Unified Government of Wyandotte County and Kansas City, Kansas

Board of Commissioners

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

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Webinar ID: 869 7107 6459

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

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AGENDA

Thursday, November 5, 2026
5:00 PM

1. PROCLAMATIONS (STARTING AT 5:00 PM)

1.1 **PROCLAMATION: STOMACH CANCER AWARENESS MONTH**
Synopsis: A proclamation proclaiming November 2026 as Stomach Cancer Awareness Month.
Tracking #: 21800

1.2 **PROCLAMATION: HONOR AND REMEMBRANCE OF MAKIH FRANKLIN**
Synopsis: A proclamation honoring Makih's life, cherishing the memories he created, and extending our heartfelt sympathy to his mother, family, friends, and all who continue to carry his love and memory with them.
Tracking #: 211063

2. CALL TO ORDER/ROLL CALL (ESTIMATED TO BEGIN AT 5:30 PM)

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. REVISIONS TO AGENDA

6. PUBLIC ANNOUNCEMENTS

7. MAYOR'S AGENDA

7.1 PRESENTATION: AMERICAN RESCUE PLAN ACT (ARPA)

Synopsis: Presentations highlighting recipients and projects from the American Rescue Plan Act (ARPA) funding.

1. Young Women on the Move - Mary Beth Gentry, Executive Director
2. KU Medical Center Project Eagle - Lisa London, Director
3. Village Initiative - Randy George, Executive Director

For Information Only
Tracking #: 211078

8. CONSENT AGENDA

Consent Agenda items will be acted upon by one motion unless a member of the Commission or Administrator requests an item be set aside for discussion and separate action.

8.1 RESOLUTION: AUTHORIZING THE FIRE DEPARTMENT TO ENTER INTO AN INSTALLMENT PURCHASE AGREEMENT FOR EMS EQUIPMENT

Synopsis: Adopt a resolution authorizing the Fire Department's EMS Division to enter into an installment purchase agreement with Zoll Medical Corporation to purchase automated resuscitation equipment.

*On October 12, 2026, the **Public Works and Safety Standing Committee**, chaired by Commissioner Kump, voted unanimously to approve and forward to the Board of Commissioners meeting.*
Tracking #: 21963

8.2 RESOLUTION: FISCAL YEAR 2026 STOPPING THREATS ON PEDESTRIANS COMPETITIVE GRANT PROGRAM (BOLLARDS)

Synopsis: Adoption of a resolution to accept an award through the U.S. Department of Transportation Federal Highway Administration for the Stopping Threats on Pedestrians Competitive Grant Program. The requested funding amount is $4,877,000. There is no match required by the Unified Government. The department is seeking retroactive approval. The administration authorized the filing of the application.

*On October 12, 2026, the **Public Works and Safety Standing Committee**, chaired by Commissioner Kump, voted unanimously to approve and forward to the Board of Commissioners meeting.*
Tracking #: 21964

8.3 **RESOLUTION: HEALTH INITIATIVE GRANT**

Synopsis: Adopt a resolution to submit and accept the Health Initiative Grant. No match is required by the Unified Government. The department is seeking retroactive approval. The administration authorized the filing of the application.

*On October 12, 2026, the **Administration and Human Services Standing Committee**, chaired by Commissioner Ramirez, voted unanimously to approve and forward to the Board of Commissioners meeting.*

Tracking #: 21990

8.4 **APPOINTMENT: BOARDS AND COMMISSIONS**

Synopsis: **Landmarks Commission**
Appointment of Matt Watkins, Term: 11/5/26 to 12/15/29, submitted by Commissioner Pacheco

Library Board:
Appointment of Dannetta Pappert, Term: 11/5/26 through 12/15/29, submitted by Mayor Watson
Appointment of Pat Pettey, Term: 11/5/26 through 12/15/29, submitted by Commissioner Davis

Tracking #: 211057

8.5 **MINUTES**

Synopsis: Minutes from the Regular Session meeting on September 17, 2026, and the special meetings on October 5 and 7, 2026.

Tracking #: MINUTES

8.6 **WEEKLY BUSINESS**

Synopsis: Weekly business materials dated September 3, September 24, and October 1, 2026.

Tracking #: WEEKLY BUSINESS

9. PUBLIC HEARING AGENDA

10. EXECUTIVE SESSION

10.1 **EXECUTIVE SESSION: The governing body will adjourn into executive session regarding consultation with counsel on matters that would be deemed privileged in an attorney-client relationship, such as litigation or claims against the city. The executive session portion of the meeting is closed to the public under the Kansas Open Meetings Act.**

Tracking #: 211086

10.2 **EXECUTIVE SESSION: The governing body will adjourn into executive session regarding consultation with an attorney on matters that would be deemed privileged in an attorney-client relationship. The executive session portion of the meeting is closed to the public under the Kansas Open Meetings Act.**

Tracking #: 211088

11. MAYOR'S AGENDA

11.1 **CHARTER ORDINANCE/CHARTER RESOLUTION: RESCIND HOME RULE CHARTER ORDINANCE**

Synopsis: Approval of a joint charter ordinance and adoption of a charter resolution of the Unified Government of Wyandotte county/Kansas City, Kansas, rescinding in its entirety charter ordinance no. CO-01-26 and charter resolution no. CR-02-26, passed on October 8, 2026, which exempted the unified government from new sections 3(d)(1)(a), 3(d)(1)(b), 3(d)(1)(c), 3(d)(2), 5(b)(1)(b), 5(b)(1)(c), 5(c)(3), 5(c)(4), 5(d)(1), 5(d)(2), and 8(a) of House Bill no. 2466, as published in the Kansas Register on April 30, 2026, and which never became effective.

Tracking #: 211089

11.2 **ORDINANCE: AMENDED AND RESTATED PLEDGE**

Synopsis: Approval of an ordinance amending and restating the ordinance electing to participate in a STAR bond project by specifying a pledge of local sales and use taxes as a source of repayment of STAR bonds to be issued by the Kansas Development Finance Authority and setting the base year revenue for local sales and use taxes, all pursuant to K.S.A. 12-17,160 et seq., as amended.

Tracking #: 211091

12. STANDING COMMITTEES' AGENDA

12.1 **RESOLUTION: CREATION OF CITIZEN OVERSIGHT BOARD RELATED TO COUNTYWIDE RETAILERS' SALES TAX INITIATIVE**

Synopsis: Adoption of a resolution regarding the creation of a citizen oversight board related to the countywide retailers' sales tax initiative to advise on how funds would be expended.

*This item was originally heard on September 14, 2026, and was set over to this committee on October 12, 2026, for further discussion. On October 12, 2026, the **Administration & Human Services Standing Committee**, chaired by Commissioner Ramirez, voted 4/1 to approve and forward to the Board of Commissioners.*

Tracking #: 21916

13. ADMINISTRATOR'S AGENDA

13.1 **RESOLUTION: AUTHORIZING VARIOUS PUBLIC IMPROVEMENTS AND AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS TO FINANCE A PORTION OF SUCH IMPROVEMENTS.**

Synopsis: Adoption of a resolution to authorize $10,000,000 for specific City tax levy projects and $18,499,147 for specific sanitary sewer projects.

Tracking #: 21969

13.2 **ORDINANCE: AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2027-A OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS IN THE TOTAL PRINCIPAL AMOUNT NOT TO EXCEED $29,390,000**

Synopsis: Approval of an ordinance authorizing the issuance of general obligation bonds to fund projects approved in the Capital Improvements Plan and Budget for 2027.

Tracking #: 21970

13.3 **RESOLUTION: AUTHORIZING THE DELIVERY OF GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2027-A, OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT NOT TO EXCEED $29,390,000**

Synopsis: Adoption of a resolution for the General Obligation Bonds Series 2027A in support of the City general fund projects included in the 2027 CIP and Budget to be repaid by the City Bond & Interest Fund, and sanitary sewer projects funded by rates approved by the Mayor and Commission at the May 7, 2026 meeting.

Tracking #: 211042

13.4 **ORDINANCE: SANITARY SEWER ENTERPRISE - STATE REVOLVING FUND (SRF) LOAN**

Synopsis: Approval of an ordinance to execute the $67,525,476 Loan Agreement for State Revolving Loans for consent decree projects known as CSO-16, CSO-19, CSO-55.

Tracking #: 21972

13.5 **RESOLUTION: THE ISSUANCE OF UTILITY SYSTEM REVENUE BONDS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, FOR THE PURPOSE OF PROVIDING FUNDS TO FINANCE IMPROVEMENTS TO THE UTILITY SYSTEM**

Synopsis: Adoption of a resolution authorizing the issuance of Revenue Bonds in the amount of $75 million for various utility improvements on behalf of the Board of Public Utilities (BPU).

Tracking #: 21968

13.6 **ORDINANCE: THE ISSUANCE OF UTILITY SYSTEM REVENUE BONDS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, FOR THE PURPOSE OF PROVIDING FUNDS TO FINANCE IMPROVEMENTS TO THE UTILITY SYSTEM AND REFUNDING CERTAIN BOND ISSUES IN THE AMOUNT OF $451,065,000**

Synopsis: Approval of an ordinance authorizing the issuance of utility system improvement revenue bonds, series 2026-, of the Unified Government of Wyandotte County/Kansas City, Kansas, for the purpose of financing the cost of certain improvements ($65,100,000), refunding certain outstanding utility system revenue bonds in order to achieve interest cost savings (total of $451,065,000), and paying the cost of issuing said bonds; authorizing the execution and approval of certain documents in connection with the issuance of said bonds, and authorizing certain other actions in connection with the issuance of said bonds.

Tracking #: 211059

13.7 **PRESENTATION: LEGISLATIVE POST AUDIT FINDINGS**

Synopsis: Presentation of the Legislative Post Audit Findings dated October 2026.

For Information Only

Tracking #: 211028

14. COMMISSIONERS' AGENDA

15. ADJOURN

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

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

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

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International numbers available: https://wycokck.zoom.us/u/kdKMmalufT

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To raise your digital hand from your PC or Mac, click the button labeled “Raise Hand” at the bottom of the window on the right side of the screen.

Unified Government of Wyandotte County/Kansas City, Kansas

PROCLAMATION

STOMACH CANCER AWARENESS MONTH

WHEREAS, stomach cancer affects thousands of individuals and families each year, and increasing public awareness, education, and understanding of the disease is essential to promoting earlier detection, improving outcomes, and supporting those whose lives have been impacted; and

WHEREAS, patients, survivors, caregivers, healthcare professionals, researchers, and advocacy organizations work tirelessly to advance research, improve treatment options, provide compassionate support, and bring hope to individuals and families facing stomach cancer; and

WHEREAS, Debbie's Dream Foundation: Curing Stomach Cancer has become a leading advocate in the fight against stomach cancer by advancing research, connecting patients and caregivers with vital resources, and promoting education and awareness throughout communities across the nation; and

WHEREAS, local initiatives, including the inaugural **Stomach Cancer Awareness Walk** in Kansas City, Kansas, reflect the dedication of community members and volunteers to raising awareness, encouraging education, supporting families, and fostering hope for those affected by stomach cancer; and

WHEREAS, the Unified Government of Wyandotte County and Kansas City, Kansas is committed to supporting initiatives that promote health, education, collaboration, and community well-being while recognizing the importance of raising awareness about diseases that impact the lives of our residents;

NOW, THEREFORE, I, Christal E. Watson, Mayor & CEO of the Unified Government of Wyandotte County and Kansas City, Kansas, do hereby proclaim **November 2026,** as

STOMACH CANCER AWARENESS MONTH

in Wyandotte County and Kansas City, Kansas, and encourage all residents to learn about stomach cancer, recognize the importance of early detection, support those affected by the disease, and participate in community efforts that advance awareness, education, research, and hope.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Unified Government of Wyandotte County and Kansas City, Kansas to be affixed this 2nd day of November 2026.

_____

CHRISTAL E. WATSON, MAYOR/CEO

Unified Government of Wyandotte County/Kansas City, Kansas

PROCLAMATION

IN HONOR AND REMEMBRANCE OF MAKIH FRANKLIN

WHEREAS, on January 14, 2005, the world became brighter with the birth of Makih Franklin, a deeply loved first son, grandson, great-grandson, and big brother whose presence brought immeasurable joy to his family and whose warmth, charisma, and spirit would leave an enduring impression on those who knew him; and

WHEREAS, raised with deep love and strong values, Makih grew into a respectful, thoughtful, and compassionate young man, known for his laid-back nature and steady voice of reason, and in 2023 proudly graduated from Shawnee Mission North High School, presenting his hard-earned diploma to his beloved mother as an unforgettable birthday gift; and

WHEREAS, Makih demonstrated his care for others through service, including volunteering to help feed local families, and embraced life with curiosity and enthusiasm, traveling across twelve states and to another country, experiencing new places and creating treasured memories with those he loved; and

WHEREAS, Makih dreamed boldly of one day building his own trucking company and carried the words of Philippians 4:13, "I can do all things through Christ who strengthens me", not only on his arm, but as a reflection of the hope, determination, and possibility with which he approached his future; and

WHEREAS, on November 20, 2025, Makih's life was tragically cut short at only 20 years of age, leaving his family, friends, and community to mourn not a statistic, but a son, brother, grandson, friend, dreamer, and young man of inherent worth whose life mattered, whose future held promise, and whose memory deserves to be spoken, honored, and carried forward;

NOW, THEREFORE, BE IT PROCLAIMED, that we, Christal E. Watson, Mayor & CEO of the Unified Government of Wyandotte County and Kansas City, Kansas, and the Board of Commissioners, do hereby proclaim November 20, 2026, as

MAKIH FRANKLIN DAY OF REMEMBRANCE

in Wyandotte County and Kansas City, Kansas, honoring Makih's life, cherishing the memories he created, and extending our heartfelt sympathy to his mother, family, friends, and all who continue to carry his love and memory with them.

Makih Franklin was here. He was loved. He had dreams yet to fulfill, places yet to see, and a future he was working to build. While the number of his years cannot measure the fullness of his life, the love he gave, the people he served, and the memories he created remain. May his name continue to be spoken with love, his life remembered with purpose, and his legacy inspire us to value every young life not for what it might become, but for the immeasurable value it already holds.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Unified Government of Wyandotte County and Kansas City, Kansas to be affixed this 5th day of November 2026.

CHRISTAL E. WATSON, MAYOR/CEO

Tracking ID: 211078

Report to
Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
	Shelley Kneuvean, Chief Financial Officer skneuvean@wycokck.org x5849	Finance

AGENDA ITEM #7.1.

PRESENTATION: AMERICAN RESCUE PLAN ACT (ARPA)

BACKGROUND

Presentations highlighting recipients and projects from the American Rescue Plan Act (ARPA) funding.

1. Young Women on the Move - Mary Beth Gentry, Executive Director
2. KU Medical Center Project Eagle - Lisa London, Director
3. Village Initiative - Randy George, Executive Director

RECOMMENDATION

For information only

BUDGET IMPACTS / FINANCIAL CONSIDERATIONS

LEGAL/ POLICY CONSIDERATIONS

ATTACHMENTS

Approved by Mayor/Administrator to add to agenda.

Tracking ID: 21963

Report to
Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
	Dilini Lankachandra, Assistant Counsel dlankachandra@wycokck.org x5077	Legal

AGENDA ITEM #8.1.

RESOLUTION: AUTHORIZING THE FIRE DEPARTMENT TO ENTER INTO AN INSTALLMENT PURCHASE AGREEMENT FOR EMS EQUIPMENT

BACKGROUND

RESOLUTION: Resolution authorizing the Fire Department's EMS Division to enter into an installment purchase agreement with Zoll Medical Corporation to purchase automated resuscitation equipment.

RECOMMENDATION

Approve

To adopt the resolution.

BUDGET IMPACTS / FINANCIAL CONSIDERATIONS

N/A

LEGAL/ POLICY CONSIDERATIONS

To adopt the resolution,

ATTACHMENTS

Zoll Purchase Resolution 9.22.26, Zoll purchase agreement 9.22.26

Approved by Mayor/Administrator to add to agenda.

RESOLUTION NO. R-_____

RESOLUTION AUTHORITIZING THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS TO ENTER INTO AN INSTALLMENT-PURCHASE AGREEMENT, AND TO APPROVE THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH.

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas ("Unified Government") desires to enter into an agreement with Zoll Medical Corporation ("Zoll") to purchase 20 AutoPulse NXT Starter Kits, 20 AutoPulse NXT Lithium Batteries, and 20 AutoPulse NXT Worry-Free Service Plans (4 Year at Time of Sale) ("Equipment") to be used by the Kansas City, Kansas Fire Department's Emergency Medical Services Division, and;

WHEREAS, in order to facilitate the foregoing and to pay the cost thereof, it is necessary and desirable for the Unified Government to enter into an installment-purchase agreement with Zoll ("Purchase Agreement"), pursuant to K.S.A. 10-1116, under which the Unified Government will purchase the Equipment from Zoll, and pay to Zoll one-third of the purchase price within 30 days of the execution of the Purchase Agreement, one-third of the purchase price one year and 30 days of the execution of the Purchase Agreement, and the final one-third of the purchase price two years and 30 days after the execution of the Purchase Agreement.

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

Section 1. Authorization of Installment-Purchase Transaction. The Unified Government states its intent to make installment payments on some or all of the Equipment with a maximum capital cost of $588,539.60, an annual average effective interest cost of 0%, and with $0.00 paid for any additional service, maintenance, insurance, or other charges exclusive of the capital cost and interest cost.

Section 2. Authorization and Approval of Unified Government Documents. The Purchase Agreement is hereby approved in substantially the form submitted to and reviewed by the Board of Commissioners on the date hereof, with such changes therein as are approved by the County Administrator, the County Administrator's execution of the Purchase Agreement being conclusive evidence of such approval.

The obligation of the Unified Government to make installment payments (as memorialized in the Unified Government's Purchase Agreement, attached hereto) is subject to annual appropriation and will constitute a current expense of the Unified Government and will not in any way be construed to be an indebtedness or liability of the Unified Government in contravention of any applicable constitutional, charter, or statutory limitation or requirement

concerning the creation of indebtedness or liability by the Unified Government, nor will anything contained in the Purchase Agreement constitute a pledge of the general tax revenues, funds, or moneys of the Unified Government, and all provisions of the Purchase Agreement shall be construed so as to give effect to such intent.

The County Administrator is hereby authorized to execute and deliver the Purchase Agreement on behalf of the Unified Government.

Section 3. Further Authority. The Unified Government will, and the official agents of the Unified Government are hereby authorized to, take such actions, expend such funds, and execute such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution and to carry out, comply with, and perform the duties of the Unified Government with respect to the Purchase Agreement and the Equipment.

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

ADOPTED by the Board of Commissioners of the Unified Government of Wyandotte County/Kansas City, Kansas this _____ day of _____, 2026.

_____

Christal E. Watson, Mayor/CEO

ATTEST:

_____

Unified Government Clerk

Approved as to form:

_____

Angela J. Lawson, Chief Counsel

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/ KANSAS CITY, KANSAS

Purchase Agreement

THIS AGREEMENT, made this _____ day of _____, 2026, by and between the **Unified Government of Wyandotte County / Kansas City, Kansas** (hereinafter called "Unified Government") and **ZOLL Medical Corporation** (hereinafter called "ZOLL" or "Contractor").

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

The Unified Government is a participating member of the group purchasing organization Public Safety Association Inc. (PSAI) (the "GPO"). ZOLL and the GPO have previously entered into PSAI Agreement 2024-06, effective through November 8, 2027, to allow for the purchase by participating members of ZOLL capital equipment, software, accessories, and/or supplies (collectively, "Products"). The Standard Contract Terms and Conditions for PSAI Agreement 2024-06 (hereinafter "Underlying Agreement") are hereby incorporated herein.

This Agreement pertains to the purchase by the Unified Government of capital equipment and related accessories from Contractor.

ARTICLE I

1.01 The Contractor shall supply, install, and furnish such items and services as described and specified in its April 9, 2026 Price Quote (# Q-133758).

Specifically, Contractor shall provide the Unified Government with 20 AutoPulse NXT Starter Kits, 20 AutoPulse NXT Lithium Batteries, and 20 AutoPulse NXT Worry-Free Service Plans (4 Year at Time of Sale) ("**Equipment**") for:

a. A total purchase price/capital cost of the Equipment of **$588,539.60**.

b. An annual interest of **0%**.

Payment Terms: One-third of the total purchase price/capital cost shall be due 30 days following the execution of this Agreement; one-third of the total capital cost shall be due

one year and thirty days from the date of execution of this Agreement, and the remaining balance of the total capital cost shall be due two years and thirty days from the date of this Agreement.

1.02 The Unified Government hereby purchases from Contractor the Equipment in accordance with this Agreement. The purchase price/capital cost shall be disbursed as provided in Section 1.01.

1.03 The Unified Government is obligated to make payments as provided in Section 1.01 as may lawfully be made from funds budgeted and appropriated for that purpose during the Unified Government's then current fiscal year. Should the Unified Government fail to budget, appropriate, or otherwise make available funds to make payments under Section 1.01, this Agreement shall be deemed terminated. The Unified Government agrees to deliver notice to Contractor of such termination at least ninety (90) days prior to the end of the then-current term. If this Agreement is terminated in accordance with this Section, the Unified Government agrees, at its cost and expense, to peaceably deliver any unpaid for Equipment to Contractor at the location or locations to be specified.

1.04 The term "Contract Documents" shall mean the documents listed below, which have been incorporated herein and as part of this Agreement and shall include the following>

a) This Agreement;
b) Exhibit A – Resolution authorizing Purchase Agreement;
c) Exhibit B – ZOLL Medical Corporation's April 9, 2026 Price Quote; and
d) Public Safety Association Inc. Contract # 2024-06

1.05 This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

ARTICLE II

The Unified Government represents, covenants, and warrants for the benefit of Contractor as follows:

2.01 The Unified Government is a municipal corporation duly organized and existing under the constitution and laws of the State of Kansas with full power and authority to enter into this Agreement and the transactions contemplated hereby and to perform all of its obligations hereunder.

2.02 The Unified Government has duly authorized the execution and delivery of this Agreement by proper action by its governing body at a meeting duly called, regularly

convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have been followed in order to ensure that validity and enforceability of this Agreement.

2.03 This Agreement constitutes the legal, valid, and binding obligation of the Unified Government, enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, or other laws affecting creditors' rights generally.

2.04 The Unified Government has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the payments scheduled to come due during the current fiscal year and to meets its other obligations under this Agreement for the current fiscal year, and such funds have not been expended for other purposes.

2.05 The Unified Government will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a municipal corporation under the laws of the State of Kansas.

2.06 The Unified Government has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by the Unified Government of the Equipment listed on the Schedules that currently exist.

2.07 All authorizations, consents, and approvals of governmental bodies or agencies required in connection with the execution and delivery by the Unified Government of this Agreement or in connection with the carrying out of its obligations hereunder have been obtained.

2.08 The Equipment described in this Agreement is essential to the function of the Unified Government or to the services the Unified Government provides to its citizens. The Unified Government has an immediate need for the Equipment listed herein and expects to make immediate use of the Equipment. The Unified Government's need for the Equipment is not temporary and the Unified Government does not expect the need for any item of the Equipment to diminish in the foreseeable future. The Equipment will be used by the Unified Government only for the purpose of performing one or more of its governmental or proprietary functions consistent with the permissible scope of the Unified Government's authority.

ARTICLE III

GENERAL CONTRACTUAL PROVISIONS

3.01 Compliance with Law. This Section 3.01, Compliance with Law, is provided as set forth in Section 18.0, Compliance with Law and Regulation, of the Underlying Agreement.

3.02 Authority to Contract. Contractor represents that it possesses legal authority to contract, that it has undertaken any official action required by its governing documents to enter into this Agreement, that its undersigned representative is duly authorized to execute this document on its behalf, that it agrees to be bound by all the provisions of this Agreement, and that the person identified as its official representative is authorized to act on its behalf in the implementation of this Agreement.

3.03 Modification of Agreement. This Agreement may be modified, amended, or supplemented only in writing executed by both parties and will be subject to renegotiation in the event of changes to applicable law, rules, or regulations affecting the subject matter of this Agreement. The Unified Government expressly states that it will not be bound by any content on Contractor's website, even if the Contractor's documentation specifically references said content or attempts to incorporate it into any quote, sales agreement, or other communication, including but not limited to terms and conditions associated with setting up or logging into an online account or portal.

3.04 Tariffs. Contractor shall be responsible for assessing and accounting for any potential impact of tariffs, duties, or other governmental measures affecting the cost of goods, services or materials ("Tariffs") under this Agreement, and shall make reasonable efforts to mitigate the impact of any tariffs on the agreed contract price.

a. Notwithstanding the above, in the event tariffs are imposed or adjusted during the term of this Agreement resulting in an equipment or material price increase, the Parties shall engage in good faith negotiations to equitably adjust the contract price to reflect the impact of such tariffs. Any adjustment shall reflect only the additional costs directly attributable to the change in tariffs from the date of bid opening and shall not include any indirect or speculative costs.
b. Contractor shall provide written notice of the increased costs caused by tariffs, supported by documentation sufficient to substantiate the cost increase (including but not limited to: CBP Form 7501, commercial invoices, bill of lading or shipping documents indicating international sourcing) within 30 days of becoming aware of the change. Failure to provide timely notice shall constitute a waiver of the right to seek a price adjustment under this clause.
c. Contractor shall not use the imposition of tariffs as grounds for claiming a force majeure event, non-performance, delayed performance, or termination of this Agreement.

3.05 Assignment. This Section 3.04, Assignment, is provided as set form in Section 25.0, Assignment, of the Underlying Agreement.

3.06 Cash Basis Law. This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 *et seq*. and amendments thereto. Any automatic renewal of the terms of the

Agreement shall create no legal obligation on the part of the Unified Government. This Agreement shall be construed and interpreted so as to ensure that the Unified Government shall at all times stay in conformity with such laws and, as a condition of this Agreement, the Unified Government reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement is deemed to violate the terms of such law. The Unified Government is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (i) funds budgeted and appropriated for that purpose during the Unified Government's current budget year or (ii) funds made available from any lawfully operated revenue producing source.

3.06.01 Appropriation of Funds. The purchase order is issued by the Unified Government under and pursuant to the laws of the State of Kansas to fund the acquisition of the Equipment quoted in Contractor's April 9, 2026 Price Quote. If, after the first fiscal year in which the assets are financed, funds are not appropriated or otherwise made available to continue making payments for the Equipment in a subsequent fiscal year, then the Unified Government may terminate this Agreement as of the last day for which funds were appropriated or otherwise made available, but shall be obligated to pay all payments incurred through the end of that fiscal year. The Unified Government incurs no obligation under this Agreement for any period of time for which funds are not appropriated. It is reasonably expected that payments under this Agreement will be paid from annual appropriations of the Unified Government.

In the event on non-appropriation, the Unified Government shall provide Contractor with written notification to the effect that no funds have been appropriated or otherwise made available for payments due under this Agreement. In such event, within 120 days of such notice, the Unified Government at its own expense and at Contractor's direction shall ship the Equipment to a location within the contiguous United States specified by Contractor.

3.06.02 Best Efforts for Funding. The Unified Government shall use its best efforts to obtain funding each fiscal year for the Equipment financed and purchased under this Agreement.

3.07 Payment of Taxes. The Unified Government shall not be responsible for, nor indemnify Contractor for any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Agreement.

3.08 Licenses and Permits. Contractor shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state, or local authority for carrying out this

Agreement. Contractor shall notify the Unified Government immediately if any required license, permit, bond, or insurance is cancelled, suspended, or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate termination by the Unified Government in its discretion.

3.09 Independent Contractor Relation. The parties agree that the legal relationship between them is of a contractual nature. Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement shall create any right or remedies in any third party. The parties agree that no persons supplied by Contractor are employees of the Unified Government and that no right of the Unified Government's civil service, retirement, or personnel rules accrue to such persons. The Unified Government shall not be responsible for withholding of social security, workers compensation insurance, unemployment compensation, bonuses, retirement benefits, other benefits, and any taxes and premiums from any payments made by the Unified Government to Contractor.

3.10 Discrimination in Delivery of Services Prohibited. During the performance of this Agreement, CONTRACTOR shall deny none of the benefits or services of the program to any eligible participant on the basis of race, religion, color, sex, disability, age, national original, or ancestry.

3.11 Equal Opportunity.

a. Contractor shall observe the provisions of the Kansas Acts Against Discrimination, K.S.A. 44-1001 *et seq*. and amendments thereto, and shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, disability, age, national origin, or ancestry.

b. Contractor will ensure that applicants and employees are treated without regard to race, religion, color, sex, disability, age, national origin, or ancestry, including, but not limited to, in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Unified Government setting forth the provisions of this nondiscrimination clause.

c. Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin, or ancestry.

d. Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor.

e. Contractor shall assure that it and all subcontractors will implement the certificate of compliance in connection with this Agreement.

f. If Contractor fails, refuses, or neglects to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of the contract and this Agreement may be terminated, canceled, or suspended, in whole or in part, and Contractor may be declared ineligible for any further Unified Government contracts for a period of up to one year. Provided that, if a contract is terminated, canceled, or suspended for failure to comply with this section, Contractor shall have no claims for damages against the Unified Government on account of such termination, cancellation, or suspension or declaration of ineligibility.

g. Contractor shall maintain sufficient records to document that, under all aspects of this Agreement, it has acted in a manner which is in full compliance with the Kansas Acts Against Discrimination. Such records shall at all times remain open to inspection by the Kansas Human Rights Commission or by the Unified Government.

h. Contractor, in carrying out this Agreement, shall also comply with all other applicable existing federal, state, and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made a part of this Agreement.

3.12 Representations. Contractor makes the following representations:

a. The price submitted is independently arrived at without collusion.

b. It has not knowingly influenced and promises that it will not knowingly influence a Unified Government employee or former Unified Government employee to breach any of the ethical standards set forth in Article XII of the Procurement Code of the Unified Government of Wyandotte County/Kansas City, Kansas.

c. It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in §29-635 (Gratuities and Kickbacks) of the Procurement Code.

d. It has not retained and will not retain a person to solicit or secure a Unified Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

3.13 Waiver of Breach. The waiver by either party of a breach of any provision of this

Agreement will not operate or be construed as a waiver of any subsequent breach by such party.

3.14 Disagreement Between Provisions; Severability. This Section 3.13, Disagreement Between Provisions; Severability, is provided as set forth in Section 26.0, Severability, of the Underlying Agreement.

3.15 Entire Agreement. This Agreement and its attachments set forth the parties' entire agreement. Neither party has made any oral or side agreements or representations not contained in this Agreement. This is a legal document and not a mere recital and is binding upon the parties, their representatives, and successors in interest.

3.16 Disclaimer of Liability. The Unified Government expressly disclaims any provision or duty to indemnify Contractor or to hold Contractor harmless. Further, the Unified Government expressly disclaims any provision, request, or assertion to pay any other party's attorneys' fees, regardless of the circumstances.

3.17 Termination for Default. If Contractor refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, or commits any other substantial breach of this Agreement, the Procurement Officer may notify Contractor in writing of the delay or nonperformance and, if not cured in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate Contractor rights to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

The Unified Government shall pay Contractor the costs and expenses and reasonable profit for services performed by Contractor prior to receipt of the notice of termination; however, the Unified Government may withhold from amounts due Contractor such sums as the Procurement Officer deems to be necessary to protect the Unified Government against loss caused by Contractor because of the default.

Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if Contractor has notified the Procurement Officer within 15 days of the cause of the delay and the failure arises out of causes such as acts of God, acts of the public enemy, act of the Unified Government and any other governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, or other labor disputes. If the failure to perform is caused by the failure of a subcontractors to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractors were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements Upon request of Contractor, the Procurement Officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have

met the terms of the Agreement, the time for completion of the Agreement shall be revised accordingly.

If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that Contractor was not in default under the provisions of this clause, and both the Unified Government and Contractor agree, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued.

The following acts committed by Contractor will constitute a substantial breach of the Agreement and may result in termination of the Agreement:

- If Contractor is adjudged bankrupt or insolvent;
- If Contractor makes a general assignment for the benefit of his creditors;
- If a trustee or receiver is appointed for Contractor or any of his property;
- If Contractor files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or applicable laws;
- If Contractor repeatedly fails to supply sufficient services;
- Acts other than those specified may constitute substantial breach of this Agreement.

3.18 Termination for Convenience. The Procurement Officer may, when the interests of the Unified Government so require, terminate this contract in whole or in part, for the convenience of the Unified Government. The Procurement Officer shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.

Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. The Procurement Officer shall pay Contractor the following amounts:

All costs and expenses incurred by Contractor for work accepted by the Unified Government prior to Contractor’s receipt of the notice of termination, plus a reasonable profit for said work.

All costs and expenses incurred by Contractor for work not yet accepted by the Unified Government but performed by Contractor prior to receipt of the notice of termination, plus a reasonable profit for said work.

Anticipatory profit for work and services not performed by Contractor shall not be allowed.

3.19 Disputes. All controversies between the Unified Government and Contractor which arise under, or are by virtue of, this Agreement and which are not resolved by mutual agreement, shall be decided by the Procurement Officer in writing, within 30 days after a

written request by Contractor for a final decision concerning the controversy; provided, however, that if the Procurement Officer does not issue a written decision within 30 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then Contractor may proceed as if an adverse decision had been received.

The Procurement Officer shall immediately furnish a copy of the decision to Contractor by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision shall be final and conclusive, unless fraudulent, or Contractor brings an action seeking judicial review of the decision in the Wyandotte County, Kansas District Court.

Contractor shall comply with any decision of the Procurement Officer and proceed diligently with performance of this Agreement pending final resolution by the Wyandotte County District Court of any controversy arising under, or by virtue of, this Agreement, except where there has been a material breach of the Agreement by the Unified Government; provided, however, that in any event Contractor shall proceed diligently with the performance of the Agreement where the Purchasing Director has made a written determination that continuation of work under the contract is essential to the public health and safety.

Notwithstanding any language to the contrary, no interpretation shall be allowed to find the Unified Government has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of any contingency. Further, the Unified Government shall not agree to pay attorney fees and late payment charges.

3.20 Availability of Records and Audit. Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of the services provided under the Agreement (hereinafter collectively called "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement. Except for documentary evidence delivered to the offices of the Unified Government, Contractor shall preserve and make available to persons designated by the Unified Government their records for a period of three years from the date of final payment under the Agreement or until audited by the Unified Government and all audit questions have been resolved, whichever period of time is longer.

3.21 No Limit of Liability. Nothing in this Agreement shall be construed to limit Contractor’s liability to the Unified Government as such liability may exist by or under operation of law. Provided that, unless otherwise prohibited by law, in no event shall either party, or any of their subsidiaries, affiliates, facilities, directors, officers, employees, agents, or any of their respective successors and assigns, be liable to the other party for any special, indirect, incidental, exemplary, punitive, consequential, or other damages in connection

with or arising out of this agreement, including, but not limited to, damages for injuries to persons or to property or loss of profits or loss of future business or reputation, whether based in tort or breach of contract or other basis.

3.22 Defense, Indemnification, and Hold Harmless. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the Unified Government and its officers, directors, employees, agents, and representatives (collectively, "Indemnitees") from and against any and all claims, demands, suits, actions, proceedings, losses, liabilities, damages, costs, and expenses, including reasonable attorneys' fees and litigation costs (collectively, "Losses"), arising from or in connection with Contractor's performance or nonperformance of its obligations under this Agreement, or from the negligence, active or otherwise, of Contractor, its agents, employees, or subcontractors, except to the extent that such Losses are caused by the sole negligence or intentional misconduct of an Indemnitee.

3.23 Duty to Defend. Contractor's obligation to defend the Indemnitees shall arise upon the Unified Government's receipt of any demand or notice of a potential claim and shall extend to the entire proceeding regardless of whether any Indemnitee's ultimate liability is established. The Unified Government shall provide Contractor with prompt written notice of any claim for which defense is sought; provided that failure to provide timely notice shall not relieve Contractor of its defense obligation except to the extent Contractor is materially prejudiced by such failure. Contractor shall have the right to select and direct counsel, subject to the Unified Government's right to approve such counsel (which approval shall not be unreasonably withheld), and the Unified Government shall cooperate fully in the defense. The Unified Government shall have the right to participate in such defense with counsel of its own choosing and at Contractor's expense if (i) Contractor fails to assume the defense within ten (10) business days of notice, (ii) there exists an actual conflict of interest between Contractor and the Unified Government in the defense, or (iii) the claim involves matters materially affecting the Unified Government's interests beyond the scope of this indemnity. No settlement of any claim shall be made without the Unified Government's prior written consent if such settlement imposes any obligation, admission, or liability on the Unified Government. Contractor's obligations under this Section shall survive the expiration or termination of this Agreement.

3.24 Governing Law. The Agreement and the rights and obligations of the parties hereunder are to be governed by and construed and interpreted in accordance with the laws of the State of Kansas applicable to contracts made and to be performed wholly within Kansas, without regard to choice or conflict of laws rules. The parties hereto submit to the exclusive jurisdiction of and venue in the state courts located in Wyandotte County, Kansas, or the U.S. District Court, District of Kansas, for purposes of any suit arising hereunder instituted by any party.

3.25 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. Electronic and digital format signatures (e.g., .JPG, .PDF) shall be considered as original signatures. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of Electronic Transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials this Agreement.

Unified Government:

_____

Name: _____
Interim County Administrator

Approved as to Form:

_____

_____, Unified Government Legal Department

ZOLL Medical Corporation

_____

Name: _____

Title: _____

269 Mill Road
Chelmsford, MA 01824

Tracking ID: 21964

Report to
Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
	Laura Cromwell LCromwell@kckpd.org	Police Department

AGENDA ITEM #8.2.

RESOLUTION: FISCAL YEAR 2026 STOPPING THREATS ON PEDESTRIANS COMPETITIVE GRANT PROGRAM (BOLLARDS)

BACKGROUND

The purpose of the Bollards Competitive Grant Program is to provide funding for bollard installation projects designed to prevent pedestrian injuries and acts of terrorism in areas used by large numbers of pedestrians. The Police Department has submitted an application to install 118 engineered, K12 crash-rated bollards at three pedestrian access locations surrounding Sporting Park: Sporting Way Gate, State Avenue Gate, and BBH and Hollywood Gate. The locations are on Unified Government-owned property or within Unified Government-controlled public right-of-way and were classified as areas of Elevated Concern through the CISA Vehicle Ramming Self-Assessment Tool.

RECOMMENDATION

Approve

The Police Department is requesting approval of this resolution.

BUDGET IMPACTS / FINANCIAL CONSIDERATIONS

This project will be funded at 100% through the federal grant program. There is no match required by the Unified Government. This is a construction project with no recurring costs. Sporting Kansas City will coordinate venue operations and assume responsibility for future inspection, upkeep, and repair through an agreement with the Unified Government.

LEGAL/ POLICY CONSIDERATIONS

The SF-LLL and the SF-424 have already been reviewed by Legal and have been approved the CAO as part of our application process. Any other certifications or assurances that are required as part of award acceptance will be provided to Legal, if we are awarded funding through this grant program.

ATTACHMENTS

Bollard Grant Resolution

Approved by Mayor/Administrator to add to agenda.

RESOLUTION NO. _____

A RESOLUTION authorizing the Kansas City, Kansas Police Department through the Unified Government of Wyandotte County/Kansas City, Kansas to accept a grant award for the FY26 Stopping Threats on Pedestrians Competitive Grant Program (Bollards).

WHEREAS, the US Department of Transportation is the federal agency responsible for administration of the FY26 Stopping Threats on Pedestrians Competitive Grant; and

WHEREAS, the FY26 Stopping Threats on Pedestrians Competitive Grant funds are provided to state and local governments to install bollards designed to protect pedestrians; and

WHEREAS, an application has been submitted by the Kansas City, Kansas Police Department to apply for grant funds, that if awarded, would be used to install bollards on Unified Government-owned property and Unified Government-controlled public rights-of-way areas surrounding Sporting Park; and

WHEREAS, the Kansas City Kansas Police Department has requested $4,877,000 in grant funding, with no matching funds required.

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

Section 1. The County Administrator and/or his designee is hereby authorized to accept such grant if awarded, on behalf of the Unified Government and to take the steps necessary to fulfill the conditions of the grant and execute documents in furtherance of the grant.

APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, THIS_____DAY OF_____, 2026.

_____
Christal E. Watson, Mayor/CEO

_____
Unified Government Clerk

Approved As To Form:

_____
Angela J. Lawson
Chief Counsel

Tracking ID: 21990

Report to
Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
	Kelsey Saunders, Assistant Counsel ksaunders@wycokck.org x5076	Mayor's Office

AGENDA ITEM #8.3.

RESOLUTION: HEALTH INITIATIVE GRANT

BACKGROUND

Adopt a resolution to submit and accept the Health Initiative Grant. No match is required by the Unified Government. Seeking retroactive approval.

RECOMMENDATION

Approve

BUDGET IMPACTS / FINANCIAL CONSIDERATIONS

N/A

LEGAL/ POLICY CONSIDERATIONS

ATTACHMENTS

Reso Approving Health Forward Grant WYCOPHD_ 1

Approved by Mayor/Administrator to add to agenda.

RESOLUTION NO. _____

A RESOLUTION authorizing the Mayor's Office of the Unified Government of Wyandotte County/Kansas City, Kansas to apply for a grant from the Health Forward Foundation.

WHEREAS, the Health Forward Foundation funding will be used to support a comprehensive public health transformation initiative through the Wyandotte County Public Health Department;

WHEREAS, the proposed work will strengthen departmental capacity and infrastructure; expand health and social-service navigation; establish additional community paramedicine services within the Health Department in coordination with Fire/EMS; modernize health records and performance-management systems; and improve coordination across healthcare access, housing, and economic mobility;

WHEREAS, because the grant opportunity was received during the week of September 21, 2026, and the application is due October 5, 2026, the submission deadline precedes the normal approval schedule, and therefore expedited and retroactive authorization is requested to permit timely submission and ratification of the Unified Government's application; and

WHEREAS, the Unified Government will be requesting up to $4,463,127 but the final award amount will be determined by Health Forward and no local matching funds will be required.

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

Section 1. The Mayor's Office of the Unified Government of Wyandotte County/Kansas City, Kansas is authorized to apply for and accept, if awarded, the Health Forward Foundation grant.

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

Section 3. This ordinance shall take effect and be in full force from and after its passage and approval.

APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, THIS_____DAY OF_____, 2026.

_____
Christal E. Watson
Mayor/Chief Executive Officer

Attest:

_____

Unified Government Clerk

Approved as to Form:

_____

Angela Lawson, Acting Chief Counsel

County Administrator's Office

Alan Howze
Interim County Administrator

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

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

NOTICE OF PENDING APPOINTMENT

DATE: 1/29/26

BOARD POSITION: Landmarks Commission

INCUMBENT REPLACED: _____

ADDRESS: _____

TERM EXPIRATION DATE: _____

APPOINTING COMMISSIONER: Commissioner Pacheco

REQUEST FOR APPOINTMENT

NAME OF APPOINTMENT: Matt Watkins

TERM OF OFFICE: 11/5/26 – 12/15/29

Carlos Pacheco

SIGNATURE OF APPOINTING COMMISSION MEMBER

Office of the Mayor/CEO
Christal E. Watson

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

Phone: (913) 573-5010
MayorWatson@WyCoKCK.org

NOTICE OF PENDING APPOINTMENT

Date: October 29, 2026

Board Position: Wyandotte County Library Board

Incumbent Replaced: _____

Appointing Commission: Mayor Christal E. Watson

REQUEST FOR APPOINTMENT

Name of New Appointment: Dannetta Pappert

Term of Office: 11/05/2026 through 12/15/2029

Christal E. Watson

_____

Signature of Appointing Commission Member

County Administrator's Office
Alan Howze, Interim County Administrator

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

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

NOTICE OF PENDING APPOINTMENT

DATE: October 21, 2026

BOARD POSITION: Library Board

INCUMBENT REPLACED: _____

ADDRESS: _____

TERM EXPIRATION DATE: _____

APPOINTING COMMISSIONER: Andrew Davis

REQUEST FOR APPOINTMENT

NAME OF NEW APPOINTMENT: Pat Pettey

TERM OF OFFICE: 11/5/2026 – 12/15/29

Andrew Davis

SIGNATURE OF APPOINTING COMMISSION MEMBER

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

CONSENT AGENDA ITEM NO. _____

6Unified Government of Wyandotte County and Kansas City, Kansas

Board of Commissioners

The September 17, 2026, Board of Commissioners meeting will be conducted in the Fifth-floor conference room of the Municipal Office Building, 701 N. 7th Street, Kansas City, Kansas.

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

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MINUTES

Thursday, September 17, 2026
5:32 PM – 7:36 PM

Commissioners Present:

- Mayor CEO Christal E. Watson
- Commissioner Melissa Bynum
- Commissioner Andrew Kump
- Commissioner Jermaine Howard
- Commissioner Christian Ramirez
- Commissioner Carlos Pacheco
- Commissioner Phil Lopez
- Commissioner Bill Burns
- Commissioner Andrew Davis

Commissioners Absent:

- Commissioner Chuck Stites
- Commissioner Evelyn Hill

Staff Present:

- Monica L. Sparks, Unified Government Clerk
- Alan Howze, Interim County Administrator
- Angela Lawson, Chief Counsel

Call to Order

Mayor Watson called the meeting to order at 5:32 P.M. The invocation was led by Chaplain Stella Ruiz of Oak Grove Christian Church, followed by the Pledge of Allegiance.

