



**CITY OF WESTWOOD  
City Council Meeting  
4700 Rainbow Blvd.  
Westwood, Kansas 66205**

**November 11, 2021 - 7:00 PM**

Note: In an effort to mitigate the spread of COVID-19, this meeting may be attended remotely via Zoom.

**Access Online**

<https://us02web.zoom.us/j/89908289796>

**Access By Phone**

(346) 248-7799

Webinar ID: 899 0828 9796

**Agenda**

I. Call to Order – Mayor David E. Waters

II. Public Comment

Attendees will be able to make a verbal statement during the Zoom meeting by using the “raise hand” Zoom function. Comments must be limited to five (5) minutes.

III. Presentations/Proclamations

- A. Legislative Update – 25<sup>th</sup> District Representative Rui Xu
- B. Consolidated Fire District 2 Update – Fire Chief Steve Chick
- C. [UCS Human Services Fund Report – UCS Director of Resource Allocation Christina Ashie Guidry](#)
- D. [Proclamation Designating November 21, 2021 as World Day of Remembrance for Road Traffic Victims in Westwood, Kansas](#)

IV. Approval of Meeting Minutes

- A. [Consider October 14, 2021 City Council Meeting Minutes](#)

V. City Treasurer’s Report

- A. [Review October 2021 Treasurer’s Report](#)
- B. [Consider Appropriations Ordinance No. 732](#)

VI. City Attorney Report – City Attorney Ryan Denk

- A. [Consider Resolution No. 100-2021 Authorizing the Execution of a Supplemental Indenture Related to the 2014 CID Bonds for Woodside Village](#)
- VII. [Administrative Report – City Clerk Leslie Herring](#)
- VIII. [Police/Court Report – Chief Curtis Mansell](#)
  - A. [Consider Renewal of IT Services Agreement with Johnson County](#)
- IX. [Public Works Report – Public Works Director John Sullivan](#)
  - A. Consider Agreement with Sternberg Lighting for Streetlights on Belinder Ct. and Booth St. in Conjunction with the 47<sup>th</sup> Street Reconstruction Project
- X. Committee Reports
  - A. Administration & Compensation Committee Report
  - B. Business & Community Affairs Committee Report
  - C. Public Safety Committee Report
  - D. Public Works Committee Report
  - E. Parks & Recreation Committee Report
  - F. Mayor’s Report
- XI. Executive Session
  - A. Consider motion to recess into an executive session for consultation with the City Attorney which would be deemed privileged in the attorney-client relationship
- XII. Adjourn Regular Session
- XIII. Council Worksession
  - A. City Council Retreat: Continuing Work



# United Community Services of Johnson County

November 5, 2021

## Board Members

Roxann Kerr Lindsey, President

Kate Allen

Marshaun Butler

Joe Connor

Tara Eberline

Erik Erazo

Rev. Adam Hamilton

Robin Rollins Harrold

Thomas Herzog

Donna Lauffer

Patty Markley

Dr. L. Michael McCloud, PhD

Hon. Donald Roberts

Kevin Tubbesing

Vanessa Vaughn West

Dave White

Rebecca Yocham

## Council of Advisors

Gary Anderson

Mary Birch

Dr. Andy Bowne

Pat Colloton

Dr. Stuart Day

Hon. Peggy Dunn

Hon. Ed Eilert

Jeff Ellis

SuEllen Fried

Ellen Hanson

Terrie Huntington

Audrey Langworthy

Penny Postoak Ferguson

Jill Quigley

Tom Robinett

Clint Robinson

Carol Sader

Brad Stratton

Charlie Sunderland

Hon. Stephen Tatum

David Warm

## Executive Director

Julie K. Brewer

To: Hon. David Waters

From: Julie Brewer, Executive Director

RE: 2022 Human Service Fund Recommendation Report

The United Community Services (UCS) Board of Directors has prepared its 2022 Human Service Fund allocation recommendations. An electronic version of the 2022 Human Service Fund Recommendation Report is attached. Print copies are available upon request.

UCS is sincerely grateful for the funding from the participating jurisdictions which resulted in total funding of approximately \$437,830. During 2022, allocations will benefit Johnson County residents who will be served through 19 programs recommended for grants. Thanks to your support, in 2020, programs receiving Human Service Fund grants provided over 168,000 units of service to more than 37,000 Johnson County residents.

The Human Service Fund agreement gives participating jurisdictions the authority and responsibility for approving UCS' recommendations for Human Service Fund grants. **The city is requested to approve the recommendations and notify UCS no later than December 30, 2021.** After that date, the recommendations will stand as presented.

If you have any questions about the recommendations or process, please contact Christina Ashie Guidry at [christinag@ucsjoco.org](mailto:christinag@ucsjoco.org) or (913) 438-4764. We appreciate your support of this county-wide partnership. Thank you.

Enclosure: 2022 Human Service Fund Recommendations Report

cc: Leslie Herring



# United Community Services of Johnson County

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## Executive Director

Julie K. Brewer

## 2022 HUMAN SERVICE FUND RECOMMENDATIONS REPORT

Human service programs are vital to the well-being, safety, and stability of Johnson County residents. United Community Services (UCS) commends city and County government leaders for recognizing the important role of local government in supporting human service programs. Together, Johnson County Government and 14 cities have budgeted \$437,830 for the **Human Service Fund** (HSF) in 2022 – more than a 10% increase from 2021.

In 2022, HSF received a 50% increase in applications for funding. Due to your generous support, five new programs are recommended for funding, for a total of 19 programs receiving your support. Four of these new programs are welcomed through the new Small Grants Program, which provides grants of less than \$5,000 for new, growing, and grassroots organizations working to build their footprint and grant capacity. Thank you for making this possible!

The HSF offers local governments a cost-efficient, accountable mechanism to support an array of services that help residents of every city and township who are facing difficult circumstances. Funding is competitive and is awarded to local nonprofit agencies which provide vital programs that meet the needs of Johnson County residents who live with income at or near the federal poverty level. Priority is given to programs that address work support services, emergency aid and shelter, child/adult abuse, child welfare, and health care. (See Appendix B for all funding priorities.)

Agencies recommended for grants demonstrate positive outcomes and are working collaboratively with other organizations in the community. Funding recommendations represent the maximum HSF award for the calendar year(s), and UCS is not responsible for reductions in grant awards that may occur due to reduction in allocated funds by participating jurisdictions.

