bond Resolution and the Escrow Agreement.

Section 508. Verification of Certified Public Accountant. Prior to or concurrently with the issuance and delivery of the Bonds and the creation of the Escrow Fund, the Issuer shall obtain a Verification Report from an independent certified public accountant that such accountant has verified the accuracy of the calculations that demonstrate that the money and obligations required to be deposited with the Escrow Agent pursuant to this Article V and the Escrow Agreement, together with the earnings to accrue thereon, will be sufficient for the timely payment of the principal of and redemption premium, if any, on the Refunded Bonds and the interest on the Bonds to the Refunded Bonds Redemption Date in accordance with the Escrow Agreement.

ARTICLE VI

DEFAULT AND REMEDIES

Section 601. Remedies. The provisions of the Bond Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Owners of the Bonds. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the Issuer and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Bond Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the Issuer, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Bonds.

Section 602. Limitation on Rights of Owners. The covenants and agreements of the Issuer contained herein and in the Bonds shall be for the equal benefit, protection, and security of the Owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Bond Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Bonds.
Section 603. Remedies Cumulative. No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Bonds by this Bond Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Bonds shall 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 Section 303 of this Bond Resolution. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Bond Resolution.
ARTICLE VIII

CONTINUING DISCLOSURE REQUIREMENTS

Section 801. Disclosure Requirements. The Mayor/CEO and Clerk are hereby authorized and directed to execute the Disclosure Instructions 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 Instructions, which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

Section 802. Failure to Comply with Continuing Disclosure Requirements. In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section. Notwithstanding any other provision of this Bond Resolution, failure of the Issuer to comply with its covenants contained in the preceding section shall not be considered an Event of Default under this Bond Resolution.

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 901. Annual Audit. Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the governing body of the Issuer shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Bond Resolution, the Issuer shall promptly cure such deficiency.

Section 902. Amendments. The rights and duties of the Issuer and the Owners, and the terms and provisions of the Bonds or of this Bond Resolution, may be amended or modified at any time in any respect by resolution of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

(a) extend the maturity of any payment of principal or interest due upon any Bond;
(b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Bond;

(c) permit preference or priority of any Bond over any other Bond; or

(d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Bond Resolution.

Any provision of the Bonds or of this Bond Resolution may, however, be amended or modified by resolution duly adopted by the governing body of the Issuer at any time in any legal respect with the written consent of the Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Bond Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to more precisely identify the Improvements, to reallocate proceeds of the Bonds among Improvements, 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 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 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 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 hereinafore provided shall not become effective until there has been filed with the Clerk a copy of the resolution of the Issuer hereinafore provided for, duly certified, as well as proof of any required consent to such modification by the Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The Issuer shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Bond Resolution which affects the duties or obligations of the Paying Agent under this Bond Resolution.

Section 903. Notices, Consents and Other Instruments by Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Bond Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within
such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Bond Resolution, Bonds owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Bond Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee’s right so to act with respect to such Bonds and that the pledgee is not the Issuer.

Section 904. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Bond Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

All notices given by: (a) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax as aforesaid shall be deemed duly given as of the date of confirmation of receipt. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.

Section 905. Electronic Transactions. The issuance of the Bonds and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

Section 906. Further Authority. The officers and officials of the Issuer, including the Mayor/CEO and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Bond Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 907. Severability. If any section or other part of this Bond Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Bond Resolution.

Section 908. Governing Law. This Bond Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 909. Effective Date. This Bond Resolution shall take effect and be in full force from and after its adoption by the governing body of the Issuer.
ADOPTED by the governing body of the Issuer on February 5, 2015.

(SEAL)

Mayor/CEO

ATTEST:

________________________
Clerk

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EXHIBIT A
(FORM OF BONDS)

REGISTERED NUMBER _

REGISTERED NUMBER __

$ Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF WYANDOTTE
UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY
TAXABLE GENERAL OBLIGATION IMPROVEMENT AND REFUNDING BOND
SERIES 2015-B

Interest Rate: Maturity Date: Dated Date: 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 semiannually on February 1 and August 1 of each year, commencing August 1, 2015 (the "Interest Payment Dates"), until the Principal Amount has been paid.

Method and Place of Payment. The principal or redemption price of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the "Paying Agent” and “Bond Registrar”). The interest payable on this Bond on any Interest Payment Date shall be paid to the person in whose name this
Bond is registered on the registration books maintained by the Bond Registrar at the close of business on the Record Date(s) for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of $500,000 or more in aggregate principal amount of Bonds by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Bonds shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Bond Resolution.

Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Bond Resolution.

Authorization of Bonds. This Bond is one of an authorized series of Bonds of the Issuer designated “Taxable General Obligation Improvement and Refunding Bonds, Series 2015-B,” aggregating the principal amount of $[PRINCIPAL AMOUNT-B] (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. 75-6113 et seq. and K.S.A. 10-427 et seq., 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 pledged for the payment of the principal of and interest on this Bond and the issue of which it is a part as the same respectively become due.

Redemption Prior to Maturity. The Bonds are not subject to redemption prior to maturity.

Book-Entry System. The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Bond Resolution. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository’s participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Bond Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Bond, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees.
of such beneficial owners. The Issuer and the Bond Registrar will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Bond shall be made in accordance with existing arrangements among the Issuer, the Bond Registrar and the Securities Depository.

Transfer and Exchange. EXCEPT AS OTHERWISE PROVIDED IN THE BOND RESOLUTION, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. This Bond may be transferred or exchanged, as provided in the Bond Resolution, only on the Bond Register kept for that purpose at the principal office of the Bond Registrar, upon surrender of this Bond, together with a written instrument of transfer or authorization for exchange satisfactory to the Bond Registrar duly executed by the Registered Owner or the Registered Owner’s duly authorized agent, and thereupon a new Bond or Bonds in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Bond Resolution and upon payment of the charges therein prescribed. The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Bonds and the cost of a reasonable supply of bond blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Bonds are issued in fully registered form in Authorized Denominations.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the hereinafter defined Bond Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Bond Registrar.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Bond have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the Issuer, including this series of bonds, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed by the manual or facsimile signature of its Mayor/CEO and attested by the manual or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

(Facsimile Seal) By: (facsimile) Mayor/CEO

ATTEST:

By: (facsimile) Clerk

A-3
CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of a series of Taxable General Obligation Improvement and Refunding Bonds, Series 2015-B, of the Unified Government of Wyandotte County/Kansas City, Kansas, described in the within-mentioned Bond Resolution.

Registration Date _____________________

Office of the State Treasurer,
Topeka, Kansas,
as Bond Registrar and Paying Agent

Registration Number ________________

By ________________________________

CERTIFICATE OF CLERK

STATE OF KANSAS )
) SS.
COUNTY OF WYANDOTTE )

The undersigned, Clerk of the Unified Government of Wyandotte County/Kansas City, Kansas, does hereby certify that the within Bond has been duly registered in my office according to law as of February 26, 2015.

WITNESS my hand and official seal.

(Facsimile Seal) By: (facsimile) Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

RON ESTES, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Bond has been filed in the office of the State Treasurer, and that this Bond was registered in such office according to law on ________________.