Revisions to Agenda: (Discussion Begins 4:41)

The Clerk reported there was an updated agenda issued: Item 13.2, an Executive Session, had been added to the end of the agenda.

Public Announcement: (Discussion Begins 4:54)

Mayor Watson made the following announcements:

1. **Governor's Holiday Ornament Collection 2026:** A statewide art project organized by the Kansas Arts Commission and the Kansas Association of Counties. The project invites all 105 Kansas counties to create ornaments representing the stories, traditions, and people of their communities. Winning ornaments will be displayed and recognized at the Kansas Association of Counties Annual Conference in December, and the full collection will be displayed on the state holiday tree in the historic state capital.

   Wyandotte County submissions must be received no later than 12:00 p.m. on September 29, 2026, at Visit KCK, located at 727 Minnesota Avenue, Kansas City, Kansas 66101. Interested parties were directed to contact Sheyvette Dinkens at Visit KCK for submission details.

2. **Community Events Recognition:** Mayor Watson thanked all participants who participated in 913 Day, the Dotteversity Parade held on Saturday, and the celebration of Black Restaurant Week.

Mayor's Agenda:

Item No. 1 – RESOLUTION: REAPPOINT KAREN WITTMAN AS MUNICIPAL COURT JUDGE (Discussion Begins 6:49)

Mayor Watson introduced Item 6.1, which requested adoption of a resolution approving the reappointment of Karen Whitman as Municipal Court Judge through September 30, 2028.

Chief Legal Counsel Angela Lawson explained that Karen Whitman's current term had expired, but the applicable ordinance allows her to continue serving during the interim period. Mayor Watson had affirmatively recommended her for reappointment, and therefore the matter was brought before the commission for a vote. Legal Counsel clarified that the resolution would serve to reappoint Karen Whitman and allow for continuation of her current agreement.

Commissioner Lopez made a motion to approve the resolution approving the reappointment of Karen Whitman as Municipal Court Judge through September 30, 2028. The motion was seconded by Commissioner Ramirez.

Vote: Motion carries 8/0

- Ayes: Ramirez, Lopez, Davis, Bynum, Burns, Kump, Howard, Pacheco
- Nays: None
- Absent: Stites, Hill

Consent Agenda: (Discussion Begins 9:39)

Item No. 1 – RESOLUTION: FIFTH AMENDMENT TO KAW RIVER BRIDGE COOPERATIVE AND DEVELOPMENT AGREEMENT

Item No. 2 – MINUTES

Item No. 3 – WEEKLY BUSINESS

Item No. 4 – APPOINTMENT: BOARDS AND COMMISSIONS

Commissioner Ramirez made a motion to approve all items on the Regular Consent Agenda as submitted. The motion was seconded by Commissioner Davis.

Vote: Motion carries 8/0

- Ayes: Ramirez, Lopez, Davis, Bynum, Burns, Kump, Howard, Pacheco
- Nays: None
- Absent: Stites, Hill

Administrator's Agenda:

Item No. 1 - RESOLUTION: APPROVE ASSIGNMENT AND ASSUMPTION OF INDUSTRIAL REVENUE BONDS FOR VILLAGE WEST APARTMENTS III (Discussion Begins 10:21)

Chief Counsel Lawson explained that this item involves a proposed change of ownership for the North Point Village West Apartments project, with the corresponding leases and bond documents to be updated accordingly. The commission holds the right of approval for such a change, which

was the reason the matter was brought before the commission that evening. Chief Counsel Lawson noted that the resolution would substitute the new owner on the leases and bond documents, making the new company responsible for all obligations under those documents.

Commissioner Burns made a motion to approve the resolution. The motion was seconded by Commissioner Pacheco.

Vote: Motion carries 8/0

- Ayes: Ramirez, Lopez, Davis, Bynum, Burns, Kump, Howard, Pacheco
- Nays: None
- Absent: Stites, Hill

Commissioner Kump made a motion to adjourn and reconvene as the Land Bank Board of Trustees. The motion was seconded by Commissioner Davis. (Discussion Begins 12:29)

<u>Land Bank Board of Trustees' Consent Agenda</u> (Discussion Begins 13:03)

Item No. 1 - LAND BANK PROPERTY TRANSFERS

Item No. 2 - LAND BANK OPTIONS

Item No. 3 - LAND BANK EXTENSION REQUEST

Commissioner Davis made a motion to approve all items as submitted. The motion was seconded by Commissioner Pacheco.

Vote: Motion carries 8/0

- Ayes: Ramirez, Lopez, Davis, Bynum, Burns, Kump, Howard, Pacheco
- Nays: None
- Absent: Stites, Hill

Commissioner Howard made a motion to adjourn and reconvene back as the Board of Commissioners. The motion was seconded by Commissioner Davis. (Discussion Begins 15:24)

Executive Session

Item No. 1 - EXECUTIVE SESSION REGARDING MATTERS RELATING TO THE ACQUISITION OF REAL ESTATE

Motion made by Commissioner Bynum that the Commission convene into Executive Session until 6:15 p.m. in the 5th floor conference room to consult with our attorneys preliminary discussion prior to the acquisition of real estate, as permitted under the Kansas Open Meetings Act; and that Alan Howze, Angela J. Lawson, Timothy Orrick and John Kelly be present as needed to participate in the discussion.

The motion was seconded by Commissioner Kump.

Vote: Motion carries 8/0

- Ayes: Ramirez, Lopez, Davis, Bynum, Burns, Kump, Howard, Pacheco
- Nays: None
- Absent: Stites, Hill

Present for the Executive Session: Bynum, Kump, Burns, Davis, Ramirez, Lopez, Pacheco, Howard, and Watson, Mayor/CEO; presiding. Staff Present: Angela Lawson, Chief Counsel, Alan Howze, Interim County Administrator, Timothy Orrick, Outside Legal Counsel, and John Kelly, Director of Buildings and Logistics.

Mayor Watson reconvened back into the regular meeting at 6:15 p.m.

Item No. 2 - EXECUTIVE SESSION REGARDING CONSULTATION WITH AN ATTORNEY ON MATTERS THAT WOULD BE DEEMED PRIVILEGED IN AN ATTORNEY-CLIENT RELATIONSHIP (Added per Agenda Update)

Motion made by Commissioner Bynum that the Commission convene into Executive Session until 6:50 p.m. in the 5th floor conference room to consult with our attorneys on matters deemed privileged related to Economic Development, as permitted under the Kansas Open Meetings Act; and that Alan Howze, Angela J. Lawson, Todd LaSala, and Deryl Wynn be present as needed to participate in the discussion.

The motion was seconded by Commissioner Kump.

Vote: Motion carries 8/0

- Ayes: Ramirez, Lopez, Davis, Bynum, Burns, Kump, Howard, Pacheco
- Nays: None
- Absent: Stites, Hill

Present for the Executive Session: Bynum, Kump, Burns, Davis, Ramirez, Lopez, Pacheco, Howard, and Watson, Mayor/CEO; presiding. Staff Present: Angela Lawson, Chief Counsel, Alan Howze, Interim County Administrator, Todd LaSala, outside Legal Counsel, and Deryl Wynn, Executive Advisor to the Mayor.

Mayor Watson reconvened back into the regular meeting at 6:15 p.m.

Mayor Watson asked for a motion to go back into Executive Session.

Commissioner Bynum made a motion to extend the Executive Session until 7:10 p.m.

The motion was seconded by Commissioner Kump.

Vote: Motion carries 8/0

- Ayes: Ramirez, Lopez, Davis, Bynum, Burns, Kump, Howard, Pacheco
- Nays: None
- Absent: Stites, Hill

Mayor Watson reconvened back into the regular meeting at 7:10 p.m.

Mayor Watson asked for a motion to go back into Executive Session.

Commissioner Bynum made a motion to extend the Executive Session until 7:30 p.m.

The motion was seconded by Commissioner Kump.

Vote: Motion carries 8/0

- Ayes: Ramirez, Lopez, Davis, Bynum, Burns, Kump, Howard, Pacheco
- Nays: None
- Absent: Stites, Hill

Mayor Watson reconvened back into the regular meeting at 7:30 p.m.

Adjournment:

Commissioner Bynum moved to adjourn the meeting. The motion was seconded by Commissioner Kump.

Vote: Motion carries 8/0

- Ayes: Ramirez, Lopez, Davis, Bynum, Burns, Kump, Howard, Pacheco
- Nays: None
- Absent: Stites, Hill

MAYOR WATSON

ADJOURNED THE MEETING AT 7:36 P.M.

September 17, 2026

_____

Monica L. Sparks, CMC

Unified Government Clerk

ML

CONSENT AGENDA ITEM NO. _____

Unified Government of Wyandotte County and Kansas City, Kansas

BOARD OF COMMISSIONERS

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

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

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MINUTES

SPECIAL MEETING

Monday, October 5, 2026
5:30 PM – 7:02 PM

Attendance:

Commissioners Present:

- Mayor Christal E. Watson
- Commissioner Bynum
- Commissioner Kump
- Commissioner Howard
- Commissioner Burns
- Commissioner Hill
- Commissioner Pacheco
- Commissioner Lopez
- Commissioner Stites
- Commissioner Davis (Arrived at 5:33 pm)

Commissioners Absent:

- Commissioner Ramirez

Staff Present:

- Monica L. Sparks (Unified Government Clerk)
- Alan Howze (Interim County Administrator)
- Angela Lawson (Chief Counsel)
- Deryl Wynn (Senior Advisor, Mayor's Office)

Call to Order:

Mayor Christal E. Watson called the meeting to order at 5:30 PM.

Notice and Consent to Meeting:

NOTICE OF SPECIAL MEETING: You are hereby notified that a special meeting of the Unified Government of Wyandotte County/Kansas City, Kansas is scheduled to be conducted in person only on Monday, October 5, 2026, beginning at **5:30 p.m.** in the Ninth-floor Conference room, 701 N. 7th Street, Kansas City, Kansas to conduct an executive session for consultation with attorneys on matters that would be deemed privileged in an attorney-client relationship. **The executive session portion of the meeting is closed to the public under the Kansas Open Meetings Act.**

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.

Motion made by Commissioner Bynum that the Commission convene into Executive Session until 5:55 p.m. in the 9th floor conference room to consult with our attorneys and discuss confidential matters related to possible claims or litigation, which would be deemed privilege justification as permitted under Kansas Open Meetings, and Alan Howze, Acting County Administrator, Angela Lawson, Chief Counsel, Todd LaSala, Outside Counsel, and Deryl Wynn, Senior Advisor to the Mayor, participate in the discussion.

The motion was seconded by Commissioner Kump.

Vote: Motion carries 9/0

- Ayes: Hill, Pacheco, Lopez, Stites, Davis, Bynum, Kump, Howard, Burns
- Nays: None
- Absent: Ramirez

Present for the Executive Session: Bynum, Kump, Howard, Burns, Hill, Pacheco, Lopez, Stites, Davis, and Watson, Mayor/CEO; presiding. Staff Present: Alan Howze, Interim County Administrator, Angela Lawson, Chief Counsel, Deryl Wynn, Senior Advisor, Mayor's Office, and Todd LaSala, Outside Counsel.

Mayor Watson reconvened back into Special Meeting at 5:55 p.m.

Mayor Watson asked for a motion to go back into Executive Session.

Commissioner Bynum made a motion to extend the Executive Session until 6:15 p.m.
The motion was seconded by Commissioner Kump.

Vote: Motion carries 9/0

- Ayes: Hill, Pacheco, Lopez, Stites, Davis, Bynum, Kump, Howard, Burns
- Nays: None
- Absent: Ramirez

Mayor Watson reconvened back into Special Meeting at 6:15 p.m.

Mayor Watson asked for a motion to go back into Executive Session.

Commissioner Bynum made a motion to extend the Executive Session until 6:45 p.m.
The motion was seconded by Commissioner Kump.

Vote: Motion carries 9/0

- Ayes: Hill, Pacheco, Lopez, Stites, Davis, Bynum, Kump, Howard, Burns
- Nays: None
- Absent: Ramirez

Mayor Watson reconvened back into Special Meeting at 6:45 p.m.

Mayor Watson asked for a motion to go back into Executive Session.

Commissioner Bynum made a motion to extend the Executive Session until 7:00 p.m.
The motion was seconded by Commissioner Kump.

Vote: Motion carries 9/0

- Ayes: Hill, Pacheco, Lopez, Stites, Davis, Bynum, Kump, Howard, Burns
- Nays: None
- Absent: Ramirez

Mayor Watson reconvened back into Special Meeting at 7:00 p.m.

Adjournment:

Commissioner Bynum made a motion to adjourn. The motion was seconded by Commissioner Kump.

Vote: Motion carries 9/0

- Ayes: Hill, Pacheco, Lopez, Stites, Davis, Bynum, Kump, Howard, Burns
- Nays: None
- Absent: Ramirez

MAYOR WATSON ADJOURNED

THE MEETING AT 7:02 p.m.

OCTOBER 5, 2026

_____

Monica L. Sparks, CMC
Unified Government Clerk

MLS

CONSENT AGENDA ITEM NO. _____

Unified Government of Wyandotte County and Kansas City, Kansas

BOARD OF COMMISSIONERS

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

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

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MINUTES

SPECIAL MEETING

Wednesday, October 7, 2026
6:30 PM – 10:15 PM

Attendance:

Commissioners Present:

- Mayor Christal E. Watson
- Commissioner Bynum
- Commissioner Kump
- Commissioner Howard
- Commissioner Burns
- Commissioner Ramirez
- Commissioner Hill
- Commissioner Pacheco
- Commissioner Lopez
- Commissioner Stites
- Commissioner Davis

Commissioners Absent: None

Staff Present:

- Monica L. Sparks (Unified Government Clerk)
- Alan Howze (Interim County Administrator)
- Angela Lawson (Chief Counsel)
- Deryl Wynn (Senior Advisor, Mayor's Office)

Call to Order:

Mayor Christal E. Watson called the meeting to order at 6:30 PM.

Notice and Consent to Meeting:

NOTICE OF SPECIAL MEETING: You are hereby notified that a special meeting of the Unified Government of Wyandotte County/Kansas City, Kansas is scheduled to be conducted in person only on Wednesday, October 7, 2026, beginning at **6:30 p.m.** at the BPU Administration Building Conference Room, Rm 138, 540 Minnesota Avenue, Kansas City, Kansas. This meeting is a joint meeting with the Board of Public Utilities and the Unified Government Board of Commissioners to conduct an executive session for consultation with attorneys on matters that would be deemed privileged in an attorney-client relationship. **The executive session portion of the meeting is closed to the public under the Kansas Open Meetings Act.**

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.

Motion made by Commissioner Bynum that the Commission convene into Executive Session until 7:00 p.m. in the BPU's first floor conference room to consult with our attorneys and discuss confidential matters related to possible claims or litigation, which would be deemed privilege justification as permitted under Kansas Open Meetings, and Alan Howze, Acting County Administrator, Angela Lawson, Chief Counsel, Todd LaSala, Outside Counsel, and Deryl Wynn, Senior Advisor to the Mayor, and everyone listed in the BPU's motion for executive session participate in the discussion.

The motion was seconded by Commissioner Kump.

Vote: Motion carries 10/0

- Ayes: Lopez, Stites, Davis, Bynum, Kump, Howard, Burns, Ramirez, Hill, Pacheco
- Nays: None
- Absent: None

Present for the Executive Session: Lopez, Stites, Davis, Bynum, Kump, Howard, Burns, Ramirez, Hill, Pacheco, and Watson, Mayor/CEO; presiding. Staff Present: Alan Howze, Interim County Administrator, Angela Lawson, Chief Counsel, Deryl Wynn, Senior Advisor, Mayor's Office, and Todd LaSala, Outside Counsel.

Mayor Watson reconvened back into Special Meeting at 7:00 p.m.

Mayor Watson asked for a motion to go back into Executive Session.

Commissioner Bynum made a motion to extend the Executive Session until 7:30 p.m.
The motion was seconded by Commissioner Kump.

Vote: Motion carries 9/0

- Ayes: Lopez, Stites, Davis, Bynum, Kump, Howard, Burns, Ramirez, Pacheco
- Nays: None
- Absent: Hill (unavailable for vote; however, present for the executive session)

Mayor Watson reconvened back into Special Meeting at 7:30 p.m.

Mayor Watson asked for a motion to go back into Executive Session.

Commissioner Bynum made a motion to extend the Executive Session until 8:15p.m.
The motion was seconded by Commissioner Kump.

Vote: Motion carries 10/0

- Ayes: Lopez, Stites, Davis, Bynum, Kump, Howard, Burns, Ramirez, Hill, Pacheco
- Nays: None
- Absent: None

Mayor Watson reconvened back into Special Meeting at 8:15 p.m.

Mayor Watson asked for a motion to go back into Executive Session.

Commissioner Bynum made a motion to extend the Executive Session until 8:47 p.m.
The motion was seconded by Commissioner Kump.

Vote: Motion carries 9/0

- Ayes: Lopez, Stites, Davis, Bynum, Kump, Howard, Ramirez, Hill, Pacheco
- Nays: None
- Absent: Burns (unavailable for vote; however, present for the executive session)

Mayor Watson reconvened back into Special Meeting at 8:47 p.m.

Mayor Watson asked for a motion to go back into Executive Session.

Commissioner Bynum made a motion to extend the Executive Session until 9:10 p.m.
The motion was seconded by Commissioner Kump.

Vote: Motion carries 9/0

- Ayes: Lopez, Stites, Davis, Bynum, Kump, Howard, Burns, Ramirez, Hill
- Nays: None
- Absent: Pacheco

Mayor Watson reconvened back into Special Meeting at 9:10 p.m.

Mayor Watson asked for a motion to go back into Executive Session.

Commissioner Bynum made a motion to extend the Executive Session until 9:30 p.m. The motion was seconded by Commissioner Kump.

Vote: Motion carries 9/0

- Ayes: Lopez, Davis, Bynum, Kump, Howard, Burns, Ramirez, Hill, Pacheco
- Nays: None
- Absent: Stites (unavailable for vote; however, present for the executive session)

Mayor Watson reconvened back into Special Meeting at 9:30 p.m.

Mayor Watson asked for a motion to go back into Executive Session.

Commissioner Bynum made a motion to extend the Executive Session until 10:10 p.m. The motion was seconded by Commissioner Kump.

Vote: Motion carries 10/0

- Ayes: Lopez, Stites, Davis, Bynum, Kump, Howard, Burns, Ramirez, Hill, Pacheco
- Nays: None
- Absent: None

Mayor Watson reconvened back into Special Meeting at 10:10 p.m.

Adjournment:

Commissioner Bynum made a motion to adjourn. The motion was seconded by Commissioner Lopez.

Vote: Motion carries 10/0

- Ayes: Lopez, Stites, Davis, Bynum, Kump, Howard, Burns, Ramirez, Hill, Pacheco
- Nays: None
- Absent: None

MAYOR WATSON ADJOURNED

THE MEETING AT 10:15 p.m.

OCTOBER 7, 2026

_____

Monica L. Sparks, CMC
Unified Government Clerk

MLS

CONSENT AGENDA NO. _____

Unified Government Clerk's Office

Monica Sparks, CMC
Unified Government Clerk

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

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

Memorandum

To: Alan Howze
Interim County Administrator

From: Monica L. Sparks
UG Clerk

Date: September 3, 2026

Re: Weekly Business Material

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

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

Attachments

BJS

1. **CLAIMS:**
    - Pa Lee and Andrew Chang, Kansas City, KS, alleging personal injury on 12/01/2025.
    - Aisha Mitchell, Shawnee, KS, alleging personal injury on 06/17/2026.

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

2. **SUMMONS:**
    - John F. Bakarich, III et al., v. Unified Government of Wyandotte County/Kansas City, Kansas, et. al., Case No. WY-2026-CV-000694.
    - LaRwan McClaine v. Unified Government of Wyandotte County/Kansas City, Kansas, Case No. WY-2026-CV-000700.

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

3. **APPLICATIONS FOR DRINK. EST./PUBLIC VENUE:**
    - The Campground LLC, Jordan Fox, d/b/a: Sagebrush, 1639 Southwest Blvd, Kansas City, KS 66103.
    - Rare Hospitality of Kansas, Inc, Paula Jo Penegar, d/b/a: Longhorn Steakhouse of Speedway, 1708 Village West Pkwy, Kansas City, KS 66111.
    - Taqueria Mexico of Kansas Inc, Lilia F Torres-Romo, d/b/a: Taqueria Mexico #4, 3300 Rainbow Blvd, Kansas City, KS 66103.

    Action: Referred to License.

4. **APPLICATIONS FOR CATERER/DRINK EST/HOTEL:**
    - Mi Casa Bonita Mexican Bar & Grill LLC, Eddie Barajas-Zamora, d/b/a: Mi Casa Bonita Mexican Bar & Grill, 1709 Steele Rd, Kansas City, KS 66106.

    Action: Referred to License.

5. APPLICATIONS FOR PVT. CLUB CLASS A:

- Louis Torrez, d/b/a: American Legion Post 199, 7942 Leavenworth Rd, Kansas City, KS 66109.

Action: Referred to License

CONSENT AGENDA NO. _____

Unified Government Clerk's Office

Monica Sparks, CMC
Unified Government Clerk

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

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

Memorandum

To: Alan Howze
Interim County Administrator

From: Monica L. Sparks
UG Clerk

Date: September 24, 2026

Re: Weekly Business Material

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

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

Attachments

SLH

1. **PUBLIC NOTICE:**
    - Alandon Tow Service, 6224 Kansas Ave., Kansas City, KS 66111, held a public auto auction on September 1, 2026, at Alandon Tow Service.

    Action: Received and filed.

2. **CLAIMS:**
    - Kimberly Escobar Alvarado, Kansas City, KS, alleging damage to personal property on 09/17/2026.
    - Kathleen Backhaus, Pleasant Valley MO, alleging damage to personal vehicle on 9/12/2026.
    - David Haley, Kansas City, KS, alleging defamation on 09/23/2025.
    - Faybria Hendrix, Kansas City, MO, alleging personal injury on 09/06/2026.
    - Brittney Holliday, Kansas City, MO, alleging personal injury on 11/22/2024.
    - Kiera Lindesay, Kansas City, KS, alleging damage to personal vehicle on 09/19/2026.
    - Andre B. Maxwell Sr., Kansas City, KS, alleging over billing by BPU/Unified Government from 2003 to 06/30/2026.

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

3. **SUMMONS:**
    - Elihu Meggerson v. Daniel Anderson et. al., Case No. WY-2026-CV-000664.

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

4. **TRAVEL REQUESTS:**
    - Robert Allen, Fire Department, travel to Colorado Springs, CO, from 09/15/2026 through 09/20/2026, to participate in the IAFF Memorial, Employee Training and Travel.
    - Jeff Axe, Fire Prevention/Investigations, travel to Hutchinson, KS, from 10/11/2026 through 10/23/2026, to attend Basic Fire Investigation Essentials, Employee Training and Travel.
    - Maya Banks, KCKPD CID/VSU, travel to Nashville, TN, from 10/06/2026 through 10/09/2026, to attend WYCO Accelerator Program, Covered by Employee Training and Travel.

- Robert Carl, Police Department / RTICC, travel to Kansas City, MO from 09/09/2026 through 06/09/2027, to attend Leadership 2000, Employee Training and Travel.
- John Diaz, Police, travel to Little Rock, AR, from 09/20/2026 through 09/25/2026, to attend Evaluation Board for LT promotion, Covered by Little Rock Police Department.
- Lewis Edwards, KCKPD/ EOD, travel to Huntsville, AL, from 11/08/2026 through 12/18/2026, to attend FBI Hazardous Devices School, Employee Training and Travel.
- Brandon Holloway, Police Department, travel to Eddy Texas, from 09/25/2026 through 09/28/2026, to attend ALERRT AAIR Training, Employee Training and Travel.
- Zachary Jones, Urban Planning and Land use, travel to Wichita, KS, from 10/08/2026 through 10/09/2026, to attend 2026 Kansas Preservation Conference, Employee Training and Travel.
- Jessica Kraus, Fire/EMS, travel to Wichita, KS, from 11/02/2026 through 11/03/2026, to attend DCCCA Opiod & Stimulant Conference, Covered by EMS Travel.
- Brendan G. McEvoy, Police Department/Chief's Office/ Dignitary & Asset Protection, travel to Washington, D.C., from 09/29/2026 through 09/30/2026, to attend Mayor's trip to Washington D.C., Employee Training Travel.
- Krystal McFeders and JoQuita Union, Strategic Communications, travel to Topeka, KS, from 09/23/2026 through 09/24/2026, to KAPIO (KS Assoc. of Public Information), Employee Training and Travel.
- Jason Haworth, Patrick Holton, Todd Yergovich, NRC, travel to New Orleans, LA, from 10/05/2026 through 10/08/2026, to attend Accelarate 2026, Employee Training and Travel.
- Ivan Novikov, travel to New Orleans, LA, from 10/04/2026 through 10/08/2026, to attend Acella rate 2026, Employee Training and Travel.
- Phyllis Wallace, Human Services / Wyandotte County Developmental Disabilities Organization, travel to Lawrence KS, from 09/28/2026 through 09/30/2026, to attend Governors Conference, Employee Training and Travel.
- Phyllis Wallace, Human Services/CDDO, travel to Manhattan KS, from 10/21/2026 through 10/23/2026, to attend Interhab Power Up, covered by CDDO Admin Funds 171.
- David Weaver, KCKPD/EOD, travel to Huntsville, AL, from 11/15/2026 through 11/20/2026, to attend FBI Hazardous Devices Recertification, Employee Training and Travel.

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

5. APPLICATION FOR DRINK. EST./PUBLIC VENUE

- Johnnie's West LLC, William W Hutton, D/b/a: Johnnie's West, 8016 Leavenworth Rd, Kansas City, KS 66109.
- Robert Findley, Ethan Wolf, D/b/a: Findley's Quittin' time, 8048 Leavenworth Rd, Kansas City, KS 66109.

Action: Referred to License.

6. APPLICATIONS FOR LIQ. TEMP. LIC.:

- Fairfax Industrial Association, Melissa Clark, event name: Concert on the Kaw, 1401 Fairfax Tfwy, Kansas City, KS 66115. This temporary permit is for 10/01/2026 from 4:00 p.m. to 6:00 p.m.
- Fairfax Industrial Association, Melissa Clark, event name: Concert on the Kaw (Rain Date), 1401 Fairfax Tfwy, Kansas City, KS 66115. This temporary permit is for 10/08/2026 from 4:00 p.m. to 6:00 p.m.

Action: Referred to License.

7. APPLICATIONS FOR PRIVATE SECURITY:

- Universal Protection Service, LLC dba Allied Universal Security Services, 1100 Walnut St., Ste. 520, Kansas City, MO 64106.

Action: Referred to License.

CONSENT AGENDA NO. _____

Unified Government Clerk's Office

Monica Sparks, CMC
Unified Government Clerk

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

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

Memorandum

To: Alan Howze
Interim County Administrator

From: Monica L. Sparks
UG Clerk

Date: October 1, 2026

Re: Weekly Business Material

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

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

Attachments

BJS

1. **CLAIMS:**
    - Faybria Hendrix, Kansas City, MO, alleging personal injury on 09/06/2026.
    - Myles Purnell, Kansas City, KS, alleging emotional stress on 06/10/2026.

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

2. **SUMMONS:**
    - Michael Silva v. Gomez Properties & Investments, LLC et. al., Case No. WY-2026-CV-000790.

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

3. **TRAVEL REQUESTS:**
    - Stasha Ferguson and Ashley Lucero, HR Partner, travel to Las Vegas, NV, from 10/11/2026 through 10/15/2026, to attend Workday Rising, Employee Training and Travel.
    - Terrie Garrison, Health/Administration/Director's Office, travel to Manhattan, KS, from 10/04/2026 through 10/06/2026, to attend 2026 KS Public Health Association Annual Conference, Employee Training and Travel.
    - Christal E. Watson, Mayor's Office, travel to Cincinnati, OH, from 10/06/2026 through 10/08/2026, to attend Mayor's Institute on City Design (MICD), Employee Training and Travel.
    - Christal E. Watson, Mayor's Office, travel to Washington, DC, from 09/29/2026 through 09/30/2026, to attend a Legislative Visit, Employee Training and Travel.
    - Christal E. Watson, Mayor's Office, travel to Wichita, KS, from 10/08/2026 through 10/10/2026, to attend League of Mayor's Conference, Employee Training and Travel.
    - Deryl Wynn, Mayor's Office, travel to Washington, DC, from 09/15/2026 through 09/16/2026, to attend a Congressional Hearing, Employee Training and Travel.

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

Tracking ID: 211089

Report to
Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
		Mayor's Office

AGENDA ITEM #11.1.

CHARTERED ORDINANCE/CHARTERED RESOLUTION: RESCIND HOME RULE CHARTER ORDINANCE

BACKGROUND

A JOINT CHARTER ORDINANCE AND CHARTER RESOLUTION OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, RESCINDING IN ITS ENTIRETY CHARTER ORDINANCE NO. CO-01-26 AND CHARTER RESOLUTION NO. CR-02-26, PASSED ON OCTOBER 8, 2026, WHICH EXEMPTED THE UNIFIED GOVERNMENT FROM NEW SECTIONS 3(d)(1)(A), 3(d)(1)(B), 3(d)(1)(C), 3(d)(2), 5(b)(1)(B), 5(b)(1)(C), 5(c)(3), 5(c)(4), 5(d)(1), 5(d)(2), AND 8(a) OF HOUSE BILL NO. 2466, AS PUBLISHED IN THE KANSAS REGISTER ON APRIL 30, 2026, AND WHICH NEVER BECAME EFFECTIVE.

RECOMMENDATION

Approve

BUDGET IMPACTS / FINANCIAL CONSIDERATIONS

LEGAL/ POLICY CONSIDERATIONS

ATTACHMENTS

Execution Version - Ordinance No. CO-02-26 _ Resolution No. CR-03-26 - An Ordinance_Resolution Repealing Ordinance No. CO-01-26

Approved by Mayor/Administrator to add to agenda.

CHARTER ORDINANCE NO. CO-02-26
and CHARTER RESOLUTION NO. CR-03-26

A JOINT CHARTER ORDINANCE AND CHARTER RESOLUTION OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, RESCINDING IN ITS ENTIRETY CHARTER ORDINANCE NO. CO-01-26 AND CHARTER RESOLUTION NO. CR-02-26, PASSED ON OCTOBER 8, 2026, WHICH EXEMPTED THE UNIFIED GOVERNMENT FROM NEW SECTIONS 3(d)(1)(A), 3(d)(1)(B), 3(d)(1)(C), 3(d)(2), 5(b)(1)(B), 5(b)(1)(C), 5(c)(3), 5(c)(4), 5(d)(1), 5(d)(2), AND 8(a) OF HOUSE BILL NO. 2466, AS PUBLISHED IN THE KANSAS REGISTER ON APRIL 30, 2026, AND WHICH NEVER BECAME EFFECTIVE.

WHEREAS, on October 8, 2026, the Board of Commissioners of the Unified Government of Wyandotte County/Kansas City, Kansas (the "Governing Body") passed Charter Ordinance No. CO-01-26 and Charter Resolution No. CR-02-26 (the "Original Charter Ordinance and Resolution"), electing to exempt the Unified Government from, and make inapplicable to it, certain provisions of House Bill No. 2466, as published in the Kansas Register on April 30, 2026; and

WHEREAS, Section 2 of the Original Charter Ordinance and Resolution provided that it would be published once each week for two consecutive weeks in *The Wyandotte Echo*, and Section 3 thereof provided that it would take effect 61 days after final publication, subject to the right of the electors to petition for a referendum; and

WHEREAS, the Original Charter Ordinance and Resolution was published for the first time in *The Wyandotte Echo* on October 15, 2026; and

WHEREAS, the Original Charter Ordinance and Resolution was never published a second time, as required by Section 2 thereof and by article 12, section 5 of the Constitution of the State of Kansas, K.S.A. 19-101b, and other applicable law; and

WHEREAS, because the required second publication did not occur, the period of 61 days after final publication never commenced, and, therefore, the Original Charter Ordinance and Resolution never became effective; and

WHEREAS, the Governing Body finds and determines that it is in the public interest to formally rescind the Original Charter Ordinance and Resolution in its entirety in order to remove any uncertainty as to its status.

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

Section 1. Recitals. The foregoing recitals are hereby found to be true and correct and are incorporated into and made a part of this joint Charter Ordinance and Charter Resolution.

Section 2. Rescission. The Unified Government of Wyandotte County/Kansas City, Kansas, by the power vested in it by article 12, section 5, of the Constitution of the State of Kansas, and K.S.A. 19-101, K.S.A. 19-101a and K.S.A. 19-101b, hereby rescinds, repeals, and declares to be of no force or effect, in its entirety, Charter Ordinance No. CO-01-26 and Charter Resolution

No. CR-02-26, passed by the Governing Body on October 8, 2026. Nothing in this joint Charter Ordinance and Charter Resolution shall be construed as an acknowledgment that the Original Charter Ordinance and Resolution ever became effective.

Section 3. Publication. This joint Charter Ordinance and Charter Resolution shall be published once each week for two consecutive weeks in *The Wyandotte Echo*.

Section 4. Effective Date. This is a joint Charter Ordinance and Charter Resolution and shall take effect 61 days after final publication, unless (a) a petition signed by a number of electors within Wyandotte County equal to not less than two percent (2%) of the number of electors who voted at the last preceding November general election or 100 electors, whichever is the greater, shall be filed in the office of the Unified Government Election Commissioner demanding that this joint Charter Ordinance and Charter Resolution be submitted to a vote of the electors of Wyandotte County, in which event this joint Charter Ordinance and Charter Resolution shall take effect when approved by a majority of the electors of Wyandotte County, Kansas, voting at an election held for such purpose; or (b) a petition signed by a number of electors within the City of Kansas City, Kansas, equal to not less than ten percent (10%) of the number of electors who voted at the last preceding regular election shall be filed in the office of the Unified Government Clerk demanding that this joint Charter Ordinance and Charter Resolution be submitted to a vote of the electors of the City of Kansas City, Kansas, in which event this joint Charter Ordinance and Charter Resolution shall take effect when approved by a majority of the electors of the City of Kansas City, Kansas, voting at an election held for such purpose.

[The balance of the page intentionally left blank. Signature page to follow.]

PASSED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, NOT LESS THAN TWO-THIRDS OF THE MEMBERS ELECT VOTING IN FAVOR THEREOF, THIS 5TH DAY OF NOVEMBER 2026.

_____

Christal E. Watson, Mayor/CEO

ATTEST:

_____

Monica L. Sparks, Unified Government Clerk

APPROVED AS TO FORM:

_____

Wendy Green, Deputy Chief Counsel

Tracking ID: 211091

Report to
Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
		Legal

AGENDA ITEM #11.2.

ORDINANCE: AMENDED AND RESTATED PLEDGE

BACKGROUND

AN ORDINANCE AMENDING AND RESTATING THE ORDINANCE ELECTING TO PARTICIPATE IN A STAR BOND PROJECT BY SPECIFYING A PLEDGE OF LOCAL SALES AND USE TAXES AS A SOURCE OF REPAYMENT OF STAR BONDS TO BE ISSUED BY THE KANSAS DEVELOPMENT FINANCE AUTHORITY AND SETTING THE BASE YEAR REVENUE FOR LOCAL SALES AND USE TAXES, ALL PURSUANT TO K.S.A. 12-17,160 ET SEQ., AS AMENDED.

RECOMMENDATION

Approve

BUDGET IMPACTS / FINANCIAL CONSIDERATIONS

LEGAL/ POLICY CONSIDERATIONS

ATTACHMENTS

Execution Version - Ordinance

Approved by Mayor/Administrator to add to agenda.

(Published in *The Wyandotte Echo* on _____, 2026)

ORDINANCE NO. O-23-26A

AN ORDINANCE AMENDING AND RESTATING THE ORDINANCE ELECTING TO PARTICIPATE IN A STAR BOND PROJECT BY SPECIFYING A PLEDGE OF LOCAL SALES AND USE TAXES AS A SOURCE OF REPAYMENT OF STAR BONDS TO BE ISSUED BY THE KANSAS DEVELOPMENT FINANCE AUTHORITY AND SETTING THE BASE YEAR REVENUE FOR LOCAL SALES AND USE TAXES, ALL PURSUANT TO K.S.A. 12-17,160 *ET SEQ*., AS AMENDED.

WHEREAS, pursuant to K.S.A. 12-17,160 *et seq*., as amended (the "STAR Bonds Financing Act") the Unified Government of Wyandotte County/Kansas City, Kansas (the "UG"), is authorized to assist in the development and redevelopment of eligible areas within and without the UG in order to promote, stimulate, and develop the general and economic welfare of the State of Kansas and its communities; and

WHEREAS, pursuant to K.S.A. 12-17,181, the Legislative Coordinating Council (the "LCC") may approve the Kansas Secretary of Commerce (the "Secretary") entering into an agreement with a major professional sports franchise for the purpose of developing and financing a major professional sports complex in accordance with the provisions of the STAR Bonds Financing Act; and

WHEREAS, on January 30, 2026, the UG received a letter from the Secretary (the "Letter") providing notice that on December 22, 2025, the LCC approved and the Secretary entered into a STAR Bond Agreement (Project Monitor 2.0) with the Kansas City Chiefs Football Club, Inc. (the "Agreement") to develop and finance a major professional sports complex within the Base Revenue Area (as defined below) and to include a new, state-of-the-art domed football stadium and a minimum of $325 million of Qualified Ancillary Development as described in the Letter and in the Agreement (the "STAR Bond Project"); and

WHEREAS, the Letter further states that a portion of the costs of the STAR Bond Project will be financed with bonds issued pursuant to the STAR Bonds Financing Act (the "Bonds") by the Kansas Development Finance Authority ("KDFA"); and

WHEREAS, pursuant to K.S.A. 12-17,164(a)(1)(B), the governing body of the UG (the "Governing Body"), after holding a public hearing, may elect to participate in the STAR Bond Project through passage of an ordinance pledging local tax revenues that support repayment of the Bonds not later than sixty (60) days after the LCC's approval of the Agreement; and

WHEREAS, the Letter generally describes the boundaries of the portion of the proposed STAR bond project district within the UG for which the State has requested, and the UG desires

to pledge, the Pledged Revenue (as defined below) (the "Base Revenue Area") which Base Revenue Area is depicted in **Exhibit A** and legally described in **Exhibit B** attached hereto; and

WHEREAS, pursuant to K.S.A. 12-17,162(hh)(2) and K.S.A. 12-17,169, the UG (with approval of the Secretary) may set the amount of base year revenue ("Base Revenue"), with certain local tax revenues (as specified by the UG) collected within the Base Revenue Area in excess of Base Revenue to constitute "tax increment" (as defined in the STAR Bonds Financing Act) and be pledged as a source of repayment for the Bonds; and

WHEREAS, on February 3, 2026, the Governing Body conducted a public hearing on its proposed election to participate in the STAR Bond Project by pledging the Pledged Revenue (as defined herein) to support the repayment of the Bonds; and

WHEREAS, on February 5, 2026, the Governing Body adopted Ordinance No. O-23-26 (the "Original Ordinance") agreeing to participate in the STAR Bond Project by pledging the Pledged Revenue to support the repayment of the Bonds as further described in the Original Ordinance, and subject to certain conditions as set forth in the Original Ordinance.

WHEREAS, the Governing Body now desires to amend the Original Ordinance to modify certain conditions set forth in the Original Ordinance, and this Ordinance is therefore intended to amend and restate the Original Ordinance in its entirety.

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

Section 1. The Secretary has approved and the Governing Body hereby establishes a Base Revenue figure of $0.00.

Section 2. Subject to and conditioned upon the terms of **Section 4** and any requirements of the Secretary and KDFA, the UG hereby pledges the following to support the repayment of the Bonds and any bonds issued to refinance the Bonds (collectively, the "Pledged Revenue"):

A. For a period of up to thirty (30) years, all of the UG's city general sales and use tax that is not committed to other uses by election of voters (currently one percent (1.0%)) from within the Base Revenue Area above the Base Revenue, subject to the exclusions set forth in **Section 3**.

B. For a period of up to thirty (30) years, all of the UG's share (currently 93.1733%) of the county general sales and use tax that is not committed to other uses by election of voters (currently one percent (1.0%)) from within the Base Revenue Area above the Base Revenue, subject to the exclusions set forth in **Section 3**.

C. For a period of up to thirty (30) years, all of the UG's gross receipts of transient guest taxes imposed up to a rate of eight percent (8.0%) pursuant to K.S.A. 12-1696 *et seq.*, as amended and supplemented by Charter Ordinance Nos. CO-01-18 and CO-01-25 of

the UG (currently seven and eighty-four one hundredths of one percent (7.84%), based upon the current tax rate of eight percent (8.0%) less the administrative fee retained by the State (currently two percent (2.0%)), with respect to sleeping accommodations in any hotel, motel, or tourist court located within the Base Revenue Area.

Section 3. Without limiting the generality of the exclusions described in **Section 2** above, the UG specifically excludes from the Pledged Revenue its emergency medical services sales tax which is currently one-quarter percent (0.25%), its public safety and neighborhood infrastructure tax which is currently three hundred seventy-five thousandths percent (0.375%), any other retail sales and compensating use taxes that are committed to other uses by election of voters, any sales taxes generated by existing or future special taxing districts aside from the Base Revenue Area (e.g., community improvement districts or transportation development districts), incremental transient guest tax revenue produced from a levy exceeding eight percent (8.0%), and all revenue produced outside of the Base Revenue Area.

Section 4. The UG's pledge of the Pledged Revenue pursuant to **Section 2** is hereby subject to and expressly contingent on the following (collectively, the "Contingencies"):

(a) the STAR Bond Project locating within Base Revenue Area; and

(b) issuance of a series of Bonds by KDFA or another governmental issuer to finance the STAR Bond Project no later than December 31, 2030, or such other subsequent date which may be approved by the UG.

Upon satisfaction of the Contingencies, the Mayor/CEO is hereby authorized and directed to execute the certificate evidencing the satisfaction of such Contingencies in substantially the form as attached hereto as **Exhibit C**. If a Contingency is not timely satisfied or waived by the Governing Body, the UG's pledge of the Pledged Revenue will automatically terminate unless renewed by the Governing Body. Further, the UG's pledge of the Pledged Revenue will terminate upon repayment of the Bonds and any bonds issued to refinance the Bonds.

Section 5. Subject to the STAR Bonds Financing Act, the Governing Body may in its sole discretion, upon request of the Secretary, amend this Ordinance to modify, adjust, or reconfigure the Base Revenue Area.

Section 6. Except as may otherwise be approved by the Governing Body, there will be no issuance of bonds by the UG, including full faith and credit bonds, to pay the costs of the STAR Bond Project. Further, the Bonds, together with interest and premium thereon, will not be an obligation of the UG but will be limited obligations payable solely from the trust estate to be pledged to the payment thereof. In no event will the Bonds be deemed to constitute a debt or liability of the UG, and the issuance of the Bonds will not obligate the UG to levy any form of taxation therefor or to budget or make any appropriation for repayment thereof. Nothing relating to the issuance of the Bonds will be construed to be a debt or loan of credit of the UG within the meaning of any constitutional or statutory debt limitation or restriction.

Section 7. The Mayor/CEO, County Administrator, Clerk, and other officials, employees, and consultants of the UG, are hereby authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Ordinance.

Section 8. This Ordinance shall be effective upon its passage by the Governing Body, approval by the Mayor/CEO, and publication once in the official newspaper of the UG.

PASSED by the Governing Body this ____ day of November 2026.

SIGNED by the Mayor/CEO this ____ day of November 2026.