Thanks to your support, in 2020, programs receiving HSF grants provided over 168,000 units of service to more than 37,000 Johnson County residents. In 2020, “units of service” included medical and dental appointments, nights of safe housing, counseling and case management, emergency rental and utility assistance, food pantries, employment training and more. These programs benefit more than just the individual and their family; the entire community, including local government, benefits. Without a strong human service infrastructure to address issues such as unemployment, lack of childcare and transportation, homelessness, child abuse and neglect, domestic violence, and untreated medical conditions, our community will experience higher crime rates and lower tax revenue, a decline in the standard of living, and weakened economic health.

**Jurisdictions are asked to accept the funding recommendations by  
December 30, 2021.**



## 2022 Human Service Fund Applicant History and Recommendations

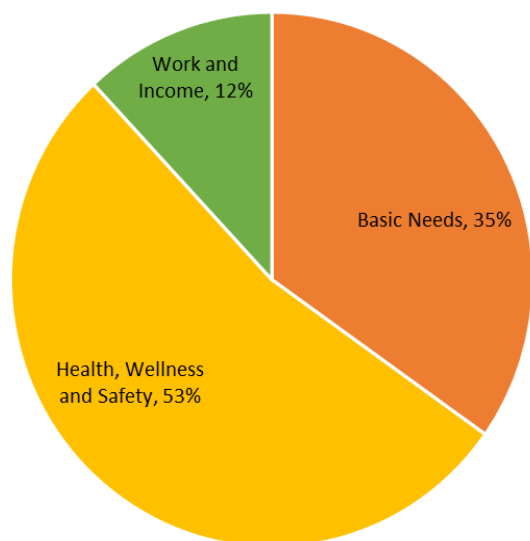
Regular HSF Grant Applicant	2020 Grant	2021 Grant	2022 Recommended	Program Description
CASA of Johnson & Wyandotte*	\$48,000	\$48,000	\$50,000	Child Advocacy: court-ordered intervention by trained volunteers for children determined by a judge to be a "Child in Need of Care" due to abuse or neglect, or as high concern for safety and placement.
Catholic Charities of NE Kansas*	\$70,000	\$70,000	\$68,500	Emergency assistance and supportive housing, including case management to meet basic needs of low-income families and help them work towards self-sufficiency.
Center of Grace	—	—	\$0	Free blood pressure monitors to take in-home blood pressure readings for low-income clients referred by health screening
El Centro*	\$22,800	\$22,800	\$25,000	Safety net services for low-income, under/uninsured households: economic empowerment (emergency assistance, financial literacy, assistance filing taxes), and access to healthcare (health navigation and health promotion).
FosterAdopt Connect	\$5,000	\$5,000	\$5,000	Behavioral Interventionist Program: One-on-one services in the home with fostered/adopted children to support behavioral and emotional management and retain housing placement.
Growing Futures EEC*	\$9,000	\$9,000	\$19,398	Scholarships for pre-kindergarten wraparound childcare fees for low-income families, supporting full-time education/employment of caregivers and kindergarten preparedness.
Harvesters	\$15,000	\$15,000	No request	BackSnack and Kids Café programs provide food for low-income school children for weekends and meals in afterschool locations and summer sites.
Health Partnership Clinic*	\$45,000	\$49,500	\$49,500	Health, dental, and behavioral healthcare, through a medical home model, for uninsured low-income Johnson County residents.
Hillcrest Ministries of MidAmerica*	\$10,000	No request	\$10,000	Transitional housing for youth, single adults, and families experiencing homelessness; case management, budget counseling, and supportive services.
Inclusion Connections	—	—	\$5,000	Life skill, education, and employability training at sliding scale fees for low-income young adults with developmental disabilities to support long term employment and quality of life.
Jo. Co. Interfaith Hospitality Network*	\$9,000	\$9,000	\$9,000	Case management, including shelter and meals for single women and families with children experiencing homelessness.
Kansas Children's Service League*	\$20,280	\$20,280	\$20,340	Healthy Families Program: Home-based education and family support for new parents whose children are at-risk for child abuse and neglect.
KidsTLC*	\$18,500	\$17,500	\$17,500	Thriving Families: Crisis counseling, parent education, and assistance navigating health care and mental health care, housing, and community resources to support positive family outcomes.
Metro Lutheran Ministries	—	—	\$0	Short-term case management and emergent assistance for households at-risk of homelessness.
NCircle*	\$15,696	\$19,696	\$19,696	Training and Employment Services: skills training, certification, financial education, mentorship & job placement for clients in Department of Corrections custody and/or on supervision.
SAFEHOME	\$21,000	\$21,000	\$21,000	Case management services for clients of the domestic violence shelter, including emergency shelter, housing assistance, therapy, legal services, and advocacy.
Salvation Army Family Lodge (Olathe)*	\$20,000	\$23,000	\$25,000	Transitional housing for families in Johnson County experiencing homelessness, including related services and comprehensive case management.
Sunflower House*	\$42,500	\$42,500	\$46,898	Personal safety, education and prevention programs for children and youth. Prevention and education programs for childcare professionals and caregivers, including mandated reporters.
<b>Subtotal</b>	<b>\$371,776</b>	<b>\$372,776</b>	<b>\$410,830</b>	Funds allocated to human service programs serving Johnson County residents.

UCS	\$26,000	\$26,000	\$27,000	Fee for administration of the Human Service Fund.
<b>Total</b>	<b>\$397,776</b>	<b>\$398,276</b>	<b>\$437,830</b>	The 2021 federal poverty level for a family of three is \$21,960.

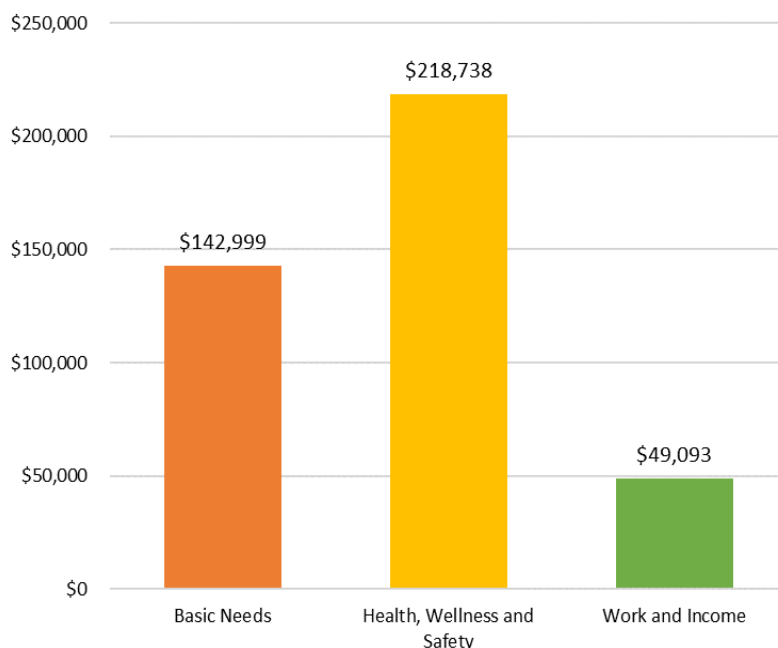
\*Applicants are returning grantees with established programs for which the UCS Board recommends two years of funding. The two-year funding recommendation is contingent on: continued agency performance and timely semi-annual reporting; jurisdiction funding commitment and review; and agency affirmation that it wishes to continue substantially the same program at the same level of funding in calendar year 2023. If all these conditions are met, these grantees may elect to submit a letter of affirmation rather than completing a full HSF application for the 2023 funding cycle. In the alternative, these grantees may submit a full HSF application in 2023.