WITNESS my hand and official seal.

(Seal) By: ________________
Treasurer of the State of Kansas
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)
[G.O. BASIC DOCUMENTS]

A. Excerpt of Minutes of Meeting approving sale, approving Bond Resolution
B. 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 5, 2015

The governing body met in regular session at the usual meeting place in the Unified Government, at 7:00, the following members being present and participating, to-wit:

__________________________________________________ _______________________

Absent: __________________________________________ _________________________

The Mayor/CEO declared that a quorum was present and called the meeting to order.

* * * * * * * * * * * * * *

(Other Proceedings)

The Chief Financial Officer reported that pursuant to the Notice of Bond Sale, bids for the purchase of General Obligation Improvement Bonds, Series 2015-C (Wyandotte County Projects), dated February 26, 2015, of the Unified Government had been received. A tabulation of said bids is set forth as EXHIBIT A hereto.

Thereupon, 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.

Thereupon, there was presented a Resolution entitled:

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2015-C (WYANDOTTE COUNTY PROJECTS), 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; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

Thereupon, Commissioner __________ moved that said Resolution be adopted. The motion was seconded by Commissioner ___________. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: ________________________________________________________________________

Nay: ________________________________________________________________________
Thereupon, the Mayor/CEO declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. R-[__]-15 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.

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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 2015-C
(WYANDOTTE COUNTY PROJECTS)
EXHIBIT B

BID OF PURCHASER
RESOLUTION NO. R-[__]-15

OF

THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

ADOPTED

FEBRUARY 5, 2015

GENERAL OBLIGATION IMPROVEMENT BONDS
SERIES 2015-C
(WYANDOTTE COUNTY PROJECTS)
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RESOLUTION NO. R-[-__-]15

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2015-C (WYANDOTTE COUNTY PROJECTS), 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; 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 “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. 19-101a and K.S.A. 19-15,116, as amended, and other provisions of the laws of the State of Kansas applicable thereto, by proceedings duly had, the governing body of the Unified Government has authorized certain improvements to be made in the Unified Government (hereinafter defined 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 at a meeting held in the Unified Government on this date awarded the sale of such Bonds to the best bidder.

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.

“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” means the General Obligation Improvement Bonds, Series 2015-C (Wyandotte County Projects), authorized and issued by the Issuer pursuant to this Bond Resolution.

“Business Day” means a day other than a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the Legislature of the State and on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

“Cede & Co.” means Cede & Co., as nominee of DTC and any successor nominee of DTC.

“Clerk” means the duly appointed and/or elected Clerk or, in the Clerk’s absence, the duly appointed Deputy Clerk or Acting Clerk of the Issuer.


“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 February 26, 2015.

“Debt Service Account” means the Debt Service Account for General Obligation Improvement Bonds, Series 2015-C (Wyandotte County Projects) 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 Instructions” means the Continuing Disclosure Instructions dated as of the Issue Date, attached to the Issuer’s Closing Certificate, 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 Instructions) 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 2015-C (Wyandotte County Projects) created pursuant to Section 501 hereof.

“Improvements” means the following improvements and any Substitute Improvements:

<table>
<thead>
<tr>
<th>ACD</th>
<th>CMIP</th>
<th>Project Name</th>
<th>Estimated Project Fund Deposit</th>
</tr>
</thead>
<tbody>
<tr>
<td>974</td>
<td>7826</td>
<td>Emergency Radio</td>
<td>$5,013,258.25</td>
</tr>
<tr>
<td>969</td>
<td>8444</td>
<td>Communication Center Roof Replacement</td>
<td>135,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Series 2015-C Estimated Total Project Fund Deposit =</strong></td>
<td><strong>$5,148,258.25</strong></td>
</tr>
</tbody>
</table>

*Excludes $[________] to be used to pay costs of issuance and capitalized interest.

“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 August 1, 2015.

“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 ADDRESS]
[PURCHASER CITY, STATE]
Fax: [____________]

(d) To the Rating Agency(ies):

Moody’s Municipal Rating Desk
7 World Trade Center
250 Greenwich Street
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.

“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 Section 701 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 Issuer which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of
the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody’s or Standard & Poor’s; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f); or (m) other investment obligations authorized by the laws of the State, all as may be further restricted or modified by amendments to applicable State law.

“Person” means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

“Purchase Price” means the principal amount of the Bonds plus accrued interest to the date of delivery[, plus a bid premium of $___________][, less an underwriting discount of $___________][, less an original issue 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 2015-C (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 each 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 [all][a portion] of the Series 2014-III Notes maturing on March 1, 2015 in the aggregate principal amount of $5,005,000.00.

“Refunded Notes Paying Agent” means the paying agent of the Refunded Notes as designated in the Refunded Notes Resolution, and any successor or successors at the time acting as paying agent for the Refunded Notes.

“Refunded Notes Redemption Date” means March 1, 2015.
“Refunded Notes Resolution” means the 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, as may be amended from time to time.

“Securities Depository” means, initially, DTC, and its successors and assigns.


“Special Record Date” means the date fixed by the Paying Agent pursuant to Section 204 hereof for the payment of Defaulted Interest.

“Standard & Poor's” means Standard & Poor’s Ratings Services, a division of McGraw Hill Financial Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Standard & Poor's shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

“State” means the state of Kansas.

“State Treasurer” means the duly elected Treasurer or, in the Treasurer’s absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

“Stated Maturity” when used with respect to any 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 Section 504(a) hereof.

[“Term Bonds” means the Bonds scheduled to mature in the year 20__.]

[“____ Term Bonds” means the Bonds scheduled to mature in the year _____.]

[“20__ Term Bonds” means the Bonds scheduled to mature in the year 20___.]

[“Term Bonds” means collectively, the ____ 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. There shall be issued and hereby are authorized and directed to be issued the General Obligation Improvement Bonds, Series 2015-C (Wyandotte County Projects), of the Issuer in the principal amount of $[PRINCIPAL AMOUNT-C], 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:

<table>
<thead>
<tr>
<th>SERIAL BONDS</th>
<th>Principal Amount</th>
<th>Annual Rate of Interest</th>
<th>Principal Amount</th>
<th>Annual Rate of Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stated Maturity</td>
<td>August 1</td>
<td>2016</td>
<td>$_______</td>
<td>_____%</td>
</tr>
<tr>
<td></td>
<td>2017</td>
<td>_____</td>
<td>_____%</td>
<td>2024</td>
</tr>
<tr>
<td></td>
<td>2018</td>
<td>_____</td>
<td>_____%</td>
<td>2025</td>
</tr>
<tr>
<td></td>
<td>2019</td>
<td>_____</td>
<td>_____%</td>
<td>2026</td>
</tr>
<tr>
<td></td>
<td>2020</td>
<td>_____</td>
<td>_____%</td>
<td>2027</td>
</tr>
<tr>
<td></td>
<td>2021</td>
<td>_____</td>
<td>_____%</td>
<td>2028</td>
</tr>
<tr>
<td></td>
<td>2022</td>
<td>_____</td>
<td>_____%</td>
<td>2029</td>
</tr>
</tbody>
</table>

[TERM BONDS]

Stated Maturity | Principal Amount | Annual Rate of Interest |
----------------|-----------------|------------------------|
| August 1 | $_______ | _____% |

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 Section 303 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
intention to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of
Defaulted Interest pursuant to Section 204 hereof.
The Issuer and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute Owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Owner or upon the Owner’s order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Bond Registrar, the Bond Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Bond Registrar.