_____
Christal E. Watson, Mayor/CEO

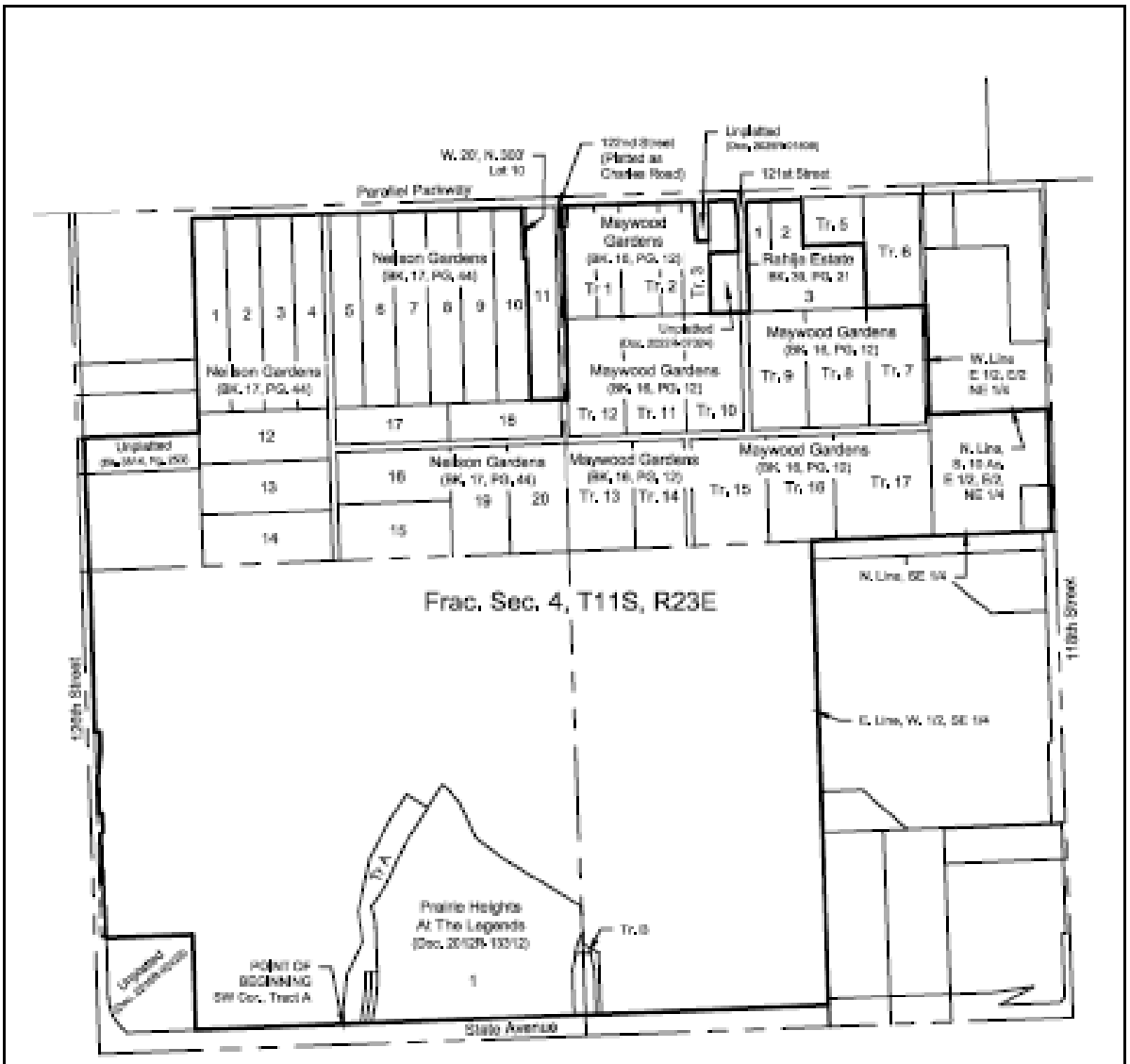
(SEAL)

_____
Monica L. Sparks, Unified Government Clerk

Approved as to form:

_____
Wendy Green, Deputy Chief Counsel

EXHIBIT A
MAP OF PROPOSED BASE REVENUE AREA



PROJECT NO: A24-07417	PROPERTY DESCRIPTION	olsson	7301 West 133rd Street Suite 200 Overland Park, KS 66213 olsson.com TEL 913.381.1170 Olsson	EXHIBIT "A" Page 3 of 3
DRAWN BY: CRS			Kansas COA #LS-114	
DATE: 10.08.2026				

EXHIBIT B
LEGAL DESCRIPTION OF
BASE REVENUE AREA

All of Lot 1, Tract A, Tract B and adjoining 122nd Street and 124th Street rights-of-way, Prairie Heights At The Legends; together with all of Tracts 1, 2, and 7 thru 17, inclusive, a portion of Tract of Tract 3, and adjoining 119th Street, 121st Street and Wood Avenue rights-of-way, Maywood Gardens; together with all of Lots 1, 2 and 3, Rahija Estate; together with all of Lots 1 thru 9, inclusive, all of Lots 12 thru 20, inclusive and a portion of Lot 10 and adjoining Wood Avenue and 134th Street rights-of-way, Neilson Gardens, all platted subdivisions; together with unplatted tracts of land, all lying in Fractional Section 4, Township 11 South, Range 23 East of the 6th Principal Meridian, in Kansas City, Wyandotte County, Kansas, more particularly described by Chris R. Sprague, Kansas PS-1632, of Olsson, LS-114, on October 8, 2026, as follows:

BEGINNING at the Southwest corner of said Tract A, Prairie Heights At The Legends, said point also lying on the Northerly right-of-way line of State Avenue, as now established; thence Westerly, on said Northerly right-of-way line to a point on the East line of a tract of land as established by Warranty Deed recorded in Document No. 2016R-02423; thence Northerly, departing said Northerly right-of-way line and on said East line to the Northeast corner of said Warranty Deed; thence Westerly, on the North line of said Warranty Deed, to a point on the Easterly right-of-way line 126th Street as now established; thence Northerly, departing said North line and on said Easterly right-of-way line, to a point on the North line of a tract of land as established by Warranty Deed recorded in Book 3184, Page 253; thence Easterly, departing said Easterly right-of-way line and on said North line, to a point on the West plat line of said Neilson Gardens; thence Northerly, departing said North line and on said West line, to a point on the South right-of-way line of Parallel Parkway, as now established; thence Easterly, departing said West line and on said South right-of-way line to a point on the West line of the East 20 feet of said Lot 10, Neilson Gardens; thence Southerly, departing said Southerly right-of-way line and on said West line, to the Southwest corner of the North 300 feet of the East 20 feet of said Lot 10; thence Easterly, on the South line of said North 300 feet, 20.00 feet to a point on the East line of said Lot 10; thence Southerly, departing said South line and on said East line, to the Southeast corner of said Lot 10, said point also being on the North line of said Lot 18, Neilson Gardens; thence Easterly, departing said East line and on said North line and its Easterly prolongation, to a point on the East right-of-way line of 122nd Street (platted as Westview Road), as now established; thence Northerly, departing said Easterly prolongation and on said East right-of-way line, to a point on said South right-of-way line of said Parallel Parkway; thence Easterly, departing said East right-of-way line and on said South right-of-way line, to a point on the West line of a tract of land as established by Transfer on Death Deed, recorded in Document No. 2025R-01808; thence Southerly, departing said South right-of-way line and on said West line, to the Southwest corner of said Transfer on Death Deed; thence Easterly, on the South line of said Transfer on Death Deed, to the Southeast corner of said Transfer on Death Deed; thence Northerly, on the East line of said Transfer on Death Deed, to a point on said South right-of-way line of said Parallel Parkway; thence Easterly, departing said East line and on said South right-of-way line to a point the West right-of-way line of 121st Street as now established; thence Southerly, departing said South right-of-way line and on said West right-of-way line, to a point on the North line of a tract of land last as established by General Warranty Deed – Joint Tenancy, recorded in Document No. 2022R-07024; thence Westerly, departing said West right-of-way line and on said North line to the Northwest corner of said General Warranty Deed; thence Southerly, on the West line of said General Warranty Deed, to the Southwest corner of said General Warranty Deed, said point also being on the South line of said Tract 3, Maywood Gardens; thence Easterly, on said South line and its Easterly prolongation, to the Southwest corner of said Lot 3, Rahija Estate, said point also lying on the East right-of-way line of said 121st Street; thence Northerly, on said East right-of-way line, to a point on said South right-of-way line of said Parallel Parkway; thence Easterly, departing said Easterly right-of-way line and on said South right-of-way line, to the Northeast corner of said Lot 2, Rahija Estate; thence Southerly, departing said South right-of-way line and on the East line of said Lot 2, to a point on the North line of said Lot 3, Rahija Estate; thence Easterly, departing said East line and on said North line, to the Northeast corner of said Lot 3; thence Southerly, on the East line of said Lot 3, to the Southeast corner of said Lot 3, said point also lying on the North line of said Lot 7, Maywood Gardens; thence Easterly, on said North line and its Easterly prolongation, to a point on the West line of the East Half of the East Half of the Northeast Quarter said Fractional Section 4; thence Southerly, departing said Easterly prolongation and on said West line, to a point on the North line of the South 10 Acres of said East Half of the East Half of the Northeast Quarter said Fractional Section 4; thence Easterly, departing said West line and on said North line, to a point on the West right-of-way line of 118th Street, as now established; thence Southerly, departing said North line and on said West right-of-way line, to a point on the North line of the Southeast Quarter of said Fractional Section 4; thence Westerly, departing said West right-of-way line and on said North line, to a point on the East line of the West Half of said Southeast Quarter; thence Southerly, departing said North line and on said East line, to a point on the North right-of-way line of said State Avenue; thence Westerly, departing said East line and on said North right-of-way line, to the POINT OF BEGINNING.

EXHIBIT C
FORM OF CERTIFICATE

CERTIFICATE ACKNOWLEDGING SATISFACTION OF CONTINGENCIES

The undersigned Mayor/CEO of the Unified Government of Wyandotte County/Kansas City, Kansas (the "UG"), hereby acknowledges that the Contingencies, as defined in Ordinance No. O-__-26A passed by the governing body of the Unified Government on November__, 2026 (the "Ordinance"), have been timely satisfied or waived, and the UG's pledge of the Pledged Revenue (as defined in the Ordinance) is hereby final.

_____, 20__

_____
Mayor/CEO

Tracking ID: 21916

Report to
Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
	Wendy Green, Assistant Counsel Lisa Rangel, Professional Assistant wmgreen@wycokck.org, lrangel@wycokck.org x5679, x5141	Commissioners' Office

AGENDA ITEM #12.1.

RESOLUTION: CREATION OF CITIZEN OVERSIGHT BOARD RELATED TO COUNTYWIDE RETAILERS' SALES TAX INITIATIVE

BACKGROUND

Adoption of a resolution regarding the creation of a citizen oversight board related to the countywide retailers' sales tax initiative to advise on how funds would be expended.

RECOMMENDATION

Approve

BUDGET IMPACTS / FINANCIAL CONSIDERATIONS

N/A

LEGAL/ POLICY CONSIDERATIONS

ATTACHMENTS

Health Care Sales Tax Resolution - Final, Updated-Health_Care_Sales_Tax

Approved by Mayor/Administrator to add to agenda.

RESOLUTION NO. _____

A RESOLUTION OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, ESTABLISHING THE HEALTH CARE SALES TAX CITIZEN OVERSIGHT BOARD, PROVIDING FOR ITS COMPOSITION, DUTIES, AND MEETING SCHEDULE, DEFINING ELIGIBLE USES OF THE HEALTH CARE SALES TAX PROCEEDS, AND ESTABLISHING REPORTING METRICS TO EVALUATE THE EFFECTIVENESS OF THE TAX.

WHEREAS, the Board of Commissioners of the Unified Government of Wyandotte County/Kansas City, Kansas (the "Unified Government") adopted a resolution calling a special question election, to be held November 3, 2026, on the question of imposing a one-quarter percent (0.25%) countywide retailers' sales tax (the "Health Care Sales Tax") pursuant to K.S.A. 12-187 et seq., as amended, for the purpose of financing the costs of providing health care services, including but not limited to indigent care, behavioral health, substance abuse, and preventive health care services, and the County Health Department; and

WHEREAS, pursuant to K.S.A. 65-201(a), the Board of Commissioners of the Unified Government acts as the county board of health for Wyandotte County, and this Resolution is intended to support the Board of Commissioners in that capacity by establishing a citizen body to help monitor the health outcomes and services financed by the Health Care Sales Tax; and

WHEREAS, this Resolution, and the Health Care Sales Tax Citizen Oversight Board, Health Care Sales Tax Fund, and other measures it establishes, are being adopted in advance of the November 3, 2026 special question election so that the Unified Government is prepared to implement oversight and administration of the Health Care Sales Tax without delay; if the Health Care Sales Tax is approved by a majority of qualified electors voting on the proposition at that election, this Resolution shall take effect on April 1, 2027, the date collection of the Health Care Sales Tax is anticipated to commence; and if the proposition is not so approved, this Resolution shall not take effect and shall be null, void, and of no force or effect; and

WHEREAS, the Unified Government recognizes that public trust in the Health Care Sales Tax depends on transparent, consistent, and independently monitored reporting of how proceeds are collected and spent, and on clear, measurable evidence of the tax's impact on the health and wellbeing of Wyandotte County residents; and

WHEREAS, Wyandotte County has consistently ranked among the least healthy of the 105 counties in the State of Kansas, including a near-bottom ranking in the most recent County Health Rankings & Roadmaps data, a program administered through a collaboration between the Robert Wood Johnson Foundation and the University of Wisconsin Population Health Institute, reflecting persistent disparities in health outcomes, access to care, and the socioeconomic factors that drive health in the County, and underscoring the need for a dedicated, transparently governed funding source to improve health outcomes for County residents; and

WHEREAS, the Unified Government finds it necessary and advisable to establish a Health Care Sales Tax Citizen Oversight Board, composed of residents of each Commission district, to monitor the collection and expenditure of the Health Care Sales Tax, to review the outcomes of the programs and services it funds, to make funding-priority recommendations to the Board of Commissioners regarding proposed uses of the Fund described in Section 11, and to report its findings to the Board of Commissioners and the public, with the Board of Commissioners retaining final authority over all funding decisions; and

WHEREAS, the Wyandotte County Sheriff's Office is a separately elected constitutional office responsible for maintaining jail population data, such that access to that data for purposes of this Resolution will require a formal request; and

WHEREAS, the Board of Commissioners further finds it advisable to provide administrative guidance governing the Board's internal procedures, record keeping, and coordination with the County Administrator, and legislative guidance governing codification and periodic review of the Health Care Sales Tax program, so that the Board and the program it oversees operate consistently with Kansas law and Unified Government policy;

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

THAT, CONTINGENT AND CONDITIONED UPON APPROVAL OF THE HEALTH CARE SALES TAX BY A MAJORITY OF QUALIFIED ELECTORS VOTING ON THE PROPOSITION AT THE NOVEMBER 3, 2026, SPECIAL QUESTION ELECTION, AND NOT OTHERWISE:

Section 1. Establishment of the Board; Contingent Enactment.

There is hereby established the Health Care Sales Tax Citizen Oversight Board (the "Board"), which shall serve in an independent capacity to (a) provide financial oversight of the collection and expenditure of proceeds of the Health Care Sales Tax, (b) monitor the health outcomes and performance of programs funded with those proceeds, and (c) make non-binding funding-priority recommendations to the Board of Commissioners regarding proposed uses of the Fund described in Section 11, with the Board of Commissioners retaining final authority over all funding decisions. This Resolution shall be enacted, and the Board, the Health Care Sales Tax Fund, and all other provisions of this Resolution shall take effect, if and only if a majority of qualified electors voting on the proposition approve the Health Care Sales Tax at the November 3, 2026 special question election. If the proposition is not approved by the electors, this Resolution shall not be enacted, shall be null, void, and of no force or effect in its entirety, no Board shall be established, and no obligations shall arise under it.

Section 2. Composition and District Residency.

The Board shall consist of one (1) member appointed from each Commission district of the Unified Government. Each appointed member must be a resident of, and maintain residency in, the district from which the member is appointed for the duration of the member's term. Should a member cease to reside in the district represented, that member's seat shall be deemed vacant, and a successor shall be appointed in the same manner as the original appointment.

Members shall be appointed by the Board of Commissioners, with each Commissioner nominating the member to represent that Commissioner's district, subject to confirmation by the full Board of Commissioners.

In making appointments under this Section, the Board of Commissioners is encouraged to ensure that, collectively, the Board's membership reflects a range of relevant expertise, including

public health, health care delivery, behavioral health, finance, data and program evaluation, community-based services, and lived experience with the services funded under this Resolution.

Section 3. Chair.

The Mayor/CEO of the Unified Government shall appoint the Chair of the Board subject to confirmation by the full Board of Commissioners. The chair shall be a resident of Wyandotte County and maintain residency therein during their appointment. The Chair shall preside over meetings, coordinate the preparation of reports required under this Resolution, and serve as the Board's principal point of contact with the Board of Commissioners and the public.

Section 4. Terms of Office.

The term of each member shall be coterminous with the term of the Commissioner who appointed that member. A member's seat shall become vacant upon the expiration or earlier termination of the appointing Commissioner's term of office, including as a result of an election, resignation, removal, or death. Within sixty (60) days after a new or re-elected Commissioner is seated for a district, that Commissioner shall appoint a member to represent the district on the Board, who may be the same individual who previously served. A member whose seat becomes vacant under this Section may continue to serve until a successor is appointed and confirmed. A vacancy arising for any other reason shall be filled for the unexpired portion of the term in the same manner as the original appointment.

Section 5. Meetings.

The Board shall meet no fewer than four (4) times per calendar year to review revenue collections, expenditures, and program performance associated with the Health Care Sales Tax, except that during its first year of operation the Board shall meet no fewer than six (6) times to establish its bylaws, funding-recommendation procedures, and initial reporting framework. Meetings shall be open to the public and noticed in accordance with the Kansas Open Meetings Act, K.S.A. 75-4317 et seq. The Board may hold additional meetings as it deems necessary to carry out its duties.

Section 6. Eligible Uses of Health Care Sales Tax Proceeds.

Pursuant to K.S.A. 12-187(b)(5), as amended, proceeds of the Health Care Sales Tax may be used only for the purposes stated in the ballot question approved by the electors: financing the costs of providing health care services, including, but not limited to, indigent care, behavioral health, substance abuse, preventive health care services, and the County Health Department (collectively, the "Ballot Health Care Services"). This Resolution does not expand the eligible uses of the Health Care Sales Tax beyond the Ballot Health Care Services, notwithstanding that K.S.A. 12-187(b)(5) separately defines "health care services" more broadly for purposes of the taxing authority generally.

Consistent with, and in furtherance of, the Ballot Health Care Services, proceeds of the Health Care Sales Tax may be used to fund activities including, but not limited to, the following, provided that each activity constitutes indigent care, behavioral health services, substance abuse services, preventive health care services, or County Health Department services, and provided further that proceeds may be used only for the direct cost of providing such health care services:

- Health care services, including mental health services or indigent health care, delivered to residents of tiny home villages that provide transitional or supportive housing.
- Mobile health clinics that deliver preventive health care services or indigent care to underserved areas of the County;
- Assistance with the cost of nursing home care for low-income residents, as a form of indigent care;
- Health care services, including indigent health care or mental health services, delivered on-site at shelter facilities for individuals experiencing homelessness.
- Community health worker programs that provide preventive health care services and care coordination in underserved areas of the County;
- Community paramedic programs operated by cities within Wyandotte County that provide preventive health care services, indigent care, or behavioral health follow-up to reduce avoidable emergency care; and

- Other indigent care, behavioral health, substance abuse, and preventive health care services, and support for the County Health Department, consistent with the Ballot Health Care Services.

No proceeds of the Health Care Sales Tax may be used for a purpose that does not constitute a Ballot Health Care Service. All programs and activities funded with Health Care Sales Tax proceeds must be located and provided within the geographic boundaries of Wyandotte County, Kansas, and must directly serve Wyandotte County residents; no proceeds of the Health Care Sales Tax may be expended for programs, services, or activities located or provided outside Wyandotte County.

Section 7. Duties of the Board.

The Board shall:

- Review, at each meeting, the revenue collected from the Health Care Sales Tax and the expenditure of such revenue by program and provider;
- Evaluate whether expenditures are consistent with the purposes of the Health Care Sales Tax as approved by the electors;
- Review the Reporting Metrics set forth in Section 8 of this Resolution and identify trends, gaps, or concerns;
- Solicit public comment regarding the administration and effectiveness of the Health Care Sales Tax;
- Prepare and submit an annual public report to the Board of Commissioners summarizing its findings and any recommendations;
- Review funding proposals, applications, or requests submitted for use of the Fund described in Section 11 and make non-binding funding-priority recommendations to the Board of Commissioners by June 1st of every year (starting in 2028), regarding proposed awards, consistent with the funding-recommendation procedures established under this Section; and

- Monitor the performance of funded programs and providers, including whether previously funded providers are meeting agreed-upon deliverables, and recommend corrective action or discontinuation of funding to the Board of Commissioners where performance concerns arise.

The County Administrator, in consultation with the Board, shall establish and periodically update written procedures governing the solicitation, review, and scoring of funding proposals under this Section, the process for recommending funding awards, the monitoring of funded contracts and providers, and the process for addressing underperformance, subject to final approval of funding awards by the Board of Commissioners.

Section 8. Reporting Metrics.

Because financial-accountability measures, countywide health indicators, service-delivery outputs, program-specific outcomes, and longer-term population-health outcomes serve different purposes, not every metric described in this Section will apply to every program funded under this Resolution; the Board and the County Administrator shall identify, for each funded program, which of the following data points are relevant to measuring that program's actual purpose (for example, tuberculosis control, childhood lead prevention, diabetes management, behavioral health, EMS, or maternal and infant health).

To evaluate the effectiveness of the Health Care Sales Tax, the County Administrator shall compile, and the Board shall review, data including but not limited to the following:

1. Bi-annual trends in the Wyandotte County jail population;
2. Emergency Medical Services (EMS) call volume relating to health issues, including behavioral health and substance abuse-related calls;
3. The number of residents receiving health care services funded in whole or in part by the Health Care Sales Tax;
4. Job placement outcomes among residents served by Health Care Sales Tax-funded programs;

5. Changes in income among residents served by Health Care Sales Tax-funded programs;

6. Attainment of permanent housing among residents served by Health Care Sales Tax-funded programs, including those transitioning from tiny home villages or shelter facilities;

7. The number of residents who transition from Health Care Sales Tax-funded assistance to other long-term health care coverage (including Medicaid, Medicare, employer-sponsored coverage, or marketplace coverage);

8. Total Health Care Sales Tax revenue generated on an annual basis, and a comparison to projected collections;

9. The average and median length of time residents receive assistance funded by the Health Care Sales Tax; and

10. Any other data points the Board or the County Administrator determines are pertinent to assessing community health needs and judging the effectiveness of the Health Care Sales Tax.

In reporting on countywide indicators such as jail population trends and EMS call volume, the Board's annual report shall distinguish between a funded program's contribution to an observed trend and a claim that the Health Care Sales Tax was solely or primarily responsible for that trend, given that such countywide indicators are influenced by many factors beyond programs funded under this Resolution.

The County Administrator, in consultation with the Board, shall establish common data definitions, baseline data, provider-reporting standards, data-sharing agreements, and privacy protections necessary to compile the data described in this Section, and shall designate a responsible party to validate the accuracy of data presented to the Board, including demographic and geographic breakdowns where reasonably available.

Section 9. Jail Population Data; Coordination with the Sheriff's Office.

The Wyandotte County Sheriff's Office, as an independently elected office, maintains jail population data that is not within the direct custody or control of the County Administrator. The

County Administrator is hereby authorized and directed to formally request bi-annual jail population data from the Sheriff's Office for purposes of the reporting metrics described in Section 8. If the Sheriff's Office does not provide requested data by the reporting deadline in Section 10, the Board shall note the omission, along with the status of the request, in its annual report.

Section 10. Annual Report.

Beginning no later than March 31, 2029, and no later than March 31 of each year thereafter, the County Administrator shall provide the Board with the data described in Section 8, including any data obtained under Section 9. The Board shall thereafter compile and submit a written annual report to the Board of Commissioners, which shall be made available to the public, summarizing revenue collected, expenditures made, programs funded, and outcomes achieved under the Health Care Sales Tax during the preceding fiscal year. The Board's first annual report shall address the partial year of collections anticipated between the commencement of collection on April 1, 2027, and December 31, 2027, as well as the second year of collections ending December 31, 2028.

Section 11. Health Care Sales Tax Fund.

Proceeds of the Health Care Sales Tax shall be deposited into a special fund of the Unified Government to be known as the "Health Care Sales Tax Fund" (the "Fund"). Monies in the Fund, together with any interest earned thereon, shall be used exclusively for the Ballot Health Care Services described in Section 6, and shall be spent only within Wyandotte County for the direct benefit of Wyandotte County residents. Consistent with K.S.A. 12-187(b)(5) and the ballot language approved by the electors, Fund proceeds may be used to support the County Health Department, including its existing operations, and the Board of Commissioners shall annually disclose, as part of the budget process, the extent to which Fund proceeds are used in place of previously budgeted general fund support for the County Health Department or other Ballot Health Care Services. The Unified Government's Finance Department shall maintain accounting records sufficient to separately track revenue and expenditures of the Fund and shall make those records available to the Board in connection with its duties under Section 7.

Up to [3]% of annual Fund revenue may be used to pay the reasonable administrative costs of implementing activities of the health tax, including the Board's operating budget described in Section 12 and the staff support described in Section 14.

Unexpended and unencumbered Fund balances at the close of a fiscal year shall remain in the Fund and shall not lapse to the general fund. The Board of Commissioners may establish a reasonable operating reserve within the Fund.

The Fund shall be included within the scope of the Unified Government's annual independent financial audit, and the Board of Commissioners may direct a periodic independent performance audit of programs funded under this Resolution.

Section 12. Administrative Guidance.

Within ninety (90) days after the Board is first seated, the Board shall adopt written bylaws governing its internal procedures, including rules of order, quorum requirements, officer roles, and the process for filling vacancies consistent with Section 4. Board members shall be subject to the Unified Government's applicable conflict-of-interest and ethics policies, including recusal from any matter in which a member or a member's immediate family has a direct financial interest. All Board meetings, records, and reports are subject to the Kansas Open Meetings Act, K.S.A. 75-4317 et seq., and the Kansas Open Records Act, K.S.A. 45-215 et seq. The Unified Government's Legal Department shall make training on these requirements available to Board members within sixty (60) days of appointment, and the County Administrator shall provide the Board with a proposed annual operating budget, payable from the Fund described in Section 11 subject to the limitation in that Section, sufficient to cover meeting, data-compilation, and reporting costs described in this Resolution.

Section 13. Legislative Guidance and Periodic Review.

If the Health Care Sales Tax is approved by the electors, the County Administrator shall prepare an implementing resolution codifying the Fund described in Section 11, the Board described in Section 1, and the eligible uses described in Section 6, for consideration by the Board of Commissioners within one hundred eighty (180) days after certification of the election results, consistent with the Unified Government's practice of acting by resolution on matters of county

governance. The Board of Commissioners shall review the Health Care Sales Tax program, the Board's composition and duties, and the reporting metrics described in Section 8 no less than once every five (5) years and may adopt amendments by resolution to improve program effectiveness, data quality, or reporting accuracy. Any amendment that materially narrows the reporting metrics described in Section 8 or the eligible uses described in Section 6 shall require an affirmative vote of the Board of Commissioners at a public meeting following presentation of the Board's most recent annual report.

Section 14. Staff Support.

The County Administrator shall designate existing staff, a contracted service provider, or a position funded from the Fund described in Section 11 to provide administrative support to the Board, including scheduling meetings, compiling data described in Sections 8 and 9, and assisting in the preparation of the annual report described in Section 10.

Section 15. Severability.

If any section, clause, or provision of this Resolution is held invalid, the invalidity shall not affect the remaining sections, clauses, or provisions, which shall remain in full force and effect.

Section 16. Effective Date.

This Resolution shall take effect on April 1, 2027, the date collection of the Health Care Sales Tax is anticipated to commence, provided that a majority of qualified electors voting on the proposition approved the Health Care Sales Tax at the November 3, 2026, special question election. If the proposition was not so approved, this Resolution shall not take effect and shall be null, void, and of no force or effect.

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

_____

Christal E. Watson, Mayor/CEO

Attest:

_____

Monica Sparks, Unified Government Clerk

Approved as to Form:

_____

Angela J. Lawson, Chief Counsel

Health Care Sales Tax Resolution

Oversight, eligible uses, and accountability

Unified Government of Wyandotte County/Kansas City, KS

The Tax at a Glance

0.25%

Countywide sales tax

Nov 3, 2026

Special election vote

Apr 1, 2027

Collection starts if approved

If voters reject the tax, this resolution is void.

Citizen Oversight Board



One member per district

Each commissioner nominates; full Commission confirms.



Mayor/CEO appoints the Chair

Chair must be a county resident; Commission confirms.



Commission keeps final say

Board advises; it does not decide funding.

What the Board Does

1

Monitor

Reviews revenue and spending at every meeting.

2

Recommend

Non-binding funding priorities each June 1, starting 2028.

3

Report

Publishes an annual public report with findings.

Ideas for Uses (must be consistent w/Health Taxes)

Direct health care costs only, and only inside Wyandotte County.



Core care

Indigent care, behavioral health, substance abuse



Prevention

Preventive care and the County Health Department



Reach

Mobile clinics, shelters, community health workers

Measuring Results

Countywide trends

Jail population and health-related EMS calls

Resident outcomes

Housing, jobs, income, and long-term coverage

Mar 31, 2029

First annual data due to the Board

Fund Safeguards



Dedicated fund

Unspent money stays in the Fund.



Admin cap

Up to 3% for administrative costs.



Audited

Annual audit; disclosure of general fund replacement.

The Health Tax is to benefit all of Wyandotte County (Bonner Springs, Edwardsville, KCK and Lake Quivira)



Thank you

Tracking ID: 21969

Report to
Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
	Shelley Kneuvean, Chief Financial Officer Debbie Jonscher, Deputy Finance Officer Alyse Villarreal, Fiscal Officer skneuvean@wycokck.org, djonscher@wycokck.org, avillarreal@wycokck.org x5849, x5847, x5273	Finance

AGENDA ITEM #13.1.

RESOLUTION: AUTHORIZING VARIOUS PUBLIC IMPROVEMENTS AND AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS TO FINANCE A PORTION OF SUCH IMPROVEMENTS.

BACKGROUND

Approval of a resolution to authorize $10,000,000 for specific tax levy projects and $18,499,147 for specific sanitary sewer projects.

RECOMMENDATION

Approve

Approval at November 5, 2026 Full Commission meeting.

BUDGET IMPACTS / FINANCIAL CONSIDERATIONS

The $10 million in tax levy-funded projects has been structured to maintain affordability within the existing mill levy, with a modest use of fund balance currently estimated at approximately $100,000. Annual debt service for the approximately $18 million in sanitary sewer projects has been incorporated into the sewer rate model and will be funded through rates approved by the Mayor and Board of Commissioners.

LEGAL/ POLICY CONSIDERATIONS

Gilmore & Bell, serving as bond counsel, was engaged to prepare all required documents.

ATTACHMENTS

Resolution - Project Authorization - GO 2027-A (UG), Debt Authorization Final v2026.10.21

Approved by Mayor/Administrator to add to agenda.

RESOLUTION NO. R-__-26

A RESOLUTION AUTHORIZING VARIOUS PUBLIC IMPROVEMENTS AND AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS TO FINANCE A PORTION OF THE COSTS OF SUCH IMPROVEMENTS.

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

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

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

WHEREAS, the Home Rule Amendment and K.S.A. 12-101 empower cities to determine their local affairs and government and provide that such power and authority granted thereby to cities shall be liberally construed for the purpose of giving to cities the largest measure of self-government; and

WHEREAS, the Unified Government is a city within the meaning of the Home Rule Amendment; and

WHEREAS, there is no enactment of the Kansas legislature which authorizes the Unified Government to issue general obligation bonds to provide funds to finance the acquisition and development of software necessary for efficient city operations or other technology related capital expenditures, or which prohibits the City from issuing general obligation bonds to provide funds to finance such costs; and

WHEREAS, the Unified Government hereby exercises its authority pursuant to the Home Rule Amendment and authorizes the acquisition and development of certain software technology and equipment for public safety and other public purposes, and the issuance of general obligation bonds to finance the costs thereof; and

WHEREAS, the Unified Government now seeks to authorize certain improvements and the issuance of general obligation bonds to finance the costs of such improvements, all as set forth in **Exhibit A** attached hereto.

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

Section 1. Approval of the Projects. The governing body of the Unified Government hereby authorizes and orders the construction of the improvements described in **Exhibit A** attached hereto.

Section 2. Issuance of General Obligation Bonds. Pursuant to Charter Ordinance CO-03-09 and the Home Rule Amendment, the governing body of the Unified Government hereby authorizes the issuance of general obligation bonds to fund the improvements authorized in Section 1 of this Resolution. Such general obligation bonds may be issued in the maximum principal amounts set forth in **Exhibit A** attached hereto. The Unified Government expects to make expenditures prior to the issuance of such general obligation bonds, and any such tax-exempt general obligation bonds issued under the authority of this Resolution may be used to reimburse expenditures made on or after the date that is 60 days before the date of passage of this Resolution pursuant to U.S. Treasury Regulation §1.150-2.

Section 3. Further Authority. The Mayor/CEO, Unified Government Clerk, County Administrator, acting Unified Government Chief Financial Officer, and acting Unified Government Chief Counsel and other appropriate officers and agents of the Unified Government are hereby authorized and directed to take such action, expend such funds and execute such documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 4. Effective Date. This Resolution shall be in full force and effect following its adoption by the governing body of the Unified Government.

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ADOPTED by the governing body of the Unified Government of Wyandotte County/Kansas City, Kansas, and **APPROVED AND SIGNED** by the Mayor/CEO this 5th day of November, 2026.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By: _____
Christal Watson,
Mayor/Chief Executive Officer

(SEAL)

ATTEST:

_____
Monica Sparks,
Unified Government Clerk

Approved as to Form:

_____
Unified Government Legal Department

EXHIBIT A

PROJECT AUTHORIZATIONS

6th Street Urban Trail

Project ID: PRJ-010134

New Project

Statutory Authority: Charter Ordinance CO-03-09

Prior Authorization Approved: None

Prior Authorization Amount Approved*: NONE

New Authorization Amount*: $900,000

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

Project Description:

This project is the awardee of Community Project Funds (HUD) and MARC STBG program funds. The proposed roadway improvements along N. 6th Street from Central Avenue to Ann Avenue. To include ADA-compliant sidewalk ramps, traffic calming, intersection safety improvements, streetlight upgrades, new signage and pavement marking, asphalt resurfacing, and stormwater drainage improvements. The project includes a 12-foot-wide sidewalk/multi-use path on the west side of 6th Street between Ann Avenue and Riverview/6th Street Trafficway.

All work includes necessary traffic control and detour signing, and utility adjustments, necessary to accommodate the improvements as well as all necessary engineering, design, inspection, and all necessary appurtenances and related construction are included.

Annual Priority Bridge Replacement Program, 2027

Project ID: TBD

New Project

Annual Project ID: PRG00367 2027

Statutory Authority: Charter Ordinance CO-03-09

Prior Authorization Approved: None

Prior Authorization Amount Approved*: NONE

New Authorization Amount*: $700,000

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

Project Description:

Project would include the removal and replacement of the existing box culvert structure (identified as # 194) located near the intersection of Swartz Road and S. 49th Street, along with the design and possible construction of box culvert #208, located near the intersection of S. 59th Street and Metropolitan Avenue. Removal and replacement of project items to include asphalt surface, flowable fill material, and concrete base material, concrete box culvert, grading, tree clearing, and guardrail protection. All work includes necessary traffic control and detour signing, and utility adjustments, necessary to accommodate the improvements as well as all necessary engineering, design, inspection, and all necessary appurtenances and related construction.

Annual Concrete Repair Program, 2027

Project ID: TBD

New Project

Annual Project ID: PRG00017 2027

Statutory Authority: Charter Ordinance CO-03-09

Prior Authorization Approved: None

Prior Authorization Amount Approved*: NONE

New Authorization Amount*: $1,200,000

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

Project Description:

Annual project that will involve the removal and replacement of potential existing concrete roadway elements, such as curb and gutter, ADA Ramps, or concrete street panels, including any appurtenances related thereto any necessary land acquisitions, and associated engineering, design, inspection, removal, replacement, and construction costs at the following locations:

72nd Terrace, from Cleveland Avenue to Verde Drive
73rd Place, from Georgia Avenue to Verde Drive
73rd Place, from Yecker Avenue to Georgia Avenue
73rd Place, from Leavenworth Road to Yecker Avenue
73rd Street, from Verde Drive to Waverly Avenue
73rd Street, from Cleveland Avenue to Verde Drive
73rd Street, from Georgia Avenue to Cleveland Avenue
73rd Terrace, from Lafayette Avenue to Parallel Parkway
73rd Terrace, from Georgia Avenue to Haskell Avenue
75th Terrace, from Lafayette Avenue to Parallel Parkway
75th Terrace, from Waverly Avenue to Greeley Avenue
75th Terrace, from Leavenworth Road to Webster Avenue
Cleveland Avenue, from 72nd Terrace to 73rd Street
Haskell Avenue, from 72nd Street to 72nd Place
Haskell Avenue, from 73rd Terrace to 74th Street
Haskell Avenue, from 74th Street to 74th Street
Haskell Avenue, from 74th Street to 75th Street
Georgia Avenue, from 72nd Street to 72nd Terrace
Georgia Avenue, from 72nd Terrace to 73rd Street
Georgia Avenue, from 73rd Street to 73rd Place
Longwood Avenue, from 76th Street to Longwood Avenue
Webster Avenue, from 75th Terrace to West End
Georgia Avenue, from 73rd Place to 73rd Place
74th Street, from Yecker Avenue to Georgia Avenue
74th Street, from Yecker Avenue to Yecker Avenue
74th Street, from Lathrop Avenue to Yecker Avenue
74th Street, from Leavenworth Road to Lathrop Avenue
75th Street, from Waverly Avenue to Greeley Avenue
75th Street, from Greeley Avenue to Parallel Parkway
75th Street, from Haskell Avenue to Waverly Avenue
75th Street, from Cleveland Avenue to Haskell Avenue
Georgia Avenue, from 73rd Terrace to 74th Street
Georgia Avenue, from 73rd Place to 73rd Terrace
Cleveland Avenue, from 75th Street to 75th Terrace
Cleveland Avenue, from 75th Terrace to West End
76th Terrace, from Lafayette Avenue to South End
74th Terrace, from Leavenworth Road to South End

75th Street, from Greeley Avenue to Greeley Avenue
74th Street, from Georgia Avenue to Georgia Avenue
72nd Terrace, from Yecker Avenue to Georgia Avenue
73rd Terrace, from Waverly Avenue to Greeley Avenue
75th Terrace, from North End to Waverly Avenue
75th Street, from Georgia Avenue to Cleveland Avenue
74th Street, from Haskell Avenue to 74th Street
72nd Place, from Haskell Avenue to Verde Drive
73rd Terrace, from Haskell Avenue to Verde Drive
Webster Avenue, from 73rd Street to Webster Avenue
73rd Street, from Leavenworth Road to Webster Avenue
73rd Street, from Webster Avenue to Yecker Avenue
72nd Terrace, from North End to Lathrop Avenue
76th Street, from Webster Avenue to Longwood Avenue
Georgia Avenue, from 74th Street to 75th Street
Cleveland Avenue, from 72nd Place to 72nd Terrace
75th Terrace, from Webster Avenue to Cleveland Avenue
74th Street, from Georgia Avenue to Haskell Avenue
72nd Place, from Cleveland Avenue to Haskell Avenue
Webster Avenue, from 72nd Street to 73rd Street

Annual Facilities/Parking Maintenance & Repair, 2027

Project ID: TBD

New Project

Annual Project ID: PRG00020 2027

Statutory Authority: Charter Ordinance CO-03-09

Prior Authorization Approved: NONE

Prior Authorization Amount Approved*: NONE

New Authorization Amount*: $700,000

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

Project Description:

This project will provide for but not limited to all: MEP, Engineering, Design, Inspection, Construction or any other related matters concerning Site and Structure Aesthetic, Integrity, Functionality, Safety or other related issues for one or more of the following Unified Government Parking Garages and Surface Lots. Work will include but not be limited to: MEP, Structural Needs, Concrete Surface, Deck Repair/Replacement, Painting, Signage, ADA Needs or other issues related to general site & structure functionality and Customer Experience. Construction work shall also include elements having to do with Garage Security such as Fencing, Gate/Door Apparatuses including any associated Controlling Equipment, Lighting, Signage and other upgrades, including Surface Coatings/Treatments, Canopy Work and/or Signage.

Surface Lots: Downtown

Lot #1 – Located along 8th St. between Barnett and Tauromee Ave.'s
Lot #2 – Located east of Lot 1 between Barnett and Tauromee Ave.'s
Lot #3 – Located on South Side of Barnett Avenue, between 6th & 7th St. Streets
Lot #5 – Located at 530 Armstrong Avenue

Lot #6 – Located on the North Side of Armstrong Ave., between 5th & 6th Streets
Lot E – Located between Barnett and Ann Ave.'s and 6th & 7th Streets.

Downtown Parking Garages:
Parking Garage A - Located on the North Side of State Avenue, between 7th & 8th Streets
Parking Garage C - Located on North Side of Armstrong, between 7th & 8th Streets
Parking Garage D - Located between Ann and Barnett Avenues, between 7th & 8th Streets
E Reserve - Located between Ann and Barnett Avenues, between 6th & 7th Streets
VIP Lot F - Located between Ann and Barnett Avenues between 6th & 7th Streets

Annual Neighborhood ADA Pedestrian Handicapped Ramps, 2027

New Project

Project ID: TBD
Annual Project ID: PRG00258 2027

Statutory Authority: Charter Ordinance CO-03-09

Prior Authorization Approved: None

Prior Authorization Amount Approved*: NONE

New Authorization Amount*: $750,000

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

Project Description:

Removal and replacement of curbs and sidewalks with curbs, sidewalks and ramps to provide street to sidewalk access which complies with the Americans With Disabilities Act in coordination with our 10-year ADA Curb Ramp and Sidewalk Improvement Plan, including concrete pouring, resurfacing, utility cover adjustments, and associated construction costs, including any appurtenances related thereto, and necessary land acquisitions, engineering, design' at the following locations within the City of Kansas City, Kansas:

Intersections as follows:

Area #1: Presidential Highfields/ Eisenhower
Area bounded by,
Leavenworth Road on the North,
N. 72nd Street on the East,
Parallel Parkway on the South,
N. 77th Street on the West.

Area #2: Armourdale
Kansas Avenue, from 7th Street to 18th Street.

Area #3: Rosedale
Area bounded by,
Metropolitan Avenue, on the North,
Interstate 35 on the East,

Southwest Boulevard on the South,
S. 14th Street on the West.