	HSF Small Grant Applicant	2022 Recommendation	Program Description
<b>HSF Small Grants Program (New in 2022)</b>	Community Center of Shawnee	<b>\$4,500</b>	Food pantry, clothing, and emergency financial assistance for shelter, fuel, utilities, healthcare, and transportation to support basic needs, healthcare access, and employment in Johnson County.
	Gateway to Hope	<b>\$4,500</b>	Sisters of Hope/Hermanas en la Esperanza provides mental and behavioral healthcare to low income, under/uninsured teen girls and women in Johnson County through free and reduced fee services. This program serves primarily low-income Latina and BIPOC teens and women in English and Spanish.
	HopeBuilders	<b>\$4,999</b>	Supports adequate housing and retention of affordable housing stock by providing accessibility modifications and home repair for older adults and individuals living with disabilities in Johnson County.
	Pathway to Hope	<b>\$4,999</b>	Reclamation Clubhouse empowers individuals diagnosed with serious mental illness to secure and maintain stable employment and self-sufficiency through job training, transportation, work tools and attire, and employment support in Johnson County.

Distribution of Human Service Funds by Program Type  
Total Recommended Grants in 2022: \$410,830



Human Service Fund: Funding Recommendations by Program Type



## 2022 Human Service Fund Recommendations

### HSF Small Grants Recommendations

After consultation with and agreement of contributing jurisdictions, 2022 represents the launch of HSF Small Grants. HSF Small Grants are for amounts less than \$5,000 for agencies that are new, growing, or grassroots and working to build their footprint and grant capacity in Johnson County. Like regular HSF applicants, these nonprofits must meet Human Service Fund guidelines (See Appendix B), including funding priorities, eligibility criteria, and reporting requirements. \$18,998 in total funding is recommended for applicants to the HSF Small Grants.

<b>Community Center of Shawnee</b>  \$4,500 Recommendation	Funding is recommended to support transportation assistance and food pantry services to decrease food insecurity and increase self-sufficiency of Johnson County residents as part of the emergency assistance program, which includes food, clothing, holiday meals, school supplies, transportation assistance, and shelter. Community Center of Shawnee serves low-income clients. Transportation is a recognized barrier to employment and healthcare access in Johnson County.
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**2022 Results Projected:** Reduction of food insecurity in Johnson County through the provision of food and increase in transportation supporting employment, employment retention, and access to healthcare by Johnson County residents.

<b>Gateway to Hope</b>  \$4,500 Recommendation	Funding is recommended to subsidize the Sisters of Hope/Hermanas en la Esperanza program, which provides sliding scale and free quality mental health and behavioral healthcare to low income, under- and uninsured women in Johnson County, with an emphasis on Latina women and other women of color. Services are provided in English and Spanish. Access to mental and behavioral healthcare services are an acute need for low-income women in Johnson County.
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**2022 Results Projected:** Increased access to mental health and behavioral healthcare for low-income and under- and uninsured women; reduction of depression and anxiety among clients; increase in work attendance and productivity among clients; and decrease in work absences among clients.

<b>HopeBuilders</b>  \$4,999 Recommendation	Funding is recommended to support home safety, accessibility, and mobility through free home repair, modification, and accessibility projects which support older adults and individuals with disabilities in Johnson County. A recommendation of the 2021 Johnson County Community Housing Study, home modification and repair is an important component of maintaining existing Johnson County housing stock.
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**2022 Results Projected:** Support families in maintaining a safe home environment, reduction in falls reported by clients, increased client mobility and self-sufficiency.

<b>Pathway to Hope</b>  \$4,999 Recommendation	Funding is recommended to support the Reclamation Clubhouse, the local chapter of a national program, which provides a day program and free education and employment training as well as work tools, clothing, and transportation for adults with a diagnosis of serious mental illness to support stable employment and self-sufficiency.
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**2022 Results Projected:** Clients will obtain employment skills resulting in employment; clients will report job satisfaction and will maintain employment.

### HSF Regular Grants Recommendations

<b>CASA of Johnson and Wyandotte Counties</b>  \$50,000 Recommendation	A \$2,000 increase in funding, for a total of \$50,000, is recommended for the Child Advocacy Program, a court-ordered program that serves children from birth to age 18. Most children in the program are those whom a Juvenile Court Judge has determined to be a “Child in Need of Care” due to abuse or neglect by parent or caretaker (commonly placed in foster care). Children may also be referred by a Family Court Judge when child safety and placement are of great concern in a high conflict divorce or separation. In these cases, the judge is determining if the child can reside in a safe placement without having to be placed in state custody (foster care). A trained CASA volunteer advocate regularly meets with the child and focuses on the child’s situation, including safety, mental health, education needs, etc. The volunteer also gathers information from the parents, foster parents, social workers, attorneys, and teachers, then with the CASA supervisor, identifies service needs. CASA submits a report to the judge which includes information about the child’s statements, behavior, and interaction with parents. Court reports support the judge’s critical decisions about where the child should live and what services should be court-ordered.
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**2022 Results Projected:** Children are safe from additional abuse or neglect. Children have a stable adult presence in their lives, and when eligible will complete high school. CASA anticipates serving 494 Johnson County children during 2022.

**Outcomes achieved during 2020:** 351 Johnson County children were served. The presence of a stable adult is a key factor in building resilience from a history of trauma. 98% of children served by CASA had a stable adult presence through their CASA volunteer during their court involvement. While assigned to a CASA advocate, 99% of the children served did not have an additional affirmed or substantiated report of abuse to Kansas Department for Children and Families (DCF). Of the CASA-served youth eligible for graduation, 90% graduated.