Section 207. Execution, Registration, Authentication and Delivery of Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be executed for and on behalf of the Issuer by the manual or facsimile signature of the Mayor/CEO, attested by the manual or facsimile signature of the Clerk, and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor/CEO and Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and to cause the Bonds to be registered in the office of the Clerk, which registration shall be evidenced by the manual or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Mayor/CEO and Clerk are hereby authorized and directed to prepare and execute the Bonds as herein specified, and when duly executed, to deliver the Bonds to the Bond Registrar for authentication.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as **EXHIBIT A** hereof, which shall be manually executed by an authorized officer or employee of the Bond Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Bond Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Bond Registrar. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Bond Resolution. Upon authentication, the Bond Registrar shall deliver the Bonds to the Purchaser upon instructions of the Issuer or its representative.

Section 208. Mutilated, Lost, Stolen or Destroyed Bonds. If (a) any mutilated Bond is surrendered to the Bond Registrar or the Bond Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Issuer and the Bond Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Bond Registrar that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer’s request, the Bond Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.
If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Issuer, in its discretion, may pay such Bond instead of issuing a new Bond.

Upon the issuance of any new Bond under this Section, the Issuer and the Paying Agent may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the Issuer, and shall be entitled to all the benefits of this Bond Resolution equally and ratably with all other Outstanding Bonds.

**Section 209. Cancellation and Destruction of Bonds Upon Payment.** All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

**Section 210. Book-Entry Bonds; Securities Depository.** The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Bonds, except in the event the Bond Registrar issues Replacement Bonds as provided in this Section. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Bond Registrar authenticates and delivers Replacement Bonds to the Beneficial Owners as described in the following paragraph.

The Issuer may decide, subject to the requirements of the Operational Arrangements of DTC (or a successor Securities Depository), and the following provisions of this section to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository):

(a) If the Issuer determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds; or

(b) if the Bond Registrar receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, then the Bond Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Bond Registrar shall register in the name of and authenticate and deliver Replacement Bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the
Bond Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Bond Registrar, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the Issuer, the Bond Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Bond Registrar shall authenticate and cause delivery of Replacement Bonds to Owners, as provided herein. The Bond Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Bonds. The cost of printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the Issuer.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Bond Registrar receives written evidence satisfactory to the Bond Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Bond Registrar upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in an Authorized Denominations and form as provided herein.

Section 211. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Bond Resolution or on, or with respect to, said Bond. If any Bond is not presented for payment within four (4) years following the date when such Bond becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 212. Preliminary and Final Official Statement. The Issuer hereby authorizes and approves the Preliminary Official Statement. For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, 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 Rule 15c2-12(b)(1), 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 such Rule.
The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor/CEO and chief financial officer of the Issuer are hereby authorized to execute the Official Statement as so supplemented, amended and completed, and the use and public distribution of the Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds sufficient copies of the Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(3) and (4) of the Securities and Exchange Commission and with the requirements of 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 2025, and thereafter, will be subject to redemption and payment prior to their Stated Maturity on August 1, 2024, 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) Term Bonds.] The 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 Term Bonds:

<table>
<thead>
<tr>
<th>Principal Amount</th>
<th>Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>$______</td>
<td>20__</td>
</tr>
</tbody>
</table>

*Final Maturity

[(b) Term Bonds.] The 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 2035 Term Bonds:

<table>
<thead>
<tr>
<th>Principal Amount</th>
<th>Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>$______</td>
<td>20__*</td>
</tr>
</tbody>
</table>

*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.

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, the State Treasurer and the Purchaser. 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 Instructions. 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 depositaries 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. 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 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 2015-C (Wyandotte County Projects);

(b) Debt Service Account for General Obligation Improvement Bonds, Series 2015-C (Wyandotte County Projects) (within the Bond and Interest Fund); and

(c) Rebate Fund for General Obligation Improvement Bonds, Series 2015-C (Wyandotte County Projects).

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; and (e) transferring any amounts to the Rebate Fund required by Section 506 hereof.

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 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 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 is approved by the governing body of the Issuer; (2) the reallocation shall not cause the proceeds of the Bonds allocated to any Improvement to exceed the Financeable Costs of the Improvement; and (3) the reallocation will not adversely affect the tax-exempt status of the Bonds under State or federal law.

Section 505. Application of Moneys in Debt Service Account. All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due and the usual and customary fees and expenses of the Bond Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Bonds and the fees and expenses of the Bond Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Bond Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Bond Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Bonds entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the Bonds shall be transferred and paid into the Bond and Interest Fund.

Section 506. Application of Moneys in the Rebate Fund.

(a) There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Federal Tax Certificate. All money at any time deposited in the Rebate Fund shall be held in trust, to the extent required to satisfy the Rebate Amount (as defined in the Federal Tax Certificate), for payment to the United States of America, and neither the Issuer nor the Owner of any
Bonds shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and the Federal Tax Certificate.

(b) The Issuer shall periodically determine the arbitrage rebate, if any, under Code § 148(f) in accordance with the Federal Tax Certificate, and the Issuer shall make payments to the United States of America at the times and in the amounts determined under the Federal Tax Certificate. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Bonds and payment and satisfaction of any Rebate Amount, or provision made therefor, shall be deposited into the Bond and Interest Fund.

(c) Notwithstanding any other provision of this Bond Resolution, including in particular Article VII hereof, the obligation to pay arbitrage rebate to the United States of America and to comply with all other requirements of this Section and the Federal Tax Certificate shall survive the defeasance or payment in full of the Bonds.

Section 507. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such 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 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 Section 303 of this Bond Resolution. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Bond Resolution.

ARTICLE VIII

TAX COVENANTS

Section 801. General Covenants. The Issuer covenants and agrees that it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor/CEO, Chief Financial Officer 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 Instructions 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 Instructions, 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 resolution of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

(a) extend the maturity of any payment of principal or interest due upon any Bond;

(b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Bond;

(c) permit preference or priority of any Bond over any other Bond; or

(d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Bond Resolution.

Any provision of the Bonds or of this Bond Resolution may, however, be amended or modified by resolution duly adopted by the governing body of the Issuer at any time in any legal respect with the written consent of the Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Bond Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, 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 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 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 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 hereinafore provided shall not become effective until there has been filed with the Clerk a copy of the resolution of the Issuer hereinafore provided for, duly certified, as well as proof of any required consent to such modification by the Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The Issuer shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Bond Resolution which affects the duties or obligations of the Paying Agent under this Bond Resolution.

Section 1003. Notices, Consents and Other Instruments by Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Bond Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Bond Resolution, Bonds owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Bond Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee’s right so to act with respect to such Bonds and that the pledgee is not the Issuer.
Section 1004. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Bond Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

All notices given by: (a) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax as aforesaid shall be deemed duly given as of the date of confirmation of receipt. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.