Annual Pavement Preservation Program, 2027

Project ID: TBD

New Project

Annual Project ID: PRG00011 2027

Statutory Authority: Charter Ordinance CO-03-09

Prior Authorization Approved: None

Prior Authorization Amount Approved*: NONE

New Authorization Amount*: $1,750,000

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

Project Description:

Annual project that will involve the milling, concrete pouring, asphalt overlay, resurfacing, utility cover adjustments, pavement marking, traffic control modifications, railroad crossing enhancements, Americans With Disabilities Act complainant Street to sidewalk access, and surface treatment applications including any appurtenances related thereto any necessary land acquisitions, and associated engineering, design, inspection, removal, replacement, and construction costs at the following locations:

Lafayette Avenue, from 72nd Street to 73rd Terrace
Lafayette Avenue, from 75th Terrace to 76th Terrace
Roswell Avenue, from 76th Street to 77th Street
Webster Avenue, from 76th Street to 77th Street
Troup Avenue, from 85th Street to 86th Street
Verde Drive, from 72nd Terrace to 73rd Street
Waverly Avenue, from 72nd Street to 73rd Street
Waverly Avenue, from 75th Street to 75th Terrace
Yecker Avenue, from Park Acc Drive - 8954 to 72nd Terrace
Yecker Avenue, from 72nd Terrace to 73rd Street
Yecker Avenue, from 73rd Place to 74th Street
56th Street, from Farrow Avenue to Leavenworth Road
57th Street, from Farrow Avenue to Leavenworth Road
58th Street, from North End to Leavenworth Road
72nd Terrace, from Cleveland Avenue to Verde Drive
73rd Place, from Georgia Avenue to Verde Drive
73rd Place, from Yecker Avenue to Georgia Avenue
73rd Place, from Leavenworth Road to Yecker Avenue
73rd Street, from Verde Drive to Waverly Avenue
73rd Street, from Cleveland Avenue to Verde Drive
73rd Street, from Georgia Avenue to Cleveland Avenue
73rd Terrace, from Lafayette Avenue to Parallel Parkway
73rd Terrace, from Georgia Avenue to Haskell Avenue
75th Terrace, from Lafayette Avenue to Parallel Parkway
75th Terrace, from Waverly Avenue to Greeley Avenue
75th Terrace, from Leavenworth Road to Webster Avenue
76th Street, from Roswell Avenue to Webster Avenue

86th Street, from Troup Avenue to Dehn Lane
86th Street, from Parallel Parkway to Troup Avenue
Cleveland Avenue, from 72nd Terrace to 73rd Street
Haskell Avenue, from 72nd Street to 72nd Place
Haskell Avenue, from 73rd Terrace to 74th Street
Haskell Avenue, from 74th Street to 74th Street
Haskell Avenue, from 74th Street to 75th Street
Georgia Avenue, from 72nd Street to 72nd Terrace
Georgia Avenue, from 72nd Terrace to 73rd Street
Georgia Avenue, from 73rd Street to 73rd Place
Greeley Avenue, from 74th Street to 75th Street
Greeley Avenue, from 75th Street to 75th Terrace
55th Terrace, from North End to Leavenworth Road
54th Street, from North End to Leavenworth Road
76th Street, from Lathrop Avenue to Roswell Avenue
Longwood Avenue, from 76th Street to Longwood Avenue
76th Street, from Longwood Avenue to South End
Webster Avenue, from 75th Terrace to West End
Georgia Avenue, from 73rd Place to 73rd Place
74th Street, from Yecker Avenue to Georgia Avenue
74th Street, from Yecker Avenue to Yecker Avenue
74th Street, from Lathrop Avenue to Yecker Avenue
74th Street, from Leavenworth Road to Lathrop Avenue
Yecker Avenue, from 73rd Place to 73rd Place
Verde Drive, from 73rd Place to 73rd Terrace
Verde Drive, from 72nd Place to 72nd Terrace
73rd Terrace, from Greeley Avenue to Lafayette Avenue
73rd Terrace, from Greeley Avenue to Greeley Avenue
Greeley Avenue, from 73rd Terrace to 73rd Terrace
Greeley Avenue, from 73rd Terrace to 74th Street
Greeley Avenue, from 74th Street to 74th Street
Greeley Avenue, from 72nd Street to 73rd Terrace
Verde Drive, from 73rd Street to 73rd Street
Verde Drive, from 73rd Street to 73rd Place
75th Street, from Waverly Avenue to Greeley Avenue
75th Street, from Greeley Avenue to Parallel Parkway
75th Street, from Haskell Avenue to Waverly Avenue
75th Street, from Cleveland Avenue to Haskell Avenue
Georgia Avenue, from 73rd Terrace to 74th Street
Georgia Avenue, from 73rd Place to 73rd Terrace
Cleveland Avenue, from 75th Street to 75th Terrace
Cleveland Avenue, from 75th Terrace to West End
76th Terrace, from Lafayette Avenue to South End
Yecker Avenue, from 73rd Place to 73rd Place
74th Terrace, from Leavenworth Road to South End
Lathrop Avenue, from Lathrop Avenue to 74th Street
Yecker Avenue, from 73rd Place to 73rd Place

Lathrop Avenue, from 76th Street to Lathrop Avenue
86th Street, from Dehn Lane to Walker Avenue
75th Street, from Greeley Avenue to Greeley Avenue
Lathrop Avenue, from Lathrop Avenue to Lathrop Avenue
Lathrop Avenue, from Lathrop Avenue to Lathrop Avenue
Lathrop Avenue, from Lathrop Avenue to 76th Street
Lathrop Avenue, from Lathrop Avenue to Lathrop Avenue
Yecker Avenue, from 73rd Street to Ds@88e 73rd Place
74th Street, from Georgia Avenue to Georgia Avenue
72nd Terrace, from Yecker Avenue to Georgia Avenue
73rd Terrace, from Waverly Avenue to Greeley Avenue
Waverly Avenue, from 73rd Street to 73rd Terrace
76th Terrace, from Greeley Avenue to Lafayette Avenue
75th Terrace, from North End to Waverly Avenue
75th Street, from Georgia Avenue to Cleveland Avenue
74th Street, from Haskell Avenue to 74th Street
74th Street, from Greeley Avenue to Lafayette Avenue
Lafayette Avenue, from 73rd Terrace to 74th Street
72nd Place, from Haskell Avenue to Verde Drive
73rd Terrace, from Haskell Avenue to Verde Drive
Webster Avenue, from 73rd Street to Webster Avenue
73rd Street, from Leavenworth Road to Webster Avenue
73rd Street, from Webster Avenue to Yecker Avenue
72nd Terrace, from North End to Lathrop Avenue
Lathrop Avenue, from 72nd Street to 72nd Terrace
76th Street, from Webster Avenue to Longwood Avenue
Lathrop Avenue, from Lathrop Avenue to Lathrop Avenue
Barker Circle, from Barker Circle to Barker Circle
Barker Circle, from Barker Circle to Barker Circle
Barker Circle, from Barker Circle to Barker Circle
Barker Circle, from 53rd Street to Barker Circle
Greeley Avenue, from 75th Terrace to 76th Terrace
Georgia Avenue, from 74th Street to 75th Street
Cleveland Avenue, from 72nd Place to 72nd Terrace
75th Terrace, from Webster Avenue to Cleveland Avenue
75th Terrace, from Greeley Avenue to Lafayette Avenue
74th Street, from Georgia Avenue to Haskell Avenue
72nd Place, from Cleveland Avenue to Haskell Avenue
74th Street, from 74th Street to 74th Street
74th Street, from 74th Street to 74th Street
Webster Avenue, from Webster Avenue to Webster Avenue
Webster Avenue, from Webster Avenue to Webster Avenue
Lathrop Avenue, from Lathrop Avenue to Lathrop Avenue
Lathrop Avenue, from Lathrop Avenue to Lathrop Avenue
Longwood Avenue, from Longwood Avenue to Longwood Avenue
Longwood Avenue, from Longwood Avenue to Longwood Avenue
Dehn Lane, from East End to 86th Street

Webster Avenue, from 72nd Street to 73rd Street

Annual Priority Traffic Signal Replacements, 2027

Project ID: TBD

New Project

Annual Project ID: PRG00155 2027

Statutory Authority: Charter Ordinance CO-03-09

Prior Authorization Approved: None

Prior Authorization Amount Approved*: NONE

New Authorization Amount*: $800,000

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

Project Description:

Possible elements could include the removal, replacement, or installation of traffic signals; removal and replacement of pavement marking patterns; installation or modification of traffic controller computer cabinets or equipment; pavement reconditioning; installation or modification of Americans with Disabilities Act-accessible ramps and push buttons, or any appurtenances related to any necessary land acquisitions, roadway widening, median improvements, and associated engineering, design, inspection, removal, replacement, and construction costs along the above-mentioned corridor.

Fire Station Remodel

Project ID: PRJ-010251

New Project

Statutory Authority: Charter Ordinance CO-03-09 and Article 12, Section 5 of the Constitution of the State of Kansas

Prior Authorization Approved: None

Prior Authorization Amount Approved*: NONE

New Authorization Amount*: $3,200,000

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

Project Description:

This project will provide for but not be limited to all Inspections, Analysis, Engineering, Design and the subsequent execution of all improvements and/or constructions and their related activities such as: MEP (Mechanical Electrical & Plumbing), General Contractor Constructions or any other related matters concerning the maintaining and/or improvements of Facility Sites and/or Structures and their Integrity, General Conditions and any other associated items which might include but not be limited to – Life Health & Safety Matters, General Operations Functionality, Living Conditions, Aesthetics, Security, Technological Systems Implementations and/or any other Improvements.

Sought after or solicited work and/or tools & equipment to support all Fire Functions will include but not be limited to: MEP, HVAC, Building Envelope Preservation, and/or related Structural Needs, Concrete and/or Concrete Surface, Parking Lot Repair/Replacement, Security and/or Technological Installations or Upgrades which might include among others – Data and/or Door Control Systems, Security Camera or other Safety Systems, Painting, Signage, ADA, Code Required Improvements and any other needs and issues related to General Site & Structure Operations, Functionality,

Staff or Customer Experience or any other item that might maintain or improve the Fire Departments' ability to respond to Community Fire, Health and/or Safety Needs.

Construction work shall include but not be limited to any and all elements having to do with MEP, HVAC, Life, Health & Safety, Audio/Video or Data & Security Systems, Software & Hardware which might include Doors, Fencing or other Items related to Safety & Security for Staff, General Citizenry, Protection and/or Maintenance and Repair of all Apparatuses and/or any Fire Systems and their related Equipment, Control Mechanisms, Lighting, or any other Treatments related to Site & Structure or Operation's Needs & Improvements related to the preservations of all Equipment, Sites, Structures or any other related items to ensure the Fire Departments' ability to fully address any and all Community Fire, Health & Safety Response Needs, to one or more of the listed Unified Government Fire Department Stations and their Locations.

Fire Station 1/Headquarters 615 Ann Ave.

Fire Station 2 6241 State Ave.

Fire Station 3 420 Kansas Ave.

Fire Station 4 3044 N 81st St.

Fire Station 5 910 Quindaro Blvd.

Fire Station 6 9548 State Ave.

Fire Station 7 2717 Strong Ave.

Fire Station 8 3131 N. 123rd St.

Fire Station 9 1100 Central Ave.

Fire Station 10 2210 W. 36th Ave.

Fire Station 11 3100 State Ave.

Fire Station 12 2913 Hutton Rd.

Fire Station 14 2615 N. 27th St.

Fire Station 15 444 Kindelberger Rd.

Fire Station 18 5429 Leavenworth Rd.

Fire Station 19 1011 N 80th Terr.

Fire Station 20 7741 Kansas Ave.

Fire Maintenance Facility 5440 Kansas Ave.

High-Risk Sanitary Sewer Infrastructure Assessment and Rehabilitation, Phase 1

Project ID: TBD

New Project

Annual Project ID: PRG00229 2027

Statutory Authority: Charter Ordinance CO-03-09

Prior Authorization Approved: None

Prior Authorization Amount Approved*: NONE

New Authorization Amount*: $13,500,000

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

Project Description:

The Work is located at numerous locations in the sanitary sewer service area within the City of Kansas City, Kansas. The Work includes assessment of high-priority collection system assets identified through survey and failure evaluations to preserve the structural integrity, operational efficiency, regulatory requirements, and long-term resilience of the system. Survey will include internal CCTV pipe inspection and easements. Upon completion of survey and assessment, plans will be developed for the repair, rehabilitation, and replacement (as appropriate) of the assets identified and prioritized for the Phase 1 investment. These assets will then be repaired, rehabilitated, and/or replaced. Among other locations, this initial phase of survey and assessment will include a) the existing 20-inch diameter HDPE Argentine Siphon under the Kansas River to identify the degree of scouring and exposed pipe surface damage to provide information to support future rehabilitation or replacement design efforts as recommended in the Kansas River Pipeline Crossings Memorandum of Findings (Burns & McDonnell, May 24, 2021), b) pipes greater than 24-inch diameter that cross interstate highways, rivers, or railroads, c) numerous sites previously determined to be high risk due to likelihood and/or consequence of failure, and d) sites that have recently failed and require repair to prevent additional sewer overflows.

Wolcott WWTP, Phase 2, Site Pre-consolidation and Water Supply Improvements

Project ID: TBD

New Project

Annual Project ID: PRG00230 2027

Statutory Authority: Charter Ordinance CO-03-09

Prior Authorization Approved: None

Prior Authorization Amount Approved*: NONE

New Authorization Amount*: $4,999,147

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

Project Description:

The Work is located at the UG Wolcott Wastewater Treatment Plant property, 9404 Main Street, Kansas City, Kansas. Additional plant capacity (Phase 2) will be necessary due to continued development in the service area. Prior to construction of the second phase of the plant, fill material will be strategically placed to pre-load and consolidate the underlying soil subgrade to address the long-term stability of the plant structures. Therefore, the Work includes the final design and construction to excavate approximately 55,000 cubic yards of soil from the northwest corner of the property and place and compact the fill at the Phase 2 site located directly south and adjacent to the Phase 1 plant. Pre-consolidation is a necessary prerequisite to construct Wolcott WWTP, Phase 2 (SSO Control Measure identified in the Consent Decree).

The Work will also include connection to the existing 3-inch diameter potable water supply service line, new backflow preventer, and extension of a new 4-inch diameter water supply service line at the Wolcott WWTP to replace the

existing non-potable water supply. Use of potable water will eliminate the filtration and solids processing operational issues experienced using the non-potable water supply.

The Work will also include connection to an existing 12-inch diameter water supply main and extension of a new 8-inch and 4-inch diameter water supply service line to the Excess Flow Holding Basin (Pump Station 89) site located at 10421 Donahoo Road, Kansas City, Kansas. This water service line extension was previously designed (Pump Station 89 Water Service Line, HDR, June 2025) and will be used to wash down the new storage basin reducing odors and maintenance.

Tracking ID: 21970

Report to
Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
	Shelley Kneuvean, Chief Financial Officer Debbie Jonscher, Deputy Finance Officer Alyse Villarreal, Fiscal Officer skneuvean@wycokck.org, djonscher@wycokck.org, avillarreal@wycokck.org x5849, x5847, x5273	Finance

AGENDA ITEM #13.2.

ORDINANCE: AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2027-A OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS IN THE TOTAL PRINCIPAL AMOUNT NOT TO EXCEED $29,390,000

BACKGROUND

An ordinance authorizing the issuance of general obligation bonds to fund projects approved in the Capital Improvements Plan and Budget for 2027.

CMIP	Project Name	Improvement Fund Deposit*
PRJ-010134	6th Street Urban Trail	$900,000
PRG00367 2027	Annual Bridge Repair, 2027	700,000
PRG00017 2027	Annual Concrete Repair Program, 2027	1,200,000
PRG00020 2027	Annual Facilities/Parking Maintenance & Repair, 2027	700,000
PRG00258 2027	Annual Neighborhood ADA Pedestrian Handicapped Ramps, 2027	750,000
PRG00011 2027	Annual Pavement Preservation Program, 2027	1,750,000
PRG00155 2027	Annual Priority Traffic Signal Replacements, 2027	800,000
PRJ-010251	Fire Station Remodel	3,200,000
PRG00229 2027	High-Risk Sanitary Sewer Infrastructure Assessment and Rehabilitation, Phase 1	13,500,000
PRG00230 2027	Wolcott WWTP, Phase 2, Site Pre-consolidation and Water Supply Improvements	4,999,147
	Total	**$28,499,147**

RECOMMENDATION

Approve

Move to adopt Ordinance to proceed with the issuance of GO Bonds Series 2027A

BUDGET IMPACTS / FINANCIAL CONSIDERATIONS

The $10 million in tax levy-funded projects has been structured to maintain affordability within the existing mill levy, with a modest use of fund balance currently estimated at approximately $100,000. Annual debt service for the approximately $18 million in sanitary sewer projects has been incorporated into the sewer rate model and will be funded through rates approved by the Mayor and Board of Commissioners.

LEGAL/ POLICY CONSIDERATIONS

Materials prepared by bond counsel Gilmore & Bell

ATTACHMENTS

Bond Ordinance - GO 2027-A (UG)

Approved by Mayor/Administrator to add to agenda.

ORDINANCE NO. O-__-26

OF

THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

PASSED

NOVEMBER 5, 2026

GENERAL OBLIGATION IMPROVEMENT BONDS
SERIES 2027-A

ORDINANCE NO. O-__-26

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2027-A, OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS IN THE TOTAL PRINCIPAL AMOUNT NOT TO EXCEED $29,390,000; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AND MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS WITH RESPECT THERETO.

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

WHEREAS, pursuant to Charter Ordinance No. CO-03-09 of the Unified Government, and Article 12, Section 5 of the Constitution of the State of Kansas, as amended, and other provisions of the laws of the State of Kansas applicable thereto, by proceedings duly had, the governing body of the Unified Government has authorized the following improvements (collectively, the "Improvements"); and

Project ID	Project Name	Improvement Fund Deposit*
PRJ-010134 2027	6th Street Urban Trail	$900,000
PRG00367 2027	Annual Priority Bridge Replacement Program, 2027	700,000
PRG00017 2027	Annual Concrete Repair Program, 2027	1,200,000
PRG00020 2027	Annual Facilities/Parking Maintenance & Repair, 2027	700,000
PRG00258 2027	Annual Neighborhood ADA Pedestrian Handicapped Ramps, 2027	750,000
PRG00011 2027	Annual Pavement Preservation Program, 2027	1,750,000
PRG00155 2027	Annual Priority Traffic Signal Replacements, 2027	800,000
PRJ-010251	Fire Station Remodel	3,200,000
PRG00229 2027	High-Risk Sanitary Sewer Infrastructure Assessment and Rehabilitation, Phase 1	13,500,000
PRG00230 2027	Wolcott WWTP, Phase 2, Site Pre-consolidation and Water Supply Improvements	4,999,147
	Total	**$28,499,147**

*Excludes costs of issuance and financing costs.

WHEREAS, the governing body of the Unified Government is authorized by law to issue general obligation bonds of the Unified Government to pay a portion of the costs of the Improvements; and

WHEREAS, the governing body of the Unified Government shall advertise the sale of the Bonds in accordance with the law and shall authorize the Mayor or the County Administrator, on behalf of the governing body of the Unified Government, to award the sale of such bonds to the lowest bidder on the sale date following receipt of a good faith deposit as required by law; and

WHEREAS, the governing body of the Unified Government hereby finds and determines that it is necessary for the Unified Government to authorize and provide for the issuance of the Bonds in the aggregate principal amount of not to exceed $29,390,000 to pay, along with other available funds of the Unified Government, the costs of the Improvements and pay costs of issuance; and

WHEREAS, the award of the sale of the Bonds to the lowest bidder shall be contingent upon meeting the limitations set forth in **Exhibit B** to the Resolution, in such principal amount as is necessary to pay the costs of the Improvements and the costs of issuance of the Bonds.

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

Section 1. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms in this Ordinance shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

"Act" means the Constitution and statutes of the State including K.S.A. 10-101 *et seq.,* K.S.A. 10-620 *et seq.*, Charter Ordinance No. CO-03-09 of the Unified Government, and Article 12, Section 5 of the Constitution of the State of Kansas, all as amended and supplemented from time totime.

"Bond and Interest Fund" means the Bond and Interest Fund of the Unified Government for its general obligation bonds.

"Bond Resolution" means the resolution to be adopted by the governing body of the Unified Government prescribing the terms and details of the Bonds and making covenants with respect thereto.

"Bonds" means the Unified Government's General Obligation Improvement Bonds, Series 2027-A, dated January 7, 2027, authorized by this Ordinance.

"Clerk" means the duly appointed and/or elected Clerk or, in the Clerk's absence, the duly appointed Deputy Clerk, Acting Clerk or Interim Clerk of the Unified Government.

"Improvements" means the improvements referred to in the preamble to this Ordinance and any Substitute Improvements.

"Mayor/CEO" means the duly elected and acting Mayor/CEO of the Unified Government or, in the Mayor/CEO's absence, the duly appointed and/or elected Vice Mayor/CEO or Acting Mayor/CEO of the Unified Government.

"Ordinance" means this Ordinance authorizing the issuance of the Bonds.

"State" means the State of Kansas.

"Substitute Improvements" means the substitute or additional improvements of the Unified Government authorized in the manner set forth in the Bond Resolution.

"Unified Government" means the Unified Government of Wyandotte County/Kansas City, Kansas.

Section 2. Authorization of the Bonds. There shall be issued and hereby are authorized and directed to be issued the General Obligation Improvement Bonds, Series 2027-A, of the Unified Government in the aggregate principal amount of not to exceed $29,390,000 for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements and (b) pay costs of issuance of the Bonds.

Section 3. Security for the Bonds. The Bonds shall be general obligations of the Unified Government payable as to both principal and interest from ad valorem taxes, which may be levied without limitation as to rate or amount upon all the taxable tangible property within the territorial limits of the Unified Government, excluding the incorporated areas of Bonner Springs, Edwardsville and Lake Quivira, and excluding the unincorporated area of the Unified Government. The full faith, credit and resources of the Unified Government are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 4. Terms, Details and Conditions of the Bonds. The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Bond Resolution, including the completed Certificate of Final Terms in **Exhibit C** to the Bond Resolution.

Section 5. Levy and Collection of Annual Tax. The governing body of the Unified Government shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by levying and collecting the necessary taxes upon all of the taxable tangible property within the Unified Government, excluding the incorporated areas of Bonner Springs, Edwardsville and Lake Quivira and excluding the unincorporated area of the Unified Government, in the manner provided by law.

The taxes above referred to shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the general ad valorem taxes of the Unified Government are levied and collected, shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due and the fees and expenses of the Paying Agent. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund.

If at any time said taxes are not collected in time to pay the principal of or interest on the Bonds when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the Unified Government and to reimburse said general funds for money so expended when said taxes are collected.

Section 6. Further Authority. The Mayor/CEO, Clerk and other Unified Government officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance, and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 7. Governing Law. This Ordinance and the Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 8. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the Unified Government, approval by the Mayor/CEO and publication of the Ordinance or a summary thereof in the official Unified Government newspaper.

PASSED by the governing body of the Unified Government on November 5, 2026 and **APPROVED AND SIGNED** by the Mayor/CEO.

(SEAL)

_____
Christal Watson, Mayor/CEO

ATTEST:

_____
Monica Sparks, Unified Government Clerk

Approved as to form:

_____
Unified Government Legal Department

(PUBLISHED IN THE ***WYANDOTTE ECHO*** ON _____ __, 2026)

SUMMARY OF ORDINANCE NO. O-__-26

On November 5, 2026, the governing body of the Unified Government of Wyandotte County/Kansas City, Kansas passed an ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2027-A, OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS IN THE TOTAL PRINCIPAL AMOUNT NOT TO EXCEED $29,390,000; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AND MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS WITH RESPECT THERETO.

The Series 2027-A Bonds approved by the Ordinance are being issued in the maximum principal amount set forth therein to finance certain improvements in the Unified Government, and constitute general obligations of the Unified Government payable as to both principal and interest, to the extent necessary, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property within the territorial limits of the Unified Government, excluding the incorporated areas of Bonner Springs, Edwardsville and Lake Quivira, and excluding the unincorporated area of the Unified Government. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the Clerk of the Unified Government, 701 N. 7th Street, Kansas City, Kansas. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at http://public.wycokck.org/sites/ugordinancesresolutions/Pages/default.aspx.

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: November 5, 2026.

_____
Acting Chief Counsel

Tracking ID: 211042

Report to
Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
	Shelley Kneuvean, Chief Financial Officer Debbie Jonscher, Deputy Finance Officer Alyse Villarreal, Fiscal Officer skneuvean@wycokck.org, djonscher@wycokck.org, avillarreal@wycokck.org x5849, x5847, x5273	Finance

AGENDA ITEM #13.3.

RESOLUTION: AUTHORIZING THE DELIVERY OF GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2027-A, OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT NOT TO EXCEED $29,390,000

BACKGROUND

Resolution for the General Obligation Bonds Series 2027A in support of the City general fund projects included in the 2027 CIP and Budget to be repaid by the City Bond & Interest Fund, and sanitary sewer projects funded by rates approved by the Mayor and Commission at the May 7, 2026 meeting.

RECOMMENDATION

Approve

Move to adopt Resolution for GO Bonds 2027A

BUDGET IMPACTS / FINANCIAL CONSIDERATIONS

The $10 million in tax levy-funded projects has been structured to maintain affordability within the existing mill levy, with a modest use of fund balance currently estimated at approximately $100,000. Annual debt service for the approximately $18 million in sanitary sewer projects has been incorporated into the sewer rate model and will be funded through rates approved by the Mayor and Board of Commissioners.

LEGAL/ POLICY CONSIDERATIONS

Materials prepared by bond counsel Gilmore & Bell.

ATTACHMENTS

Bond Resolution - GO 2027-A (UG)

Approved by Mayor/Administrator to add to agenda.

RESOLUTION NO. R-__-26

OF

THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

ADOPTED

NOVEMBER 5, 2026

NOT TO EXCEED $29,390,000
GENERAL OBLIGATION IMPROVEMENT BONDS
SERIES 2027-A

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RESOLUTION NO. R-__-26

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING THE DELIVERY OF GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2027-A, OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, IN THE TOTAL PRINCIPAL AMOUNT NOT TO EXCEED $29,390,000, PREVIOUSLY AUTHORIZED BY AN ORDINANCE OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the "Issuer") has previously passed the Ordinance authorizing the issuance of the Bonds; and

WHEREAS, the Ordinance authorized the governing body of the Issuer to adopt a resolution prescribing certain details and conditions and to make certain covenants with respect to the issuance of the Bonds; and

WHEREAS, awarding the sale of the Bonds to lowest bidder shall follow receipt by the Issuer of a good faith deposit as required by law, and the issuance of the Bonds shall be contingent upon the parameters set forth in ***EXHIBIT B***, in such principal amount as is necessary to pay the costs of the Improvements and the costs of issuance of the Bonds.

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

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Bond Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

"Act" means the Constitution and statutes of the State including K.S.A. 10-101 *et seq.*, K.S.A. 10-620 *et seq*., Charter Ordinance No. CO-03-09 of the Issuer, and Article 12, Section 5 of the Constitution of the State of Kansas all as amended and supplemented from time to time.

"Authorized Denomination" means $5,000 or any integral multiples thereof.

"Beneficial Owner" of the Bonds includes any Owner of the Bonds and any other Person who, directly or indirectly has the investment power with respect to such Bonds.

"Bond and Interest Fund" means the Bond and Interest Fund of the Issuer for its general obligation bonds.

"Bond Counsel" means the firm of Gilmore & Bell, P.C., or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the Issuer.

"**Bond Insurer**" means any issuer of a Municipal Bond Insurance Policy, if such an issuer is described on ***EXHIBIT C*** to this Bond Resolution.

"Bond Payment Date" means any date on which principal of or interest on any Bond is payable.

"Bond Register" means the books for the registration, transfer and exchange of Bonds kept at the office of the Bond Registrar.

"Bond Registrar" means the State Treasurer, and any successors and assigns.

"Bond Resolution" means this resolution relating to the Bonds.

"Bonds" or **"Bond"** means the General Obligation Improvement Bonds, Series 2027-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.

"Certificate of Final Terms" means the Certificate of Final Terms executed and delivered by the Mayor/CEO or County Administrator as authorized pursuant to ***Section 213*** hereof, in substantially the form attached hereto as ***EXHIBIT C***.

"Chief Financial Officer" means the duly appointed and acting Chief Financial Officer of the Issuer or, in the Chief Financial Officer's absence, the duly appointed Deputy, Assistant, or Acting Chief Financial Officer of the Issuer.

"Clerk" means the duly appointed and/or elected Clerk or, in the Clerk's absence, the duly appointed Deputy Clerk, Acting Clerk or Interim Clerk of the Issuer.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations promulgated thereunder by the United States Department of the Treasury.

"Costs of Issuance" means all costs of issuing the Bonds, including but not limited to all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code, all expenses incurred in connection with receiving ratings on the Bonds, and any premiums or expenses incurred in obtaining municipal bond insurance on the Bonds.

"County Administrator" means the duly appointed and acting County Administrator of the Issuer or, in the County Administrator's absence, the duly appointed Deputy, Assistant, or Acting County Administrator of the Issuer.

"Dated Date" means January 7, 2027.

"Debt Service Account" means the Debt Service Account for General Obligation Improvement Bonds, Series 2027-A created within the Bond and Interest Fund pursuant to ***Section 501*** hereof.

"Debt Service Requirements" means the aggregate principal payments (whether at maturity or pursuant to scheduled mandatory sinking fund redemption requirements) and interest payments on the Bonds for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

"Defaulted Interest" means interest on any Bond which is payable but not paid on any Interest Payment Date.

"Defeasance Obligations" means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) such obligations are rated in a rating category by Moody's or Standard & Poor's that is no lower than the rating category then assigned by that Rating Agency to United States Government Obligations.

"Derivative" means any investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency, futures contract, including futures, options and collateralized mortgage obligations.

"Disclosure Undertaking" means the Continuing Disclosure Undertaking dated as of the Issue Date relating to certain obligations contained in the SEC Rule.

"DTC" means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns, including any successor securities depository duly appointed.

"DTC Representation Letter" means the Blanket Letter of Representation from the Issuer and the Paying Agent to DTC which provides for a book-entry system, or any agreement between the Issuer and Paying Agent and a successor securities depository duly appointed.

"Event of Default" means each of the following occurrences or events:

(a) Payment of the principal and of the redemption premium, if any, of any of the Bonds shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise;

(b) Payment of any installment of interest on any of the Bonds shall not be made when the same shall become due; or

(c) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Bond Resolution (other than the covenants relating to continuing disclosure requirements contained herein and in the Disclosure Undertaking) on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Owner of any of the Bonds then Outstanding.

"Federal Tax Certificate" means the Issuer's Federal Tax Certificate dated as of the Issue Date, as the same may be amended or supplemented in accordance with the provisions thereof.

"Financeable Costs" means the amount of expenditure for an Improvement which has been duly authorized by action of the governing body of the Issuer to be financed by general obligation bonds, less: (a) the amount of any temporary notes or general obligation bonds of the Issuer which are currently Outstanding and available to pay such Financeable Costs; and (b) any amount of Financeable Costs which has been previously paid by the Issuer or by any eligible source of funds unless such amounts are entitled to be reimbursed to the Issuer under State or federal law.

"Fiscal Year" means the twelve month period ending on December 31.

"Funds and Accounts" means funds and accounts created pursuant to or referred to in ***Section 501*** hereof.

"Improvement Fund" means the Improvement Fund for General Obligation Improvement Bonds, Series 2027-A created pursuant to ***Section 501*** hereof.

"Improvements" means the improvements referred to in the preamble to the Ordinance and any Substitute Improvements.

"Independent Accountant" means an independent certified public accountant or firm of independent certified public accountants at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Independent Accountant by this Bond Resolution.

"Interest Payment Date(s)" means the Stated Maturity of an installment of interest on any Bond which shall be February 1 and August 1 of each year, commencing August 1, 2027.

"Issue Date" means the date when the Issuer delivers the Bonds to the Purchaser in exchange for the Purchase Price.

"Issuer" means the Unified Government and any successors or assigns.

"Maturity" when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

"Mayor/CEO" means the duly elected and acting Mayor/CEO, or in the Mayor/CEO's absence, the duly appointed and/or elected Vice Mayor/CEO or Acting Mayor/CEO of the Issuer.

"Moody's" means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

"Municipal Advisor" means Baker Tilly Municipal Advisors, LLC, Saint Paul, Minnesota, the municipal advisor of the Issuer.

"**Municipal Bond Insurance Policy**" means, if applicable, the municipal bond insurance policy issued by the Bond Insurer insuring the payment when due of the principal of and interest on the Bonds as described on ***EXHIBIT C*** to this Resolution.

"Notice Address" means with respect to the following entities:

(a) To the Issuer at:

Unified Government of Wyandotte County/Kansas City, Kansas
Attn: Clerk
701 N. 7th Street, Suite 323
Kansas City, Kansas 66101
Email: clerkwest@wycokck.org

(b) To the Paying Agent at:

State Treasurer of the State of Kansas Landon Office Building.
900 Southwest Jackson, Suite 201
Topeka, Kansas 66612-1235
Email: fiscal@treasurer.ks.gov

(c) To the Purchaser: see ***EXHIBIT C***

(d) To the Rating Agency(ies):

Moody's
7 World Trade Center
250 Greenwich Street, 23rd Floor
New York, New York 10007

S&P Global Ratings, a division of S&P Global Inc.
55 Water Street, 38th Floor
New York, New York 10004

or such other address as is furnished in writing to the other parties referenced herein.

"Notice Representative" means:

(a) With respect to the Issuer, the Clerk.

(b) With respect to the Bond Registrar and Paying Agent, the Director of Bond Services.

(c) With respect to any Purchaser, the manager of its Municipal Bond Department.

(d) With respect to any Rating Agency, any Vice President thereof.

"Official Statement" means the Issuer's Official Statement relating to the Bonds.

"Ordinance" means the ordinance of the Issuer authorizing the issuance of the Bonds, as amended from time to time.

"Outstanding" means, when used with reference to the Bonds, as of a particular date of determination, all Bonds theretofore authenticated and delivered, except the following Bonds:

(a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of ***Article VII*** hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

"Owner" when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register. Whenever consent of the Owners is required pursuant to the terms of this Bond Resolution, and the Owner of the Bonds, as set forth on the Bond Register, is Cede & Co., the term Owner shall be deemed to be the Beneficial Owner of the Bonds.

"Participants" means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

"Paying Agent" means the State Treasurer, and any successors and assigns.

"Permitted Investments" shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the Issuer's temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the Issuer is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody's or Standard & Poor's; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f), all as may be further restricted or modified by amendments to applicable State law.

"Person" means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

"Purchase Price" means the original purchase price of the Bonds set forth in the Certificate of Final Terms described on ***EXHIBIT C*** to this Bond Resolution.

"Purchaser" means the original purchaser of the Bonds set forth in the Certificate of Final Terms described in ***EXHIBIT C*** to this Bond Resolution.

"Rating Agency" means any company, agency or entity that provides, pursuant to request of the Issuer, financial ratings for the Bonds.

"Rebate Fund" means the Rebate Fund for General Obligation Improvement Bonds, Series 2027-A created pursuant to ***Section 501*** hereof.

"Record Dates" for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

"Redemption Date" means, when used with respect to any Bond to be redeemed, the date fixed for the redemption of such Bond pursuant to the terms of this Bond Resolution.

"Redemption Price" means, when used with respect to any Bond to be redeemed, the price at which such Bond is to be redeemed pursuant to the terms of this Bond Resolution, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

"Replacement Bonds" means Bonds issued to the Beneficial Owners of the Bonds in accordance with ***Section 210*** hereof.

"SEC Rule" means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

"Securities Depository" means, initially, DTC, and its successors and assigns.

"Special Record Date" means the date fixed by the Paying Agent pursuant to ***Article II*** hereof for the payment of Defaulted Interest.

"Standard & Poor's" or "S&P" means S&P Global Ratings, a division of S&P Global, Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Standard & Poor's shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

"State" means the state of Kansas.

"State Treasurer" means the duly elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

"Stated Maturity" when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond and this Bond Resolution as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

"Substitute Improvements" means the substitute or additional improvements of the Issuer described in ***Article V*** hereof.

"Term Bonds" means the Term Bonds, if any, described in the Certificate of Final Terms attached as ***EXHIBIT C*** to this Bond Resolution.

"Treasurer" means the duly appointed and/or elected Treasurer of the Issuer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the Issuer.

"Unified Government" means the Unified Government of Wyandotte County/Kansas City, Kansas.

"United States Government Obligations" means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the Issuer.

ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201. Authorization of the Bonds. Subject to the conditions set forth herein, there shall be issued and hereby are authorized and directed to be issued pursuant to the Ordinance the General

Obligation Improvement Bonds, Series 2027-A in the principal amount set forth in the Certificate of Final Terms, for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; and (b) pay Costs of Issuance.

Section 202. Description of the Bonds. The Bonds shall consist of fully registered bonds in an Authorized Denomination, and shall be numbered in such manner as the Bond Registrar shall determine. All of the Bonds shall be dated as of the Dated Date, shall become due in the amounts, on the Stated Maturities, subject to redemption and payment prior to their Stated Maturities as provided in ***Article III*** hereof and the Certificate of Final Terms, and shall bear interest at the rates per annum to be determined upon the sale of the Bonds as set forth in the Certificate of Final Terms.

The Bonds shall bear interest at the rates specified in the Certificate of Final Terms (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in ***Section 204*** hereof.

Each of the Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as ***EXHIBIT A*** or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq.*

Section 203. Designation of Paying Agent and Bond Registrar. The State Treasurer is hereby designated as the Paying Agent for the payment of principal of and interest on the Bonds and Bond Registrar with respect to the registration, transfer and exchange of Bonds. The Mayor/CEO and/or the County Administrator of the Issuer are hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Bond Registrar and Paying Agent for the Bonds.

The Issuer will at all times maintain a Paying Agent and Bond Registrar meeting the qualifications herein described for the performance of the duties hereunder. The Issuer reserves the right to appoint a successor Paying Agent or Bond Registrar by (a) filing with the Paying Agent or Bond Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Bond Registrar and appointing a successor, and (b) causing notice of appointment of the successor Paying Agent and Bond Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Bond Registrar shall become effective until a successor has been appointed and has accepted the duties of Paying Agent or Bond Registrar.

Every Paying Agent or Bond Registrar appointed hereunder shall at all times meet the requirements of K.S.A. 10-501 *et seq*. and K.S.A. 10-620 *et seq*., respectively.

Section 204. Method and Place of Payment of the Bonds. The principal of, or Redemption Price, and interest on the Bonds shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Bond shall be paid at Maturity to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the principal office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Bond Register or at

such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of $500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Owner of such Bond on the relevant Record Date and shall be payable to the Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefore to be mailed, by first class mail, postage prepaid, to each Owner of a Bond entitled to such notice at the address of such Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Bonds and at least annually shall forward a copy or summary of such records to the Issuer.

Section 205. Payments Due on Saturdays, Sundays and Holidays. In any case where a Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

Section 206. Registration, Transfer and Exchange of Bonds. The Issuer covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Bond Registrar as herein provided. Each Bond when issued shall be registered in the name of the Owner thereof on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the principal office of the Bond Registrar, the Bond Registrar shall transfer or exchange such Bond for a new Bond or Bonds in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange.

Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Bond Registrar, duly executed by the Owner thereof or by the Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Bond Resolution. The Issuer shall pay the fees and expenses of the Bond Registrar for the registration, transfer and exchange

of Bonds provided for by this Bond Resolution and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, are the responsibility of the Owners of the Bonds. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Code § 3406, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Bonds.

The Issuer and the Bond Registrar shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to ***Article III*** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to this ***Article II***.

The Issuer and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute Owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Bond Registrar, the Bond Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Bond Registrar.

Section 207. Execution, Registration, Authentication and Delivery of Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be executed for and on behalf of the Issuer by the manual, electronic, or facsimile signature of the Mayor/CEO, attested by the manual, electronic, or facsimile signature of the Clerk, and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor/CEO and Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and to cause the Bonds to be registered in the office of the Clerk, which registration shall be evidenced by the manual, electronic, or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual, electronic or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Mayor/CEO and Clerk are hereby authorized and directed to prepare and execute the Bonds as herein specified, and when duly executed, to deliver the Bonds to the Bond Registrar for authentication.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as ***EXHIBIT A*** hereof, which shall be manually executed by an authorized officer or

employee of the Bond Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Bond Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Bond Registrar. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Bond Resolution. Upon authentication, the Bond Registrar shall deliver the Bonds to the Purchaser upon instructions of the Issuer or its representative.

Section 208. Mutilated, Lost, Stolen or Destroyed Bonds. If (a) any mutilated Bond is surrendered to the Bond Registrar or the Bond Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Issuer and the Bond Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Bond Registrar that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Bond Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Issuer, in its discretion, may pay such Bond instead of issuing a new Bond.

Upon the issuance of any new Bond under this Section, the Issuer and the Paying Agent may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the Issuer, and shall be entitled to all the benefits of this Bond Resolution equally and ratably with all other Outstanding Bonds.

Section 209. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

Section 210. Book-Entry Bonds; Securities Depository. The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Bonds, except in the event the Bond Registrar issues Replacement Bonds as provided in this Section. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Bond Registrar authenticates and delivers Replacement Bonds to the Beneficial Owners as described in the following paragraph.

The Issuer may decide, subject to the requirements of the Operational Arrangements of DTC (or a successor Securities Depository), and the following provisions of this section to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository):

(a) If the Issuer determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds; or

(b) if the Bond Registrar receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, then the Bond Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Bond Registrar shall register in the name of and authenticate and deliver Replacement Bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Bond Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Bond Registrar, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the Issuer, the Bond Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Bond Registrar shall authenticate and cause delivery of Replacement Bonds to Owners, as provided herein. The Bond Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Bonds. The cost of printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the Issuer.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Bond Registrar receives written evidence satisfactory to the Bond Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Bond Registrar upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in an Authorized Denominations and form as provided herein.

Section 211. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Bond Resolution or on, or with respect to, said Bond. If any Bond is not presented for payment within four (4) years following the date when such Bond becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an

unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 212. Preliminary and Final Official Statement. For the purpose of enabling the Purchaser to comply with the requirements of Section (b)(1) of the SEC Rule, the Issuer hereby deems the information regarding the Issuer contained in the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by Section (b)(1) of the SEC Rule, and the appropriate officers of the Issuer are hereby authorized, if requested, to provide the Purchaser a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of the SEC Rule.

The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor/CEO or Chief Financial Officer of the Issuer are hereby authorized to execute the Official Statement as so supplemented, amended and completed, and the use and public distribution of the Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds sufficient copies of the Official Statement to enable the Purchaser to comply with the requirements of the SEC Rule and Rule G-32 of the Municipal Securities Rulemaking Board.

Section 213. Sale of the Bonds; Receipt of Good Faith Deposit; Award to Purchaser; Execution of Certificate of Final Terms. The Issuer hereby authorizes the Mayor/CEO, County Administrator, Chief Financial Officer, Clerk, Municipal Advisor, Bond Counsel, and other representatives of the Issuer to conduct the competitive sale of the Bonds as described in the Notice of Bond Sale. Following the receipt of bids for purchase of the Bonds in accordance with the Notice of Bond Sale, and following receipt by the Issuer of a good faith deposit from the Purchaser as required by law, either the Mayor/CEO or the County Administrator is authorized and directed to award the sale of the Bonds to the Purchaser, and is further authorized and directed to approve the principal amount of the Bonds, the Purchase Price, the principal amounts and interest rates by maturity, the redemption provisions, and all other final terms of the Bonds, subject to each of the parameters set forth in this Section and ***EXHIBIT B*** hereto, and in that connection, to execute and deliver the Certificate of Final Terms in substantially the form attached hereto as ***EXHIBIT C*** for and on behalf of and as the act and deed of the Issuer, which approval will be conclusively evidenced by the Mayor/CEO's or the County Administrator's signature thereon. Upon execution, the Certificate of Final Terms shall be attached to this Bond Resolution as ***EXHIBIT C***, and the Clerk is hereby authorized to file the completed Certificate of Final Terms with this Bond Resolution in the records of the Issuer. The countersignature of the Mayor/CEO or the County Administrator on the bid submitted by the Original Purchaser shall constitute a bond purchase agreement to the extent required by law.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption by Issuer.

Optional Redemption. At the option of the Issuer, Bonds maturing on August 1 in the years 2037, and thereafter, will be subject to redemption and payment prior to their Stated Maturity on August 1, 2036, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

Mandatory Redemption. Any Term Bonds shall also be subject to mandatory redemption and payment as set forth in the Certificate of Final Terms described on ***EXHIBIT C*** to this Bond Resolution. The mandatory redemption amount for any Term Bond may be reduced by the principal amount of any Term Bonds redeemed prior to its Stated Maturity pursuant to optional redemption as set forth in this Section. To effect such reduction, the Issuer shall notify the Bond Registrar on or before the 45th day preceding the applicable mandatory redemption date, setting forth the extent of the reduction to be applied with respect to the mandatory sinking fund requirement.

Section 302. Selection of Bonds to be Redeemed. Bonds shall be redeemed only in an Authorized Denomination. When less than all of the Bonds are to be redeemed and paid prior to their Stated Maturity, such Bonds shall be redeemed in such manner as the Issuer shall determine. Bonds of less than a full Stated Maturity shall be selected by the Bond Registrar in a minimum Authorized Denomination of principal amount in such equitable manner as the Bond Registrar may determine.

In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than a minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption a minimum Authorized Denomination of face value shall be treated as though it were a separate Bond of the denomination of a minimum Authorized Denomination. If it is determined that one or more, but not all, of a minimum Authorized Denomination of face value represented by any Bond is selected for redemption, then upon notice of intention to redeem a minimum Authorized Denomination, the Owner or the Owner's duly authorized agent shall forthwith present and surrender such Bond to the Bond Registrar: (1) for payment of the Redemption Price and interest to the Redemption Date of a minimum Authorized Denomination of face value called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of a minimum Authorized Denomination of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption. In the event the Issuer desires to call the Bonds for redemption prior to maturity, written notice of such intent shall be provided to the Bond Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Bond Registrar shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Bond Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. The foregoing provisions of this paragraph shall not apply in the case of any mandatory redemption of Term Bonds hereunder, and Term Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption

requirements without the necessity of any action by the Issuer and whether or not the Paying Agent holds moneys available and sufficient to effect the required redemption.

Unless waived by any Owner of Bonds to be redeemed, if the Issuer shall call any Bonds for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its intention to call and pay said Bonds to the Bond Registrar and the State Treasurer. In addition, the Issuer shall cause the Bond Registrar to give written notice of redemption to the Owners of said Bonds. Each of said written notices shall be deposited in the United States first class mail not less than 30 days prior to the Redemption Date.

All official notices of redemption shall be dated and shall contain the following information:

(a) the Redemption Date;

(b) the Redemption Price;

(c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;

(d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and

(e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent.

The failure of any Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on such Redemption Date.

For so long as the Securities Depository is effecting book-entry transfers of the Bonds, the Bond Registrar shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Bond (having been mailed notice from the Bond Registrar, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

In addition to the foregoing notice, the Issuer shall provide such notices of redemption as are required by the Disclosure Undertaking. Further notice may be given by the Issuer or the Bond Registrar on behalf of the Issuer as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed:

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the CUSIP numbers of all Bonds being redeemed; (2) the date of issue of the Bonds as originally issued; (3) the rate of interest borne by each Bond being redeemed; (4) the maturity date of each Bond being redeemed; and (5) any other descriptive information needed to identify accurately the Bonds being redeemed.

(b) Each further notice of redemption shall be sent at least one day before the mailing of notice to Owners by first class, registered or certified mail or overnight delivery, as determined by the Bond Registrar, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(c) Each check or other transfer of funds issued for the payment of the Redemption Price of Bonds being redeemed shall bear or have enclosed the CUSIP number of the Bonds being redeemed with the proceeds of such check or other transfer.