CASA is a returning grantee with an established program. Funding is recommended for both 2022 and 2023 at \$50,000/year, contingent on continued grantee performance and timely semi-annual reporting; jurisdiction funding commitment and review; and agency affirmation that it will continue this program at the same level of funding in 2023.

**Catholic  
Charities of  
Northeast  
Kansas**

\$68,500  
Recommendation

Funding is recommended for the Emergency Assistance and Supportive Housing program which operates within two centers in Johnson County. The program provides assistance and strengths-based case management, without regard to religious affiliation, to families living at or below 150% of federal poverty guidelines. Emergency Assistance services include those that meet residents' basic needs such as food, clothing and shelter, as well as financial assistance with prescription medication and medical supplies, utilities, childcare, and transportation. The case management delivery model emphasizes practices to achieve self-sufficiency, including asset development/financial literacy, workforce development and job-seeking assistance, life skills, and referrals to other available community resources.

**2022 Results Projected:** During 2022, the agency anticipates serving 14,012 Johnson County residents with assistance that includes food and/or financial support to maintain housing and utilities. Every client who receives financial assistance will engage in budget coaching and a financial review with their case manager. 75% of clients will attend financial literacy education classes and receive one-on-one coaching according to assessed need and capability.

**Outcomes achieved during 2020:** 13,058 Johnson County residents were served and visits to Catholic Charities for food assistance totaled 51,091, a 20% increase in visits over 2019. Direct financial assistance enabled 940 individuals to maintain safe housing for at least 30 days. 1,044 individuals benefited from utility service assistance which enabled them to sustain utility services for 30 days. All individuals who received direct financial assistance completed a financial assessment with their case manager. 91% of individuals who received financial assistance also attended financial literacy education with one-on-one budget coaching.

Catholic Charities of Northeast Kansas is a returning grantee with an established program. Funding is recommended for both 2022 and 2023 at \$68,500/year, contingent on continued grantee performance and timely semi-annual reporting; jurisdiction funding commitment and review; and agency affirmation that it will continue this program at the same level of funding in 2023.

**El Centro, Inc.**

\$25,000  
Recommendation

A \$2,200 increase in funding, for a total of \$25,000, is recommended for El Centro's Johnson County Family Services Center located in Olathe where a set of safety-net services are provided to low-income and/or under/uninsured Johnson County individuals and families. Services promote self-sufficiency, well-being, and health. Services include economic empowerment (emergency assistance, financial literacy classes, assistance filing taxes), access to healthcare (health navigation and promotion) and policy education.

**2022 Results Projected:** During 2022, El Centro expects to serve 2,700 Johnson County residents at the Olathe office. Results include meeting clients' basic needs (sustain housing and utility services, completion of financial classes), assisting clients with work and income supports (filing taxes, obtaining an Individual Tax Identification Number if needed) and clients leading healthier lives (successful access of community healthcare resources and increased knowledge of chronic disease prevention and healthy consumer behaviors).

**Outcomes achieved during 2020:** 3,248 unduplicated Johnson County residents were served. Due to CARES Act funds, El Centro was able to pass through additional funds to support low-income clients. Clients' basic needs were met: 265 households received utility assistance and were able to maintain utilities for minimum of 30 days; 269 households received rental assistance. 534 individuals completed financial empowerment classes. 51 people were assisted with the process that enabled them to receive an Individual Tax Identification Number and thus file income taxes. 575 individuals were assisted with applying for the Supplemental Nutrition Assistance Program (SNAP) and received benefits; 208 enrolled in KanCare with assistance; 964 were assisted in filing income taxes. El Centro also offered a drive through food pantry, serving over 2,000 individuals in Olathe and implemented educational videos related to health eating, budgeting, voting, the census, and COVID-19 with total view exceeding 36,600 between July-December 2020.

El Centro is a returning grantee with an established program. Funding is recommended for both 2022 and 2023 at \$25,000/year, contingent on continued grantee performance and timely semi-annual reporting; jurisdiction funding commitment and review; and agency affirm that it wishes to continue this program at the same level of funding in 2023.

**FosterAdopt Connect**

\$5,000

Recommendation

Funding is recommended for a new program at FosterAdopt Connect: the Behavioral Intervention Program (BIP). FosterAdopt Connect has received a federal grant to expand this program and HSF funds will provide a portion of the match for the federal grant. BIP uses the Nuerosequential Model of Therapeutics to provide intensive one-on-one in-home services with fostered and adopted children to address behavioral and emotional management to stabilize housing placement, preventing families from experiencing the trauma of disrupted housing placements, and reducing the need for residential in-patient services. BIP is recognized as an effective intervention and the cost of in-home intervention through BIP is significantly less than in-patient treatment and/or disrupting housing placement for children in the program.

**2022 Results Projected:** In 2022, FosterAdopt anticipates serving 30 Johnson County families through over 3,500 hours of intervention to reduce the likelihood of placement disruption for foster and adopted children, reduce risk factors for entry to residential care, enhance household capacity to meet children's needs, and reduce costs to regional care systems.

**Outcomes achieved during 2020:** In 2020, FosterAdopt Connect delivered Family Advocacy Services to 250 children and adults through its Lenexa office. 87% of families developed and maintained an action plan within 30 days of initial contact and 85% of families demonstrated increased access to resources and knowledge through having indirect advocacy needs met within 3 business days.

**Growing Futures Early Education Center**

A \$10,398 increase in funding, for a total of \$19,398, is recommended for Growing Futures' Scholarship Assistance for Wrap Around Care (WAC) Program. WAC complements the Head Start program, providing full-day care and education from 7 a.m. to 5: 30 p.m. 2021 research by The Family Conservancy and Mid-America Regional Council indicates that affordable childcare is an acute need in Johnson County and the surrounding region, with

\$19,398  
Recommendation

1,084 childcare slots permanently lost in Johnson County alone in 2020 due to COVID shutdowns, in order to support return to full-time employment by primary caregivers. Families served by Growing Futures are living at or below federal poverty guidelines. The majority of Growing Futures families speak English as a second language and half of families are single parent households. Through the HSF grant, childcare scholarships help low-income families experiencing financial hardships who are unable to pay their share of childcare fees and who are working or going to school for at least 30 hours per week. Scholarships allow for continuity of early childhood care and education while parents are working or attending school. Growing Futures also provides resources and support for the family to support self-sufficiency including connection to health, nutrition, social services, mental health services, parental education and parenting events.