Section 1005. Electronic Transactions. The issuance of the Bonds and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

Section 1006. Further Authority. The officers and officials of the Issuer, including the Mayor/CEO and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Bond Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 1007. Severability. If any section or other part of this Bond Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Bond Resolution.

Section 1008. Governing Law. This Bond Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1009. Effective Date. This Bond Resolution shall take effect and be in full force from and after its adoption by the governing body of the Issuer.
ADOPTED by the governing body of the Issuer on February 5, 2015.

(SEAL)

______________________________
Mayor/CEO

ATTEST:

______________________________
Clerk

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EXHIBIT A

(FORM OF BONDS)

REGISTERED NUMBER __

REGISTERED

$ 

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation (“DTC”), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA

STATE OF KANSAS

COUNTY OF WYANDOTTE

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY

GENERAL OBLIGATION IMPROVEMENT BOND

SERIES 2015-C

(WYANDOTTE COUNTY PROJECTS)

Interest Rate: Maturity Date: Dated Date: February 26, 2015 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 semiannually on February 1 and August 1 of each year, commencing August 1, 2015 (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 2015-C (Wyandotte County Projects),” aggregating the principal amount of $[PRINCIPAL AMOUNT-C] (the “Bonds”) issued for the purposes set forth in the Resolution of the Issuer authorizing the issuance of the Bonds (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.19-101a and K.S.A. 19-15,116, 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. The full faith, credit and resources of the Issuer are hereby pledged for the payment of the principal of and interest on this Bond and the issue of which it is a part as the same respectively become due.

Redemption Prior to Maturity. The Bonds are subject to redemption prior to maturity, as described in the Bond Resolution.

Redemption Denominations. Whenever the Bond Registrar is to select Bonds for the purpose of redemption, it shall, in the case of Bonds in denominations greater than a minimum Authorized Denomination, if less than all of the Bonds then Outstanding are to be called for redemption, treat each minimum Authorized Denomination of face value of each such Bond as though it were a separate Bond in the denomination of a minimum Authorized Denomination.

Notice of Redemption. Notice of redemption, unless waived, shall be given by the Issuer to the State Treasurer of Kansas, the Purchaser of the Bonds and to the Bond Registrar in accordance with the Bond Resolution. The Issuer shall cause the Bond Registrar to notify each Registered Owner at the address maintained on the Bond Register, such notice to be given by mailing an official notice of redemption by first class mail at least 30 days prior to the redemption date. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Issuer defaults in the payment of the redemption price), such Bonds or portions of Bonds shall cease to bear interest.
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 hereinafore contained, payments of principal, redemption premium, if any, and interest on this Bond shall be made in accordance with existing arrangements among the Issuer, the Bond Registrar and the Securities Depository.

Transfer and Exchange. EXCEPT AS OTHERWISE PROVIDED IN THE BOND RESOLUTION, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. This Bond may be transferred or exchanged, as provided in the Bond Resolution, only on the Bond Register kept for that purpose at the principal office of the Bond Registrar, upon surrender of this Bond, together with a written instrument of transfer or authorization for exchange satisfactory to the Bond Registrar duly executed by the Registered Owner or the Registered Owner’s duly authorized agent, and thereupon a new Bond or Bonds in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Bond Resolution and upon payment of the charges therein prescribed. The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Bonds and the cost of a reasonable supply of bond blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Bonds are issued in fully registered form in Authorized Denominations.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the hereinafter defined Bond Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Bond Registrar.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Bond have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the Issuer, including this series of bonds, does not exceed any constitutional or statutory limitation.
IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed by the manual or facsimile signature of its Mayor/CEO and attested by the manual or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

[(Facsimile Seal)]

By: __________ (facsimile)

Mayor/CEO

ATTEST:

By: __________ (facsimile)

Clerk
CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of a series of General Obligation Improvement Bonds, Series 2015-C (Wyandotte County Projects), of the Unified Government of Wyandotte County/Kansas City, Kansas, described in the within-mentioned Bond Resolution.

Registration Date ________________________

Office of the State Treasurer,
Topeka, Kansas,
as Bond Registrar and Paying Agent

By ________________________

Registration Number ________________

CERTIFICATE OF CLERK

STATE OF KANSAS
COUNTY OF WYANDOTTE

) ) SS.

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 February 26, 2015.

WITNESS my hand and official seal.

(Facsimile Seal) By: (facsimile) Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

RON ESTES, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Bond has been filed in the office of the State Treasurer, and that this Bond was registered in such office according to law on ________________.

WITNESS my hand and official seal.

(Seal) By: ________________

Treasurer of the State of Kansas
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

____________________________________________________
(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)
[G.O. BASIC DOCUMENTS]

A. Excerpt of Minutes of Meeting approving sale, approving Ordinance/Bond Resolution
B. Ordinance
C. 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 5, 2015

The governing body met in regular session at the usual meeting place in the Unified Government, at 7:00 p.m., the following members being present and participating, to-wit:

____________________________________________________________

Absent: _____________________________________________________

The Mayor/CEO declared that a quorum was present and called the meeting to order.

* * * * * * * * * * * * * *

(Other Proceedings)

The Chief Financial Officer reported that pursuant to the Notice of Bond Sale heretofore duly given, bids for the purchase of General Obligation Refunding Bonds, Series 2015-D, dated February 26, 2015, of the Unified Government had been received. A tabulation of said bids is set forth as EXHIBIT A hereto.

Thereupon, the governing body reviewed and considered the bids and it was found and determined that the bid of [_________________], [_________________], was the best bid for the Bonds, a copy of which is attached hereto as EXHIBIT B.

Thereupon, the governing body reviewed and considered the bids and it was found and determined that the bid of [_________________], [_________________], was the best bid for the Bonds, a copy of which is attached hereto as EXHIBIT B.

Thereupon, there was presented an Ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015-D, OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, FOR THE PURPOSE OF PROVIDING FUNDS TO REFUND A PORTION OF THE CITY’S OUTSTANDING GENERAL OBLIGATION BONDS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

Thereupon, Commissioner ______________ moved that said Ordinance be passed. The motion was seconded by Commissioner ______________. Said Ordinance was duly read and considered, and upon being put, the motion for the passage of said Ordinance was carried by the vote of the governing body, the vote being as follows:

Yea: ______________________________________________________

Nay: ______________________________________________________
Thereupon, the Mayor/CEO declared said Ordinance duly passed and the Ordinance was then duly numbered Ordinance No. O-[-__]-15, was signed and approved by the Mayor/CEO and attested by the Clerk and was directed to be published one time in the official newspaper of the Unified Government.