The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the State or the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

ARTICLE IV

SECURITY FOR BONDS

Section 401. Security for the Bonds. The Bonds shall be general obligations of the Issuer payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property within the territorial limits of the Issuer, excluding the incorporated areas of Bonner Springs, Edwardsville and Lake Quivira, and excluding the unincorporated area of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 402. Levy and Collection of Annual Tax; Transfer to Debt Service Account. The governing body of the Issuer shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by, to the extent necessary, levying and collecting the necessary taxes upon all of the taxable tangible property within the Issuer, excluding the incorporated areas of Bonner Springs, Edwardsville and Lake Quivira, and excluding the unincorporated area of the Issuer, in the manner provided by law.

The taxes referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the Issuer shall

thereafter be transferred to the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due, taking into account any scheduled mandatory redemptions, and the fees and expenses of the Paying Agent.

If at any time said taxes are not collected in time to pay the principal of or interest on the Bonds when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the Issuer and to reimburse said general funds for money so expended when said taxes are collected.

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Funds and Accounts. Simultaneously with the issuance of the Bonds, there shall be created within the Treasury of the Issuer the following Funds and Accounts:

(a) Improvement Fund for General Obligation Improvement Bonds, Series 2027-A; and

(b) Debt Service Account for General Obligation Improvement Bonds, Series 2027-A (within the Bond and Interest Fund); and

(c) Rebate Fund for General Obligation Improvement Bonds, Series 2027-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 received from the sale of the Bonds, if any as identified in the Certificate of Final Terms, shall be deposited in the Debt Service Account.

(b) The remaining balance of the proceeds derived from the sale of the Bonds shall be deposited in the Improvement Fund.

Section 503. Application of Moneys in the Improvement Fund. Moneys in the Improvement Fund shall be used for the sole purpose of: (a) paying a portion of the costs of the Improvements, in accordance with the plans and specifications therefor approved by the governing body of the Issuer and on file in the office of the Clerk, including any alterations in or amendments to said plans and specifications deemed advisable and approved by the governing body of the Issuer; (b) paying interest on the Bonds during construction of the Improvements; (c) paying Costs of Issuance; and (d) transferring any amounts to the Rebate Fund required by this ***Article V***.

Upon completion of the Improvements, any surplus remaining in the Improvement Fund shall be deposited in the Debt Service Account.

Section 504. Substitution of Improvements; Reallocation of Proceeds.

(a) The Issuer may elect for any reason to substitute or add other public improvements to be financed with proceeds of the Bonds provided the following conditions are met: (1) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been duly authorized by the governing body of the Issuer in accordance with the laws of the State; (2) a resolution or ordinance authorizing the use of the proceeds of the Bonds to pay the Financeable Costs of the Substitute Improvement has been duly adopted by the governing body of the Issuer pursuant to this Section; and (3) the use of the proceeds of the Bonds to pay the Financeable Cost of the Substitute Improvement will not adversely affect the tax-exempt status of the Bonds under State or federal law.

(b) The Issuer may reallocate expenditure of Bond proceeds among all Improvements financed by the Bonds; provided the following conditions are met: (1) the reallocation is approved by the governing body of the Issuer; (2) the reallocation shall not cause the proceeds of the Bonds allocated to any Improvement to exceed the Financeable Costs of the Improvement; and (3) the reallocation will not adversely affect the tax-exempt status of the Bonds under State or federal law.

Section 505. Application of Moneys in Debt Service Account. All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due and the usual and customary fees and expenses of the Bond Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Bonds and the fees and expenses of the Bond Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Bond Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Bond Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Bonds entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the Bonds shall be transferred and paid into the Bond and Interest Fund.

Section 506. Application of Moneys in the Rebate Fund.

(a) There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Federal Tax Certificate. All money at any time deposited in the Rebate Fund shall be held in trust, to the extent required to satisfy the Rebate Amount (as defined in the Federal Tax Certificate), for payment to the United States of America, and neither the Issuer nor the Owner of any Bonds shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and the Federal Tax Certificate.

(b) The Issuer shall periodically determine the arbitrage rebate, if any, under Code § 148(f) in accordance with the Federal Tax Certificate, and the Issuer shall make payments to the United States of America at the times and in the amounts determined under the Federal Tax Certificate. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Bonds and payment and satisfaction of any Rebate Amount, or provision made therefor, shall be deposited into the Bond and Interest Fund.

(c) Notwithstanding any other provision of this Bond Resolution, including in particular ***Article VII*** hereof, the obligation to pay arbitrage rebate to the United States of America and to comply with all other requirements of this Section and the Federal Tax Certificate shall survive the defeasance or payment in full of the Bonds.

Section 507. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States which has a main or branch office located in the Issuer. All such depositaries shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

Moneys held in any Fund or Account may be invested in accordance with this Bond Resolution and the Federal Tax Certificate in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account; provided that, during the period of construction of the Improvements, earnings on the investment of such funds may, at the discretion of the Issuer, be credited to the Debt Service Account.

ARTICLE VI

DEFAULT AND REMEDIES

Section 601. Remedies. The provisions of the Bond Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Owners of the Bonds. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the Issuer and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Bond Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the Issuer, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Bonds.

Section 602. Limitation on Rights of Owners. The covenants and agreements of the Issuer contained herein and in the Bonds shall be for the equal benefit, protection, and security of the Owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Bond Resolution. No one or more Owners secured hereby shall have any

right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Bonds.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Bonds by this Bond Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Bonds shall, subject to any determination in such action or proceeding or applicable law of the State, be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Bonds, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Bond Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Bond Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of or Redemption Price of said Bonds and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Bonds, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Bonds, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Bond Registrar to give such notice of redemption in compliance with ***Article III*** hereof. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Bond Resolution.

ARTICLE VIII

TAX COVENANTS

Section 801. General Covenants. The Issuer covenants and agrees that it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor/CEO, Chief Financial Officer of the Issuer, and Clerk are hereby authorized and directed to execute the Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. The Issuer will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

Section 802. Survival of Covenants. The covenants contained in this Article and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to ***Article VII*** hereof or any other provision of this Bond Resolution until such time as is set forth in the Federal Tax Certificate.

ARTICLE IX

CONTINUING DISCLOSURE REQUIREMENTS

Section 901. Disclosure Requirements. The Mayor/CEO, County Administrator, or Clerk are hereby authorized and directed to execute the Disclosure Undertaking in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, the provisions of which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

Section 902. Failure to Comply with Continuing Disclosure Requirements. In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section. Notwithstanding any other provision of this Bond Resolution, failure of the Issuer to comply with its covenants contained in the preceding section shall not be considered an Event of Default under this Bond Resolution.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1001. Annual Audit. Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the governing body of the Issuer shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Bond Resolution, the Issuer shall promptly cure such deficiency.

Section 1002. Amendments. The rights and duties of the Issuer and the Owners, and the terms and provisions of the Bonds or of this Bond Resolution, may be amended or modified at any time in any respect by ordinance or resolution of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

(a) extend the maturity of any payment of principal or interest due upon any Bond;

(b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Bond;

(c) permit preference or priority of any Bond over any other Bond; or

(d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Bond Resolution.

Any provision of the Bonds or of this Bond Resolution may, however, be amended or modified by ordinance or resolution duly adopted by the governing body of the Issuer at any time in any legal respect with the written consent of the Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Bond Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to more precisely identify the Improvements, to reallocate proceeds of the Bonds among Improvements, to provide for Substitute Improvements, to conform this Bond Resolution to the Code or future applicable federal law concerning tax-exempt obligations, or in connection with any other change therein which is not materially adverse to the interests of the Owners. Copies of any amendments shall be provided to each Rating Agency at least 10 days prior to the effective date thereof.

Every amendment or modification of the provisions of the Bonds or of this Bond Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution or ordinance adopted by the governing body of the Issuer amending or supplementing the provisions of this Bond Resolution and shall be deemed to be a part of this Bond Resolution. A certified copy of every such

amendatory or supplemental ordinance or resolution, if any, and a certified copy of this Bond Resolution shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Bond Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental ordinance or resolution or of this Bond Resolution will be sent by the Clerk to any such Owner or prospective Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the ordinance or resolution of the Issuer hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The Issuer shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Bond Resolution which affects the duties or obligations of the Paying Agent under this Bond Resolution.

Section 1003. Notices, Consents and Other Instruments by Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Bond Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Bond Resolution,

Bonds owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Bond Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Issuer.

Section 1004. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Bond Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly delivered by prepaid overnight delivery service or mailed by registered or certified mail, postage prepaid; or (b) communicated via electronic mail, with confirmation of delivery receipt, read receipt or otherwise. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

All notices given by: (a) delivery service or certified or registered mail as aforesaid shall be deemed duly given as of the date they are so provided to the delivery service or mailed, respectively; (b) electronic mail as aforesaid shall be deemed duly given as of the date of confirmation of receipt. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.

Section 1005. Electronic Transactions. The issuance of the Bonds and the transactions related thereto and described in this Bond Resolution may be conducted, and documents related to the Bonds may be sent, received, executed, and stored, by electronic means or transmissions. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1006. Further Authority. The officers and officials of the Issuer, including the Mayor/CEO, Chief Financial Officer, County Administrator, and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Bond Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 1007. Severability. If any section or other part of this Bond Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Bond Resolution.

Section 1008. Governing Law. This Bond Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1009. Effective Date. This Bond Resolution shall take effect and be in full force from and after its adoption by the governing body of the Issuer.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the Issuer on November 5, 2026.

(SEAL)

_____
Christal Watson, Mayor/CEO

ATTEST:

_____
Monica Sparks, Unified Government Clerk

Approved as to form:

_____
Unified Government Legal Department

EXHIBIT A
(FORM OF BONDS)

REGISTERED **REGISTERED**
NUMBER R-__ **$**

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA STATE OF KANSAS
COUNTY OF WYANDOTTE
UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS
GENERAL OBLIGATION IMPROVEMENT BOND
SERIES 2027-A

Interest Rate:	**Maturity Date:**	**Dated Date: January 7, 2027**	**CUSIP:**

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the Unified Government of Wyandotte County/Kansas City, in the County of Wyandotte, State of Kansas (the "Issuer"), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to the Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on February 1 and August 1 of each year, commencing August 1, 2027 (the "Interest Payment Dates"), until the Principal Amount has been paid.

Method and Place of Payment. The principal or redemption price of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the "Paying Agent" and "Bond Registrar"). The interest payable on this Bond on any Interest Payment Date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Bond Registrar at the close of business on the Record Date(s)

for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of $500,000 or more in aggregate principal amount of Bonds by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Bonds shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Bond Resolution.

Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Bond Resolution.

Authorization of Bonds. This Bond is one of an authorized series of Bonds of the Issuer designated "General Obligation Improvement Bonds, Series 2027-A," aggregating the principal amount of $[_____] (the "Bonds") issued for the purposes set forth in the Ordinance of the Issuer authorizing the issuance of the Bonds and the Resolution of the Issuer prescribing the form and details of the Bonds (collectively, the "Bond Resolution"). The Bonds are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 10-101 *et seq.*, K.S.A. 10-620 *et seq*., Charter Ordinance No. CO-03-09 of the Issuer, and Article 12, Section 5 of the Constitution of the State of Kansas, as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

General Obligations. The Bonds constitute general obligations of the Issuer payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property within the territorial limits of the Issuer, excluding the incorporated areas of Bonner Springs, Edwardsville and Lake Quivira, and excluding the unincorporated area of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Redemption Prior to Maturity. The Bonds are subject to redemption prior to maturity, as set forth in the Bond Resolution.

Book-Entry System. The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Bond Resolution. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Bond Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Bond, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest, and any

redemption premium payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Bond Registrar will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Bond shall be made in accordance with existing arrangements among the Issuer, the Bond Registrar and the Securities Depository.

Transfer and Exchange. EXCEPT AS OTHERWISE PROVIDED IN THE BOND RESOLUTION, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. This Bond may be transferred or exchanged, as provided in the Bond Resolution, only on the Bond Register kept for that purpose at the principal office of the Bond Registrar, upon surrender of this Bond, together with a written instrument of transfer or authorization for exchange satisfactory to the Bond Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond or Bonds in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Bond Resolution and upon payment of the charges therein prescribed. The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Bonds and the cost of a reasonable supply of bond blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Bonds are issued in fully registered form in Authorized Denominations.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Bond Registrar.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Bond have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the Issuer, including this series of bonds, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed by the manual, electronic, or facsimile signature of its Mayor/CEO and attested by the manual, electronic, or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

[(Facsimile Seal)]

By: _____(facsimile)_____
Mayor/CEO

ATTEST:

By: _____(facsimile)_____
Monica Sparks, Unified Government Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of a series of General Obligation Improvement Bonds, Series 2027-A, of the Unified Government of Wyandotte County/Kansas City, Kansas, described in the within-mentioned Bond Resolution.

Registration Date _____

Office of the State Treasurer,
Topeka, Kansas,
as Bond Registrar and Paying Agent

Registration Number _____

By _____

CERTIFICATE OF CLERK

STATE OF KANSAS)
) SS.
COUNTY OF WYANDOTTE)

The undersigned, Clerk of the Unified Government of Wyandotte County/Kansas City, Kansas, does hereby certify that the within Bond has been duly registered in my office according to law as of January 7, 2027.

WITNESS my hand and official seal.

(Facsimile Seal)

_____(facsimile)_____
Monica Sparks, Unified Government Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

STEVEN JOHNSON, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Bond has been filed in the office of the State Treasurer, and that this Bond was registered in such office according to law on January 7, 2027.

WITNESS my hand and official seal.

(Seal)

By: _____
Treasurer of the State of Kansas

BOND ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer to

_____

(Name and Address)

_____

(Social Security or Taxpayer Identification No.)

the Bond to which this assignment is affixed in the outstanding principal amount of $_____, standing in the name of the undersigned on the books of the Bond Registrar. The undersigned do(es) hereby irrevocably constitute and appoint_____as agent to transfer said Bond on the books of said Bond Registrar with full power of substitution in the premises.

Dated _____

_____
Name

_____

Social Security or
Taxpayer Identification No.

_____

Signature (Sign here exactly as name(s)
appear on the face of Certificate)

Signature guarantee:

By _____

LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of such Bonds:

GILMORE & BELL, P.C.
Attorneys at Law
2405 Grand Boulevard
Suite 1100
Kansas City, Missouri 64108

(PRINTED LEGAL OPINION)

EXHIBIT B

PARAMETERS

1. Original Principal Amount of the Bonds: Not to exceed $29,390,000

2. Final Maturity of the Bonds: Not later than August 1, 2056

3. True Interest Cost Rate (TIC): Not to exceed 5.636%

EXHIBIT C

CERTIFICATE OF FINAL TERMS

This Certificate of Final Terms is subject in all respects to the terms and conditions of Resolution No. R-__-26 (the "Resolution") of the Unified Government of Wyandotte County/Kansas City, Kansas (the "Issuer"), which terms and conditions are incorporated by reference as if fully set forth herein.

The undersigned [Mayor/CEO][County Administrator] of the Issuer, in connection with the issuance of the Issuer's General Obligation Improvement Bonds, Series 2027-A (the "Bonds"), certifies pursuant to Section 213 of the Resolution, as follows (section references are to the cited section of the Resolution):

1. Good Faith Deposit. Pursuant to K.S.A. 10-106, the Issuer has received a good faith deposit from the Original Purchaser in an amount not less than two percent (2%) of the Original Principal Amount of the Bonds.

2. Definitions – Section 101. The following terms defined in this Resolution shall have the meanings ascribed below.

["**Bond Insurer**" means _____ and its successors or assigns.]

["**Municipal Bond Insurance Policy**" means _____.]

"**Ordinance**" means Ordinance No. O__-26 of the Unified Government authorizing the issuance of the Bonds.

"**Original Principal Amount**" means $_____, the principal amount of the Bonds as originally issued and delivered.

"**Purchase Price**" shall be the par value of the Bonds plus accrued interest to the date of delivery, [plus a [net] premium of $_____,] [less an underwriter's discount of $_____].

"**Purchaser**" means _____, _____, the original purchaser of the Bonds.

["**Term Bonds**" mean the 20__ Term Bonds, the 20__ Term Bonds and the 20__ Term Bonds.

"**20__ Term Bonds**" mean the Bonds maturing in the year 20__.

"**20__ Term Bonds**" mean the Bonds maturing in the year 20__.

"**20__ Term Bonds**" mean the Bonds maturing in the year 20__.]

3. Maturity Schedule – Section 202. The Bonds will mature on the dates and in the amounts and bear interest at the rates as follows:

SERIAL BONDS

Stated Maturity August 1	Principal Amount	Interest Rate	Stated Maturity August 1	Principal Amount	Interest Rate
2027	$	%	2042	$	%
2028			2043		
2029			2044		
2030			2045		
2031			2046		
2032			2047		
2033			2048		
2034			2049		
2035			2050		
2036			2051		
2037			2052		
2038			2053		
2039			2054		
2040			2055		
2041			2056		

[**TERM BONDS**

Stated Maturity August 1	Principal Amount	Interest Rate
20__	$	%
20__		
20__		

4. Mandatory Redemption – **Section 301**.

[There are no Term Bonds subject to mandatory sinking fund redemption prior to Maturity.]

[The 20__ Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements set forth below at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in **Article IV** of the Resolution which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on August 1 in each year, the following principal amounts of such 20__ Term Bonds:

Principal Amount	Due August 1
$	20__
	20__*

*Final Maturity.

The 20__ Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements set forth below at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in **Article IV** of

the Resolution which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on August 1 in each year, the following principal amounts of such 20__ Term Bonds:

Principal Amount	**Due August 1**
$	20__
	20__*

*Final Maturity.

The 20__ Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements set forth below at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in **Article IV** of the Resolution which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on August 1 in each year, the following principal amounts of such 20__ Term Bonds:

Principal Amount	**Due August 1**
$	20__
	20__*

*Final Maturity.]

5. Premium Deposited to Debt Service Account – Section 502. The amount of premium to be deposited into the Debt Service Account is $[0.00].

6. True Interest Cost Rate (TIC). The true interest cost rate (TIC) for the Bonds is _____%.

7. Compliance with Parameters. The terms set forth in this Certificate of Final Terms are within the parameters contained on ***EXHIBIT B*** to the Resolution.

[*Remainder of Page Intentionally Left Blank*]

Delivered on _____ __, 2027.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

_____
[Mayor/CEO][County Administrator]

Tracking ID: 21972

Report to
Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
	Sarah Shafer Debbie Jonscher, Deputy Finance Officer Shelley Kneuvean, Chief Financial Officer djonscher@wycokck.org, skneuvean@wycokck.org x5847, x5849	Public Works

AGENDA ITEM #13.4.

ORDINANCE: SANITARY SEWER ENTERPRISE - STATE REVOLVING FUND (SRF) LOAN

BACKGROUND

- Public Works Department is authorized by Resolution R-92-21 to apply for a State Revolving Funds (SRF) loan on behalf of the Unified Government.
- The Unified Government was awarded an SRF loan for up to $67,525,476 for the projects known as CSO-16, CSO-19, and CSO-55.
- The projects awarded SRF are mandatory for consent decree compliance.
- SRF loans are at a gross 2.87% interest rate per annum.
- The Public Works Department has demonstrated financial affordability of the awarded opportunity.
- The Commission has approved rates to financially support the awarded opportunity.
- The Unified Government has met the KDHE's requirements of underwriting and review of the application and financial capacity of the UG to receive SRF for clean water projects.
- R-92-21 requires the Commission to approve the execution of the Loan Agreement.

RECOMMENDATION

Approve

Recommend approval of the Resolution authorizing the County Administrator to execute the loan agreement.

BUDGET IMPACTS / FINANCIAL CONSIDERATIONS

The SRF will be repaid with sewer rates. The use of this financing tool has been included in the rate model and the rates approved for 2027 and 2028 will support this repayment. The term of the repayment is 20 years.

LEGAL/ POLICY CONSIDERATIONS

Reviewed by Legal Counsel.

ATTACHMENTS

SWPCRF_C20-3027-01_2026RevolvingLoanOrdinance_Final, SWPCRF_C20-3027-01_2026UGLoanArgreement_Final, R-92-21 SRF, 2026-10-19 EnterpriseSanitarySRF_Standing Committee_Commission Action Report v0_ (1)

Approved by Mayor/Administrator to add to agenda.

(Published _____)

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT BETWEEN THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR THE PURPOSE OF OBTAINING A LOAN FROM THE KANSAS WATER POLLUTION CONTROL REVOLVING FUND FOR THE PURPOSE OF FINANCING A WASTEWATER TREATMENT PROJECT; ESTABLISHING A DEDICATED SOURCE OF REVENUE FOR REPAYMENT OF SUCH LOAN; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE LOAN AGREEMENT.

WHEREAS, the Federal Water Quality Act of 1987 (the "Federal Act") established revolving fund program for public wastewater treatment systems to assist in financing the costs of infrastructure needed to achieve or maintain compliance with the Federal Act and to protect the public health and authorized the Environmental Protection Agency (the "EPA") to administer a revolving loan program operated by the individual states; and

WHEREAS, to fund the state revolving fund program, the EPA will make annual capitalization grants to the states, on the condition that each state provide a state match for such state's revolving fund; and

WHEREAS, by passage of the Kansas Water Pollution Control Revolving Fund Act, K.S.A. 65-3321 through 65-3329, inclusive (the "Loan Act"), the State of Kansas (the "State") has established the Kansas Water Pollution Control Revolving Fund (the "Revolving Fund") for purposes of the Federal Act; and

WHEREAS, under the Loan Act, the Secretary of the Kansas Department of Health and Environment ("KDHE") is given the responsibility for administration and management of the Revolving Fund; and

WHEREAS, the Kansas Development Finance Authority (the "Authority") and KDHE have entered into a Pledge Agreement (the "Pledge Agreement") pursuant to which KDHE agrees to enter into Loan Agreements with Municipalities for public wastewater treatment projects (the "Projects") and to pledge the Loan Repayments (as defined in the Pledge Agreement) received pursuant to such Loan Agreements to the Authority; and

WHEREAS, the Authority is authorized under K.S.A. 74-8905(a) and the Loan Act to issue revenue bonds (the "Bonds") for the purpose of providing funds to implement the State's requirements under the Federal Act and to loan the same, together with available funds from the EPA capitalization grants, to Municipalities within the State for the payment of Project Costs (as said terms are defined in the Loan Act); and

WHEREAS, The Unified Government Of Wyandotte County/Kansas City, Kansas (the "Municipality") is a municipality as said term is defined in the Loan Act which operates a wastewater collection and treatment system (the "System"); and

WHEREAS, the System is a public Wastewater Treatment Works, as said term is defined in the Loan Act; and

WHEREAS, the Municipality has, pursuant to the Loan Act, submitted an Application to KDHE to obtain a loan from the Revolving Fund to finance the costs of improvements to its System consisting of the following:

> The proposed scope of work to be implemented by the Unified Government of Wyandotte County/Kansas City, Kansas (UG) involves activities associated with a program of projects identified within the Integrated Overflow Control Program (IOCP) and required by the Consent Decree (CD) to address Combined Sewer Overflows (CSOs) in the sewersheds/watersheds known as CSO-16, CSO-19, and CSO-55 in the UG's service area.

(the "Project"); and

WHEREAS, the Municipality has taken all steps necessary and has complied with the provisions of the Loan Act and the provisions of K.A.R. 28-16-110 to 28-16-138 (the "Regulations") applicable thereto necessary to qualify for the loan; and

WHEREAS, KDHE has informed the Municipality that it has been approved for a loan in amount of not to exceed Sixty-Seven Million Five Hundred Twenty-Five Thousand Four Hundred and Seventy-Six Dollars [$67,525,476.00] (the "Loan") in order to finance the Project; and

WHEREAS, the governing body of the Municipality hereby finds and determines that it is necessary and desirable to accept the Loan and to enter into a loan agreement and certain other documents relating thereto, and to take certain actions required in order to implement the Loan Agreement.

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

Section 1. Authorization of Loan Agreement. The Municipality is hereby authorized to accept the Loan and to enter into a certain Loan Agreement, with an effective date of January 30, 2026, with the State of Kansas acting by and through the Kansas Department of Health and Environment (the "Loan Agreement") to finance the Project Costs (as defined in the Loan Agreement). The Mayor and Clerk are hereby authorized to execute the Loan Agreement in substantially the form presented to the governing body this date, with such changes or modifications thereto as may be approved by the Mayor and the City Attorney, the Mayor's execution of the Loan Agreement being conclusive evidence of such approval.

Section 2. Establishment of Dedicated Source of Revenue for Repayment of Loan. Pursuant to the Loan Act, the Municipality hereby establishes a dedicated source of revenue for repayment of the Loan. In accordance therewith, the Municipality shall impose and collect such rates, fees and charges for the use and services furnished by or through the System, including all improvements and additions thereto hereafter constructed or acquired by the Municipality as will provide System Revenues or levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce amounts which are sufficient to (a) pay the cost of the operation and maintenance of the System, (b) pay the principal of and interest on the Loan as and when the same become due, and (c) pay all other amounts due at any time under the Loan Agreement; provided, however, no lien or other security interest is granted by the Municipality to KDHE on the System Revenues under this Agreement. In the event that the System Revenues are insufficient to meet the obligations under the Loan and the Loan Agreement, the Municipality shall levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce the amounts necessary for the prompt payment of the obligations under the Loan and Loan Agreement.

In accordance with the Loan Act, the obligations under the Loan and the Loan Agreement shall not be included within any limitation on the bonded indebtedness of the Municipality.

Section 3. Further Authority. The Mayor, Clerk and other City 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 4. Governing Law. The Ordinance and the Loan Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Kansas.

Section 5. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City and publication in the official City newspaper.

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

_____

Cristal E. Watson, Mayor/CEO

Attest:

_____

Unified Government Clerk

Approved as to Form:

_____

Angela Lawson, Chief Counsel

LOAN AGREEMENT

Between

THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT
ACTING ON BEHALF OF
THE STATE OF KANSAS

AND

THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS
SUCCESSOR TO KANSAS CITY, KANSAS
KWPCRF PROJECT NO.: C20 3027 01

EFFECTIVE AS OF JANUARY 30, 2026

The interest of the Kansas Department of Health and Environment ("KDHE") in the Loan Repayments to be made by the Municipality and certain other revenues (the "Revenues") under this Loan Agreement have been pledged and assigned to the Kansas Development Finance Authority (the "Authority") pursuant to a Master Financing Indenture, between KDHE and the Authority. The interest of the Authority in the Revenues has been pledged as security for the payment of the principal of, redemption premium, if any, and interest on the Authority's Kansas SRF Bonds, pursuant to a Master Financing Indenture adopted by the Authority.

This loan is considered a Non-Equivalency Loan which means it is not considered federal assistance.

LOAN AGREEMENT

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KANSAS WATER POLLUTION CONTROL REVOLVING FUND
LOAN AGREEMENT

THIS LOAN AGREEMENT, effective as of January 30, 2026, by and between the KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT ("KDHE"), acting on behalf of THE STATE OF KANSAS (the "State"), and THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS SUCCESSOR TO KANSAS CITY, KANSAS, a "Municipality" according to K.S.A. 65-3321 hereinafter referenced as the "Municipality";

WITNESSETH:

WHEREAS, the Federal Water Quality Act of 1987 (the "Federal Act") established a state revolving fund program as a means to phase-out the Environmental Protection Agency (EPA) construction grants program and replace it with a revolving loan program operated by the individual states; and

WHEREAS, to fund the state revolving fund program, the EPA will make annual capitalization grants to the states (CFDA 66.458), on the condition that each state provide a state match for such state's revolving fund; and

WHEREAS, by passage of the Kansas Water Pollution Control Revolving Fund Act, K.S.A. 65-3321 through 65-3329, inclusive (the "Loan Act"), the State of Kansas (the "State") has established the Kansas Water Pollution Control Revolving Fund (the "Revolving Fund") for purposes of the Federal Act; and

WHEREAS, under the Loan Act, the Secretary (the "Secretary") of the Kansas Department of Health and Environment ("KDHE") is given the responsibility for administration and management of the Revolving Fund; and

WHEREAS, the Secretary, the Kansas Department of Administration, Division of Accounts and Reports ("the DOA"), and the Kansas Development Finance Authority (the "Authority") have entered into an Inter-Agency Agreement effective December 23, 1999, (the "Inter-Agency Agreement"), to define the cooperative relationship between KDHE, DOA, and the Authority, to jointly administer certain provisions of the Loan Act; and

WHEREAS, the Authority and KDHE have supplemented the Inter-Agency Agreement by entering into a Master Financing Indenture, as the same has been amended and may be further amended and supplemented from time to time, (jointly the "Master Indenture"), pursuant to which KDHE agrees to enter into Loan Agreements with Municipalities (as defined in the Loan Act) for Wastewater Treatment Projects (the "Projects") and to pledge the Loan Repayments received pursuant to such Loan Agreements and certain other revenues to the Authority; and

WHEREAS, the Authority is authorized under K.S.A. 74-8905(a) and the Loan Act to issue revenue bonds (the "Bonds") for the purpose of providing funds to implement the State's requirements under the Federal Act and to loan the same, together with available funds from the EPA capitalization grants, to Municipalities within the State for the payment of Project Costs (as said terms are defined in the Loan Act);

WHEREAS, the Municipality has made timely application to KDHE for a Loan to finance all or a portion of the Project Costs; and

WHEREAS, KDHE has approved the Municipality's application for a Loan, subject to the receipt of capitalization grants from the EPA pursuant to the Federal Act and proceeds of the Bonds when issued by the Authority; and

NOW, THEREFORE, for and in consideration of the award of the Loan by KDHE, the Municipality agrees to complete its Project and to perform under this Loan Agreement in accordance with the conditions, covenants and procedures set forth herein and attached hereto as a part hereof, as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. The following terms as used in this Loan Agreement shall, unless the context clearly requires otherwise or as otherwise defined in the Master Resolution, have the following meanings:

"Act" means the Constitution and laws of the State, including particularly the Loan Act and K.S.A. 74-8905(a), as amended and supplemented.

"Additional Payments" means the payments described in ***Section 2.06*** hereof.

"Additional Revenue Obligations" means any obligation for the payment of money undertaken by the Municipality which is payable from or secured by a pledge of, or lien upon, the System Revenues incurred after the date of execution and delivery of this Loan Agreement, and all Existing Revenue Obligations.

"Annual Compliance Checklist" means a questionnaire and/or checklist designed to ensure compliance with the requirements related to the use of proceeds of this Loan Agreement, the use of the Financed Facility and the investment of gross proceeds of this Loan Agreement that is completed each year by the Municipality initially in the form set forth in **Exhibit I**.

"Authority" means the Kansas Development Finance Authority, a public body politic and corporate and an instrumentality of the State, and its successors and assigns.

"Authorized Municipality Representative" means any person authorized pursuant to a resolution of the governing body of the Municipality to perform any act or execute any document relating to the Loan, or this Loan Agreement.

"Bonds" means the Kansas Development Finance Authority, Kansas Revolving Funds Revenue Bonds, issued in one or more series pursuant to the Master Indenture, and supplements thereto.

"Code" means the Internal Revenue Code of 1986, as amended, and the regulations thereunder promulgated by the Department of the Treasury.

"Continuing Disclosure Undertaking" means, with respect to any series of Bonds, the undertaking or agreement by KDHE and any other parties thereto with respect to continuing disclosure matters within the scope of the SEC Rule.

"Dedicated Source of Revenue" shall have the meaning ascribed thereto in ***Exhibit B*** attached hereto.

"EPA" means the Environmental Protection Agency of the United States, its successors and assigns.

"Event of Default" means any occurrence of the following events:

(a) failure by the Municipality to pay, or cause to be paid, any Loan Repayment required to be paid hereunder when due;

(b) failure by the Municipality to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under this Loan Agreement, other than as referred to in paragraph (a) of this Section, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Municipality by KDHE, unless KDHE shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in such notice is correctable but cannot be corrected within the applicable period KDHE may not unreasonably withhold its consent to an extension of such time up to 90 days from the delivery of the written notice referred to above if corrective action is instituted by the Municipality within the applicable period and diligently pursued until the Event of Default is corrected;

(c) failure by the KDHE to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under this Agreement which shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to KDHE by the Municipality, unless the Municipality shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in such notice is correctable but cannot be corrected within the applicable period the Municipality may not unreasonably withhold its consent to an extension of such time up to 90 days from the delivery of the written notice referred to above if corrective action is instituted by KDHE within the applicable period and diligently pursued until the Event of Default is corrected;

(d) any representation made by or on behalf of the Municipality contained in this Loan Agreement, or in any instrument furnished in compliance with or with reference to this Loan Agreement or the Loan, is intentionally false or misleading in any material respect;

(e) any representation made by or on behalf of KDHE contained in this Agreement, or in any instrument furnished in compliance with or with reference to this Agreement, is intentionally false or misleading in any material respect;

(f) a petition is filed by or against the Municipality under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Loan Agreement or thereafter enacted, unless in the case of any such petition filed against the Municipality, such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal;

(g) the Municipality shall generally fail to pay its debts as such debts become due;

(h) failure of KDHE to promptly pay any Project Costs when reasonably requested to do so by the Municipality pursuant to ***Section 2.03*** hereof;

(i) Any event of default under any Existing Revenue Obligation, any Additional Revenue Obligation, any other Indebtedness of the Municipality that is payable from System Revenues, or any Obligation of the Municipality.

"Existing Revenue Obligation" means any obligation for the payment of money undertaken by the Municipality, which is payable from or secured, by a pledge of, or lien upon, the System Revenues existing or outstanding at the time of execution and delivery of this Loan Agreement by the Municipality.

"Federal Act" means the Federal Water Quality Act of 1987, as amended.

"Federal Tax Regulations" means all regulations issued by the U.S. Treasury Department to implement the provisions of Code §§ 103 and 141 through 150 and applicable to the Bonds.

"Financed Facility" means the portion of the Project consisting of property financed or refinanced with the proceeds of this Loan Agreement as described herein.

"GAAP" means generally accepted accounting principles as applicable to municipal utility systems.

"Indebtedness" means any financial obligation of the Municipality evidenced by an instrument executed by the Municipality, including this Loan, Existing Revenue Obligations, Additional Revenue Obligations, general obligation bonds or notes, lease or lease-purchase agreement or similar financial transactions.

"Indenture" means collectively the Master Financing Indenture, dated as of November 1, 2010, among the Authority, KDHE and the trustee named therein, and any supplemental indentures executed from time to time by the Authority, KDHE and the trustee named therein, in accordance with the provisions of the Master Financing Indenture.

"KDHE" means the Kansas Department of Health and Environment or its successors in interest.

"Loan Act" means the Constitution and laws of the State of Kansas, including particularly K.S.A. 65-3321 through 65-3329, inclusive, as amended and supplemented.

"Loan Agreement" means this Loan Agreement, including the Exhibits attached hereto, as it may be supplemented, modified or amended from time to time in accordance with the terms hereof.

"Loan Repayments" means the payments payable by the Municipality pursuant to ***Section 2.05*** of this Loan Agreement.

"Loan Terms" means the terms of this Loan Agreement provided in ***Article II*** hereof.

"Management or Operating Agreement" means a legal agreement with a Non-Qualified User where the Non-Qualified User provides services involving all or a portion of any function of the Financed Facility, such as a contract to manage the entire Financed Facility or a portion of the Financed Facility. However, a contract for services that are solely incidental to the primary governmental function of the Financed Facility (for example, contracts for janitorial, office equipment repair, billing or similar services) is not a Management or Operating Agreement.

"**Master Indenture**" means the Master Financing Indenture adopted by the Board of Directors of the Authority, as amended and supplemented from time to time by Supplemental Resolutions.

"Municipality" means the Unified Government of Wyandotte County/Kansas City, Kansas, its successors and assigns.

"Non-Qualified Use" generally means any use of the Financed Facility in a trade or business carried on by any Non-Qualified User that is different in form or substance to the use made of the Financed Facility by any other member of the general public. The rules set out in Federal Tax Regulations § 1.141-3 determine whether the Financed Facility is "used" in a trade or business. Generally, ownership, a lease, a Management or Operating Agreement or any other use that grants a Non-Qualified User a special legal right or entitlement with respect to the Financed Facility, will constitute use under Federal Tax Regulations § 1.141-3.

"Non-Qualified User" means any person or entity other than a Qualified User.

"Opinion of Bond Counsel" means the written opinion of a firm of nationally recognized Bond Counsel acceptable to the Authority to the effect that the proposed action or the failure to act will not adversely affect the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

"Qualified User" means the Municipality, a State, territory, possession of the United States, the District of Columbia, or any political subdivision thereof, or any instrumentality of such entity, but it does not include the United States or any agency or instrumentality of the United States.

"Project" means the acquisition, construction, improvement, repair, rehabilitation or extension of the System described in ***Exhibit A*** hereto, which constitutes a project pursuant to the Loan Act for which KDHE is making a Loan to the Municipality pursuant to this Loan Agreement.

"Project Costs" means all costs or expenses which are necessary or incident to the Project and which are directly attributable thereto, including, but not limited to: (a) costs of any Loan reserves; (b) interest on the Loan during the construction of the Project; (c) financing and administrative costs associated with the Loan Agreement; and (d) subject to the approval of Bond Counsel and the Authority, payment of temporary financing obligations issued by the Municipality to pay Project Costs;

"Regulations" means Kansas Administrative Regulations (K.A.R.) 28-16-110 to 28-16-138, and any amendments thereto promulgated by KDHE pursuant to the Loan Act.

"Revolving Fund" means the Kansas Water Pollution Control Revolving Fund established by the Loan Act.

"SEC Rule" means Rule 15c2-12 adopted by the Securities and Exchange Council under the Securities Exchange Act of 1934, as may be amended from time to time or such other similar rule regarding disclosure of information in securities transactions.

"Secretary" means the Secretary of KDHE

"State" means the State of Kansas, acting, unless otherwise specifically indicated, by and through KDHE, and its successors and assigns.

"System" means wastewater collection and treatment system of the Municipality, as the same may be modified or enlarged from time to time, including the Project described in **Exhibit A**, for which the Municipality is making the borrowing under this Loan Agreement, which constitutes or includes a Wastewater Treatment System.

"System Revenues" means all revenues derived by the Municipality from the ownership and operation of the System.

"Wastewater Treatment System" means any Wastewater Treatment Works, as defined in the Federal Act, that is publicly owned, and as further described in the Regulations.

Section 1.02. Rules of Interpretation.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) 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.

(c) All references in this Loan Agreement to designated "Articles," "Sections" and other

subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this Loan Agreement as originally executed. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Loan Agreement as a whole and not to any particular Article, Section or other subdivision.

(d) The Table of Contents and the Article and Section headings of this Loan Agreement shall not be treated as a part of this Loan Agreement or as affecting the true meaning of the provisions hereof.

ARTICLE II

LOAN TERMS

Section 2.01. Amount of the Loan. Subject to all of the terms, provisions and conditions of this Loan Agreement, and subject to the availability of State and Federal funds and proceeds of Bonds, KDHE will loan an amount not to exceed $67,525,476 to the Municipality to pay all or a portion of Project Costs described in ***Exhibit A*** hereto. The final actual amount of the Loan may be reduced without revision of any other terms, provisions or conditions of this Loan Agreement, other than the Loan Repayment Schedule (***Exhibit B*** hereto), to reflect reductions in the estimated or actual total Project Costs as impacted by opening of bids for construction, change orders, final actual costs, and prepayments. The Municipality shall be responsible for any costs incurred by the Municipality in connection with the Project in excess of the amount of the Loan. Any amendment to ***Exhibit B*** must be accomplished by written amendment to the Loan Agreement executed by all parties.

Section 2.02. Interest Rate. The gross interest rate on the loan shall be 2.87% per annum, which shall be assessed on the unpaid principal balance to be paid as set out in the Loan Repayment Schedule, ***Exhibit B*** hereto. This gross interest rate consists of a net loan interest rate, and a service fee, as described in ***Exhibit B***.

Section 2.03. Disbursement of Loan Proceeds.

(a) Subject to the conditions described in this Section, KDHE agrees to disburse the proceeds of the Loan during the progress of the Project for Project Costs. Requests for disbursement may be submitted by the Municipality (in substantially the form attached hereto as ***Exhibit E***), not more than once per month, in accordance with the procedures set forth by KDHE. Any request for disbursement must be supported by proper invoices and a certificate of the Authorized Municipality Representative to the effect that all representations made in this Loan Agreement remain true as of the date of the request and, based upon that information then available to such person, no adverse developments affecting the financial condition of the Municipality or its ability to complete the Project or to repay the Loan have occurred.

The Municipality may request disbursement for the following Project Costs:

(1) any eligible planning/design costs incurred prior to execution of this Loan Agreement;

(2) disbursement for eligible Project Costs if such Project Costs have been incurred and are due and payable to Project contractors (actual payment of such Project Costs by the Municipality is not required as a condition of the payment request);

(3) interest becoming due on the Loan prior to the initial scheduled payment of principal; and

(4) the principal of and interest on any temporary financing obligations issued by the Municipality to pay Project Costs.

(b) KDHE shall not be under any obligation to disburse any Loan proceeds to the Municipality under this Loan Agreement unless:

(1) there are moneys available in the Revolving Fund to fund the Loan, as determined solely by KDHE;

(2) the Municipality shall certify to KDHE that it has executed a Project contract or contracts and has funds available to pay for that portion of the Project Costs not eligible (pursuant to the Loan Act or the Federal Act) to be funded under this Loan Agreement, if any;

(3) no Event of Default by the Municipality shall have occurred and be continuing; and

(4) the Municipality continues to maintain reasonable progress towards completion of the Project.

Section 2.04. Schedule of Compliance; Completion of Project.

(a) The Municipality agrees to complete the Project in accordance with the Conditions Applicable to Construction of the Project set forth in ***Exhibit C*** attached hereto.

(b) The completion of the construction of the Project shall be evidenced to KDHE by a certificate signed by the Authorized Municipality Representative stating: (1) that the construction of the Project has been completed in accordance with the plans and specifications therefore; and (2) that all Project Costs have been paid, except Project Costs the payment of which is not yet due or is being retained or contested in good faith by the Municipality. Such certificate shall be given not later than the date established by KDHE, which shall be approximately the date that the Project is capable of being placed into operation by the Municipality. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being.

Section 2.05. Repayment of the Loan.

(a) ***Loan Repayments***. The Municipality shall pay to KDHE, on or before the due dates, installments of principal and interest on the Loan in accordance with ***Exhibit B*** attached hereto, until the Loan has been paid in full. Installments of principal and interest on the Loan shall be computed and paid in accordance with the Loan Repayment Schedule on ***Exhibit B*** as in effect at any time under

this Loan Agreement. Notwithstanding any other provision of this Loan Agreement, the first payment of principal and interest due on the Loan shall be made the earlier of two years after receipt by the Municipality of the first disbursement under the Loan or one year after Project completion. The final installment of principal under the Loan shall be fully repaid not later than 21 years after Project completion.

(b) ***Prepayment of the Loan***. The Municipality may prepay the outstanding principal of the Loan, in whole, or in part, without penalty, if consent from KDHE is obtained. The Municipality must provide a written request to KDHE of its desire to prepay, such request shall indicate the actual source of funds that will be used to make the prepayment (specifically proceeds from a tax exempt bond issue, proceeds from a taxable bond issue, cash on hand, or some other instrument) and the desired date of prepayment. KDHE may require the prepayment date coincide with a scheduled repayment date. A partial prepayment may be made only if the prepayment amount is the greater of 10% of the original principal amount of the Loan or $50,000. A new ***Exhibit B*** will be prepared by KDHE following receipt of any acceptable partial prepayment, reamortizing the remaining principal amount over the remaining term of the Loan.

Section 2.06. Additional Payments. The Municipality shall pay as Additional Payments the following amounts:

(a) Any amounts required to be paid by the Authority to the United States of America as arbitrage rebate, arising due to the Municipality's failure to expend proceeds of the Loan at the times certified to KDHE by the Municipality, that result in arbitrage rebate liability for the Authority, but only to the extent that the funds in the Rebate Fund established by the Master Resolution are insufficient to make such payments; and.

(b) All other payments of whatever nature which the Municipality has agreed to pay or assume hereunder.

ARTICLE III

REPRESENTATIONS AND COVENANTS OF MUNICIPALITY

Section 3.01. Representations of the Municipality. The Municipality makes the following representations:

(a) ***Organization and Authority.***

(1) The Municipality is a municipal corporation duly created and validly existing under and pursuant to the constitution and statutes of the State.

(2) The Municipality has full legal right and authority and all necessary licenses and permits required as of the date hereof to own, operate and maintain its System, to carry on its activities relating thereto, to execute and deliver this Loan Agreement, to undertake and complete the Project, and to carry out and consummate all transactions contemplated by this Loan Agreement.

(3) The Ordinance (adopted substantially in the form attached hereto as ***Exhibit F***) and other proceedings of the Municipality's governing body approving this Loan Agreement and authorizing its execution, issuance and delivery on behalf of the Municipality, and authorizing the Municipality to undertake and complete the Project have been duly and lawfully adopted.

(4) This Loan Agreement has been duly authorized, executed and delivered on behalf of the Municipality, and, constitutes the legal, valid and binding obligation of the Municipality enforceable in accordance with its terms.