**2022 Results Projected:** All supported families have income at or below the federal poverty level and require full day childcare to obtain employment and/or complete educational goals; all supported families have been adversely impacted financially during the COVID pandemic. Through the extended WAC program, Growing Futures will provide over 4,500 hours of care for enrolled children, serving an estimated 66 Johnson County residents. With Growing Futures, children will maintain daily attendance, supporting caregivers in maintaining employment and/or education. Families will engage in family counseling and support with Growing Futures, resulting in families achieving at least one large family goal, based upon family determined strengths and needs. Despite the financial hardship of families, children will remain enrolled in the program to ensure they obtain a high quality HeadStart education, which children will demonstrate by achieving kindergarten-readiness as demonstrated by the Child Observation Record scores and Bracken School Readiness Assessment.

**Outcomes achieved during 2020:** 66 Johnson County residents were served through families receiving short term help or fee subsidies which allowed parents to remain working or in school while facing financial challenges. No children left the program due to inability to pay fees. 87% of families took steps toward completion of a large family goal and 87% of children achieved kindergarten readiness.

Growing Futures is a returning grantee with an established program. Funding is recommended for both 2022 and 2023 at \$19,398/year, contingent on continued grantee performance and timely semi-annual reporting; jurisdiction funding commitment and review; and agency affirmation that it will continue this program at the same level of funding in 2023.

**Health Partnership Clinic (HPC)**

\$49,500  
Recommendation

Funding is recommended for primary and preventative medical care, which are provided at Health Partnership Clinic's office in Olathe, a pediatric clinic in Shawnee Mission, and a school-based clinic in Merriam. Funding helps to support a Nurse Practitioner providing care to uninsured patients at the Olathe Clinic. HPC's patients are primarily low-income and the majority are uninsured or publicly-insured. HPC is Johnson County's largest safety-net clinic and only Federally Qualified Health Center; it utilizes a medical home model which emphasizes prevention and health maintenance while providing a broad scope of services including care for patients with chronic diseases. HPC also provides dental and behavioral health services, and works in partnership with homeless shelters, delivering onsite health

care services and case management. Specialty care is provided through a network of providers.

**2022 Results Projected:** Anticipated program results include access to a medical and dental home for low-income and uninsured residents, patients achieve better health outcomes and are satisfied with services they receive, and patients continue to utilize HPC as their health home. During 2022, HPC anticipates serving 9,347 Johnson County residents through 25,125 patient office visits or encounters.

**Outcomes achieved during 2020:** 6,258 Johnson County residents were served through 15,485 patient office visits and/or clinical encounters. Approximately 94% of patients surveyed indicated they were either satisfied or very satisfied with overall care they received as a patient. 49% of hypertensive patients maintained blood pressure below 140/90; 64.7% of diabetic patients achieved HgA1c (blood glucose) level of 9.0 or below.

Health Partnership Clinic is a returning grantee with an established program. Funding is recommended for both 2022 and 2023 at \$49,500/year, contingent on continued grantee performance and timely semi-annual reporting; jurisdiction funding commitment and review; and agency affirmation that it will continue this program at the same level of funding in 2023.

**Hillcrest  
Ministries of  
MidAmerica**

\$10,000  
Recommendation

Funding is recommended for Hillcrest's Transitional Housing – Homeless Youth and Families Program. Transitional housing for homeless youth, up to age 24, families with children, and single adults will be provided in seven apartments located in Overland Park. Hillcrest uses either the U.S. Housing and Urban Development or McKinney-Vento definition of homeless and clients are at or below federal poverty guidelines. The program provides housing and food, case management, budget counseling and connection to community services to address immediate and ongoing needs, such as medical, dental, vision, mental health, substance abuse treatment, employment training, tutoring, and mentoring.

**2022 Results Projected:** 30 homeless children, youth, and adults will be provided transitional housing and achieve at least one goal from their assessment plan. Homeless youth will work toward achieving an education goal and adults will maintain or improve employment.

**Outcomes achieved during 2020:** 30 residents of Johnson County were served through transitional housing and completed individual service assessments. Each client completed at least one achievement goal identified in their individual service assessment. Of those, 3 youth worked toward achieving education goals and 12 adults improved and maintained employment.

Hillcrest Ministries of MidAmerica is a returning grantee with an established program. Funding is recommended for both 2022 and 2023 at \$10,000/year, contingent on continued grantee performance and timely semi-annual reporting; jurisdiction funding commitment and review; and agency affirmation that it will continue this program at the same level of funding in 2023.



<b>Inclusion Connections</b>  \$5,000 Recommendation	<p>A new applicant, funding is recommended for the EmployAbility/PawsAbilities employment program, which provides job training, transportation, job counseling, and wrap around services for low-income young adults with developmental disabilities (IDDs). The EmployAbility/PawsAbilities program is one of several services provided by Inclusion Connections. Inclusion Connections provides both day programs and evening programs for its clients including educational programs, life skills, and entertainment and physical activity-based programs. All programs are low-cost and sliding scale fee for low-income clients.</p> <p>With supportive job training, ongoing transportation assistance, barrier reduction, and client choice to direct employment opportunities, the EmployAbility/ PawsAbilities program supports long-term employment, quality of life, and independence among young adults with IDD and allows caregivers to maintain employment, supporting positive family outcomes. Employment among young adults with IDD nationally is 15%.</p> <p><b>2022 Projected Outcomes:</b> 75% of EmployAbility program participants will obtain employment; 90% of employed clients will maintain employment; and clients will report an increase in quality of life.</p>
<b>Johnson County Interfaith Hospitality Network (JCIHN)</b>  \$9,000 Recommendation	<p>JCIHN provides shelter, meals, transportation and case management for families and single unaccompanied females experiencing homelessness. Area congregations provide shelter and meals on a rotating schedule while JCIHN staff helps families regain self-sufficiency and independence. Human Service Funds are used to provide strengths-based case management which includes assistance with transportation, referrals to other community resources, assistance with budgeting, money management, and job and housing searches. Services are provided by over 3,000 volunteers through partnerships with 40 faith congregations.</p> <p><b>2022 Results Projected:</b> During 2022, the agency expects to serve 40 Johnson County residents with 2,500 days of shelter and case management. Clients completing the program will increase their economic resources, and approximately 50% will move into homes of their own within four months of entering the network. Volunteers will increase their awareness of human service needs in Johnson County.</p> <p><b>Outcomes achieved during 2020:</b> During 2020, 57 Johnson County residents were served. Of those completing the program, 65.5% reported increasing their income by 25% or more while in the program, and 52.5% moved into homes of their own within three months of entering the network. Johnson County residents received 1,656 cumulative days of shelter and strength-based case management.</p> <p>JCIHN is a returning grantee with an established program. Funding is recommended for both 2022 and 2023 at \$9,000/year, contingent on continued grantee performance and timely semi-annual reporting; jurisdiction funding commitment and review; and agency affirmation that it will continue this program at the same level of funding in 2023.</p>

**Kansas Children's Service League (KCSL)**

\$20,340

Recommendation

Funding is recommended for Healthy Families Johnson County, a child abuse prevention program which provides intensive home-based education and family support services to parents who are experiencing extreme stress and are "at-risk" for abuse and neglect. Eligibility is based upon risk factors, not income, however, most of the families are low-income. Participants receive routine at-home visits, case management, referrals to community resources and services, child development and parent education, and linkage to health care services. Parent engagement includes Parent Cafés, parent support groups, and a parent advisory group. Funding is also recommended for the \$540 annual cost of webhosting the Johnson County Early Learning Collaborative, a collaborative of organizations (including KCSL) which serve young children. The website is used to connect caregivers and providers with programs that serve children, and as link to My Resource Connection when other services are needed.