Thereupon, there was presented a Resolution entitled:

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015-D, OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. O-[-__]-15 OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

Thereupon, Commissioner _________________ moved that said Resolution be adopted. The motion was seconded by Commissioner _________________. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: _____________________________________________

Nay: _____________________________________________

Thereupon, the Mayor/CEO declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. R-[-__]-15 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
EXHIBIT B

(BID OF PURCHASER)
ORDINANCE NO. O-[__]-15

OF

THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

PASSED
FEBRUARY 5, 2015

GENERAL OBLIGATION REFUNDING BONDS
SERIES 2015-D
ORDINANCE NO. O-[__]-15

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015-D, OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, FOR THE PURPOSE OF PROVIDING FUNDS TO REFUND A PORTION OF THE CITY’S OUTSTANDING GENERAL OBLIGATION BONDS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

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

WHEREAS, the Unified Government heretofore issued and has outstanding the Refunded Bonds and is authorized by K.S.A. 10-427 et seq. to issue general obligation refunding bonds of the Unified Government for the purpose of refunding the Refunded Bonds; and

WHEREAS, in order to achieve interest cost savings through early redemption of the Refunded Bonds, reduce debt service requirements of the Unified Government for certain years, and provide an orderly plan of finance for the Unified Government, it has become desirable and in the best interest of the Unified Government and its inhabitants to refund the Refunded Bonds; and

WHEREAS, the governing body of the Unified Government has advertised the sale of the Bonds in accordance with the law and at a meeting held in the Unified Government on this date awarded 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 to 10-125, inclusive, K.S.A. 10-427 et seq., and K.S.A. 10-620 et seq., all as amended and supplemented from time to time.
“Bond and Interest Fund” means the Bond and Interest Fund of the Unified Government for its general obligation bonds.

“Bond Resolution” means the resolution to be adopted by the governing body of the Unified Government prescribing the terms and details of the Bonds and making covenants with respect thereto.


“Clerk” means the duly appointed and acting Clerk of the Unified Government or, in the Clerk’s absence, the duly appointed Deputy, Assistant or Acting Clerk.

“Mayor/CEO” means the duly elected and acting Mayor/CEO of the Unified Government or, in the Mayor/CEO’s absence, the duly appointed and/or elected Vice Mayor/CEO or Acting Mayor/CEO of the Unified Government.

“Ordinance” means this Ordinance authorizing the issuance of the Bonds.

“Refunded Bonds” means the Series 2006-A Bonds maturing in the years 2015 to 2025, inclusive, in the aggregate principal amount of $18,210,000.


“State” means the State of Kansas.

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

Section 2. Authorization of the Bonds. There shall be issued and hereby are authorized and directed to be issued the General Obligation Refunding Bonds, Series 2015-D, of the Unified Government in the principal amount of $21,955,000, for the purpose of providing funds to: (a) refund the Refunded Bonds and (b) pay costs of issuance of the Bonds.

Section 3. Security for the Bonds. The Bonds shall be general obligations of the Unified Government payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Unified Government, excluding the incorporated areas of Bonner Springs, Edwardsville and Lake Quivira, and excluding the unincorporated area of the Unified Government. The full faith, credit and resources of the Unified Government 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 in the official Unified Government newspaper.

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PASSED by the governing body of the Unified Government on February 5, 2015 and APPROVED AND SIGNED by the Mayor/CEO.

(SEAL)  

______________________________  
Mayor/CEO

ATTEST:

______________________________  
Clerk

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RESOLUTION NO. R-[__]-15

OF

THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

ADOPTED

FEBRUARY 5, 2015

GENERAL OBLIGATION REFUNDING BONDS
SERIES 2015-D
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RESOLUTION NO. R-[__]-15

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015-D, OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. O-[__]-15 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 heretofore passed the Ordinance authorizing the issuance of the Bonds; and

WHEREAS, the Ordinance authorized the governing body of the Issuer to adopt a resolution prescribing certain details and conditions and to make certain covenants with respect to the issuance of the Bonds; and

WHEREAS, in order to provide for the payment of the Refunded Bonds it is desirable to enter into the Escrow Agreement, by and between the Issuer and the Escrow Agent.

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 to 10-125, inclusive, K.S.A. 10-427 et seq., and K.S.A. 10-620 et seq. all as amended and supplemented from time to time.

“Authorized Denomination” means $5,000 or any integral multiples thereof.

“Beneficial Owner” of the Bonds includes any Owner of the Bonds and any other Person who, directly or indirectly has the investment power with respect to such Bonds.

“Bond and Interest Fund” means the Bond and Interest Fund of the Issuer for its general obligation bonds.
“Bond Counsel” means the firm of Gilmore & Bell, P.C., or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the Issuer.

“Bond Payment Date” means any date on which principal 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” means the General Obligation Refunding Bonds, Series 2015-D, authorized and issued by the Issuer pursuant to the Ordinance and this Bond Resolution.

“Business Day” means a day other than a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the Legislature of the State and on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

“Cede & Co.” means Cede & Co., as nominee of DTC and any successor nominee of DTC.

“Clerk” means the duly appointed and/or elected Clerk or, in the Clerk’s absence, the duly appointed Deputy Clerk or Acting Clerk of the Issuer.


“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.

“Costs of Issuance Account” means the Costs of Issuance Account for General Obligation Refunding Bonds, Series 2015-D created pursuant to Section 501 hereof.

“Dated Date” means February 26, 2015.

“Debt Service Account” means the Debt Service Account for General Obligation Refunding Bonds, Series 2015-D 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) the obligations are rated in the highest rating category by Moody’s (presently “Aaa”) or Standard & Poor’s (presently “AAA”).

“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 Instructions” means the Continuing Disclosure Instructions dated as of the Issue Date, attached to the Issuer’s Closing Certificate.

“DTC” means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns, including any successor securities depository duly appointed.

“DTC Representation Letter” means the Blanket Letter of Representation from the Issuer and the Paying Agent to DTC which provides for a book-entry system, or any agreement between the Issuer and Paying Agent and a successor securities depository duly appointed.

“Escrow Agreement” means the Escrow Trust Agreement, dated as of February 26, 2015, between the Issuer and the Escrow Agent.

“Escrow Fund” means the Escrow Fund for Refunded Bonds referred to in Section 501 hereof.

“Escrowed Securities” means the direct, noncallable obligations of the United States of America, as described in the Escrow Agreement.

“Event of Default” means each of the following occurrences or events:

(a) Payment of the principal and of the redemption premium, if any, of any of the Bonds shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise;

(b) Payment of any installment of interest on any of the Bonds shall not be made when the same shall become due; or

(c) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Bond Resolution (other than the covenants relating to continuing disclosure requirements contained herein and in the Disclosure Instructions) on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Owner of any of the Bonds then Outstanding.

“Federal Tax Certificate” means the Issuer’s Federal Tax Certificate dated as of the Issue Date, as the same may be amended or supplemented in accordance with the provisions thereof.

“Fiscal Year” means the twelve month period ending on December 31.

“Funds and Accounts” means funds and accounts created pursuant to or referred to in Section 501 hereof.

“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 August 1, 2015.

“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]
Fax: [____________]

(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

Standard & Poor’s, a division of
The McGraw-Hill Companies
55 Water Street, 38th Floor
New York, New York  10004

(e) To the Escrow Agent at:

Security Bank of Kansas City
Corporate Trust Department
701 Minnesota Avenue
Suite 206, P.O. Box 171297
Kansas City, Kansas 66117
Fax: (913) 279-7960

or such other address as is furnished in writing to the other parties referenced herein.