(b) ***Full Disclosure***. To the best knowledge of the Municipality, there is no fact that the Municipality has not disclosed to KDHE in writing on the Municipality's application for the Loan or otherwise that materially adversely affects or that will materially adversely affect the properties, activities, or its System, or the ability of the Municipality to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreement under this Loan Agreement.

(c) ***Non-Litigation***. There is no controversy, suit or other proceeding of any kind pending or threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way: (1) the legal organization of the Municipality; (2) its boundaries; (3) the right or title of any of its officers to their respective offices; (4) the legality of any official act taken in connection with obtaining the Loan; (5) the constitutionality or validity of the indebtedness represented by the Loan Agreement; (6) any of the proceedings had in relation to the authorization or execution of this Loan Agreement; (7) the collection of revenues of the System; (8) the levy and collection of unlimited *ad valorem* taxes to pay the principal of and interest on the Loan; or (9) the ability of the Municipality to make all Loan Repayments or otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

(d) ***Compliance with Existing Laws and Agreements***. To the best knowledge of the Municipality, the authorization, execution and delivery of this Loan Agreement by the Municipality, and the performance by the Municipality of its duties, covenants, obligations and agreements thereunder will not result in any breach of any existing law or agreement to which the Municipality is a party.

(e) ***No Defaults***. No event has occurred and no condition exists that would constitute an Event of Default. The Municipality is not presently aware of any violation of any agreement, which would materially adversely affect the ability of the Municipality to make all Loan Repayments or otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

(f) ***Compliance with Law***. The Municipality has, to the best of the Authorized Municipality's Representative's knowledge:

(1) complied with all laws, resolutions, ordinances, governmental rules and regulations to which it is subject, including, without limitation, any public hearing or public notice requirements or environmental review requirements contained in the Loan Act, the Regulations and the Federal Act, the failure to comply with which would materially adversely affect the ability of the Municipality to conduct its activities, enter into this Loan Agreement or undertake or complete the Project; and

(2) obtained all licenses, permits, franchises or other governmental authorizations

presently necessary for the ownership of its property which, if not obtained, would materially adversely affect the ability of the Municipality to complete the Project or operate the Project.

(g) ***Use of Loan Proceeds***. The Municipality will apply the proceeds of the Loan as described in ***Exhibit D***: (1) to finance or refinance a portion of the Project Cost; and (2) where applicable, to reimburse the Municipality for a portion of the Project Costs, which portion was paid or incurred in anticipation of reimbursement by KDHE and is eligible for such reimbursement pursuant to the Regulations and the Code.

(h) ***Project Costs***. The Municipality certifies that the Project Costs, as listed in ***Exhibit D***, is a reasonable and accurate estimation and, upon direction of KDHE, will supply the same with a certificate from its engineer stating that such Costs are reasonable and accurate estimations, taking into account investment income to be realized during the course of construction of the Project, if any, and other lawfully available money that would, absent the Loan, have been used to pay the Project Costs.

Section 3.02. Particular Covenants of the Municipality.

(a) ***Dedicated Source of Revenue for Repayment of the Loan.*** The Municipality hereby establishes the Dedicated Source of Revenue described on *Exhibit B* attached hereto, which Dedicated Source of Revenue is hereby pledged to the Loan Repayments, Additional Payments and all other obligations of the Municipality under this Loan Agreement.

(b) ***Performance Under Loan Agreement***. The Municipality covenants and agrees in the performance of its obligations under this Loan Agreement:

(1) to comply with all applicable State and federal laws, rules and regulations (including, but not limited to the conditions set forth in ***Exhibit C*** hereto) as are applicable to this Loan Agreement; and

(2) to cooperate with KDHE in the observance and performance of the respective duties, covenants, obligations and agreements of the Municipality and KDHE under this Loan Agreement (including, without limitation the requirements contained in ***Exhibit C*** hereto).

(c) ***Completion of Project and Provision of Moneys Therefore***. The Municipality covenants and agrees:

(1) to exercise its best efforts in accordance with prudent utility practice to complete the Project and to so accomplish such completion on or before the estimated Project completion date set forth in ***Exhibit C*** hereto; and

(2) to provide, from its own financial resources, all moneys, in excess of the total amount of proceeds it receives under the Loan, required to complete the Project.

(d) ***Delivery of Documents and Payment of Fees***. Concurrently with the delivery of this Loan Agreement and the closing of the Loan, the Municipality will cause to be delivered to KDHE:

(1) fully executed counterparts of this Loan Agreement;

(2) copies of the ordinance of the governing body of the Municipality authorizing the execution and delivery of this Loan Agreement, certified by an Authorized Municipality Representative, which shall be in substantially the form attached hereto as ***Exhibit F*** together with an affidavit of publication thereof in the official newspaper of the Municipality;

(3) an opinion of the Municipality's counsel substantially in the form set forth in ***Exhibit G*** attached hereto;

(4) such other certificates, documents, opinions and information as KDHE may reasonably require.

(e) ***Operation and Maintenance of System***. The Municipality covenants and agrees that it shall, in accordance with prudent wastewater treatment utility practice:

(1) at all times operate the properties of its System in an efficient manner in accordance with applicable laws and regulations;

(2) maintain its System, making all necessary and proper repairs, renewals, replacements, additions, betterments and improvements necessary to maintain its System in good repair, working order and operating condition;

(3) implement any modification of the rates fees and charges for use of the System that comprise the Dedicated Source of Revenues as the Secretary may require to ensure repayment of the Loan in accordance with the provisions of the Loan Act; and

(4) take such other action as the Secretary may require in accordance with powers granted to the Secretary under the Loan Act and the Regulations.

(f) ***Disposition of System***. The Municipality shall not sell, lease or otherwise transfer ownership of all or substantially all of its System without the consent of the Secretary. In no event shall the Municipality sell, abandon or otherwise transfer ownership of the System to any person or entity other than a city, county, township, sewer district, improvement district, or other political subdivision of the State, or any combination thereof, that has legal responsibility to treat wastewater. The Municipality shall provide the Secretary with ninety (90) days' prior written notice to KDHE of such sale, lease or transfer. No such sale, lease or transfer shall be effective unless compliance is with the provisions of *Section 4.02* hereof, assuming such sale, lease or transfer is deemed to be an assignment for the purposes of such Section. The provisions of this paragraph shall not be construed to prohibit the lease of portions of the System by the Municipality in connection with a lease-purchase transaction to finance improvements to the System; provided that a termination or an event of default by the Municipality under such arrangement shall not have a material adverse effect on the Municipality's Dedicated Source of Revenues.

(g) **Records and Accounts**

(1) The Municipality shall keep accurate records and accounts for its System (the "System Records"), separate and distinct from its other records and accounts (the "General Accounts"). Such System Records shall be audited annually in accordance with generally accepted auditing standards if the total Disbursement of Loan Proceeds exceed $25,000 for the Municipalities fiscal year. This audit shall be completed by an independent certified public accountant or firm of independent certified public accountants, or by an independent registered municipal accountant, and may be part of the single agency audit made on the Municipality's General Accounts in accordance with the Federal Single Audit Act of 1984, OMB Circular No. A-133, **Audits of States, Local Governments, and Non-Profit Organizations** as amended in 1996 and 2003 and as may be further amended and revised. Such System Records and General Accounts shall be made available for inspection by KDHE at any reasonable time, and a copy of the Municipality's annual audit, including all written comments and recommendations of such accountant, shall be furnished to KDHE within 270 days of the close of the Municipal Fiscal Year being so audited.

(2) The Municipality shall maintain Project accounts in accordance with generally accepted government accounting standards including standards relating to the reporting of infrastructure assets.

(h) ***Inspections***. The Municipality shall permit the EPA, KDHE and any party designated by KDHE to examine, visit and inspect, at any and all reasonable times, the property, if any, constituting the Project, and to inspect and make copies of any accounts, books and records, including (without limitation) its records regarding receipts, disbursements, contracts, investments and any other matters relating thereto and to its financial standing, including the System Records and General Accounts, and shall supply such reports and information as the EPA and KDHE may reasonably require in connection therewith.

(i) ***Financial Information.***

(1) Obligation to Provide Information if Notified by KDHE. The Municipality agrees to provide to KDHE such annual financial information and operating data, together with ongoing notice of the occurrence of any "material event" (defined below), each with respect to the Municipality, as is necessary for KDHE to comply with each Continuing Disclosure Undertaking from time to time in effect. Such information, data and notices pursuant to this section will be required to be provided by the Municipality upon notice from KDHE that the Municipality is a Principal Participating Municipality (which is a borrower for which information and notices are required to be filed pursuant to a Continuing Disclosure Undertaking), as defined in a Continuing Disclosure Undertaking.

(2) Timing. Any such financial information and operating data shall be provided by the Municipality to KDHE as soon as practicable after it is available, and any such notice of a material event shall be provided by the Municipality to KDHE promptly following the occurrence of the event. Existing Continuing Disclosure Undertakings require that any such financial information and operating data shall be filed by KDHE within 270 days after the end of the Municipal Fiscal

Year, as defined in a Continuing Disclosure Undertaking, and that any such notice of a material event be filed by KDHE within 10 business days of the occurrence of the material event. The timing of such requirements may be different in a future Continuing Disclosure Undertaking, and a request by KDHE to the Municipality pursuant to this section may require that such information be provided to KDHE a reasonable period in advance of the filing dates required by a Continuing Disclosure Undertaking.

(3) Annual Information. Any such financial information shall be accompanied by an audit report prepared in accordance with the provisions of subsection (g)(2) hereof, unless such subsection exempts the Municipality from such audit report requirement. The financial information shall be prepared in accordance with GAAP, unless the Municipality has received a waiver from such requirement as permitted by State Law, in which case it shall be prepared on such other basis of accounting that demonstrates compliance with State law. Such requirement for financial information and operating data may be satisfied by submitting the Municipality's annual comprehensive financial report (ACFR) and/or annual report of its System (if System revenues are included in the dedicated source of repayment), unless KDHE notifies the Municipality of the need for additional information. If an audit report is required to be prepared, but is not available within 270 days of the end of the Municipal Fiscal Year, un-audited financial information shall be provided to KDHE pending receipt of the audit report. If the method of preparation and the basis of accounting is changed to a basis less comprehensive than previously described, the Municipality shall provide a specific notice of such change to KDHE when the financial information is provided.

(4) Event Notices. For purposes of this section, "material event" shall mean any event with respect to the Municipality (if it is a Principal Participating Municipality) required to be reported by KDHE pursuant to a Continuing Disclosure Undertaking. Upon a determination by KDHE that the Municipality is a Principal Participating Municipality, KDHE will provide instructions to the Municipality identifying such events then required to be reported, and the Municipality agrees to report such events to the extent required by a Continuing Disclosure Undertaking. The existing Continuing Disclosure Undertakings require reporting by a Principal Participating Municipality of four events, relating generally to (i) bankruptcy or insolvency, (ii) merger, consolidation or acquisition, (iii) incurrence of a financial obligation or debt and (iv) default, acceleration, termination or modification of a financial obligation or debt.

(j) ***Insurance***. The Municipality will carry and maintain such reasonable amount of all-risk insurance on all properties and all operations of its System as would be carried by similar municipal operators of Systems, insofar as the properties are of an insurable nature.

(k) ***Notice of Material Adverse Change***. The Municipality shall promptly notify KDHE of any material adverse change in the activities, prospects or condition (financial or otherwise) of the System, or in the ability of the Municipality to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

(l) ***Additional Covenants and Requirements***. The parties hereto acknowledge that this Loan Agreement may be assigned or pledged to secure financings of the Authority. Should it be necessary to modify any covenants or obtain or enhance the security of the financings, the parties

agree to take all reasonable actions and make reasonable covenants and agreements necessary to accomplish such purpose to the extent permitted by applicable laws.

Section 3.03 Federal Tax Compliance Representations and Covenants.

(a) The Municipality is the owner of the Financed Facility. As long as any portion of this Loan Agreement is unpaid, the Municipality will not dispose of any portion of the Financed Facility without first notifying the Authority and KDHE in writing and the Authority and KDHE obtaining favorable advice of Bond Counsel.

(b) As long as any portion of this Loan Agreement is unpaid, the Municipality will never permit any of the Financed Facility to be used in any Non-Qualified Use without first notifying the Authority and KDHE in writing and the Authority and KDHE obtaining favorable advice of Bond Counsel. In furtherance of this covenant, the Municipality will not enter into any Management or Operating Agreement of the Financed Facility or lease any portion of the Financed Facility to any Non-Qualified User or provide any Non-Qualified User with a special legal right or entitlement to use the Financed Facility without first notifying the Authority and KDHE in writing and the Authority and KDHE obtaining favorable advice of Bond Counsel.

(c) None of the proceeds of this Loan Agreement will be loaned directly or indirectly to any Non-Qualified User.

(d) All costs previously paid by the Municipality that are to be reimbursed from the proceeds of this Loan Agreement either (1) were paid by the Municipality after the date the Municipality filed its application with KDHE and not more than **3** years prior to the date reimbursement is requested or (2) were for costs incurred in connection with the planning or design of the Project paid prior to the date construction commenced.

(e) The Municipality will not take any action or permit any action to be taken which would cause this Loan Agreement to be "federally guaranteed" within the meaning of Code § 149.

(f) No operating costs or expenses of the Municipality are being paid from the proceeds of this Loan Agreement.

(g) Upon the written request of the Authority or KDHE, the Municipality will provide written confirmation of compliance with the federal tax requirements through use of an Annual Compliance Checklist in a form acceptable to the Authority and KDHE. A sample Annual Compliance Checklist is attached to this Loan Agreement as ***Exhibit I***.

ARTICLE IV

ASSIGNMENT

Section 4.01. Assignment and Transfer by KDHE. The Municipality hereby approves and consents to any assignment or transfer of this Loan Agreement that KDHE deems necessary in connection with the operation and administration of the Revolving Fund. The Municipality hereby specifically approves the assignment and pledging of the Loan Repayments and Additional Payments to the Authority, and the Authority's pledging of all or a portion of the same to the Bonds.

Section 4.02. Assignment by the Municipality. This Loan Agreement may not be assigned by the Municipality for any reason, unless the following conditions shall be satisfied:

(a) KDHE and the Authority shall have approved said assignment in writing;

(b) the assignee is a city, county, township, sewer district, improvement district or other political subdivision of the State or any combination thereof that has legal responsibility to treat wastewater;

(c) the assignee shall have expressly assumed in writing the full and faithful observance and performance of the Municipality's duties, covenants, and obligations under this Loan Agreement; provided, however, such assignment shall not relieve the Municipality of its duties, covenants, and obligations under this Loan Agreement;

(d) the assignment will not adversely impact KDHE's ability to meet its duties, covenants and obligations to the Authority under the Master Indenture, nor may the sale endanger the exclusion from gross income for federal income tax purposes of the interest on the Bonds; and

(e) the Municipality shall, at its expense, provide KDHE and the Authority with an opinion of a qualified attorney that each of the conditions set forth in *subparagraphs (b), (c)*, and *(d)* hereof have been met.

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES

Section 5.01. Notice of Default. If an Event of Default shall occur, the non-defaulting party shall give the party in default and the Authority prompt telephonic notice of the occurrence of such Event of Default, provided the non-defaulting party has knowledge of such Event of Default. Such telephonic notice shall be immediately followed by written notice of such Event of Default given in the manner set forth in ***Section 6.01*** hereof.

Section 5.02. Remedies on Default.

(a) Whenever an Event of Default shall have occurred and be continuing, KDHE or the Municipality shall have the right to take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and to become due or to enforce the performance and observance of any obligation or agreement of KDHE or the Municipality (including, without limitation, withholding remaining Loan disbursements, cancellation of the Loan Agreement and acceleration of the remaining scheduled principal payments set forth on ***Exhibit B***, or such other remedies provided to the Secretary in the Loan Act and the Regulations).

(b) Upon the occurrence of an Event of Default on the part of KDHE, and to the extent permitted by law and availability of appropriated funds by the Kansas Legislature, KDHE shall, on demand, pay to the Municipality the reasonable fees and expenses incurred by the Municipality in the enforcement of performance or observation of any other duties, covenants, obligations or agreements of KDHE contained herein. Prior to incurring any such expenses, the Municipality shall provide written notice to KDHE that it intends to incur such expenses; provided, however, a failure by the Municipality to give such notice shall not affect the Municipality's right to receive payment for such expenses. Upon request by KDHE, the Municipality shall provide copies of statements evidencing the fees and expenses for which the Municipality is requesting payment.

Section 5.03. Expenses. Upon the occurrence of an Event of Default on the part of the Municipality, and to the extent permitted by law, the Municipality shall, on demand, pay to KDHE the reasonable fees and expenses incurred by KDHE in the collection of Loan Repayments or any other sum due hereunder or in the enforcement of performance or observation of any other duties, covenants, obligations or agreements of the Municipality contained herein. Prior to incurring any such expenses, KDHE shall provide written notice to the Municipality that it intends to incur such expenses; provided, however, a failure by KDHE to give such notice shall not affect KDHE's right to receive payment for such expenses. Upon request by the Municipality, KDHE shall provide copies of statements evidencing the fees and expenses for which KDHE is requesting payment.

Section 5.04. Application of Moneys. Any moneys collected by KDHE pursuant to ***Section 5.02*** hereof shall be applied: (a) first, to pay interest on the Loan as the same becomes due and payable; (b) second, to pay principal due and payable on the Loan; (c) third, to pay expenses owed by the Municipality pursuant to ***Section 5.03*** hereof; and (d) fourth, to pay any other amounts due and payable hereunder as such amounts become due and payable.

Section 5.05. No Remedy Exclusive; Waiver; Notice. No remedy herein conferred upon or reserved to the Parties hereto is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. The parties hereto, in good faith, shall exercise such remedies with due diligence in a timely manner, however, no delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the parties hereto to exercise any remedy reserved to them in this ***Article V***, it shall not be necessary to give any notice, other than such notice as may be required in this ***Article V.***

Section 5.06. Retention of Rights. Notwithstanding any assignment or transfer of this Loan Agreement pursuant to the provisions hereof, or anything else to the contrary contained herein, the parties hereto shall have the right upon the occurrence of an Event of Default to take any action, including (without limitation) bringing an action against the defaulting party at law or in equity, as such party may, in its discretion, deem necessary to enforce the obligations of the defaulting party pursuant to this Loan Agreement.

Section 5.07. Financial and Management. Upon failure of the Municipality to pay one or more installments of the Loan Repayments in a timely manner, or in the event that the Secretary deems it advisable or necessary, the Secretary, after consultation with the governing body of the Municipality, may require the Municipality to undergo a financial and management operations review. The governing body shall correct any deficiencies noted during such review and adopt charges or surcharges as may be required by the Secretary during the term of this Loan Agreement.

ARTICLE VI

MISCELLANEOUS

Section 6.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when: (a) hand delivered; (b) mailed by registered or certified United States mail, postage prepaid; or (c) via telefax, with confirmation in the manner set forth in *subsection (b)*, to the parties hereinafter set forth at the following addresses:

(1) to KDHE:

Department of Health and
Environment
1000 SW Jackson Street, Suite 420
Topeka, Kansas 66612-1367
Attention: Bureau of Water

with a copy to its General Counsel

(2) to the Authority:

Kansas Development Finance
Authority
534 South Kansas Avenue, Suite 800
Topeka, Kansas 66603
Attention: President,

with a copy to its General Counsel

(3) to the Municipality:

at the address set forth on ***Exhibit H***.

All notices given by telefax as aforesaid shall be deemed given as of the date of evidence of receipt thereof by the recipient. All notices given by registered or certified mail as aforesaid shall be deemed duly given as of the date they are so deposited in the United States Postal Service, if postage is prepaid. Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent, by notice in writing given to the others.

Section 6.02. Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon KDHE and the Municipality and their respective successors and assigns.

Section 6.03. Severability. In the event any provision of this Loan Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

Section 6.04. Amendments, Supplements and Modifications. This Loan Agreement may not be amended, supplemented or modified without the prior written consent of the Authority.

Section 6.05. Execution in Counterparts. This Loan Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 6.06. Governing Law and Regulations. This Loan Agreement shall be governed by and construed in accordance with the laws of the State, including the Loan Act and the Regulations, which Regulations are, by this reference thereto, incorporated herein as a part of this Loan Agreement.

Section 6.07. Consents and Approvals. Whenever the written consent or approval of the State shall be required under the provisions of this Loan Agreement, such consent or approval may only be given by the Secretary.

Section 6.08. Further Assurances. The Municipality shall, at the request of KDHE, authorize, execute, acknowledge and deliver such further resolutions, ordinances, conveyances, transfers, assurances, financing statements and other instruments as may be reasonably necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Loan Agreement.

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IN WITNESS WHEREOF, KDHE and the Municipality have caused this Loan Agreement to be executed, sealed and delivered, effective as of the date above first written.

THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT, acting on behalf of THE STATE OF KANSAS

Kansas
Department of Health and Environment

By: Janet Stanek
Janet Stanek
Secretary
Kansas Department of Health and Environment

Date: 9-8-2026

THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, SUCCESSOR TO KANSAS CITY, KANSAS

(Seal)

By: _____
Alan Howze, Interim County Administrator

"Municipality"

Date: _____

ATTEST:

By: _____
County Clerk

EXHIBIT A

DESCRIPTION OF THE PROJECT

Construction of a project to complete the following three (3) Combined Sewer Overflow Sanitary Sewer Separation projects:

- CSO 16 Sewer Separation Project
- CSO 19 Sewer Separation Project – Phase 2
- CSO 55 Sewer Separation Project– Phase 1

EXHIBIT B

DEDICATED SOURCE OF REVENUES AND LOAN REPAYMENT SCHEDULE

Dedicated Source of Revenue

The Municipality shall impose and collect such rates, fees and charges for the use and services furnished by or through the System, including all improvements and additions thereto hereafter constructed or acquired by the Municipality as will provide System Revenues or levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce amounts which are sufficient to (a) pay the cost of the operation and maintenance of the System, (b) pay the principal of and interest on the Loan as and when the same become due, and (c) pay all other amounts due at any time under the Loan Agreement; provided, however, no lien or other security interest is granted by the Municipality to KDHE on the System Revenues under this Agreement. In the event that the System Revenues are insufficient to meet the obligations under the Loan and the Loan Agreement, the Municipality shall levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce the amounts necessary for the prompt payment of the obligations under the Loan and Loan Agreement.

Loan Repayment Schedule

The Municipality and KDHE have agreed that interest becoming due semiannually on the Loan during the construction period for the Project may be capitalized and repaid as a part of the Loan. In this regard, KDHE shall give the Municipality written notice of each semiannual installment of interest becoming due during the construction period. At its option, the Municipality may elect to pay such amounts, and if so elected, must pay such amounts on or before the associated semiannual installment date. If the Municipality does not elect to pay such amounts, the amount then due and owing as semiannual interest on the Loan shall be capitalized and added to the principal amount of the Loan and shall bear interest at the rate of interest set forth in ***Section 2.02*** hereof.

Principal Forgiveness

Certain loans may be awarded principal forgiveness if the municipality qualifies under affordability criteria or if the project is considered a sustainability project. The amount of principal forgiveness is estimated on the repayment schedule found on the following page and will be finalized when the loan agreement is amended to reflect the final costs of the project. The principal forgiveness will be provided on the date of the final loan disbursement. KDHE reserves the right to increase the principal forgiveness as needed to meet requirements of Public Law.

The principal forgiveness amount will be calculated at 60% of the final loan amount but cannot exceed $2,000,000.

KANSAS WATER POLLUTION CONTROL REVOLVING FUND

Preliminary Schedule for Construction Loan Agreement
Amortization of Loan Costs as of 1/30/2026

Prepared for:
Unified Government of Wyandotte County/Kansas City, Kansas, Project No. C20 3027 01

Project Principal:	67,525,476.00
Interest During Const.:	0.00
Service Fee During Const.:	0.00
Gross Loan Costs:	67,525,476.00
Estimated Principal Forgiveness:	2,000,000.00
Net Loan Costs:	65,525,476.00

Gross Interest Rate Allocation	thru 9/1/2031	after 9/1/2031
Service Fee Rate:	2.62%	0.25%
Net Loan Interest Rate:	0.25%	2.62%

Gross Interest Rate:	2.87%
First Payment Date:	3/1/2028
Number of Payments:	40

Payment Number	Payment Date	Beginning Balance	Interest Payment	Principal Payment	Service Fee	Total Payment	Ending Balance
1	3/1/2028	65,525,476.00	81,906.85	1,224,135.00	858,383.74	2,164,425.59	64,301,341.00
2	9/1/2028	64,301,341.00	80,376.68	1,241,701.34	842,347.57	2,164,425.59	63,059,639.66
3	3/1/2029	63,059,639.66	78,824.55	1,259,519.76	826,081.28	2,164,425.59	61,800,119.90
4	9/1/2029	61,800,119.90	77,250.15	1,277,593.87	809,581.57	2,164,425.59	60,522,526.03
5	3/1/2030	60,522,526.03	75,653.16	1,295,927.34	792,845.09	2,164,425.59	59,226,598.69
6	9/1/2030	59,226,598.69	74,033.25	1,314,523.90	775,868.44	2,164,425.59	57,912,074.79
7	3/1/2031	57,912,074.79	72,390.09	1,333,387.32	758,648.18	2,164,425.59	56,578,687.47
8	9/1/2031	56,578,687.47	70,723.36	1,352,521.42	741,180.81	2,164,425.59	55,226,166.05
9	3/1/2032	55,226,166.05	723,462.78	1,371,930.10	69,032.71	2,164,425.59	53,854,235.95
10	9/1/2032	53,854,235.95	705,490.49	1,391,617.31	67,317.79	2,164,425.59	52,462,618.64
11	3/1/2033	52,462,618.64	687,260.30	1,411,587.02	65,578.27	2,164,425.59	51,051,031.62
12	9/1/2033	51,051,031.62	668,768.51	1,431,843.29	63,813.79	2,164,425.59	49,619,188.33
13	3/1/2034	49,619,188.33	650,011.37	1,452,390.23	62,023.99	2,164,425.59	48,166,798.10
14	9/1/2034	48,166,798.10	630,985.06	1,473,232.03	60,208.50	2,164,425.59	46,693,566.07
15	3/1/2035	46,693,566.07	611,685.72	1,494,372.91	58,366.96	2,164,425.59	45,199,193.16
16	9/1/2035	45,199,193.16	592,109.43	1,515,817.17	56,498.99	2,164,425.59	43,683,375.99
17	3/1/2036	43,683,375.99	572,252.23	1,537,569.14	54,604.22	2,164,425.59	42,145,806.85
18	9/1/2036	42,145,806.85	552,110.07	1,559,633.26	52,682.26	2,164,425.59	40,586,173.59
19	3/1/2037	40,586,173.59	531,678.87	1,582,014.00	50,732.72	2,164,425.59	39,004,159.59
20	9/1/2037	39,004,159.59	510,954.49	1,604,715.90	48,755.20	2,164,425.59	37,399,443.69
21	3/1/2038	37,399,443.69	489,932.71	1,627,743.58	46,749.30	2,164,425.59	35,771,700.11
22	9/1/2038	35,771,700.11	468,609.27	1,651,101.69	44,714.63	2,164,425.59	34,120,598.42
23	3/1/2039	34,120,598.42	446,979.84	1,674,795.00	42,650.75	2,164,425.59	32,445,803.42
24	9/1/2039	32,445,803.42	425,040.02	1,698,828.32	40,557.25	2,164,425.59	30,746,975.10
25	3/1/2040	30,746,975.10	402,785.37	1,723,206.50	38,433.72	2,164,425.59	29,023,768.60
26	9/1/2040	29,023,768.60	380,211.37	1,747,934.51	36,279.71	2,164,425.59	27,275,834.09
27	3/1/2041	27,275,834.09	357,313.43	1,773,017.37	34,094.79	2,164,425.59	25,502,816.72
28	9/1/2041	25,502,816.72	334,086.90	1,798,460.17	31,878.52	2,164,425.59	23,704,356.55
29	3/1/2042	23,704,356.55	310,527.07	1,824,268.07	29,630.45	2,164,425.59	21,880,088.48
30	9/1/2042	21,880,088.48	286,629.16	1,850,446.32	27,350.11	2,164,425.59	20,029,642.16
31	3/1/2043	20,029,642.16	262,388.31	1,877,000.23	25,037.05	2,164,425.59	18,152,641.93
32	9/1/2043	18,152,641.93	237,799.61	1,903,935.18	22,690.80	2,164,425.59	16,248,706.75
33	3/1/2044	16,248,706.75	212,858.06	1,931,256.65	20,310.88	2,164,425.59	14,317,450.10
34	9/1/2044	14,317,450.10	187,558.60	1,958,970.18	17,896.81	2,164,425.59	12,358,479.92
35	3/1/2045	12,358,479.92	161,896.09	1,987,081.40	15,448.10	2,164,425.59	10,371,398.52
36	9/1/2045	10,371,398.52	135,865.32	2,015,596.02	12,964.25	2,164,425.59	8,355,802.50
37	3/1/2046	8,355,802.50	109,461.01	2,044,519.83	10,444.75	2,164,425.59	6,311,282.67
38	9/1/2046	6,311,282.67	82,677.80	2,073,858.69	7,889.10	2,164,425.59	4,237,423.98
39	3/1/2047	4,237,423.98	55,510.25	2,103,618.56	5,296.78	2,164,425.59	2,133,805.42
40	9/1/2047	2,133,805.42	27,952.85	2,133,805.42	2,667.32	2,164,425.59	0.00
	Totals		13,424,010.45	65,525,476.00	7,627,537.15	86,577,023.60	

EXHIBIT C

CONDITIONS APPLICABLE TO CONSTRUCTION OF THE PROJECT

1. Municipality agrees to expeditiously initiate and complete the Project in accordance with the following schedule:

    a. Advertising for construction contract bids within 30 days of KDHE authorization to advertise.
    b. Bid opening no sooner than 30 days after advertisement for bids.
    c. Contract award within 60 days of bid opening for a construction contract.
    d. Issuance of notice to proceed within 30 days of a construction contract award.
    e. Initiation of operation for entire project no later than December 31, 2031.
    f. Project Performance Certification 365 days following Initiation of Operation.

    KDHE must be promptly notified of any proposed changes.

2. Prior to giving a notice to proceed, the Municipality must certify that all easements and rights-of-way necessary to allow construction of the Project have been obtained (i.e., all real property has been acquired, bonafide options have been taken or formal condemnation proceedings have been initiated for necessary real property).

3. The municipality must comply with and include the requirements of the Prohibition Statement below in all contracts and subcontracts made to private entities.

    a. The Contractor, its employees, subcontractors and subcontractors' employees may not engage in severe forms of trafficking in persons during the period of time that the contract is in effect; procure a commercial sex act during the period of time that the contract is in effect; or use forced labor in the performance of the contract or subcontract.

4. The Municipality agrees to comply with the Kansas Act Against Discrimination, K.S.A. 44-1001, *et seq.* and the Kansas Age Discrimination in Employment Act, K.S.A. 44-1111, *et seq.* as provided by law and to include those provisions in every contract or purchase order relating to the Project so that they are binding upon such subcontractors or vendors.

5. If the project is for construction, alteration, and repair of treatment works, the municipality shall comply with KWPCRF wage rate requirements listed below:

    a. insert in full in any contract funded by this loan agreement in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, wage rate contract provisions, found in 29 CFR 5.5, as indicated by EPA and US Department of Labor, generally known as Davis Bacon requirements;

b. while the solicitation remains open, shall monitor https://beta.sam.gov/ on on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The municipality shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the Municipality may request a finding from KDHE that there is not reasonable time to notify interested contractors of the modification of the wage determination. KDHE will provide a report of its findings to the Municipality.

c. incorporate any modifications or supersedes DOL makes to the wage determination contained in the solicitation if the contract is not awarded within 90 days of bid opening. Unless KDHE, at the request of the Municipality, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The Municipality shall monitor https://beta.sam.gov/ on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

d. review all subcontracts subject to Davis-Bacon entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

e. either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order, if the Department of Labor (DOL) issues a revised wage determination applicable to the contract after the award of a contract or the issuance of an ordering instrument due to a DOL determination that the municipality has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. The Municipality's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

f. provide written confirmation in a form satisfactory to KDHE indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls;

g. interview a sufficient number of employees entitled to Davis Bacon Act prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 20 CFR 5.6 (a)(6), all interviews must be conducted in confidence. The Municipality must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of SF 1445 are available from EPA on request;

h. establish and follow an interview schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. The municipality shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

i. periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The municipality shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis -Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the municipality must spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. The municipality must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. In addition, during the examinations the municipality shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

j. periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item (h) and (i) above.

k. must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact Julie Milazzo at Milazzo.Julie@epa.gov or 206-553-2429 ; and to the appropriate DOL Wage and Hour District Office listed at www.dol.gov/whd/america2.htm.

6. The Municipality certifies that it is not suspended or debarred from participating in federal assistance and benefit programs and further agrees to fully comply with Subpart C of 2 CFR Part 180 and Subpart C of 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions." The Municipality must ensure that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180 and Subpart B of 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient may search for exclusion records at www.sam.gov.

7. The Municipality agrees that all bid solicitations will include the Anti-Lobbying Certification form, which must be completed and returned with the bid form.

8. The owner or successful bidder must obtain, prior to construction, permit coverage from KDHE to discharge stormwater runoff associated with construction activity for most any project which disturbs one acre or more of soils. A Notice of Intent form (NOI) must be submitted to KDHE 60 days before the start of construction and a permit determination from KDHE must be made before construction can begin. The Kansas construction stormwater general permit, a Notice of

Intent (application form), a frequently asked questions file, and supplemental materials are available online on the KDHE Stormwater Web Page at www.kdhe.state.ks.us/stormwater.

9. The Municipality shall follow applicable state procurement laws and regulations. KDHE approval is required prior to procurement.

10. The Municipality agrees to make prompt payment to its contractor(s) of sums due for construction and to retain only such amounts as may be justified by specific circumstances and provisions of this Loan Agreement or the construction contract.

11. The Municipality will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications per K.A.R. 28-16-55 and Water Quality Policy Memorandum No. 2-78 dated January 18, 1978 and will furnish progress reports and such other information as the State may require.

12. The Municipality hereby assures that the engineering firm principally responsible for supervising construction and for providing engineering services during construction (engineer associated with the design build team) will continue its relationship with the Municipality for a period of up to one year after initiation of operation of the Project. During this period, the engineering firm shall direct the operation of the Project, train operating personnel and prepare curricula and training material for operating personnel. The following specific requirements apply:

    a. The Municipality agrees the performance standards applicable to the Project are:
        (1) All construction deficiencies have been resolved.

    b. One year after completion of construction and initiation of operation of the Project, the Municipality shall certify to KDHE whether or not such Project meets the design specifications and effluent limitations contained in subparagraph a. of this condition. Any statement of non-compliance must be accompanied by a corrective action report containing: an analysis of the cause of the Project's inability to meet performance standards; actions necessary to bring it into compliance, and a reasonably scheduled date for positive certification of the Project. Timely corrective action will be executed by the Municipality.

    c. Municipality agrees to furnish KDHE with an annual report describing actions taken to date to achieve positive certification, planned future activities, the Project's status and potential for positive certifications.

13. A final plan of operation and draft O&M Manual shall be submitted by the Municipality for approval by KDHE at or prior to 50 percent construction completion and the Final O&M Manual must be submitted at 90% construction completion. The plan of operation must include, but is not limited to, an assessment of the employee skills necessary to carry out the operation and maintenance function and a training plan designed to provide employees with the necessary skills. Details on the skills assessment must be submitted along with the final plan of operation. Necessary training as indicated by the skills assessment must be provided in accordance with the approved training plan.

14. The rates, resolutions and ordinances enacting the System user charges and System use requirements shall be enacted prior to initiation of operation.

15. The municipality agrees to provide a Fiscal Sustainability Plan (FSP) document to KDHE, including an appropriate Asset Management Plan, prior to final closeout of the Loan Agreement project. The required scope of the FSP will be provided to the municipality by letter from KDHE.

16. None of the funds made available by this loan agreement shall be used for a project for the construction, alteration, maintenance, or repair of a wastewater collection system or wastewater treatment plant unless all of the iron and steel products used in the project are produced in the United States. The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

17. This Project is consistent with the Kansas Water Quality Management Plan, subject to the provisions of Section 208(d) and 208(e) of the Federal Water Pollution Control Act, as amended. Service by the Project will not be denied or conditioned on the basis of factors or issues unrelated to wastewater management.

18. The Loan Recipient must comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and a variety of program-specific statutes with nondiscrimination requirements. Other civil rights laws may impose additional requirements on the Loan Recipient. These laws include, but are not limited to, Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin, religion, and sex discrimination in employment and in services provided by State and local governments, businesses, and non-profit agencies), and the Fair Housing Act (prohibiting race, color, national origin, age, family status, and disability discrimination in housing), as well as any other applicable civil rights laws.

19. The Municipality hereby agrees to request and obtain intergovernmental environmental evaluations of the proposed Project and the Municipality hereby agrees to implement measures to mitigate all known adverse environmental effects of the project.

20. The Municipality is prohibited from procuring goods or services from persons who have been convicted of violations of the Clean Air Act or the Clean Water act.

21. The Municipality shall obtain any required Corps of Engineers Section 404 and/or Section 10 permit prior to awarding the construction contract.

22. If this Project is for a segment of a total project for the System, KDHE does not assume any obligation, commitment, or responsibility for funding any other anticipated steps, phases, segments or stages or any other improvements to the System not constituting the Project. The Municipality agrees to complete the total System improvements of which this Project is a part in accordance with the schedule presented in Exhibit C(1), regardless of whether KDHE funding is available for the remaining System improvements.

EXHIBIT D

USE OF LOAN PROCEEDS

Construction of a project to complete the following three (3) Combined Sewer Overflow Sanitary Sewer Separation projects:

- CSO 16 Sewer Separation Project
- CSO 19 Sewer Separation Project – Phase 2
- CSO 55 Sewer Separation Project– Phase 1

The loan proceeds will be utilized to pay the costs of:

1. Construction: All actual construction costs of the improvements to the wastewater collection and treatment system and incidental work associated with construction.

2. Engineering: All actual costs of construction services including basic services, design, procurement, inspection, final plan of operation, user charge and sewer use resolution and ordinance development, one year project performance evaluation, and all items as included in the engineering contract for the project, including the Fiscal Sustainability Plan.

3. Administrative: All reasonable costs of legal and financial administrative support directly provided for the project, including financial audits.

Unallowable Costs: The costs of full time employees of the municipality.

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EXHIBIT E

INSTRUCTIONS FOR REQUESTING DISBURSEMENTS

1. All payment requests must be filed on the Outlay Report and Request for Disbursement Form and represent the actual completion level of the project at the date the request is prepared.

2. All cost entries must be based upon allowable work in place, which is due and payable. This means that you may **not** request payment for:

   a. Any work or services, which have not been explicitly approved by the KDHE in the Loan Agreement or subsequent amendments.

   b. Any work performed under a change order unless written approval of the change order has been given by the State.

   c. Any ineligible project costs.

   d. Any retainage which you are withholding from the construction contractor, engineer, etc.

   e. Expenditures relating to site acquisition, easements, rights-of way, EXCEPT: (1) additional work required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act such as appraisal and certification services; (2) when the site itself is allowable in accordance with Federal SRF regulations and guidance; and (3) costs incurred in eminent domain proceedings.

   f. Costs associated with the approval, preparation, issuance and sale of Bonds, and other costs incidental to normal operating overhead of a Municipality, whether performed by Municipal employees, the engineer, or the attorney.

It is essential that you understand the cost basis of the approved Loan amount. It is, therefore, necessary that you read the Loan Agreement (including all conditions) and its transmittal letter, any Loan amendments and Project correspondence, and that you maintain current and accurate files on all approved change orders. Failure to follow these procedures may result in your requesting and subsequently receiving overpayment of loan funds, which later may, in turn, result in substantial inconvenience to you and the Municipality. This could include repayment or crediting to KDHE the interest earned on overpaid funds, and any penalties that can result from this action.

3. Submit an original signature of the form and one set of supporting documentation directly to:

   Kansas Department of Health & Environment
   Bureau of Water
   Municipal Programs
   1000 SW Jackson Street, Suite 420
   Topeka, Kansas 66612-1367

You should retain one copy for your records.

EXHIBIT E - REQUEST FOR DISBURSEMENT FROM KDHE REVOLVING LOAN PROGRAMS

INDICATE WHICH LOAN PROGRAM THIS REQUEST IS FOR:	KDHE PROJECT NUMBER (REFER TO LOAN AGREEMENT)
KANSAS WATER POLLUTION CONTROL REVOLVING FUND _____	KWPCRF PROJECT # C20
KANSAS PUBLIC WATER SUPPLY LOAN FUND _____	KPWSLF PROJECT #

IS THIS THE FINAL DISBURSEMENT REQUEST FOR THIS LOAN? YES _____ NO ____	RECIPIENT INFORMATION NAME :
PAYMENT REQUEST NUMBER :	ADDRESS or PO box (include City, State, Zip) :

The undersigned hereby requests that the following amounts be disbursed for the following Project Costs as defined in the loan agreement:

Classification	Invoice amounts (invoices must be attached)	Invoiced from (list payee(s))	Description
a. Administrative expense (loan admin services, publication fees, attorney fees, etc.)			
b. Engineering services expense			
c. Land, easements			
d. Construction Contract Expense			
e. Equipment (by separate KDHE approved contract or procedure)			
f. Miscellaneous cost (not categorized above)			
g. Total of Invoices Submitted (sum of lines a thru f)			
h. Deductions for other sources of funding used (from grants or cash on hand)			
i. Total Disbursement Requested from KDHE * (Line g minus line h)			

CERTIFICATION: I hereby state and certify that: (i) the amounts requested, are or were necessary and appropriate in connection with the purchase, construction and installation of the Project, have been properly incurred and are a proper disbursement of the proceeds of the Loan and that an inspection has been performed and all work is in accordance with the terms of the Loan; have been paid or are justly due as stated above; and have not been the basis of any previous requisition from the proceeds of the Loan; (ii) all representations made in the Agreement remain true as of the date of this request; and (iii) no adverse developments affecting the financial condition of the Recipient or its ability to complete the Project or to repay the Loan have occurred.

RECIPIENT NAME:		
Signature of Authorized Certifying Official		
Typed or Printed Name and Title		
Date Signed	Telephone (Area Code, number & ext)	Email

*Total Approved by KDHE will be shown on separate sheet

EXHIBIT F

FORM OF MUNICIPALITY ORDINANCE

* * * * * * * * * * * * * *

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS
SUCCESSOR TO KANSAS CITY, KANSAS
HELD ON [ORDINANCE DATE]**

The Governing Body of the Municipality met in [regular/special] session at the usual meeting place in the County, at [meeting time], the following members being present and participating, to-wit:

Absent:

The County Administrator declared that a quorum was present and called the meeting to order.

(Other Proceedings)

Thereupon, there was presented an Ordinance entitled:

An ORDINANCE AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT BETWEEN THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS SUCCESSOR TO KANSAS CITY, KANSAS AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR THE PURPOSE OF OBTAINING A LOAN FROM THE KANSAS WATER POLLUTION CONTROL REVOLVING FUND FOR THE PURPOSE OF FINANCINGCOMBINED SEWER OVERFLOW SANITARY SEWER SEPARATION PROJECTS; ESTABLISHING A DEDICATED SOURCE OF REVENUE FOR REPAYMENT OF SUCH LOAN; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE LOAN AGREEMENT.

Thereupon, [Commission member] _____ moved that said Ordinance be passed. The motion was seconded by [Commission member] _____. 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:

Yes: _____.

No: _____.

Thereupon, the County Administrator declared said Ordinance duly passed and the Ordinance was then duly numbered Ordinance No. _____ and was signed and approved by the County Administrator and attested by the County Clerk.

(Other Proceedings)

On motion duly made, seconded and carried, the meeting thereupon adjourned.

(SEAL)

_____
Clerk

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ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT BETWEEN THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS SUCCESSOR TO KANSAS CITY, KANSAS AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR THE PURPOSE OF OBTAINING A LOAN FROM THE KANSAS WATER POLLUTION CONTROL REVOLVING FUND FOR THE PURPOSE OF FINANCING COMBINED SEWER OVERFLOW SANITARY SEWER SEPARATION PROJECTS ; ESTABLISHING A DEDICATED SOURCE OF REVENUE FOR REPAYMENT OF SUCH LOAN; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE LOAN AGREEMENT.