**2022 Results Projected:** During 2022, 250 Johnson County individuals are expected to be served. Anticipated outcomes include: families will not have any substantiated child abuse or neglect while in the program; children will be covered by health insurance and current on immunizations; and, children will have had a developmental screen in the last six months (or are already receiving services for developmental delays).

**Outcomes achieved during 2020:** 259 Johnson County residents were served. 99% of the families served remained free from substantiated abuse and neglect while in the program and 85% of children were up to date on immunizations. 99% of children enrolled for at least six months had health insurance and 90% had a developmental screening.

KCSL is a returning grantee with an established program. Funding is recommended for both 2022 and 2023 at \$20,340/year, contingent on continued grantee performance and timely semi-annual reporting; jurisdiction funding commitment and review; and agency affirmation that it will continue this program at the same level of funding in 2023.

**KidsTLC**

\$17,500

Recommendation

Funding is recommended for KidsTLC Thriving Families program which offers resource referral, parent support groups, and health care navigation to families who face behavioral and mental health issues with their children. The program serves families in the community and families who have children in one of KidsTLC's programs. Eligibility is not based upon income, however, most of the families are low-income (58% of KidsTLC's clients are living below 200% of the Federal Poverty Level). The program serves as the navigation arm for the agency, helping families find mental health/health care, housing and community resources/support. It also provides education and support to Spanish-speaking families. The program is a health navigation resource for schools and participates in Olathe and Shawnee Mission School Districts' IMPACT Olathe and Project Home programs which serve youth and families who are at-risk for homelessness. The goal of Thriving Families is to educate families about health issues, trauma, and raising healthy children; and, to provide health navigation resources so parents can raise healthy children.

**2022 Results Projected:** KidsTLC estimates serving 325 Johnson County residents through this program. Program results include clients will experience increased access to services, barriers to services are reduced, and clients express increased awareness of resources.

**Outcomes achieved during 2020:** Through crisis intervention, housing support, and health

navigation, the Thriving Families program served 185 Johnson County residents as well as 139 (not unduplicated) individuals through the Que Onda Familias educational platform. 45% of clients reported an increase in knowledge of their needs and resources available; 45% reported an increase in self-sufficiency as measured by the Arizona Self-Sufficiency Survey, and families were referred to KidsTLC services, including outpatient, respite care, intensive outpatient, Strengthening Families, Parents as Teachers, CARES parent education, and more.

KidsTLC is a returning grantee with an established program. Funding is recommended for both 2022 and 2023 at \$17,500/year, contingent on continued grantee performance and timely semi-annual reporting; jurisdiction funding commitment and review; and agency affirmation that it will continue this program at the same level of funding in 2023.

**NCircle DBA  
Cultivate, Inc.,**

\$19,696

Recommendation

In 2021, NCircle, a subcontractor of Goodwill of MoKan, replaced Goodwill as the applicant for this Training and Employment Program. Funding is recommended for NCircle's Digital Literacy and College of Trades programs which provide skills training, certification instruction, financial education, job placement, and mentorship for individuals in Johnson County Department of Corrections Adult Residential Center (ARC) and Therapeutic Community, as well as adults on probation upon release from the ARC. In an expansion of this program, NCircle is working with partners and Johnson County Community College to provide college credit courses and community college support for clients. Through these programs, new life skills, employment training, and case management resources will be provided to clients (most of whom return to Johnson County upon completion of sentence/probation period). Program participants demonstrate increased rate of employment, increased income, decreased recidivism, and decreased new charges.

**2022 Results Projected:** NCircle plans to serve 80 Johnson County residents through this program. Participants will increase their workplace skills and digital skills, increase the number of persons with in-demand workforce credentials in Johnson County, and demonstrate a reduction in recidivism and costs to the County.

**Outcomes Achieved in 2020:** Goodwill and NCircle served 88 individuals through 5,430 hours of instruction and case management. Clients of the program earned 71 certificates through the College of Trades program and none of program participants reoffended or committed a new crime since their successful completion of the program.

NCircle is a returning grantee with an established program. Funding is recommended for both 2022 and 2023 at \$19,696/year, contingent on continued grantee performance and timely semi-annual reporting; jurisdiction funding commitment and review; and agency affirmation that it will continue this program at the same level of funding in 2023.

**Safehome**

\$21,000

Recommendation

Safehome provides shelter and other assistance to survivors of domestic violence. For 2022, funding is recommended for case management to support Safehome clients living in its emergency shelter. Safehome clients are provided case management as well as therapy, legal services, hospital advocacy, and a hotline. This is a new program for HSF funding; previously, HSF supported an economic empowerment program focused on financial

literacy, workshops, and employment assistance. Employment assistance and financial literacy will continue to be supported through case management services for shelter clients.

**2022 Results Projected:** Safehome will provide emergency shelter to 77 Johnson County residents. 65% of residents will transition from Safehome after 90 days to permanent housing and remain housed for at least six months; residents will increase financial independence and stability through employment and budgeting; residents will increase their knowledge about domestic violence, create a safety plan, and improve mental health through therapy.

**Outcomes achieved during 2020:** 66 Johnson County residents participated in the economic empowerment program with 67% of clients in shelter for at least 4 weeks completing job interviews and 100% of clients in shelter for more than 12 weeks obtaining a job.

**Salvation Army  
Family Lodge -  
Olathe**

\$25,000

Recommendation

An increase in funding of \$2,000, for a total of \$25,000, is recommended to assist low and very-low income homeless families in Johnson County with food and shelter at the Salvation Army Family Lodge in Olathe. In most cases, the Lodge provides up to 90 days of shelter (with a maximum stay of 180 days in some circumstances). Residents meet weekly with a case manager who utilizes the strengths-based case management model. Classes and/or skill building opportunities include parenting, financial literacy, maintaining employment, housing searches, daily living/life skills, developing a support system, and navigating mainstream resources.