“Notice Representative” means:
(a) With respect to the Issuer, the Clerk.

(b) With respect to the Bond Registrar and Paying Agent, the Director of Bond Services.

(c) With respect to any Purchaser, the manager of its Municipal Bond Department.

(d) With respect to any Rating Agency, any Vice President thereof.

(e) With respect to the Escrow Agent, the Manager of the Corporate Trust Department.

"Official Statement" means the Issuer’s Official Statement relating to the Bonds.

"Ordinance" means Ordinance No. O-[-__]-15 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 Section 701 hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

"Owner" when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register. Whenever consent of the Owners is required pursuant to the terms of this Bond Resolution, and the Owner of the Bonds, as set forth on the Bond Register, is Cede & Co., the term Owner shall be deemed to be the Beneficial Owner of the Bonds.

"Participants" means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

"Paying Agent" means the State Treasurer, and any successors and assigns.

"Permitted Investments" shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the Issuer’s temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the Issuer is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody’s or Standard & Poor’s; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or
(f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f), all as may be further restricted or modified by amendments to applicable State law.

“Person” means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

“Purchase Price” means the principal amount of the Bonds plus accrued interest to the date of delivery, [plus a bid premium of $______________][, less an underwriting discount of $______________][, less an original issue 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 Refunding Bonds, Series 2015-D 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.

“Refunded Bonds” means the Series 2006-A Bonds maturing in the years 2015 to 2025, inclusive, in the aggregate principal amount of $18,210,000.

“Refunded Bonds Paying Agent” means the paying agent for the Refunded Bonds as designated in the Refunded Bonds Resolution, and any successor or successors at the time acting as paying agent of the Refunded Bonds.

“Refunded Bonds Redemption Date” means August 1, 2016.

“Refunded Bonds Resolution” means the ordinance and resolution which authorized the Refunded Bonds.

“Replacement Bonds” means Bonds issued to the Beneficial Owners of the Bonds in accordance with Section 210 hereof.

“SEC Rule” means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as may be amended from time to time.

“Securities Depository” means, initially, DTC, and its successors and assigns.

“Series 2006-A Principal and Interest Account” means the Principal and Interest Account for the Series 2006-A Bonds.

“Special Record Date” means the date fixed by the Paying Agent pursuant to Section 204 hereof for the payment of Defaulted Interest.

“Standard & Poor’s” means Standard & Poor’s Ratings Services, a Division of McGraw-Hill Financial, Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Standard & Poor’s shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

“State” means the state of Kansas.

“State Treasurer” means the duly elected Treasurer or, in the Treasurer’s absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

“Stated Maturity” when used with respect to any 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.

[ “Term Bonds” means the Bonds scheduled to mature in the year 2025.]

[ “____ Term Bonds” means the Bonds scheduled to mature in the year _____.]

[ “2025 Term Bonds” means the Bonds scheduled to mature in the year 2025.]

[ “Term Bonds” means collectively, the ____ Term Bonds and the 2025 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.

“Verification Report” means the verification report referenced in Section 508 hereof relating to the sufficiency of money and obligations deposited in the Escrow Fund to be applied in accordance with the Escrow Agreement.
ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201. Authorization of the Bonds. The Bonds have been heretofore authorized and directed to be issued pursuant to the Ordinance in the principal amount of $21,955,000 for the purpose of providing funds to: (a) refund the Refunded Bonds; and (b) pay Costs of Issuance.

Section 202. Description of the Bonds. The Bonds shall consist of fully registered bonds in an Authorized Denomination, and shall be numbered in such manner as the Bond Registrar shall determine. All of the Bonds shall be dated as of the Dated Date, shall become due in the amounts, on the Stated Maturities, without option of prior redemption and payment, and shall bear interest at the rates per annum as follows:

<table>
<thead>
<tr>
<th>SERIAL BONDS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maturity Date (August 1)</td>
</tr>
<tr>
<td>--------------------------</td>
</tr>
<tr>
<td>2015</td>
</tr>
<tr>
<td>2016</td>
</tr>
<tr>
<td>2017</td>
</tr>
<tr>
<td>2018</td>
</tr>
<tr>
<td>2019</td>
</tr>
<tr>
<td>2020</td>
</tr>
</tbody>
</table>

[TERM BONDS]

Stated Maturity August 1 | Principal Amount | Annual Rate of Interest $_______ _____%]

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 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 Section 204 hereof.

The Issuer and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute Owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Owner or upon the Owner’s order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Bond Registrar, the Bond Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Bond Registrar.
Section 207. Execution, Registration, Authentication and Delivery of Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be executed for and on behalf of the Issuer by the manual or facsimile signature of the Mayor/CEO, attested by the manual or facsimile signature of the Clerk, and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor/CEO and Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and to cause the Bonds to be registered in the office of the Clerk, which registration shall be evidenced by the manual or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Mayor/CEO and Clerk are hereby authorized and directed to prepare and execute the Bonds as herein specified, and when duly executed, to deliver the Bonds to the Bond Registrar for authentication.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as EXHIBIT A hereof, which shall be manually executed by an authorized officer or employee of the Bond Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Bond Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Bond Registrar. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Bond Resolution. Upon authentication, the Bond Registrar shall deliver the Bonds to the Purchaser upon instructions of the Issuer or its representative.

Section 208. Mutilated, Lost, Stolen or Destroyed Bonds. If (a) any mutilated Bond is surrendered to the Bond Registrar or the Bond Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Issuer and the Bond Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Bond Registrar that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer’s request, the Bond Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Issuer, in its discretion, may pay such Bond instead of issuing a new Bond.

Upon the issuance of any new Bond under this Section, the Issuer and the Paying Agent may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the Issuer, and shall be entitled to all the benefits of this Bond Resolution equally and ratably with all other Outstanding Bonds.
Section 209. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

Section 210. Book-Entry Bonds; Securities Depository. The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Bonds, except in the event the Bond Registrar issues Replacement Bonds as provided in this Section. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Bond Registrar authenticates and delivers Replacement Bonds to the Beneficial Owners as described in the following paragraph.

The Issuer may decide, subject to the requirements of the Operational Arrangements of DTC (or a successor Securities Depository), and the following provisions of this section to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository):

(a) If the Issuer determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds; or

(b) if the Bond Registrar receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, then the Bond Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Bond Registrar shall register in the name of and authenticate and deliver Replacement Bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Bond Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Bond Registrar, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the Issuer, the Bond Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Bond Registrar shall authenticate and cause delivery of Replacement Bonds to Owners, as provided herein. The Bond Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Bonds. The
cost of printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the Issuer.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Bond Registrar receives written evidence satisfactory to the Bond Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Bond Registrar upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in an Authorized Denominations and form as provided herein.

**Section 211. Nonpresentment of Bonds.** If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Bond Resolution or on, or with respect to, said Bond. If any Bond is not presented for payment within four (4) years following the date when such Bond becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

**Section 212. Preliminary and Final Official Statement.** For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, 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 Rule 15c2-12(b)(1), 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 such Rule.