WHEREAS, the Federal Water Quality Act of 1987 (the "Federal Act") established revolving fund program for public wastewater treatment systems to assist in financing the costs of infrastructure needed to achieve or maintain compliance with the Federal Act and to protect the public health and authorized the Environmental Protection Agency (the "EPA") to administer a revolving loan program operated by the individual states; and

WHEREAS, to fund the state revolving fund program, the EPA will make annual capitalization grants to the states, on the condition that each state provide a state match for such state's revolving fund; and

WHEREAS, by passage of the Kansas Water Pollution Control Revolving Fund Act, K.S.A. 65-3321 through 65-3329, inclusive (the "Loan Act"), the State of Kansas (the "State") has established the Kansas Water Pollution Control Revolving Fund (the "Revolving Fund") for purposes of the Federal Act; and

WHEREAS, under the Loan Act, the Secretary of the Kansas Department of Health and Environment ("KDHE") is given the responsibility for administration and management of the Revolving Fund; and

WHEREAS, the Kansas Development Finance Authority (the "Authority") and KDHE have entered into a Master Financing Indenture (the "Master Indenture") pursuant to which KDHE agrees to enter into Loan Agreements with Municipalities for public wastewater treatment projects (the "Projects") and to pledge the Loan Repayments (as defined in the Master Indenture) received pursuant to such Loan Agreements to the Authority; and

WHEREAS, the Authority is authorized under K.S.A. 74-8905(a) and the Loan Act to issue revenue bonds (the "Bonds") for the purpose of providing funds to implement the State's requirements under the Federal Act and to loan the same, together with available funds from the EPA capitalization grants, to Municipalities within the State for the payment of Project Costs (as said terms are defined in the Loan Act); and

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas Successor to Kansas City, Kansas (the "Municipality") is a municipality as said term is

defined in the Loan Act which operates a wastewater collection and treatment system (the "System"); and

WHEREAS, the System is a public Wastewater Treatment Works, as said term is defined in the Loan Act; and

WHEREAS, the Municipality has, pursuant to the Loan Act, submitted an Application to KDHE to obtain a loan from the Revolving Fund to finance the costs of improvements to its System consisting of the following:

Construction of a project to complete the following three (3) Combined Sewer Overflow Sanitary Sewer Separation projects: CSO 16 Sewer Separation Project, CSO 19 Sewer Separation Project – Phase 2 and CSO 55 Sewer Separation and Green Infrastructure Project– Phase 1 (the "Project"); and

WHEREAS, the Municipality has taken all steps necessary and has complied with the provisions of the Loan Act and the provisions of K.A.R. 28-16-110 to 28-16-138 (the "Regulations") applicable thereto necessary to qualify for the loan; and

WHEREAS, KDHE has informed the Municipality that it has been approved for a loan in amount of not to exceed $67,525,476 (the "Loan") in order to finance the Project; and

WHEREAS, the governing body of the Municipality hereby finds and determines that it is necessary and desirable to accept the Loan and to enter into a loan agreement and certain other documents relating thereto, and to take certain actions required in order to implement the Loan Agreement.

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

Section 1. Authorization of Loan Agreement. The Municipality is hereby authorized to accept the Loan and to enter into a certain Loan Agreement, with an effective date of January 30, 2026, with the State of Kansas acting by and through the Kansas Department of Health and Environment (the "Loan Agreement") to finance the Project Costs (as defined in the Loan Agreement). County Administrator and Clerk are hereby authorized to execute the Loan Agreement in substantially the form presented to the governing body this date, with such changes or modifications thereto as may be approved by the County Administrator and the County Attorney, the County Administrator's execution of the Loan Agreement being conclusive evidence of such approval.

Section 2. Establishment of Dedicated Source of Revenue for Repayment of Loan. Pursuant to the Loan Act, the Municipality hereby establishes a dedicated source of revenue for repayment of the Loan. In accordance therewith, the Municipality shall impose and collect such rates, fees and charges for the use and services furnished by or through the System, including all improvements and additions thereto hereafter

constructed or acquired by the Municipality as will provide System Revenues or levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce amounts which are sufficient to (a) pay the cost of the operation and maintenance of the System, (b) pay the principal of and interest on the Loan as and when the same become due, and (c) pay all other amounts due at any time under the Loan Agreement; provided, however, no lien or other security interest is granted by the Municipality to KDHE on the System Revenues under this Agreement. In the event that the System Revenues are insufficient to meet the obligations under the Loan and the Loan Agreement, the Municipality shall levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce the amounts necessary for the prompt payment of the obligations under the Loan and Loan Agreement.

In accordance with the Loan Act, the obligations under the Loan and the Loan Agreement shall not be included within any limitation on the bonded indebtedness of the Municipality.

Section 3. Further Authority. The County Administrator and other County 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 4. Governing Law. The Ordinance and the Loan Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Kansas.

Section 5. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the Municipality and publication in the official City newspaper.

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PASSED by the governing body of the Municipality on [Ordinance Date] and and **APPROVED** by the County Administrator.

(SEAL)

_____

Alan Howze, Interim County Administrator

ATTEST:

_____

Clerk

[APPROVED AS TO FORM ONLY.]

_____

[County Attorney]

EXHIBIT G

FORM OF OPINION OF MUNICIPALITY'S COUNSEL

[*Date*]

Kansas Development Finance Authority
Topeka, Kansas

The Kansas Department of Health and
Environment, acting on behalf of
The State of Kansas
Topeka, Kansas

Re: Loan Agreement effective as of January 30, 2026, between the Kansas Department of Health and Environment ("KDHE"), acting on behalf of the State of Kansas (the "State"), and the Unified Government of Wyandotte County/Kansas City, Kansas Successor to Kansas City, Kansas (the "Municipality")

I have acted as counsel to the Municipality in connection with the authorization, execution and delivery of the above referenced Loan Agreement (the "Loan Agreement"). In my capacity as counsel to the Municipality, I have examined original or certified copies of minutes, ordinances of the Municipality and other documents relating to the authorization of the Project, the authorization, execution and delivery of the Loan Agreement, and the establishment of a Dedicated Source of Revenue (as defined in the Loan Agreement) for repayment of the Loan evidenced by the Loan Agreement. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned thereto in the Loan Agreement.

In this connection, I have examined the following:

(a) an executed or certified copy of the Loan Agreement;

(b) proceedings adopted or taken by the Municipality to authorize and approve the Project to be constructed with the proceeds of the Loan evidenced by the Loan Agreement;

(c) Ordinance No. _____ of the Municipality (the "Ordinance") adopted on [*Ordinance Date*], and other proceedings of the Municipality taken and adopted in connection with the authorization, execution and delivery of the Loan Agreement, and the establishment of a Dedicated Source of Revenue for repayment of the Loan evidenced by the Loan Agreement; and

(d) such other proceedings, documents and instruments as I have deemed necessary or appropriate to the rendering of the opinions expressed herein.

In this connection, I have reviewed such documents, and have made such investigations of law, as deemed relevant and necessary as the basis for the opinions hereinafter expressed.

Based upon the foregoing, it is my opinion, as of the date hereof, that:

1. The Municipality is a municipal corporation duly created, organized and existing under the laws of the State.

2. The Municipality operates a public Wastewater Treatment Works, as said term is defined in the Loan Act.

3. The Project has been duly authorized by the Municipality.

4. The Municipality has all requisite legal power and authority to, and has been duly authorized under the terms and provisions of the Ordinance to, execute and deliver, and perform its obligations under, the Loan Agreement.

5. The Loan Agreement has been duly authorized, executed and delivered by the Municipality and constitutes a valid and binding agreement of the Municipality enforceable in accordance with its terms, subject as to enforcement of remedies to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting creditors' rights heretofore or hereafter enacted, and subject further to the exercise of judicial discretion in accordance with general principles of equity. In rendering this opinion, I have assumed due authorization, execution and delivery of the Loan Agreement by the State, acting by and through KDHE.

6. The Municipality has duly authorized the Dedicated Source of Revenue for repayment of the Loan to be made pursuant to the Loan Agreement.

7. To the best of my knowledge, the execution and delivery of the Loan Agreement by the Municipality will not conflict with or result in a breach of any of the terms of, or constitute a default under, any resolution, ordinance, indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Municipality is a party or by which it or any of its property is bound or any of the rules or regulations applicable to the Municipality or its property or of any court or other governmental body.

Very truly yours,

EXHIBIT H

MUNICIPALITY'S NOTICE ADDRESS

Alan Howze, Interim County Administrator
Unified Government of Wyandotte County/Kansas City, Kansas
701 N. 7th Street, Suite 945
Kansas City, KS 66101

Chief Counsel, Legal Department
Unified Government of Wyandotte County/Kansas City, Kansas
701 N. 7th Street, Suite 961
Kansas City, KS 66101

EXHIBIT I

BORROWER SAMPLE ANNUAL COMPLIANCE CHECKLIST (Example – Do Not Complete)

Name of Borrower: Unified Government of Wyandotte County/Kansas City, Kansas
Number of Borrower Loan financing the Financed Facility: KWPCRF Proj. No. C20 3027 01
Financed Facility and Placed in Service Date: This project includes construction of the following three (3) Combined Sewer Overflow Sanitary Sewer Separation projects: CSO 16 Sewer Separation Project, CSO 19 Sewer Separation Project – Phase 2 and CSO 55 Sewer Separation Project– Phase 1. This loan agreement (C20 3027 01) provides funds for planning, administrative, design and construction costs and interest during construction.
Issue Date of Borrower Loan: January 30, 2026
Name of Borrower Bond Compliance Officer:
Period covered by request ("Annual Period"):

Item	Question	Response
1 Project Completion	Has the Project intended to be financed from proceeds of the Borrower Loan been completed?	☐ Yes ☐ No
	Please provide the completion date of the Borrower Project, or, if the Borrower Project is not yet complete, the ***expected*** completion dates of the Project.	

Item	Question	Response
2 Ownership	Was the Financed Facility owned by the Borrower during the entire Annual Period?	☐ Yes ☐ No
	If answer above was "No," please describe the assets no longer owned and indicate whether KDFA and KDHE were notified and advice or an Opinion of Bond Counsel obtained prior to the transfer. Include a copy of any advice or Opinion of Bond Counsel in your response.	

Item	Question	Response
3 Leases and Other Rights to Possession	During the Annual Period, was any part of the Financed Facility used by any entity other than the Borrower at any time pursuant to a lease or similar agreement for more than 50 days (e.g., has the Borrower entered into an agreement permitting a cell phone tower or advertisement on a Financed Facility)?	☐ Yes ☐ No
	If the answer above was "Yes", describe the Financed Facility subject to the lease or similar use agreement and indicate whether KDFA and KDHE were notified and advice or Opinion of Bond Counsel obtained prior to entering into the lease or use agreement. Include a copy of any advice or Opinion of Bond Counsel and a copy of the agreement in your response.	

Item	Question	Response
4 Management or Service Agreements	During the Annual Period, has the Borrower entered into an agreement with another entity to manage the operation of the Financed Facility? (for example, does a private entity operate the System on behalf of the Borrower)	☐ Yes ☐ No
	If the answer above was "Yes", describe the Financed Facility subject to the management or operating agreement and indicate whether KDFA and KDHE were notified and advice or Opinion of Bond Counsel obtained prior to entering into the management or operating agreement. Include a copy of any advice or Opinion of Bond Counsel and a copy of the agreement in your response.	

Item	Question	Response
5 Other Use	During the Annual Period, was any agreement entered into with an individual or entity that grants special legal rights to the Financed Facility (e.g., has the Borrower entered into a take or pay contract or similar agreement related to output from the Financed Facility)?	☐ Yes ☐ No
	If the answer above was "Yes", describe the Financed Facility subject to the agreement and indicate whether KDFA and KDHE were notified and advice or Opinion of Bond Counsel obtained prior to entering into the agreement. Include a copy of any advice or Opinion of Bond Counsel and a copy of the agreement in your response.	

Borrower Authorized Representative (Print Name): _____

Borrower Authorized Representative (Signature): _____

Date: _____

RESOLUTION NO. R-92-21

Resolution authorizing filing of application with the Kansas Department of Health and Environment for a Loan under the Kansas Water Pollution Control Revolving Fund Act (K.S.A. 1988 Supp. 65-3321 through 65-3329).

WHEREAS under the terms of the Kansas Water Pollution Control Revolving Fund Act (K.S.A. 1988 Supp. 65-3321 through 65-3329), the State of Kansas has authorized the making of the loans to authorized applicants to aid in the construction of specific public projects,

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

1. That Douglas G. Bach, the County Administrator, be and he is hereby authorized to cause to be prepared and to execute a Loan Application, including all attachments thereto (jointly, the "Application"); in substantially the form presented to the Governing Body this date, in order to provide financing for the Project. The Application shall be forwarded to KDHE as soon as possible.

2. That Douglas G. Bach, the County Administrator, and other officers and representatives of the Unified Government are hereby authorized and directed take such other action as may be necessary to complete the Application and to coordinate processing of a loan agreement for the Loan (the "Loan Agreement"); provided that the authorization to execute the Loan Agreement shall be subject to further resolution of the Governing Body.

3. This Resolution shall be in full force and effect from and after its adoption.

ADOPTED by the Governing Body of the Unified Government of Wyandotte County/Kansas City, Kansas on the 2 day of December 2021.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By: _____
David Alvey, Mayor/ Chief Executive

(SEAL)

ATTEST:

_____
Unified Government Clerk

STANDING COMMITTEES AGENDA ITEM NO. 1

Staff Request for Commission Action

Tracking No. 211190

Full Commission Meeting Date: 12/2/2021
Committee: Economic Development & Finance

Date of Standing Committee Action: 11/29/21
(If none, please explain):

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
11/29/2021	Jeff Fisher	x5415	jfisher@wycokck.org	Public Works

Item Description:
RESOLUTION: Authorizing filing of an application with the Kansas Department of Health and Environment for a Loan under the Kansas Water Pollution Control Revolving Fund Act. Public Works will present information on the State Revolving Loan Fund and the projects to be funded in relation to the WIFIA Program. A public hearing to be held at a future date is required prior to approval of the loan.

This item is requested to be fast tracked to the Full Commission meeting on December 2, 2021.

Action Requested:
Adopt resolution

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

Attachments List:
KDHE revolving loan resolution authorizing application

Commission Agenda Item Report

Title:	Sanitary Sewer Enterprise – State Revolving Fund (SRF) Loan
Proposed Agenda Date:	Public Works and Safety Standing Committee
Presented by:	Sarah Shafer, Senior Engineer Public Works Debbie Jonscher, Deputy Chief Financial Officer

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BACKGROUND:

- Public Works Department is authorized by Resolution R-92-21 to apply for a State Revolving Funds (SRF) loan on behalf of the Unified Government.
- The Unified Government was awarded an SRF loan for up to $67,525,476 for the projects known as CSO-16, CSO-19, and CSO-55.
- The projects awarded SRF are mandatory for consent decree compliance.
- SRF loans are at a gross 2.87% interest rate per annum.
- The Public Works Department has demonstrated financial affordability of the awarded opportunity.
- The Commission has approved rates to financially support the awarded opportunity.
- The Unified Government has met the KDHE's requirements of underwriting and review of the application and financial capacity of the UG to receive SRF for clean water projects.
- R-92-21 requires the Commission to approve the execution of the Loan Agreement.

BUDGET IMPACTS / FINANCIAL CONSIDERATIONS:

- None.

POLICY CONSIDERATIONS:

- None.

PROCUREMENT CONSIDERATIONS:

- None.

LEGAL CONSIDERATIONS:

- None.

RECOMMENDED ACTION:

- Standing Committee to recommend the execution of the $67,525,476 Loan Agreement for State Revolving Loans for consent decree projects known as CSO-16, CSO-19, CSO-55.

COUNTY ADMINISTRATION COMMENTS:

-

MAYOR AGENDA DIRECTION:

-

Tracking ID: 21968

Report to
Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
	Shelley Kneuvean, Chief Financial Officer skneuvean@wycokck.org x5849	Finance

AGENDA ITEM #13.5.

RESOLUTION: THE ISSUANCE OF UTILITY SYSTEM REVENUE BONDS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, FOR THE PURPOSE OF PROVIDING FUNDS TO FINANCE IMPROVEMENTS TO THE UTILITY SYSTEM

BACKGROUND

A resolution authorizing the issuance of Revenue Bonds in the amount of $75 million for various utility improvements on behalf of the Board of Public Utilities.

1. **Electric Transmission and Substation improvements.** Substation Improvements and Equipment including Breakers and Electric Transmission Retrofits;
2. **Electric Production improvements.** Generator step-up transformers (GSU) Transformer Improvements; Induced Draft (ID) Fan Improvements, and Specialized Work Equipment.
3. **Water Transmission, Distribution and Treatment projects.** Water Mains, Water Treatment and Pump Station Improvements, Water Transmission, and Distribution Line Rehab & Improvements.

RECOMMENDATION

Approve

Recommend approval of the Resolution.

BUDGET IMPACTS / FINANCIAL CONSIDERATIONS

The bonds will be repaid with water and electric utility rates.

LEGAL/ POLICY CONSIDERATIONS

Items prepared by outside legal bond counsel, Gilmore & Bell.

ATTACHMENTS

UG Authorizing Resolution & Notice - 2026 (UG BPU)

Approved by Mayor/Administrator to add to agenda.

RESOLUTION NO. R-___-26

A RESOLUTION AUTHORIZING THE ISSUANCE OF UTILITY SYSTEM REVENUE BONDS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, FOR THE PURPOSE OF PROVIDING FUNDS TO FINANCE IMPROVEMENTS TO THE UTILITY SYSTEM.

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

WHEREAS, the Unified Government now owns and operates a municipal water works plant and a municipal electric-light plant (herein collectively called the "Utility System"), which is managed, operated, maintained and controlled on a day-to-day basis by an administrative agency of the Unified Government known as the Board of Public Utilities (the "BPU"); and

WHEREAS, for the purpose of meeting water, electric power and energy needs of the Unified Government, the Unified Government has periodically issued revenue bonds when requested by the BPU for the acquisition, construction, reconstruction, alteration, repair, improvement, extension and enlargement of the Utility System; and

WHEREAS, the Unified Government has received from the BPU a resolution determining to proceed with the following improvements of the Utility System:

1. **Electric Transmission and Substation improvements.** Substation Improvements and Equipment including Breakers and Electric Transmission Retrofits;
2. **Electric Production improvements.** Generator step-up transformers (GSU) Transformer Improvements; Induced Draft (ID) Fan Improvements, and Specialized Work Equipment.
3. **Water Transmission, Distribution and Treatment projects.** Water Mains, Water Treatment and Pump Station Improvements, Water Transmission, and Distribution Line Rehab & Improvements; and

and all other necessary and related improvements to the Utility System (collectively, the "Improvements") and requesting the Unified Government to issue and sell one or more series of long-term utility system revenue bonds to provide financing for the Improvements; and

WHEREAS, pursuant to the provisions of Charter Ordinance No. CO-5-01, as amended by Charter Ordinance No. CO-3-02, Article 12, Section 5 of the Kansas Constitution and K.S.A. 10-1201 *et seq.* (collectively, the "Act"), the governing body of the Unified Government has determined that it is advisable to publish in the official newspaper of the Unified Government a notice of the Improvements to the Utility System at an estimated cost of $75,000,000 and that utility system revenue bonds of the Unified Government will be issued in an estimated amount of $75,000,000 plus the cost of any required reserves, costs of issuance and related expenses.

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

Section 1. Approval of the Improvements. The governing body of the Unified Government hereby approves the Improvements at a total estimated cost of $75,000,000.

Section 2. Issuance of Bonds. The Unified Government hereby authorizes the issuance of its utility system revenue bonds in the aggregate amount not to exceed $75,000,000 plus the cost of any required reserves, costs of issuance and related expenses (the "Bonds") to provide funding for the Improvements. The Bonds shall be issued under the provisions of the Act and shall be payable solely from the net revenues derived by the Unified Government from the operation of its Utility System.

Section 3. Necessary Action. The governing body of the Unified Government hereby directs that notice of the Improvements and the issuance of the Bonds be given as provided by the Act, in substantially the form attached hereto as **Exhibit A**, and that all such action be taken as may be necessary in order to effect the issuance, sale and delivery of the Bonds in accordance with the provisions of the Act.

Section 4. Further Authority. The Mayor/Chief Executive Officer, BPU General Manager, Unified Government Clerk, acting County Administrator, Unified Government Chief Financial Officer, Unified Government Chief Counsel, Unified Government's financial advisor and bond counsel and other appropriate officers and agents of the Unified Government and the BPU are hereby authorized and directed to take such action, expend such funds and execute such documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution and to provide for the sale of the Bonds, such sale to occur on such date as the BPU General Manager and Unified Government Chief Financial Officer determine upon receipt of advice and a recommendation from the Unified Government's financial advisor.

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

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ADOPTED by the governing body of the Unified Government of Wyandotte County/Kansas City, Kansas, this November 5, 2026.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By: _____
Christal Watson,
Mayor/Chief Executive Officer

(SEAL)

ATTEST:

_____
Monica Sparks,
Unified Government Clerk

Approved as to Form:

_____
Unified Government Legal Department

Exhibit A

(Published in *The Wyandotte County Echo* on November 12, 2026)

NOTICE

Notice is hereby given that pursuant to a resolution of the Unified Government of Wyandotte County/Kansas City, Kansas (the "Unified Government"), adopted November 5, 2026, the governing body of the Unified Government has approved making the following improvements to the Unified Government's electric and water utility system (the "System"):

1. **Electric Transmission and Substation improvements.** Substation Improvements and Equipment including Breakers and Electric Transmission Retrofits;
2. **Electric Production improvements.** Generator step-up transformers (GSU) Transformer Improvements; Induced Draft (ID) Fan Improvements, and Specialized Work Equipment.
3. **Water Transmission, Distribution and Treatment projects.** Water Mains, Water Treatment and Pump Station Improvements, Water Transmission, and Distribution Line Rehab & Improvements; and

and all other necessary and related improvements to the System (the "Improvements") at a total estimated cost of not to exceed $75,000,000 and issuing utility system revenue bonds under the authority of Charter Ordinance No. CO-5-01, as amended by Charter Ordinance No. CO-3-02, of the Unified Government, Article 12, Section 5 of the Kansas Constitution and K.S.A. 10-1201 *et seq.* (the "Act"), in an aggregate amount not exceeding $75,000,000 plus the cost of any required reserves, costs of issuance and related expenses to pay the costs of the Improvements.

Notice is further given that it is the intention of the governing body of the Unified Government to issue its utility system revenue bonds (the "Bonds") pursuant to the Act in an aggregate amount not exceeding $75,000,000 plus the cost of any required reserves, costs of issuance and related expenses to pay the costs of the Improvements. The Bonds will be payable solely from the net revenues derived by the Unified Government from the operation of its utility system.

If within fifteen (15) days after the date of publication of this notice, written protest against the Improvements and/or issuance of the Bonds for the payment of the Improvements is filed with the Unified Government Clerk and signed by not less than twenty percent (20%) of the qualified electors of the City of Kansas City, Kansas, the governing body shall submit the question of the proposed Improvements and the proposed issuance of the Bonds for the payment of the Improvements to the electors of the City of Kansas City, Kansas, at an election for such purpose as provided by law. If sufficient protest is not filed, then the governing body of the Unified Government will proceed in accordance with the intentions hereinbefore declared and make the Improvements and issue the Bonds in an aggregate amount not in excess of $75,000,000 plus the cost of any required reserves, costs of issuance and related expenses to pay the costs of the Improvements.

DATED: November 5, 2026.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By: ___/s/ Monica Sparks_____
Unified Government Clerk

Tracking ID: 211059

Report to
Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
	Shelley Kneuvean, Chief Financial Officer skneuvean@wycokck.org x5849	Finance

AGENDA ITEM #13.6.

ORDINANCE: THE ISSUANCE OF UTILITY SYSTEM REVENUE BONDS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, FOR THE PURPOSE OF PROVIDING FUNDS TO FINANCE IMPROVEMENTS TO THE UTILITY SYSTEM AND REFUNDING CERTAIN BOND ISSUES IN THE AMOUNT OF $451,065,000

BACKGROUND

Approval of an ordinance authorizing the issuance of utility system improvement revenue bonds, series 2026-, of the Unified Government of Wyandotte County/Kansas City, Kansas, for the purpose of financing the cost of certain improvements ($65,100,000), refunding certain outstanding utility system revenue bonds in order to achieve interest cost savings (total of $451,065,000), and paying the cost of issuing said bonds; authorizing the execution and approval of certain documents in connection with the issuance of said bonds, and authorizing certain other actions in connection with the issuance of said bonds.

RECOMMENDATION

Approve

Recommend approval of the Ordinance.

BUDGET IMPACTS / FINANCIAL CONSIDERATIONS

LEGAL/ POLICY CONSIDERATIONS

Items prepared by outside legal bond counsel, Gilmore & Bell.

ATTACHMENTS

Ordinance - BPU 2026-A (UG)

Approved by Mayor/Administrator to add to agenda.

(Published in *The Wyandotte Echo* on November __, 2026)

ORDINANCE NO. O-____-26

AN ORDINANCE AUTHORIZING THE ISSUANCE OF UTILITY SYSTEM IMPROVEMENT REVENUE BONDS, SERIES 2026-A, OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, FOR THE PURPOSE OF FINANCING THE COST OF CERTAIN IMPROVEMENTS, REFUNDING CERTAIN OUTSTANDING UTILITY SYSTEM REVENUE BONDS IN ORDER TO ACHIEVE INTEREST COST SAVINGS, AND PAYING THE COST OF ISSUING SAID BONDS; AUTHORIZING THE EXECUTION AND APPROVAL OF CERTAIN DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF SAID BONDS, AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF SAID BONDS.

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the "Unified Government"), now owns and operates a municipal waterworks plant and a municipal electric-light plant (herein collectively called the "Utility System"), which Utility System is managed, operated, maintained and controlled on a day-to-day basis by an administrative agency of the Unified Government known as the Board of Public Utilities (the "BPU") consisting of six (6) elected members; and

WHEREAS, the Unified Government is the successor to the City of Kansas City, Kansas (the "City"), as a result of the consolidation of the City and Wyandotte County, Kansas, effective October 1, 1997, and is acting as a city of the first class herein; and

WHEREAS, the Unified Government executed and delivered that certain Second Amended and Restated Indenture dated as of June 1, 2014, by and between the Unified Government and the Trustee (the "Second Amended and Restated Indenture"), pursuant to which the Unified Government has issued various series of utility system revenue bonds; and

WHEREAS, Article II of the Second Amended and Restated Indenture authorizes the issuance of Additional Bonds (as defined in the Second Amended and Restated Indenture) upon certain requirements set forth therein having been met; and

WHEREAS, pursuant to the provisions of Charter Ordinance No. CO-5-01 as amended by Charter Ordinance No. CO-3-02 of the Unified Government (the "Charter Ordinances"), Article 12, Section 5 of the Kansas Constitution and K.S.A. 10-1201 *et seq.* and pursuant to certain ordinances and resolutions adopted by the governing body of the Unified Government (including particularly Resolution No. R-____-26), the Unified Government has approved certain improvements to the Utility System (the "Improvements") including:

1. **Electric Transmission and Substation improvements.** Substation Improvements and Equipment including Breakers and Electric Transmission Retrofits;
2. **Electric Production improvements.** Generator step-up transformers (GSU) Transformer Improvements; Induced Draft (ID) Fan Improvements, and Specialized Work Equipment.
3. **Water Transmission, Distribution and Treatment projects.** Water Mains, Water Treatment and Pump Station Improvements, Water Transmission, and Distribution Line Rehab & Improvements; and

WHEREAS, in accordance with the Second Amended and Restated Indenture, the Unified Government has previously issued Additional Bonds, of which the following series (the "Outstanding Bonds") remain outstanding:

Name of Bonds	Series	Amount Outstanding
Utility System Improvement and Refunding Revenue Bonds	2014-A	$94,715,000
Utility System Improvement Revenue Bonds	2016-A	99,775,000
Utility System Refunding Revenue Bonds	2016-B	27,410,000
Utility System Improvement Revenue Bonds	2016-C	51,980,000
Utility System Refunding and Improvement Revenue Bonds	2020-A	10,880,000
Taxable Utility System Refunding Revenue Bonds	2020-B	166,305,000

WHEREAS, due to the current interest rate environment, the Unified Government has the opportunity to issue its utility system refunding revenue bonds in order to achieve an interest cost savings on all or a portion of the Outstanding Bonds; and

WHEREAS, in order to provide funds to (a) fund the Improvements, (b) refund all or a portion of the Outstanding Bonds, and (c) pay the costs of issuance of the bonds to be issued for such purposes, the Unified Government desires to issue a series of Additional Bonds to be designated "Utility System [Refunding and] Improvement Revenue Bonds, Series 2026-A" (the "Series 2026-A Bonds") of the Unified Government of Wyandotte County/Kansas City, Kansas; and

WHEREAS, the Series 2026-A Bonds shall be issued pursuant to the terms and provisions of the Twenty-Second Supplemental Indenture of Trust dated as of December 1, 2026 (the "Twenty-Second Supplemental Indenture") (the Second Amended and Restated Indenture, the supplemental indentures authorizing the Outstanding Bonds, and the Twenty-Second Supplemental Indenture are collectively referred to as the "Indenture"); and

WHEREAS, the Series 2026-A Bonds will be secured on a parity with the Outstanding Bonds and any Additional Bonds under the terms of the Indenture; and

WHEREAS, Stifel, Nicolaus & Company, Incorporated (the "Underwriter"), has agreed to purchase the Series 2026-A Bonds pursuant to the terms of a Bond Purchase Agreement (as defined herein) between the Underwriter and the Unified Government, and the Unified Government wishes to proceed with the sale of the Series 2026-A Bonds to the Underwriter.

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

Section 1. The Series 2026-A Bonds. The Unified Government hereby finds and determines that it is necessary and essential to issue the Series 2026-A Bonds to provide funds to pay the costs of the Improvements, refund all or a portion of the Outstanding Bonds (if deemed necessary in accordance with the terms of **Section 2** hereof), and to pay the costs of issuance of the Series 2026-A Bonds.

Section 2. Authorization of the Bonds. Pursuant to and in accordance with the Act (and K.S.A. 10-101 *et seq.*, specifically including K.S.A. 10-116a, to the extent a portion of the Series 2026-A

Bonds will provide funds to refund Outstanding Bonds), the Unified Government is hereby authorized to issue and sell the Series 2026-A Bonds.

The Series 2026-A Bonds shall be Additional Bonds under the Indenture and shall be issued and secured pursuant to the Second Amended and Restated Indenture and the Twenty-Second Supplemental Indenture and shall be in such aggregate principal amount, bear such dates, shall mature at such times, shall be in such denominations, shall bear interest at such rates, shall be subject to redemption, shall be in such forms, shall have such other terms and provisions, and shall be issued, executed and delivered in such manner subject to such provisions, covenants and agreements, as are set forth in the Twenty-Second Supplemental Indenture.

The sale of the Series 2026-A Bonds to the Underwriter is hereby authorized and approved and the Mayor/CEO of the Unified Government is hereby authorized to enter into a bond purchase agreement between the Unified Government and the Underwriter (the "Bond Purchase Agreement") with regard to the Series 2026-A Bonds, subject to the following conditions:

1. The principal amount *of the portion of the Series 2026-A Bonds issued to finance the Improvements* shall not exceed $65,100,000.

2. The deposit to the Series 2026-A Project Account within the Construction Fund to pay the costs of the Improvements shall not exceed $64,650,000.

3. The net present value savings associated with refunding any Outstanding Bonds, if any, will not be less than three percent (3.00%) of the principal of such refunded Outstanding Bonds.

4. The true interest cost for the Series 2026-A Bonds shall not exceed 5.75%.

5. The final maturity date for the Series 2026-A Bonds shall be no later than September 1, 2046.

6. The underwriter's discount shall not exceed 0.30% of the principal amount of the Series 2026-A Bonds.

7. The first call date for the Series 2026-A Bonds shall be no later than September 1, 2036, at a price equal to 100% of the principal amount of the Series 2026-A Bonds to be outstanding after such first call date.

The determinations of whether (a) the foregoing conditions are satisfied and (b) all or a portion of the Outstanding Bonds (if any) will be refunded shall be made by the Mayor/CEO upon the advice and recommendation of the Unified Government's Chief Financial Officer, financial advisor, and bond counsel. The confirmation of the foregoing determinations shall be conclusively evidenced by the execution of the Bond Purchase Agreement by the Mayor/CEO.

Section 3. Limited Obligations. The Series 2026-A Bonds shall be limited obligations of the Unified Government payable solely out of the Net Revenues (as defined in the Indenture) derived by the Unified Government from the operation of the Utility System and such Net Revenues shall be pledged and assigned to the Trustee as security for the payment of the Series 2026-A Bonds as provided in the Indenture. The Series 2026-A Bonds shall not constitute a debt of the State of Kansas or any political

subdivision thereof, and neither said State nor any political subdivision shall be liable thereon, and the Series 2026-A Bonds shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

Section 4. Parity Obligations. The Series 2026-A Bonds shall be secured on a parity with the Unified Government's Outstanding Bonds and any Additional Bonds.

Section 5. Authorization of Documents. The Unified Government is hereby authorized to enter into the following documents (the "Issuer Documents"), in substantially the form presented to and reviewed by the Unified Government at this meeting (final copies of such documents shall be filed in the records of the Unified Government), with such changes therein as shall be approved by the officers of the Unified Government executing such documents, such officers' signatures thereon being conclusive evidence of their approval thereof:

(a) Twenty-Second Supplemental Indenture.

(b) Tax Compliance Agreement between the Unified Government, the BPU, and the Trustee.

(c) Continuing Disclosure Agreement between the Unified Government, the BPU, and the Trustee.

(d) Bond Purchase Agreement.

(e) Escrow Trust Agreement and/or Escrow Instruction Letter providing for repayment of the Outstanding Bonds.

Section 6. Approval of Preliminary Official Statement and Official Statement. The Preliminary Official Statement describing the Series 2026-A Bonds (draft copies of which have been made available to the governing body of the Unified Government), with such changes and additions thereto as are approved by the Unified Government's Chief Financial Officer, is hereby authorized and approved, and the final Official Statement is hereby authorized and approved 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 the Chief Financial Officer of the Unified Government and the General Manager of the BPU are hereby authorized to execute the final Official Statement and any amendment or supplement thereto, and the use and public distribution of the Preliminary Official Statement and the final Official Statement by the Underwriter in connection with the reoffering of the Series 2026-A Bonds is hereby authorized. The proper officials of the Unified Government are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of issuance and delivery of the Series 2026-A Bonds.

For the purpose of enabling the Underwriter to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the Unified Government hereby authorizes the Chief Financial Officer of the Unified Government and the General Manager of the BPU to deem the information regarding the Unified Government 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 Unified Government and the BPU are hereby authorized, if requested, to provide the Underwriter 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 Underwriter to comply with the requirement of such Rule.

Section 7. Execution of Series 2026-A Bonds and Documents. The Mayor/CEO and the Unified Government Clerk of the Unified Government are hereby authorized and directed to execute, attest and countersign the Series 2026-A Bonds and to deliver the Series 2026-A Bonds to the Trustee for authentication and registration for and on behalf of and as the act and deed of the Unified Government in the manner provided in the Twenty-Second Supplemental Indenture. The Mayor/CEO, the acting County Administrator, the Chief Financial Officer, and/or the Unified Government Clerk of the Unified Government are hereby authorized and directed to execute, attest, and/or countersign and deliver the Issuer Documents for and on behalf of and as the act and deed of the Unified Government, and such other documents, and such certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, and to effect the sale, issuance and delivery of the Series 2026-A Bonds.

Section 8. Issuance of Additional Bonds. The Unified Government will not issue any (i) Additional Bonds or other obligations payable out of the Revenues (as defined in the Indenture) of the Utility System, or any part thereof, which are superior to the Outstanding Bonds, the Series 2026-A Bonds, or any Additional Bonds issued pursuant to the provisions of the Indenture and any Supplemental Indenture, nor (ii) Additional Bonds or other obligations which are on a parity with the Outstanding Bonds, the Series 2026-A Bonds or any Additional Bonds issued pursuant to the provisions of the Indenture and any Supplemental Indenture unless in either instance the issuance of such Additional Bonds is permitted by the Indenture and by the Unified Government ordinances or resolutions authorizing any other utility revenue bonds of the Unified Government then outstanding.

Section 9. Issuance of Series 2026-A Bonds Conditioned on Notice and Expiration of Protest Period. The Unified Government shall not issue the Series 2026-A Bonds until notice has been provided as required by Resolution No. R-__-26 and the provisions of the Charter Ordinances, Article 12, Section 5 of the Kansas Constitution and K.S.A. 10-1201 *et seq.* (collectively, the "Act") and the written protest period pursuant to the Act has expired without a sufficient protest having been filed.

Section 10. Further Authority. The Unified Government shall, and any of its officers, agents and employees are hereby authorized and directed to, take such further action, and execute such other agreements, documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, and to carry out, comply with and perform the duties of the Unified Government with respect to the Series 2026-A Bonds and the Indenture.

Section 11. Effective Date. This Ordinance will take effect and be in full force from and after its passage and publication in the official newspaper of the Unified Government.

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THIS ORDINANCE IS HEREBY PASSED by the governing body of the Unified Government of Wyandotte County/Kansas City, Kansas, this November 5, 2026.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By: _____
Christal Watson
Mayor/CEO

(SEAL)

ATTEST:

_____
Monica Sparks
Unified Government Clerk

Approved as to Form:

_____
Unified Government Legal Department

Tracking ID: 211028

Report to
Board of Commissioners

MEETING DATE	PRESENTER	DEPARTMENT
	Shelley Kneuvean, Chief Financial Officer skneuvean@wycokck.org x5849	Finance

AGENDA ITEM #13.7.

PRESENTATION: LEGISLATIVE POST AUDIT FINDINGS

BACKGROUND

Presentation of the Legislative Post Audit Findings dated October 2026.

RECOMMENDATION

For information only

BUDGET IMPACTS / FINANCIAL CONSIDERATIONS

None

LEGAL/ POLICY CONSIDERATIONS

ATTACHMENTS

Kansas Post Audit Letter 9-16-26, B01.01a-Final-Report-pdfA, Kansas Legislative Division of Post Audit Summary Revised 10-30-26

Approved by Mayor/Administrator to add to agenda.

County Administrator's Office

Alan Howze, Interim County Administrator

701 North Seventh Street, Ste. 945
Kansas City, Kansas 66101
(913) 573-5030 • FAX (913) 573-5540

September 16, 2026

Ms. Ellen Slikker
Kansas Legislative Division of Post Audit

Dear Ms. Slikker,

Thank you for the opportunity to work with the Office of Post Audit to review the use of county funds in Wyandotte County, Kansas.

We appreciate the opportunity to provide information and clarify how the county funds are utilized. As the audit shows, funds are managed per state statute with county revenues funding county services. This includes departments such as the Sheriff, Jail, District Court, District Attorney, Appraiser, Recorder of Deeds, and Health Department. These services are provided to all residents and businesses of Wyandotte County. The audit also shows that services that are shared among city and county, such as Human Resources and Technology, have their costs allocated in line with UG Policy of 70% city funded and 30% county funded.

We also appreciate the recommendations made regarding operational improvements, including a central depository of signed legal agreements as well as ensuring the budget document posted online is accurate. Both of these areas were identified areas to improve upon by the Unified Government as well prior to the audit and improvements are underway.

Finally, we appreciate the audit noting that the method the state highway funds are being distributed is not consistent with state statute. Because Wyandotte County has only a small geographic area of unincorporated land with only a portion of several small roadways, the statute does not contemplate situations such as this. The statute does state that 10% of these funds should be deposited into a separate county highway fund, however, that would disproportionately fund any infrastructure needs of this area, which has a very small population and limited number of lane miles. Instead, the UG has been allocating these funds in a commonsense way, based on the percentage of population within each incorporated area as well as the unincorporated area. The result of this is that the cities of Edwardsville, Bonner Springs, and Kansas City Kansas have been receiving slightly more funding than they would have otherwise if the statute were applied as written.

To correct this situation, the UG will deposit 10% of the funds into a fund for county unincorporated roads until such time as the statute can be amended to more equitably distribute these funds.

Another finding of the audit was the need for a central repository for contractual documents. We agree

with the finding and remedying it has been on our technology roadmap as we fully implement our Workday Enterprise Resources Planning (ERP) software system.

We value the relationship with the cities of Bonner Springs, Edwardsville and Lake Quivira and intend to share the findings of the audit with them.

Again, thank you for the work on this audit and the information it provided.

Sincerely,



Alan Howze
Interim County Administrator

KANSAS LEGISLATIVE
DIVISION *of*
POST AUDIT

A Performance Audit Report Presented to the Legislative Post Audit Committee

Reviewing the Use of County Money by the Unified Government of Wyandotte County and Kansas City, Kansas

October 2026

Report Number: R-26-013

Introduction

Representative Carolyn Caiharr requested this audit, which was authorized by the Legislative Post Audit Committee at its April 8, 2026 meeting.

Objectives, Scope, & Methodology

Our audit objective was to answer the following question:

1. Did the Unified Government allocate and spend county-dedicated monies in line with relevant requirements?

To answer the question, we reviewed state laws and the Unified Government of Wyandotte County and Kansas City, Kansas (UG) charter and interlocal agreements, and talked with officials from the UG, Bonner Springs, and Edwardsville to identify requirements for allocating county revenues, spending county funds, and providing county services. For a selection of calendar year 2024 revenue streams and county-dedicated funds, we reviewed the UG's accounting records to evaluate whether the UG allocated revenues and spent monies in line with requirements. We chose calendar year 2024 because expenditures for that year had been reviewed by external financial auditors. The 2025 financial audit was not yet complete when this audit began. As part of this work, we also reviewed certain invoices and records showing payments from the UG to the cities in Wyandotte County to verify those expenditures. There were no specific statutory requirements regarding use of county funds, so we asked UG officials for explanations about specific stakeholder concerns.

We judgmentally selected the revenue streams and funds we evaluated based on areas of stakeholder concern or larger amounts involved. We reviewed 3 of 32 state-administered revenue streams and 3 of 14 county funds. Therefore, our results are not projectable to all revenues and funds because the ones we selected aren't representative of the population. Our scope of work did not include evaluating areas for which there were no requirements, such as how machinery and equipment purchases or usage costs are allocated between the city and county.

More specific details about the scope of our work and the methods we used are included throughout the report as appropriate.

Important Disclosures

We conducted this performance audit in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

Our audit reports and podcasts are available on our website www.kslpa.gov.

The Unified Government spent monies from the 3 county funds we reviewed according to requirements, but did not correctly allocate 1 state-administered revenue stream.

Unified Government Background

The two governments of Wyandotte County and Kansas City, Kansas merged in 1997 with state authorization and voter approval.

- Wyandotte County is comprised of 4 cities with Kansas City, Kansas (KCK) being the largest. As **Figure 1** shows, KCK accounted for 93% of Wyandotte County's population and 82% of the county's land area in 2025.

Figure 1. Kansas City, Kansas accounted for most of Wyandotte County's population and land area in 2025.

Jurisdiction	Population	% of County population	Area (sq. miles)	% of County area
Wyandotte County total	*170,597*	*100%*	*156.1*	*100%*
Kansas City, KS	157,805	93%	128.3	82%
Bonner Springs	7,952	5%	15.3	10%
Edwardsville	4,748	3%	9.3	6%
Lake Quivira (a)	53	0%	0.4	0%
Unincorporated area	39	0%	2.8	2%

(a) Lake Quivira is a residential community in both Wyandotte and Johnson counties.
Source: 2025 Kansas Division of Budget population data and 2025 Unified Government budget document (unaudited)

- In the 1990s, KCK struggled with high property taxes, a declining population, and concerns about government accountability, whereas the county government was considered better managed.

- In 1996, the Legislature authorized the Governor to appoint a commission to research and develop a recommendation on full or partial consolidation to help address the concerns in KCK. The bill predetermined that Bonner Springs and Edwardsville would remain independent cities. The commission recommended the governments of Wyandotte County and KCK fully consolidate into one Unified Government (UG).

- On April 1, 1997, a countywide ballot measure on consolidation passed. As a result, KCK no longer has an independent city government, but Bonner

Springs and Edwardsville each do. Their residents vote for 2 representatives to the UG's 10-member Board of Commissioners and the Mayor/CEO.

- Lake Quivira is also partially in Wyandotte County, but we did not include it in the scope of our audit work because of its very small size. Lake Quivira is a small independent city primarily in Johnson County, but the northern end of the community is in Wyandotte County. About 50 Lake Quivira residents live in Wyandotte County.

The UG maintains a combined budget that details both city and county operations.

- Each year, the UG adopts a budget estimating revenues and proposing expenditures for city and county services for the following calendar year. As part of the budgeting process, it sets various mill levy rates for both KCK and Wyandotte County.

- The UG receives revenues from many sources, including property taxes and local sales taxes. Other revenues include federal and state grants, fines and fees, and charges for services.

- The UG accounts for city and county revenues and expenditures separately. Revenues are deposited into specific city or county funds and used to support departments providing services for Wyandotte County and KCK residents.

- The audit concern was about county-dedicated monies so the rest of this report focuses on that part of the UG's budget.