**2022 Results Projected:** In addition to providing safe shelter, outcomes will include families increasing their skills or income, applying for mainstream services (SNAP, TANF, Medicaid, etc.), moving into transitional or permanent housing, and children beginning or continuing to receive daycare services as a work support for guardians. The Family Lodge anticipates serving 150 Johnson County residents.

**Outcomes achieved during 2020:** The Family Lodge provided 24,378 units of service which it defines as “one bed night and/or one meal provided” to 134 Johnson County residents. 96% of families exiting the program moved into transitional or permanent housing. 100% of eligible families applied for and received mainstream services (medical assistance, childcare subsidy, WIC, and SNAP). 91% of participants who successfully completed the program increased their skills or income.

Salvation Army is a returning grantee with an established program. Funding is recommended for both 2022 and 2023 at \$25,000/year, contingent on continued grantee performance and timely semi-annual reporting; jurisdiction funding commitment and review; and agency affirmation that it will continue this program at the same level of funding in 2023.

**Sunflower House**

\$46,898

Recommendation

An increase of \$4,398 is recommended, for a total of \$46,898, in funding to support the Personal Safety Education Program, a child abuse prevention education program. Sunflower House provides child-based education and mandated reporter training free of charge, and this increase helps offset loss of program fees; without grant support, these

programs are not sustainable. The program includes: 1) *Happy Bear*, an interactive drama in Spanish and English for children ages four to seven enrolled in public and private early childhood centers and elementary schools; 2) *Think First and Stay Safe*, a curriculum for grades PreK-5 that reinforces personal and digital boundaries and emphasizes that bullying and sexual abuse are against the law; 3) *E-Safety*, provides middle school students with information about how to protect themselves from online predators, and includes safety topics such as sexting, bullying, child exploitation, and social networking; 4) *Keeping Kids Safe Online*, a workshop for parents and caregivers provided in partnership with the FBI Cyber Crimes Unit; 5) *Stewards of Children*, a child sexual abuse prevention and education training for adults; 6) *Mandated Reporter Training* which teaches attendees to recognize signs of sexual abuse, correct procedures/laws for reporting, and how to handle a child's disclosure; and, 7) *Child Protection Project*, a presentation designed to raise the awareness of child sexual abuse among parents and caregivers, and give them tools needed to be proactive in protecting children.

**2022 Results Projected:** Age-appropriate person safety/abuse education will be provided to children; adults will be educated on child abuse indicators and reporting abuse; youth and adults will increase their knowledge of online crimes against children, including online safety steps and proper reporting. The agency anticipates reaching 15,000 Johnson County residents during 2022.

**Outcomes achieved during 2020:** 14,465 Johnson County residents were served. In post-program surveys, 98% of children indicated they would report unwanted contact, including physical touches and electronic communications. 98% of adults, including those within the special needs community, who were educated on child abuse indicators and reporting abuse, indicated they gained new information and 96% said they would monitor the electronic communications of children more closely.

Sunflower House is a returning grantee with an established program. Funding is recommended for both 2022 and 2023 at \$46,898/year, contingent on continued grantee performance and timely semi-annual reporting; jurisdiction funding commitment and review; and agency affirmation that it will continue this program at the same level of funding in 2023.

## APPENDIX A

### 2022 HUMAN SERVICE FUND PARTICIPATING JURISDICTIONS

JURISDICTION	CONTRIBUTION
Johnson County	\$151,500
De Soto	\$2,880
Edgerton	\$2,500
Gardner	\$6,600
Leawood	\$18,000
Lenexa	\$22,350
Merriam	\$10,000
Mission	\$10,000
Olathe	\$70,000
Overland Park	\$94,000
Prairie Village	\$10,000
Roeland Park	\$6,000
Shawnee	\$30,000
Spring Hill	\$2,000
Westwood	\$2,000
<b>Total from County Government &amp; Cities</b>	<b>\$437,830</b>
UCS Administration	\$27,000
<b>Total Available to Allocate</b>	<b>\$410,830</b>

### 2022 HUMAN SERVICE FUND GRANT REVIEW COMMITTEE

#### UCS Board Members

- Robin Harrold, *Committee Chair*, AdventHealth
- Marshaun Butler, Children's Mercy Kansas City
- Tara S. Eberline, Foulston Siefkin, LLP
- Mickey McCloud, Johnson County Community College
- Vanessa Vaughn-West, Lathrop GPM LLP

#### UCS Council of Advisors

- Hon. Steve Tatum (ret'd), 10<sup>th</sup> Judicial District Court

#### Community Members

- Janet Barrow, WaterOne

Staff support: Christina Ashie Guidry, UCS Director of Resource Allocation

## **APPENDIX B**

### **2022 HUMAN SERVICE FUND GUIDELINES**

The Human Service Fund is a competitive process that awards grants to nonprofit organizations for operating health and human service programs that promote self-sufficiency, well-being and/or personal safety of Johnson County residents who live with income at or near the federal poverty level. Funded programs provide pathways and opportunities for building a healthy community where every resident is empowered to reach their full potential. Components of the safety net investment that are supported by the HSF are: 1) basic needs, 2) work and income supports, and 3) health, wellness and personal safety.

#### **FUNDING PRIORITIES 2022**

Health and human service programs funded by the Human Service Fund must:

- promote self-sufficiency, well-being and/or personal safety of Johnson County residents and fit within safety net investment components of basic needs, education/training, work and income supports, or health.
- offer county-wide services or fill a gap which results in county-wide benefit.
- offer equal access to all clients and prospective clients who could benefit from the program.
- deliver measurable outcomes which benefit county residents and, in the long-term, benefit local governments by avoiding, deferring, or preventing costs that otherwise might be incurred by local government.

Priority is given to programs that:

- address emergency aid and shelter, adequate housing, child/adult abuse, child welfare, health, work support services such as transportation, childcare and early childhood development, and job training.
- serve individuals and/or families with income below or near the federal poverty level.
- demonstrate innovation and/or collaboration in program delivery.
- are consistent with an evidence-based program, best practices or promising practices, or replicate a successful model.
- build the capacity of neighborhoods and local jurisdictions to support equity in the social determinants of health.