The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor/CEO and chief financial officer of the Issuer are hereby authorized to execute the Official Statement as so supplemented, amended and completed, and the use and public distribution of the Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds sufficient copies of the Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(3) and (4) of the Securities and Exchange Commission and with the requirements of 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.

Section 214. Authorization of Escrow Agreement. The Issuer is hereby authorized to enter into the Escrow Agreement, and the Mayor and Clerk are hereby authorized and directed to execute the Escrow Agreement with such changes therein as such officials may deem appropriate, for and on behalf of and as the act and deed of the Issuer. The Escrow Agent is hereby authorized to carry out, on behalf of the Issuer, the duties, terms and provisions of the Escrow Agreement, and the Escrow Agent, the Purchaser and Bond Counsel are authorized to take all necessary actions for the subscription and purchase of the Escrowed Securities described therein, including the subscription for United States Treasury Securities - State and Local Government Series.

ARTICLE III

REDEMPTION OF BONDS

Section 301. No Redemption of Bonds. The Bonds shall not be subject to redemption and payment prior to their Stated Maturity.

ARTICLE IV

SECURITY FOR BONDS

Section 401. Security for the Bonds. The Bonds shall be general obligations of the Issuer payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer, excluding the incorporated areas of Bonner Springs, Edwardsville and Lake Quivira, and excluding the unincorporated area of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 402. Levy and Collection of Annual Tax; Transfer to Debt Service Account. The governing body of the Issuer shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by, to the extent necessary, levying and collecting the necessary taxes upon all of the taxable tangible property within the Issuer, excluding the incorporated areas of Bonner Springs, Edwardsville and Lake Quivira, and excluding the unincorporated area of the Issuer in the manner provided by law.

The taxes referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the Issuer shall thereafter be transferred to the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due, taking into account any scheduled mandatory redemptions, and the fees and expenses of the Paying Agent.
If at any time said taxes are not collected in time to pay the principal of or interest on the Bonds when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the Issuer and to reimburse said general funds for money so expended when said taxes are collected.

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS
DEPOSIT AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Funds and Accounts. Simultaneously with the issuance of the Bonds, there shall be created within the Treasury of the Issuer the following Funds and Accounts:

(a) Debt Service Account for General Obligation Refunding Bonds, Series 2015-D (within the Bond and Interest Fund); and

(b) Rebate Fund for General Obligation Refunding Bonds, Series 2015-D; and

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Bond Resolution so long as the Bonds are Outstanding.

In addition to the Funds and Accounts described above, the Escrow Agreement establishes the following Funds and Accounts to be held and administered by the Escrow Agent in accordance with the provisions of the Escrow Agreement:

(a) Escrow Fund for Refunded Bonds; and

(b) Costs of Issuance Account for General Obligation Refunding Bonds, Series 2015-D.

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) Any excess proceeds received from the sale of the Bonds shall be deposited in the Series 2006-A Principal and Interest Account and applied to payment of principal on Series 2006-A Bonds that are not Refunded Bonds.

(b) The sum of $[__________] shall be transferred to the Escrow Agent, for deposit in the Costs of Issuance Account and applied in accordance with the Escrow Agreement.

(c) The remaining balance of the proceeds derived from the sale of the Bonds shall be deposited in the Escrow Fund and applied in accordance with the Escrow Agreement.

Section 503. Application of Moneys in Debt Service Account. All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due and the usual and customary fees and expenses of the Bond Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Bonds and the fees and expenses of the Bond Registrar and
Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Bond Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Bond Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Bonds entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the Bonds shall be transferred and paid into the Bond and Interest Fund.

Section 504. 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 505. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such 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 other than the Escrow Fund 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.
Section 506. Application of Moneys in the Costs of Issuance Account. Moneys in the Costs of Issuance Account shall be used by the Escrow Agent to pay the Costs of Issuance. Any funds remaining in the Costs of Issuance Account, after payment of all Costs of Issuance, but not later than the later of 30 days prior to the first Stated Maturity of principal or one year after the date of issuance of the Bonds, shall be transferred to the Issuer for deposit into the Debt Service Account.

Section 507. Application of Moneys in the Escrow Fund. Under the Escrow Agreement, the Escrow Agent will apply moneys in the Escrow Fund to purchase the Escrowed Securities and to establish an initial cash balance in accordance with the Escrow Agreement. The cash and Escrowed Securities held in the Escrow Fund will be applied by the Escrow Agent solely in the manner authorized by the Escrow Agreement. All money deposited with the Escrow Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in the Refunded Bond Resolution and the Escrow Agreement.

Section 508. Verification of Certified Public Accountant. Prior to or concurrently with the issuance and delivery of the Bonds and the creation of the Escrow Fund, the Issuer shall obtain a Verification Report from an independent certified public accountant that such accountant has verified the accuracy of the calculations that demonstrate that the money and obligations required to be deposited with the Escrow Agent pursuant to Section 502 of this Bond Resolution and the Escrow Agreement, together with the earnings to accrue thereon, will be sufficient for the timely payment of the principal of, redemption premium, if any, and interest on the Refunded Bonds in accordance with the Escrow Agreement.

ARTICLE VI
DEFAULT AND REMEDIES

Section 601. Remedies. The provisions of the Bond Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Owners of the Bonds. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the Issuer and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Bond Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the Issuer, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Bonds.

Section 602. Limitation on Rights of Owners. The covenants and agreements of the Issuer contained herein and in the Bonds shall be for the equal benefit, protection, and security of the Owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, date of maturity and
right of prior redemption as provided in this Bond Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Bonds.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Bonds by this Bond Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Bonds shall 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 Section 303 of this Bond Resolution. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Bond Resolution.
ARTICLE VIII

TAX COVENANTS

Section 801. General Covenants. The Issuer covenants and agrees that it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor/CEO, Chief Financial Officer 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 Instructions 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 Instructions, 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 resolution of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

(a) extend the maturity of any payment of principal or interest due upon any Bond;

(b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Bond;

(c) permit preference or priority of any Bond over any other Bond; or

(d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Bond Resolution.

Any provision of the Bonds or of this Bond Resolution may, however, be amended or modified by resolution duly adopted by the governing body of the Issuer at any time in any legal respect with the written consent of the Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Bond Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, 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 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 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 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 resolution of the Issuer hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The Issuer shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Bond Resolution which affects the duties or obligations of the Paying Agent under this Bond Resolution.

Section 1003. Notices, Consents and Other Instruments by Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Bond Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Bond Resolution, Bonds owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Bond Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee’s right so to act with respect to such Bonds and that the pledgee is not the Issuer.

Section 1004. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Bond Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

All notices given by: (a) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax as aforesaid shall be deemed duly given as of the date of confirmation of receipt. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.
Section 1005. Electronic Transactions. The issuance of the Bonds and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

Section 1006. Further Authority. The officers and officials of the Issuer, including the Mayor/CEO and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Bond Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 1007. Severability. If any section or other part of this Bond Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Bond Resolution.