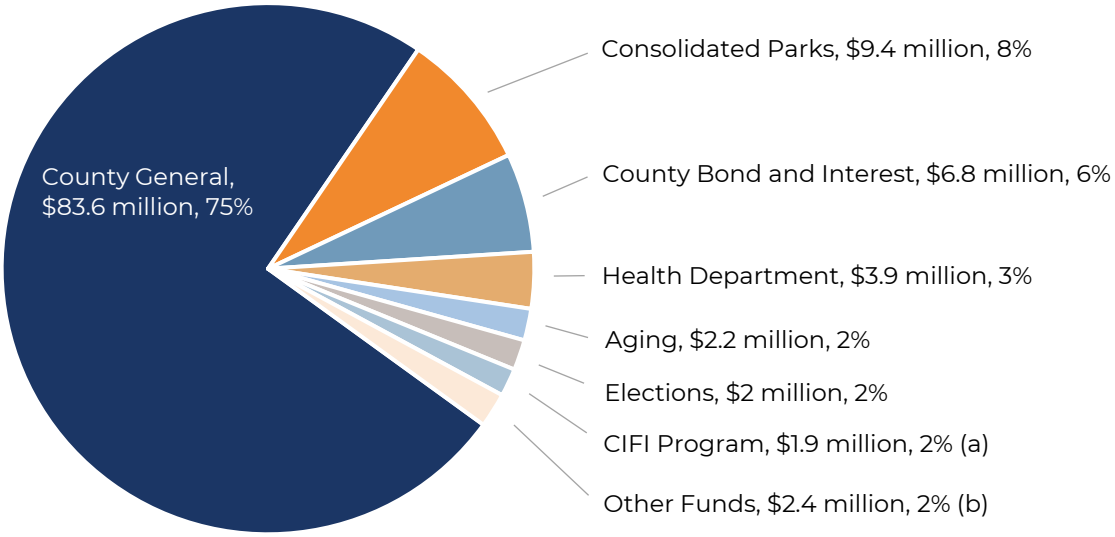
County operations make up roughly one-fourth of the total UG budget.

- In calendar year 2024, 24% of the UG's total revenues ($465 million) went into county funds and 26% of the UG's total expenditures ($132.5 million) were for county services.

- The UG deposits revenues for the county into various funds. In calendar year 2024, the UG maintained 14 major county funds.

- Most (75%) revenues for county use went into the County General Fund, which has the fewest restrictions. Revenues deposited into other county funds, such as the Elections or Mental Health funds, must be used for specific purposes. **Figure 2** shows the amounts and proportion of revenues that went into each county fund in 2024.

Figure 2. Most (75%) county-dedicated revenues went into the County General Fund in CY 2024.



(a) The CIFI Program Fund is for the County Initiative for Funding Infrastructure
(b) Other funds include Mental Health, Development Disability, Court Trustee, Register of Deeds Tech Fund, County Jail Commissary Fund, Clerk's Tech Fund, and Treasurer's Tech Fund
Source: Unified Government 2024 Budget document (unaudited)

The UG is required to provide countywide services to all of Wyandotte County and city services to KCK but some stakeholders have concerns this isn't happening.

- According to state law (K.S.A. 12-345), the UG must provide county services to the full county and city services to only KCK. Election administration and emergency management planning are examples of county services, whereas police protection and ensuring public sanitation are examples of city services.

- This audit originated from concerns that the UG did not spend county-dedicated funds proportionally countywide. Some of the legislative concerns that prompted this audit were related to revenues going into county funds, expenditures from county funds, and provision of county services. We also talked to officials from Edwardsville and Bonner Springs who shared similar concerns.

    - Stakeholders questioned whether revenues the UG receives for both city and county purposes were properly allocated between city and county funds.

- Another concern was that county fund monies were being spent for city purposes.

- Finally, they questioned whether Edwardsville and Bonner Springs were treated differently than KCK for certain services.

- We reviewed the requirements relevant to these 3 areas and conducted limited audit work to identify potential issues.

Allocation of Revenues to County Funds

To determine if the UG allocated revenues correctly, we focused on revenue the state administers and sends to the UG.

- In addition to the revenue the UG receives directly from residents' property taxes, fees, and fines, the state administers many federal and state revenues and grant monies, such as local sales tax, liquor taxes, and Federal Emergency Management Agency (FEMA) reimbursements. For those revenues, the state Treasurer sends the UG consolidated payments (covering city and county portions) because it is a consolidated government. The UG received 32 types of state-administered revenues in calendar year 2024. Then, the UG must divide many of these consolidated state-administered revenues between the county and KCK based on specific disbursement requirements.

- We chose to focus on the UG's allocation of these state-administered funds because they are distributed to local governments under specific statutory formulas and requirements, which fall within the legislature's oversight.

We selected 3 state-administered revenue streams and reviewed associated accounting records to determine if the UG disbursed the monies as required in calendar year 2024.

- We judgmentally selected 3 state revenue streams from calendar year 2024 that required allocations between the city and county, focusing on larger revenue streams or ones we heard concerns about from stakeholders. The 3 revenue streams we selected made up about 61% of the $87 million in state-administered revenues the UG received in 2024. Our results can't be statistically projected to all the revenue streams. We reviewed state statute and interlocal agreements to understand specific disbursement requirements for the selected revenues.

    - Special City and County Highway revenues come from motor fuel taxes. In 2024, the state distributed $7.3 million in motor fuel taxes to the UG for KCK and Wyandotte County. The state calculates Special Highway revenue distributions to cities and counties using different formulas. KCK, Bonner Springs, and Edwardsville all receive Special Highway revenue based on each city's proportion of the state's total population. Wyandotte County's share is based on vehicle registrations, vehicle miles traveled, and road

mileage. A specific statutory provision for Wyandotte County requires the UG to allocate 10% of the county portion to a county road and bridge fund. It requires the county to spend at least 25% of that fund on maintenance of and improvements for mail and school bus routes on county roads. The law also requires the UG to distribute the remaining 90% of the county portion to the cities based on population.

- Retailers collect Local Sales Tax and submit it to the state. In 2024, the state distributed $75 million in local sales taxes back to the UG. The UG must then allocate sales tax revenue between the city and the county according to a distribution statement from the state Treasurer, based on where the sale occurred.

- The UG receives 3% of gaming revenues from the Hollywood Casino as Expanded Lottery Revenue. In 2024, the state distributed nearly $5 million in gaming revenues to the UG. State law requires this revenue to be divided equally between the county and the city where the casino is located. An interlocal agreement further requires KCK to share its city half with Bonner Springs and Edwardsville. KCK keeps 50% and Bonner Springs and Edwardsville split the rest based on their populations when the agreement was signed in 2007. This means Bonner Springs receives 31% and Edwardsville receives 19% of the city portion.

- We reviewed extracts of relevant accounting records from the UG's information system for each revenue stream for calendar year 2024. Revenue and expenditure data enters the accounting system through automated processes or manual entries, each generating a journal line with information such as the date, amount, and fund. We then compared the accounting records for each revenue stream to the requirements we identified. We performed basic data reliability checks on the accounting records, but we did not audit the accounting system.

The UG allocated less Special Highway revenue to the county and more to each city than required.

- The UG must first split the Special Highway revenue between the city and county according to the Treasurer's distribution schedule. It should then further split the county portion, allocating 90% to the cities in the county based on population and placing 10% into a county road and bridge fund.

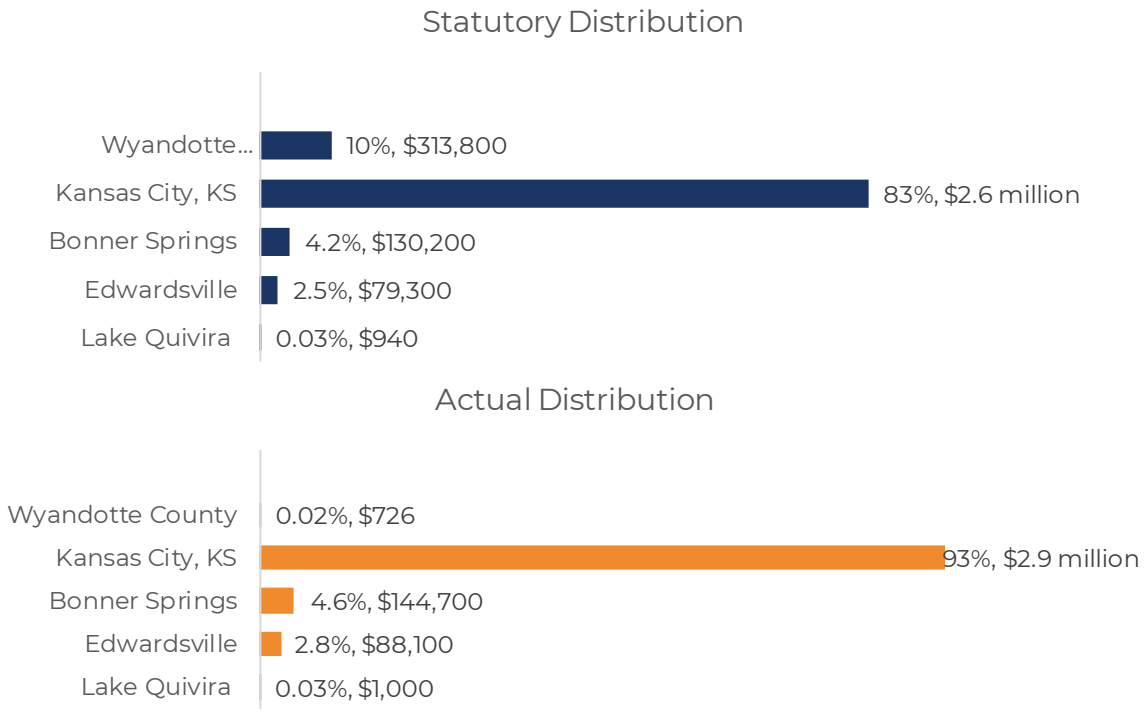
- Our review of the UG's accounting records showed that the UG correctly allocated $4.2 million in Special Highway revenues to KCK and $3.1 million to the county in 2024.

- However, the UG did not properly split the county portion and placed it in the wrong fund. The UG allocated the $3.1 million to the cities and the unincorporated parts of the county by population. This resulted in Wyandotte County only receiving 0.02% of the Special Highway revenue instead of 10% (or about $313,100 less than required). Further, the UG placed the revenues in the

County General Fund instead of a county road and bridge fund as required by law.

- **Figure 3** compares how the UG allocated Special Highway revenue to how they should have allocated them in 2024. As the figure shows, the 3 cities each received more than they should have (ranging from $8,800 to $290,000 more).

Figure 3. In 2024, the UG distributed county Special Highway revenue incorrectly.



Source: LPA review of state law and analysis of CY 2024 accounting data from the Unified Government (audited)

Kansas Legislative Division of Post Audit

- We saw the UG also incorrectly allocated these funds in calendar years 2022 and 2023.

- Based on our discussions with UG officials, it appears the monies were incorrectly allocated because UG officials were not aware of the 10% requirement. Ultimately, that means the county had less money available for the statutory purpose of maintaining certain county roads.

The UG distributed the Local Sales Tax and Expanded Lottery Revenue according to the requirements we evaluated.

- The UG received $75 million in Local Sales Tax from the state to allocate between the county and KCK in 2024. Bonner Springs and Edwardsville also receive local sales tax revenues directly from the state for sales made within their cities, including a portion of county sales tax. The UG does not distribute any local sales tax revenue to them.

- Based on our review of the accounting records, the UG placed about $7.6 million of Local Sales Tax into the County General Fund in 2024, which matched the Treasurer's distribution schedule. We also saw that UG officials correctly allocated the KCK portion ($67.5 million) into city funds. For example, they allocated $49 million to the City General Fund and $7 million to the Emergency Management Fund.

- In 2024, the state distributed nearly $5 million in Expanded Lottery Revenue from the Hollywood Casino to the UG to be allocated between the county and KCK.

- Our review of relevant accounting records found the UG distributed half of the Expanded Lottery Revenue ($2.5 million) to the County General Fund in 2024 as required by state statute.

    - The UG also distributed the city portion of the Expanded Lottery Revenues according to their interlocal agreement. Specifically, records showed that $1.2 million went to KCK, $780,000 went to Bonner Springs, and $460,000 was distributed to Edwardsville. This matched what we calculated should happen.

    - Officials from Edwardsville and Bonner Springs also confirmed they received Expanded Lottery Revenue payments for those amounts from the UG.

Expenditures from County Funds

We selected 3 county funds to determine whether the UG followed applicable spending requirements in calendar year 2024.

- The UG maintains 14 major county funds that range from the general fund to funds for aging, elections, and infrastructure.

- We reviewed a judgmental selection of 3 county funds to evaluate whether the UG spent the money in the funds in accordance with applicable requirements in calendar year 2024. The results can't be statistically projected to all the county funds. We selected these 3 funds in part based on concerns we heard at the start of the audit from local officials about county funds being spent on KCK services.

- The Consolidated Parks General Fund is used to pay for the operation and maintenance of parks, parkways, recreational areas, and facilities in KCK and Wyandotte County. After consolidation, the UG combined the KCK Parks Department and Wyandotte County Parks Department and created this consolidated fund to support the services the department provides. The fund receives revenues from both the county and KCK (52% of the fund's 2024 total revenues came from KCK). The UG's Parks and Recreation department oversees 51 parks in KCK (778 acres) and 3 county parks (1,889 acres, not including a lake).

- The County Health Department Fund is used to carry out county health laws, rules, and regulations and to provide funds for capital expenditures for county health purposes.

- The County Initiative for Funding Infrastructure (CIFI) Fund was created to legally collect and transfer a small portion of county property tax revenues (the equivalent of 1 county mill) to KCK, Edwardsville, and Bonner Springs for capital improvement projects. The UG adopted a resolution creating the fund and its distribution requirements. Specifically for 2024, this required 50% to go to KCK and 25% each to go to Bonner Springs and Edwardsville. This fund existed in 2024, but budgetary restraints eliminated it in 2025 and 2026.

- We compared the expenditure records for each fund to the requirements to determine if they aligned. Money allocated to a county fund must meet three criteria:

  - State law (K.S.A. 79-2934) requires that money in a fund can only be used for the purpose for which the fund was created. UG officials told us the description of each fund in its budget document establishes its purpose. For example, the purpose of the County Aging Fund is to provide statutorily required service programs for the elderly.

  - The same law also restricts moving any money from one fund to any other fund, unless legally authorized. Legal authorization means that state law specifically permits the transfer, such as statutes that authorize local governments to transfer money into designated equipment reserve or capital improvement funds for specified purposes.

  - State law further requires counties to limit expenditures from each fund to the amount appropriated in the annual budget. That means when a county adopts a budget and files it with the state, it cannot spend more than the amount budgeted from each fund.

The UG spent monies in the 3 county funds we reviewed according to the general statutory and budgetary requirements we evaluated.

- Our review of the UG's accounting data showed the UG spent about $9.1 million from the Consolidated Parks General Fund.
    - Expenditures by function and cost center generally appeared to align with the purposes of the fund, such as spending on maintenance of and improvements to parks, community centers, and recreation programs.
    - The UG transferred about $1.1 million to other funds for legally authorized purposes. Most of that money ($857,000) was designated to specific projects that weren't completed in 2024. Therefore, the UG transferred the funds to allow them to complete those projects in the following year.
    - The total expenditures were under the authorized budget amount of nearly $9.9 million.
- The UG spent about $4 million from the County Health Department Fund for epidemiology, clinics, maternal and child health, and lab costs. These expenses appeared to match the purpose of the fund. Our review showed no money was transferred to another fund and expenditures did not exceed the budgeted amount of $4.3 million.
- The UG distributed about $1.9 million from the CIFI Fund according to requirements set out in the resolution that created the fund. We also confirmed the distributions were made to each city according to the requirements. Bonner Springs and Edwardsville officials confirmed they received their portion of payments. We saw that the expenditures (transfers) did not exceed the authorized budget of nearly $2 million.

County Services Provided

The UG must provide 18 services countywide, but the law does not require services to be provided proportionally by location or population.

- The 18 core county services range from property valuation to marriage licenses as shown in **Appendix A.** Some services are more visible to county residents, like conducting elections and providing law enforcement. Others are less visible, such as maintaining a solid waste plan and a disaster plan.
- The UG provides additional services to county residents through optional programs, like Mental Health Services and Parks and Recreation. They also have several interlocal agreements with Bonner Springs and Edwardsville to share resources or provide additional services to those cities for a fee.

- No statutory requirements exist specifying where county services must be located or provided, either geographically or according to population distribution. For example, the County Health Department doesn't need to have a location in every city. If its services are available to all county residents, that is sufficient. With no statutory requirements for service availability based on proportionality, county governments may concentrate resources in population centers for efficiency.

- Additionally, we found no requirements for counties to track services by location, and the UG does not do so. As a result, we could not test whether residents across all parts of the county access and use various services.

We performed a limited review of the UG's budget to assess the extent to which departments were supported by the County General Fund in calendar year 2024.

- UG revenues go into city or county funds that support departments providing services for Wyandotte County or KCK residents. For example, public health and Sheriff services are county services, whereas fire protection and public sanitation are city services. A legislative concern was that county funds and money were being used to support KCK services rather than county services.

- We used our professional judgment to evaluate whether the percentage of revenues each department received from Wyandotte County and KCK general funds in calendar year 2024 seemed reasonable. Because no proportionality rule exists, we evaluated whether the percentages seemed reasonable based on each department's function. For example, we expected the Sheriff Department's expenditures (a county service) to come from county revenues and municipal court expenditures (a city service) to be supported by KCK revenues.

- We found that most departments' proportion of county funding appeared consistent with its function. For example, the Appraiser's Department is a county function and was funded entirely by the County General Fund, whereas Solid Waste is city function received no County General Fund money.

- The revenue sources also seemed reasonable for most administrative departments whose services are shared between Wyandotte County and KCK. Many UG administrative departments, like human resources, finance, and legal, serve both the county and KCK. We identified no requirements that shared service costs must be allocated proportionally. UG officials told us that they generally split the costs of shared government services 70% to the city (KCK) and 30% to the county. UG officials established this 70/30 split in 2021 to fairly distribute general government and administrative costs, based on shared departments' personnel and operating expenditures by funding source. We found that all but one administrative department generally was funded in alignment with the UG's expectations for how shared departments should be split.

The Legislative Auditor Department was fully funded through the County General Fund although it serves both the county and KCK.

- As established in the UG's charter, the Legislative Auditor Department provides services to both KCK and the county. However, the department's 2024 expenditures of roughly $693,000 were fully paid out of the County General Fund. This means the county paid for KCK's portion of this department's services.

- The UG generally allocates expenditures for departments that support both KCK and the county using a 70% city/30% county split.

- UG officials told us the Legislative Auditor was a county department before the 1997 consolidation. As part of the 2025 budget process, officials determined the Legislative Auditor's department's costs should be shared as other departments that support both city and county departments and services. We reviewed budget documents for 2025 and 2026 and confirmed the UG has changed the planned expenditures to be paid from city (70%) and county funds (30%).

Finally, stakeholders expressed concerns about services being funded and provided differently across cities, but UG officials had reasonable explanations for the differences.

- Because there were no requirements for county services to be provided proportionally by location or population, we asked UG officials to address specific concerns about disparate treatment raised by stakeholders.

- Stakeholders were concerned KCK did not pay the same jail fees as Edwardsville and Bonner Springs, but UG officials provided documentation showing all 3 cities pay the same daily rate for the county jail to hold municipal prisoners.

    - Kansas counties must provide jail services for people with district charges from the entire county. However, the law allows counties to charge a fee for holding prisoners from different jurisdictions.

    - None of the 3 cities in Wyandotte County have their own city jail. As a result, cities send prisoners on municipal charges to the county jail. As required by law, the UG levies the same daily fee to all 3 city police departments to provide this service.

    - We reviewed documentation to support the rate charged. However, our work did not include reviewing the accuracy of the UG's billing records for municipal prisoners for each city.

- Bonner Springs officials were concerned the UG charged Bonner Springs for their residents to use solid waste and household hazardous waste programs that KCK residents use for free, but we reviewed documentation showing all 3 cities pay for these services although in different ways.

    - State law requires counties to maintain a solid waste management plan, but cities or counties can provide for processing and disposal of trash and recyclables. In Wyandotte County, each city has its own residential trash services.

    - UG officials explained that KCK residents pay a monthly fee as part of their solid waste bill to fund "dumpster days" and household hazardous waste programs because they are a city residential trash service.

    - The cities of Edwardsville and Bonner Springs did not provide their own dumpster days or household hazardous waste programs, so they made interlocal agreements with the UG that allow their residents to participate in KCK's programs. The interlocal agreements allow the UG to charge Edwardsville and Bonner Springs a fee per resident that participates in those specific KCK trash programs since those fees are not part of their residents' solid waste bills. Bonner Springs officials thought these programs should be free county services, instead of city services.

    - We reviewed budget documents to support the UG's explanations. However, we did not review additional accounting records or individual city billings in more detail.

- Finally, officials we talked to had questions about what services the County Engineer provides. One of the county's 18 core services is maintaining bridges and roads on unincorporated county property. State law requires a County Engineer to oversee this work. The County Engineer does not provide services to all the cities in the county. It only provides services to unincorporated areas. Cities are responsible for maintaining their own roads.

    - Because Wyandotte County only has 2.8 square miles (2%) of unincorporated area and a few county-designated roads, the UG decided to fully fund the County Engineer position through the City General Fund within the city's Public Works Department. This County Engineer position maintains roads in KCK and unincorporated parts of Wyandotte County. Bonner Springs has a City Engineer and Edwardsville contracts for engineering services within their Public Works departments.

    - Our review of the UG budget document confirmed that the Engineering Department in Public Works received over $1 million from the City General Fund and nothing from the County General Fund for 2024 expenditures.

    - UG officials agreed that the title of the County Engineer is confusing but cannot be changed because state law requires it.

Other Findings

We found several discrepancies or inaccuracies for calendar year 2024 actual expenditures within the UG budget document.

- The UG's public budget document includes a section on each department's operations and budgeted expenditures. Each department's expenditures should reconcile both to their funding sources and to the sum of the department's divisions.

- During our work reviewing the UG's 2026 budget document, we found 1 fund and 4 departments where the sum of 2024 actual expenditures did not match the total expenditures reported. We inquired about the 2 larger items we noted.

    - The Technology Department had a discrepancy in its expenditure summary. The sum of the expenditures by fund were about $39,000 more than the total reported in the budget document. The sum of expenditures by division had a third different total and a notable typo in one amount.

    - The funding source breakout was incorrectly reported as $67 million for the Communitywide Project Department. However, the four divisions within the department had combined expenditures totaling only $26.5 million.

- The issues we identified appeared to be caused by UG officials not ensuring the budget documents were accurate during organizational and accounting system changes.

    - Officials told us the Budget Office underwent structural changes causing manual adjustments across 2 budget years. At the same time, the UG moved to a new information system including its accounting records. This required some data synchronization and manual updates. UG officials did not identify and reconcile the errors caused by these synchronization and manual adjustments in the 2024 budget document.

    - Officials said the changes from the old to the new accounting system also contributed to the inaccurate expenditures listed for the Communitywide Project Department. They explained that the $40 million difference included monies set aside for internal improvements that did not reflect expenditures for that year and should not have been included in the department's expenditures on a fund level.

- Inaccurate or inconsistent expenditure information raises questions and could reduce public confidence. The budget document is the most detailed view into the UG's financial operations. When budget information is inaccurate or inconsistent, it can increase misunderstandings and mistrust.

Interlocal agreements provided by the UG were not always fully executed, missing signatures and dates.

- Public agencies may establish interlocal cooperation through written agreements approved by their governing bodies, as authorized by K.S.A. 12-2904.

- We requested interlocal agreements from the UG to identify requirements for county revenues, funds, and services. We expected the UG to maintain finalized interlocal agreements that document the terms, responsibilities, approvals by all parties, and effective period.

- Upon review, several agreements we received were missing dates or signatures. UG officials agreed this was an operational issue and a process for maintaining a centralized depository of signed final interlocal agreement documents needs to be established.

- Agreements without signatures raise questions about legal enforceability. However, we relied on them in our work as the best available documentation of the required terms. Missing dates create uncertainty about when an agreement became effective and missing signatures raise questions of whether all parties agreed.

Conclusion

The 1997 unification of Wyandotte County and Kansas City did not include 2 other cities within the county and a portion of Lake Quivira. Recently, stakeholders from some areas of Wyandotte County outside of Kansas City expressed concern that county funds were not appropriately shared or distributed. While there are no proportionality rules, we examined inter-local agreements and other operating requirements for county funds.

During our limited review of certain county-focused funds and services, we found many funds and services were operating as expected or required. However, we noted an incorrect allocation of the highway funding, improper cost allocations between Kansas City and the county for one department, a few inaccuracies in budget information, and record-keeping issues with interagency agreements.

The issues we identified pointed to UG management's errors or lack of oversight related to statutory requirements, departmental allocations, operational transitions, and record-keeping. Given the heightened scrutiny the UG may receive in its unique environment, these errors could contribute to continued mistrust by stakeholders.

Recommendations

1. The UG should allocate future Special Highway revenue as required and establish a separate county road and bridge fund to ensure that county Special Highway revenue is spent according to requirements.
    - UG Response: The UG will comply with the statutory requirements while also working to amend the state statutes to address that Wyandotte County has a very small area of unincorporated area. With an amended statute, the County will be able to more equitably distribute the Special Highway revenue. In the meantime, this means that there will be less funding distributed to Kansas City, Bonner Springs, and Edwardsville.

2. The UG should confirm publicly available budget information reconciles and is accurate throughout the document and for each fund and department.
    - UG Response: We agree with this recommendation and are in process of implementing a system module with Workday that should address these concerns in the future.

3. The UG should work with relevant parties to review and re-establish existing interlocal agreements. Going forward, the UG should create a process to verify interlocal agreements are signed and dated by the appropriate representatives of each participating entity. Lastly, the UG should establish a process to create a complete and centralized inventory of executed agreements and ensure they are appropriately maintained.
    - UG Response: We agree with this recommendation and are in process of implementing a centralized depository for all signed agreements. We are in process of implementing a system module with Workday that should address these concerns in the future.

Agency Response

On September 8, 2026 we provided the draft audit report to the Unified Government. Its response is below. Agency officials generally agreed with our findings, conclusions, and recommendations.

Unified Government Response

September 16, 2026

Ms. Ellen Slikker
Kansas Legislative Division of Post Audit

Dear Ms. Slikker,

Thank you for the opportunity to work with the Office of Post Audit to review the use of county funds in Wyandotte County, Kansas.

We appreciate the opportunity to provide information and clarify how the county funds are utilized. As the audit shows, funds are managed per state statute with county revenues funding county services. This includes departments such as the Sheriff, Jail, District Court, District Attorney, Appraiser, Recorder of Deeds, and Health Department. These services are provided to all residents and businesses of Wyandotte County. The audit also shows that services that are shared among city and county, such as Human Resources and Technology, have their costs allocated in line with UG Policy of 70% city funded and 30% county funded.

We also appreciate the recommendations made regarding operational improvements, including a central depository of signed legal agreements as well as ensuring the budget document posted online is accurate. Both of these areas were identified areas to improve upon by the Unified Government as well prior to the audit and improvements are underway.

Finally, we appreciate the audit noting that the method the state highway funds are being distributed is not consistent with state statute. Because Wyandotte County has only a small geographic area of unincorporated land with only a portion of several small roadways, the statute does not contemplate situations such as this. The statute does state that 10% of these funds should be deposited into a separate county highway fund, however, that would disproportionately fund any infrastructure needs of this area, which has a very small population and limited number of lane miles. Instead, the UG has been allocating these funds in a commonsense way, based on the percentage of population within each incorporated area as well as the unincorporated area. The result of this is that the cities of Edwardsville, Bonner Springs, and Kansas City Kansas have been receiving slightly more funding than they would have otherwise if the statute were applied as written.

To correct this situation, the UG will deposit 10% of the funds into a fund for county unincorporated roads until such time as the statute can be amended to more equitably distribute these funds.

Another finding of the audit was the need for a central repository for contractual documents. We agree with the finding and remedying it has been on our technology roadmap as we fully implement our Workday Enterprise Resources Planning (ERP) software system.

We value the relationship with the cities of Bonner Springs, Edwardsville and Lake Quivira and intend to share the findings of the audit with them.

Again, thank you for the work on this audit and the information it provided.

Sincerely,

Alan Howze
Interim County Administrator

Appendix A – Statutory County Service Requirements

This appendix lists the 18 county service requirements we identified as criteria for portions of this audit.

Service	Statute (b)	LPA summary of requirement
Coroner services	22a-226	Appoint a district coroner
Criminal prosecution	22a-104	Prosecute violations of state law
District courts	20-301	Provide a court for civil, criminal, and appellate matters
Election administration	25-126	Plan, conduct, and coordinate all elections
Emergency management	48-929	Maintain a disaster planning and response agency
Flood control	19-3301	Maintain and operate flood control works
Jails	19-1901	Provide jails for the safekeeping of prisoners
Law enforcement	19-801a	Elect a sheriff to preserve the peace
Marriage licenses	23-2505	Issue marriage licenses using state-provided forms
Motor vehicle registration	8-129	Process motor vehicle registrations
Noxious weed eradication	2-1316	Enforce the noxious weed act
Personal property tax collection	79-5102	Collect personal property taxes, including motor vehicle taxes
Property registration and record keeping	19-1204	Maintain property records, deeds, and maps
Property valuation	19-425	Assess and appraise property for taxation
Public health	65-201	Appoint a local health officer
Real property tax collection	19-515	Collect real property taxes
Roads and bridges	68-115	Open and maintain all state and county roads
Solid waste planning	65-3405	Plan for the management of solid waste

(a) Kansas Association of Counties officials also identified mental health services as required by state law. Although state law allows counties to provide mental health services, it doesn't require them to provide such services.
(b) The listed statutes establish the basic mandates for the services listed. Other statutes may specify further requirements related to how counties carry out these services.

Source: Kansas Association of Counties officials and LPA review of state law in audit R-25-020.

Kansas Legislative Division of Post Audit

Final report in October 2026

What is a post audit? Audits Archive – Kansas Legislative Division of Post Audit

The audit was done by the Kansas Legislative Division of Post Audit. This is program audit to test for compliance with state statutes. This is not a financial accounting audit.

Stated Audit Purpose: Did the Unified Government allocate and spend county-dedicated monies in line with relevant requirements?

The UG fully cooperated with the State Auditors.

The report concluded county funds were allocated to the appropriate uses benefiting all residents countywide.

No Missing Funds

The auditor stated at the Legislative Post Audit Committee:

“I want to be very clear that no money was lost…It wasn’t that money was missing, it was just that the budget document wasn’t uniform and didn’t tie out” Katrin Osterhaus, Auditor.

https://youtu.be/DxSuD-xbJqQ?t=4422

- Clerical errors were identified on a limited number of pages in the online budget document.
- The Budget Team has already implemented a new automated tool designed to minimize manual data entry, improve accuracy, and reduce the likelihood of errors in the future.

Significant Misinformation Circulated Stating $40 Million in Missing Funds

- **There were no missing funds.**
- There were clerical errors.
- The UG issued a public statement clarifying that **the auditor did not indicate there were any missing funds.**
- *The Sentinel* published a story to correct the misinformation.
  - Wyandotte UG rejects report claiming state audit found $40 million unaccounted for in county books - The Sentinel
  - The Sentinel is a 501(c)3 non-profit organization that holds government and media accountable for providing complete, accurate and unbiased information so that citizens can make their own informed decisions. They printed a story clarifying the misinformation.

Funds Were Used As Required

- **All funds cited in the audit were found to be used for the required purposes.**
- The methodology outlined in KSA 79-3425c to distribute State Highway funds was not used by the UG which states that 10% of the funds should be allocated to fund maintenance of roads in the unincorporated area.
  - Law established in 1970. After this law was passed, most of the county incorporated to be part of Kansas City in 1972 and1991.
  - Only remaining unincorporated area has 39 residents out of 170,597 or .0229% of the population; and is only 2.8 square miles of the 152 total, or 1.84% of the total county.
- The Unified Government has been maintaining the roads in the unincorporated area (commonly call Loring area) with county funds.
- Bottom line is that Edwardsville, Bonner Springs, and Kansas City all received **more** funding for roads and bridges.

Other Audit Items

- Examined how the legislative auditor's office is funded between the City and County General Funds.
  - Consistent with other enterprise-wide departments.
  - Charter ordinance office not statutory.
  - The audit did not recommend any changes.

- Identified 5 intergovernmental agreements that were not fully executed in the UG's files.
  - 3 mutual aid agreements being followed in practice; and 2 solid waste agreements that are being followed.
  - The UG is establishing a process and central depository for all agreements.

Summary

- ✓ Clerical errors in budget document. NO MISSING FUNDS. Addressed.
- ✓ UG overfunded the cities - all funds were used as required for roads and bridges. Will work to change state law for distribution of funds.
- ✓ Funding approach for the legislative auditor's office evaluated. No changes recommended by auditor.
- ✓ 5 fully executed intergovernmental agreements were not on file. A central depository is underway.

APPENDICES

Reconciliation of the Budget-Document Discrepancies

Page 15 of the Post Audit Report

- Communitywide page 323 of the 2025-2026 budget book for the 2024 budget column - $40 million reporting different
  - Original document incorrectly included four funds that should not have been included on this page
  - Corrected page available
- Information Technology Department page 236 of the 2025-2026 budget book for the 2024 budget column
  - Summary by fund for revenue and expenditure did not match expenditure by division; timing issue on “actual figures” for 2024 projected during audit and after audit
  - Corrected page available

Department: Communitywide - CORRECTED October 2026

Department Expenditure Summary	CORRECTED 2024 Actual	2025 Original	2025 Amended	2026 Budget	Original 2024 Column
Personnel	$235,527	$96,838	$201,272	$201,272	$ 235,527
Contractual Services	$1,379,760	$1,949,726	$2,076,526	$2,271,233	$ 12,246,994
Commodities	$714,759	$626,904	$593,904	$593,904	$ 714,759
Capital Outlay	$1,425,869	$38,800	0	$500,000	$ 1,449,690
Grants and Claims	$17,786,769	$9,194,805	$10,324,044	$9,294,805	$ 20,923,809
Debt	$92,992	0	0	0	$ 16,564,220
Transfers Out	$3,905,935	$3,873,944	$3,348,587	$1,847,748	$ 13,826,929
Miscellaneous / Other	$152,004	$6,045,982	$5,470,967	$4,484,515	$ 152,004
Reserves & Contingencies	$807,659	$1,095,137	$1,095,137	$1,095,137	$ 807,659
Total	**$26,501,274**	$22,922,136	$23,110,437	$20,288,614	**$ 66,921,591**
				DIFFERENCE	$ 40,420,317

Expenditure By Fund	CORRECTED 2024 Actual	2025 Original	2025 Amended	2026 Budget	
FND110 - City - General	$6,377,243	$6,969,244	$6,923,678	$7,155,678	$ 6,377,243
FND113 - Parks and Recreation	$23,821	0	$75,000	$75,000	$ 23,821
FND160 - County - General	$3,391,959	$4,940,833	$3,278,818	$3,336,818	$ 3,391,959
FND162 - County - Elections	$577	$525,357	$1,000	$1,000	$ 577
FND165 - County - Aging	0	$1,023,709	$1,023,709	0	$ -
FND170 - County - Mental Health	$750,148	$844,148	$844,148	$834,148	$ 750,148
FND171 - Developmental Disability	0	$482,828	$482,828	0	$ -
FND172 - County - Health Department	$3,593	0	0	0	$ 3,593
FND175 - County - Library	0	$4,622,617	$5,822,617	$4,836,165	$ -
FND185 - County Finance Infrastructure Progran	$929,107	0	$1,129,239	0	$ 929,107
FND 186 - Economic Development Sales Tax	0				$ 18,313,083
FND223 - Tourism & Convention Prom	$1,900,730	$2,023,800	$2,025,300	$2,025,300	$ 1,900,730
FND226 - Specials Assets	$147,631	$550,000	$550,000	$550,000	$ 147,631
FND251 - Economic Development RLF	$4,869	0	0	0	$ 4,869
FND252 - Econ Development RLF UG Fund	$5,130	0	0	0	$ 5,130
FND266 - Other Grants	$7,413,670	0	0	0	$ 7,413,670
FND269 - Gifts and Donations	$1,489,752	0	0	0	$ 1,489,752
FND410 - Bond and Interest	$92,156	$30,000	$10,000	$10,000	$ 92,156
FND451- Downtown Grocery Store TIF	0	0	0	0	$ 61,919
FND460 - County Bond and Interest Fund	0	$6,000	$1,000	$1,000	$ -
FND560 - Sewer System	$120,000	0	$12,000	$12,000	$ 120,000
FND562 - Public Levee	0	0	$17,000	$17,000	$ -
FND563 - Stormwater Enterprise	$2,011,728	$45,000	$45,000	$60,698	$ 2,011,728
FND564 - Emergency Medical Services	0	0	$500	$500	$ -
FND566 - Stadium (Monarchs)	$854,708	$858,600	$867,100	$1,371,807	$ 854,708
FND567 - Solid Waste	0	0	$1,500	$1,500	$ -
FND635 - Fleet Maint & Vehicle Replace	$7,408	0	0	0	$ 7,408
FND721 - KCK 501 Minnesota	$144,436	0	0	0	$ 144,436
FND722 - Central Bank of KC	$11,608	0	0	0	$ 11,608
FND971 - City Project Fund	$821,000	0	0	0	$ 821,000
FND990 - Internal Improvement	0				$ 18,898,886
FND991 - Non Debt Internal Improvement	0				$ 3,146,431
Total	$26,501,274	$22,922,136	$23,110,437	$20,288,614	$ 66,921,593

Expenditure By Division	2024 Actual	2025 Original	2025 Amended	2026 Budget
Community Programs	$20,376,525	$12,565,687	$11,440,988	$9,100,910
Outside Agencies	$3,398,144	$3,295,433	$3,408,433	$3,408,433
Passthrough	0	$4,620,967	$5,820,967	$4,834,515
Special Assets	0	$550,000	$550,000	$550,000
Special Community Grants	$1,871,895	$1,031,449	$1,031,449	$1,031,449
Stadium	$854,708	$858,600	$858,600	$1,363,307
Total	$26,501,272	$22,922,136	$23,110,437	$20,288,614

- Communitywide page 323 of the 2025-2026 budget book for the 2024 budget column - $40 million reporting different
  - Original document incorrectly included four funds that should not have been included on this page
  - Corrected page available

Unified Government of Wyandotte County/Kansas City Kansas
2025 Amended - 2026 Budget

Department: Technology

Department Expenditure Summary					
	2024 Actual	2025 Original	2025 Amended	2026 Budget	Original 2024 Column
Personnel	$3,569,779	$3,526,744	$3,679,509	$3,785,984	
Contractual Services	$5,780,475	$5,702,181	$6,026,174	$6,683,986	
Commodities	$100,864	$110,342	$110,342	$406,777	
Capital Outlay	$654,002	$115,000	$200,000	$416,000	
Transfers Out	$325,000	0	0	0	
Total	$10,430,120	$9,454,267	$10,016,025	$11,292,747	

Full Time Equivalent Positions				
	2024 Actual	2025 Original	2025 Amended	2026 Budget
311 Call Center Division	6.00	6.00	6.00	6.00
Enterprise Systems Support	8.00	8.00	6.00	6.00
Performance & Innovation	6.00	6.00	6.75	6.75
Technology	16.00	16.00	15.00	15.00
Total	33.75	33.75	33.75	33.75

Expenditure By Fund				
	2024 Actual	2025 Original	2025 Amended	2026 Budget
FND110 - City - General	$5,825,745	$5,725,105	$5,768,933	$6,445,964
FND160 - County - General	$3,929,138	$3,724,162	$4,242,092	$4,841,783
FND172 - County - Health Department	0	$5,000	$5,000	$5,000
FND560 - Sewer System	$45,195	0	0	0
FND971 - City Project Fund	$298,276	0	0	0
FND972 - County Project Fund	$331,767	0	0	0
Total	$10,430,120	$9,454,267	$10,016,025	$11,292,747

Expenditure By Division					
	2024 Actual	2025 Original	2025 Amended	2026 Budget	
311 Call Center Division	$506,996	$590,792	$577,087	$590,369	
Enterprise Systems Support	$4,016,286	$3,844,081	$3,640,765	$5,069,170	
Knowledge Administration	$458,026	0	0	0	$ 558,548
Performance & Innovation	$1,064,357	$762,367	$1,218,821	$1,361,599	
Technology	$4,384,455	$4,257,026	$4,579,352	$4,271,608	$ 4,433,874
Total	$10,430,120	$9,454,266	$10,016,025	$11,292,747	$ 10,580,062

- Expenditure Summary by division did not match summary by classification and fund; timing issue on “actual figures” for 2024 projected during audit and after audit which varied slightly; and there were typos on the 2026 budget page for 2024 actuals

- Corrected page available

County Portion of Special Highway Distributions by Year, 2020–2026

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Actual Distributions

Allocation Approach Actuals						
Year	Total Distribution	Original KCK	Original Bonner Springs	Original Edwardsville	Original Lake Quivira	Original County (Col L)
2020	$3,075,927.11	$2,844,547.72	$146,434.38	$83,587.46	$762.47	$595.08
2021	$3,270,824.37	$3,023,055.68	$157,245.97	$89,032.76	$841.61	$648.35
2022	$3,141,500.41	$2,905,631.10	$147,768.11	$86,424.89	$968.21	$708.10
2023	$3,645,260.58	$3,372,511.39	$168,829.62	$101,860.70	$1,202.63	$856.24
2024	$3,138,272.85	$2,903,730.21	$144,680.58	$88,092.79	$1,043.59	$725.69
2025	$3,435,628.76	$3,178,828.81	$158,559.83	$96,340.10	$1,095.19	$804.82
2026	$2,206,091.28	$2,040,956.23	$102,289.09	$61,646.71	$683.25	$515.99
TOTAL	$21,913,505.36	$20,269,261.13	$1,025,807.58	$606,985.41	$6,596.95	$4,854.27

Allocated by population; unincorporated county is 39 persons in 2026 out of 170,597 or .0229% of the total 1.84% of total area of entire county (2.8 square miles of 152 square miles of land)

Statutory Methodology

Allocation per Statute						
Year	Revised Total Distribution	Revised KCK	Revised Bonner Springs	Revised Edwardsville	Revised Lake Quivira	Revised County (10%)
2020	$3,075,927.11	$2,560,588.33	$131,816.45	$75,243.27	$686.35	$307,592.71
2021	$3,270,824.37	$2,721,289.52	$141,549.43	$80,145.37	$757.61	$327,082.44
2022	$3,141,500.41	$2,615,657.57	$133,021.26	$77,799.93	$871.61	$314,150.04
2023	$3,645,260.58	$3,035,973.38	$151,982.36	$91,696.16	$1,082.62	$364,526.06
2024	$3,138,272.85	$2,613,961.62	$130,242.64	$79,301.85	$939.46	$313,827.28
2025	$3,435,628.76	$2,861,616.29	$142,737.28	$86,726.41	$985.91	$343,562.88
2026	$2,206,091.28	$1,837,290.35	$92,081.72	$55,495.03	$615.05	$220,609.13
TOTAL	$21,913,505.36	$18,246,377.06	$923,431.14	$546,408.02	$5,938.61	$2,191,350.54

Allocate 10% to county and the rest allocated by population

Legislative Auditor Department Actual Expenditures by Fund, 2019–2025

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Legislative Audit Department — Actual Expenditures by Fund

Year	Total Approved (Initial) Budget	Total Actual Expenditures based on Amended Budget	Fund 110 — City General Expense	Fund 160 — County General Expense
2019	$ 708,467.00	$ 732,250.63	$ -	$ 732,250.63
2020	$ 737,460.00	$ 650,804.00	$ -	$ 650,804.00
2021	$ 755,436.00	$ 535,364.16	$ -	$ 535,364.16
2022	$ 772,715.00	$ 555,578.00	$ -	$ 555,578.00
2023	$ 785,682.00	$ 844,806.37	$ -	$ 44,806.37
2024	$ 840,868.00	$ 693,235.70	$ -	$ 693,235.70
2025	$ 767,474.00	$ 735,949.98	$ 512,668.73	$ 223,281.25
2026 YTD	$ 812,477.00	$ 605,109.40	$ 423,575.85	$ 181,533.55
Total	$6,180,579.00	$5,353,098.24	$ 936,244.58	$ 3,737,058.00

Note: 2026 reflects year-to-date expenditures. Fund 110 represents City General Fund; Fund 160 represents County General Fund; 2024 increase related to long term employee pay out upon retirement

Unsigned Interlocal Agreements

- Bonner Springs, Edwardsville, UG – Communications / Dispatch, January 4, 2021 (missing Edwardsville & Bonner Springs) – operating under this agreement
- Mutal aid with Edwardsville & KCK Fire, September 19, 2020 (missing UG signature) – operating under this agreement
- Mutual aid with Edwardsville & Bonner Springs & UG, May 9, 2019 (missing Edwardsville & Bonner Springs signature) – operating under this agreement
- Interlocal agreement allowing residents of Edwardsville to access specific solid waste services and events, October 3, 2025 (Edwardsville would pay for residents); (missing UG signature) – operating under this agreement and billed / paid city for 2025
- Interlocal agreement allowing residents of Bonner Springs to access specific solid waste services and events, October 13, 2025 (Bonner Springs would pay for residents); (missing UG signature) – operating under this agreement and billed / paid city for 2025