Section 1008. Governing Law. This Bond Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1009. Effective Date. This Bond Resolution shall take effect and be in full force from and after its adoption by the governing body of the Issuer.

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ADOPTED by the governing body of the Issuer on February 5, 2015.

(SEAL)

ATTEST:

__________________________
Mayor/CEO

__________________________
Clerk

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EXHIBIT A

(FORM OF BONDS)

REGISTERED NUMBER __

REGISTERED NUMBER __

$ __

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 REFUNDING BOND
SERIES 2015-D

Interest Rate: __%
Maturity Date: __
Dated Date: __
CUSIP: __

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the Unified Government of Wyandotte County/Kansas City, Kansas in the County of Wyandotte, State of Kansas (the “Issuer”), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, 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, 2014 (the “Interest Payment Dates”), until the Principal Amount has been paid.

Method and Place of Payment. The principal of this Bond shall be paid at maturity to the person in whose name this Bond is registered at the maturity 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 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 Refunding Bonds, Series 2015-D,” aggregating the principal amount of $21,955,000 (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. 10-427 et seq., 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 pledged for the payment of the principal of and interest on this Bond and the issue of which it is a part as the same respectively become due.

Redemption Prior to Maturity. The Bonds are not subject to redemption prior to maturity.

Book-Entry System. The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Bond Resolution. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository’s participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Bond Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Bond, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Bond Registrar will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the
Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Bond shall be made in accordance with existing arrangements among the Issuer, the Bond Registrar and the Securities Depository.

Transfer and Exchange. EXCEPT AS OTHERWISE PROVIDED IN THE BOND RESOLUTION, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. This Bond may be transferred or exchanged, as provided in the Bond Resolution, only on the Bond Register kept for that purpose at the principal office of the Bond Registrar, upon surrender of this Bond, together with a written instrument of transfer or authorization for exchange satisfactory to the Bond Registrar duly executed by the Registered Owner or the Registered Owner’s duly authorized agent, and thereupon a new Bond or Bonds in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Bond Resolution and upon payment of the charges therein prescribed. The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Bonds and the cost of a reasonable supply of bond blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Bonds are issued in fully registered form in Authorized Denominations.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the hereinafter defined Bond Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Bond Registrar.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Bond have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the Issuer, including this series of bonds, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed by the manual or facsimile signature of its Mayor/CEO and attested by the manual or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

(Facsimile Seal) By: __________ (facsimile) __________________
Mayor/CEO

ATTEST:

By: __________ (facsimile) __________________
Clerk
CERTIFICATE OF CLERK

STATE OF KANSAS  )
COUNTY OF WYANDOTTE  ) SS.

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 February 26, 2015.

WITNESS my hand and official seal.

(Facsimile Seal) By: (facsimile) Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

RON ESTES, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Bond has been filed in the office of the State Treasurer, and that this Bond was registered in such office according to law on ________________.

WITNESS my hand and official seal.

(Seal) By: Treasurer of the State of Kansas

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of a series of General Obligation Refunding Bonds, Series 2015-D, of the Unified Government of Wyandotte County/Kansas City, Kansas described in the within-mentioned Bond Resolution.

Registration Date ________________

Office of the State Treasurer,
Topeka, Kansas,
as Bond Registrar and Paying Agent

By __________________________

Registration Number ________________
BOND ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer to

___________________________________________________
(Name and Address)

___________________________________________________
(Social Security or Taxpayer Identification No.)

the Bond to which this assignment is affixed in the outstanding principal amount of $___________, standing in the name of the undersigned on the books of the Bond Registrar. The undersigned do(es) hereby irrevocably constitute and appoint _____________ as agent to transfer said Bond on the books of said Bond Registrar with full power of substitution in the premises.

Dated __________________________
Name

_______________________________
Social Security or Taxpayer Identification No.

_______________________________
Signature (Sign here exactly as name(s) appear on the face of Certificate)

Signature guarantee:

By ______________________________

LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of such Bonds:

GILMORE & BELL, P.C.
Attorneys at Law
2405 Grand Boulevard
Suite 1100
Kansas City, Missouri  64108

(PRINTED LEGAL OPINION)
Approved as part of the 2015 CMIP Budget was a project to construct a facility that would house Fire Maintenance and Supply, and the Water Pollution Control (WPC) Sewer Maintenance Construction, Sewer Maintenance Operations & Maintenance, WPC Records and Mapping, and Pump Station Operations and Maintenance. These two operational groups would share a pre-existing U.G. owned site, but not share the same structure. Specifically, the FD structure will be designed to serve as a FD vehicle maintenance facility, as well as for storage of consumable items and safety gear. The WPC facility will serve as a day-to-day operation center, replacing the 61 Market Street facility that is currently inadequate in space and in a non-central location. As part of the design/build process, a needs and site analysis was performed by the design/build team with additional evaluation of the facility needs. It has been determined that the scope of the project should be increased in order to meet the needs of the users. Therefore, the project is on hold while we evaluate our options.

Action Requested:
Options will be presented and discussed.

Budget Impact: (if applicable)
Amount: $
Source:
☑ Included In Budget
- Current authorization is $1 million debt for the Fire Dept. and $3.2 million for Sewer debt.
☐ Other (explain)
RESOLUTION NO. ____________

A RESOLUTION AMENDING THE 2015 CMIP BUDGET TO AUTHORIZE CONSTRUCTION AND TO PROVIDE ADDITIONAL FUNDING FOR OFFICE, MAINTENANCE AND STORAGE FACILITIES FOR THE FIRE DEPARTMENT AND WATER POLLUTION CONTROL DIVISION.

WHEREAS, the Unified Government has determined it appropriate to combine at a single site the construction of the office, maintenance and storage facilities necessary for the Fire Department and the Water Pollution Control Division; and

WHEREAS, on February 5, 2009, the Unified Government adopted Resolution No. R-28-09, authorizing $1,000,000 for the Fire Department Maintenance and Storage Facility CMIP 973-9232 improvements (the “Improvements”); and

WHEREAS, on November 21, 2013, the Unified Government adopted Resolution No. R-114-13 authorizing $3,200,000 for the Relocation of Sewer, Office, Storage and Maintenance Facilities, CMIP 963-6039 improvements (the “Improvements”); and

WHEREAS, the estimated cost of the combined construction of the Improvements is now estimated to be $6,000,000 which requires amendment of the 2015 CMIP budget, as well as future amendments of resolutions R-28-09 and R-114-13 to obtain the additional funds.

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

Section 1. The Unified Government hereby authorizes construction of the Improvements and directs the County Administrator to execute any contracts, agreements, or documents, and to take any action necessary to commence construction in 2015, and to complete said Improvements.

Section 2. The Unified Government expects to make capital expenditures in connection with the Improvements and intends to reimburse itself for such expenditures with the proceeds of general obligation bonds and/or temporary notes in a total amount not to exceed $6,000,000, plus capitalized interest and costs of issuance.

PASSED by the Governing Body on _________________, 2015 and APPROVED by the Mayor.

(Seal)

________________________________________
Mayor/CEO

ATTEST:

________________________________________
Unified Government Clerk