#### **ELIGIBILITY**

- Applicants must deliver direct services to Johnson County residents, be recognized by the IRS under section 501(c)(3), provide health and human services programming as their primary mission, and be in good standing in Kansas or Missouri as a nonprofit corporation, i.e. may not be an entity of city or county government.
- Agency must provide most recent IRS form 990 and, if requesting \$5,000 or greater in HSF funds, an independent certified audit of the previous year's financial records, or, if total agency revenues were less than \$250,000, an independent review of financial statements prepared by a Certified Public Accountant. The audit or review must have been completed within nine (9) months of the close of the fiscal year. Upon request, the agency may need to provide additional financial information.
- The applicant complies with Agency Standards.

- Applicant affirms compliance with any applicable nondiscrimination ordinances and/or policies of the municipalities that provide resources to the Human Service Fund.
- Funded program must:
  - promote self-sufficiency, well-being and/or personal safety of Johnson County residents and fit within safety net investment components of basic needs, work and income supports, or health.
  - primarily serve Johnson County, Kansas residents who live with income at or near federal poverty level. However, programs that do not meet this criterion may still be eligible if the program addresses child/adult abuse, and/or leads to the prevention of poverty, and primarily serves Johnson County residents.
  - clearly define and measure outcomes for participants.
  - benefit local governments by avoiding, deferring, or preventing costs that otherwise might be incurred by local government.
  - offer county-wide services or fill a gap which results in county-wide benefit.
  - offer equal access to all clients and prospective clients who could benefit from the program.
- Only one HSF application may be submitted by an agency. Applications will not be accepted for both the HSF and Alcohol Tax Fund (ATF, managed by Drug and Alcoholism Council, a program of UCS) for the same program during the same funding cycle. However, applications may be submitted for both funds by the same agency or department for discrete programs during the same funding cycle. Criteria of discrete programs include, but are not limited to, programs for which expenses are recorded separately for purposes of functional accounting, programs that, if serving a population targeted by another program, serve a distinct need of that population, and/or employ distinct strategies and projected outcomes.
- Applications for substance abuse programs are not accepted and should be directed to the ATF.





United Community Services  
of Johnson County

# ***2022 Human Service Fund (HSF)***

**Westwood City Council Meeting**

**November 11, 2021**

# ***What is the Human Service Fund?***

- A City-County partnership that supports priority health and human services and has been managed by UCS since 1990.
- General tax dollars are awarded to nonprofits which operate vital health and human service programs that meet needs of Johnson County residents who live with income at, below or near federal poverty level.

# ***Human Service Fund Focus***

- Programs that address well-being, personal safety and stability of JoCo residents.
- Programs that fit within safety net investment components of basic needs, work and incomes supports, or health, wellness and personal safety.
- Primary beneficiaries are residents at or below 200% FPL (\$43,920 for a family of 3)
  - ~15% of the population in Johnson County

# ***Human Service Fund Impact***

- Since 1990, over \$6M in funds awarded through HSF and households, jurisdictions, and communities continue to benefit.
- In 2020, jurisdictions committed \$397,776 to HSF.
- In 2020, 15 HSF grantees provided >168,000 units of service provided to > 37,000 individuals in Johnson County
  - >15,000 medical/dental appointments
  - >45,000 meals
  - >5,000 nights of safe shelter

# Human Service Fund Support

JURISDICTION	2021	2022		JURISDICTION	2021	2022
Johnson County	\$141,775	\$151,500		Mission	\$8,300	\$10,000
De Soto	\$2,380	\$2,880		Olathe	\$60,000	\$70,000
Edgerton	\$2,000	\$2,500		Overland Park	\$86,200	\$94,000
Gardner	\$6,600	\$6,600		Prairie Village	\$8,300	\$10,000
Leawood	\$16,500	\$18,000		Roeland Park	\$4,771	\$6,000
Lenexa	\$20,350	\$22,350		Shawnee	\$26,200	\$30,000
Merriam	\$8,300	\$10,000		Spring Hill	\$2,000	\$2,000
				Westwood	\$1,500	\$2,000

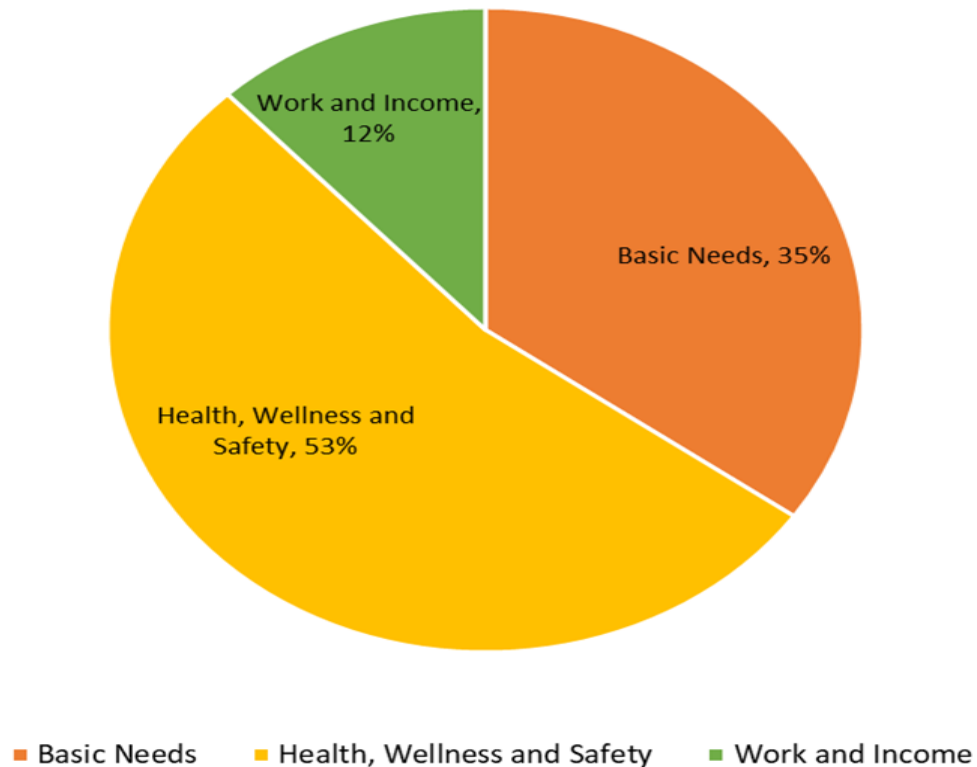
	2021	2022
Total Contributions	\$395,376	\$437,830
Interest	+ 3,000	0
UCS Administration	- <u>26,000</u>	- <u>27,000</u>
Total Allocable Funds	\$372,376	\$410,830

# ***2022 Human Service Fund Recommendations***

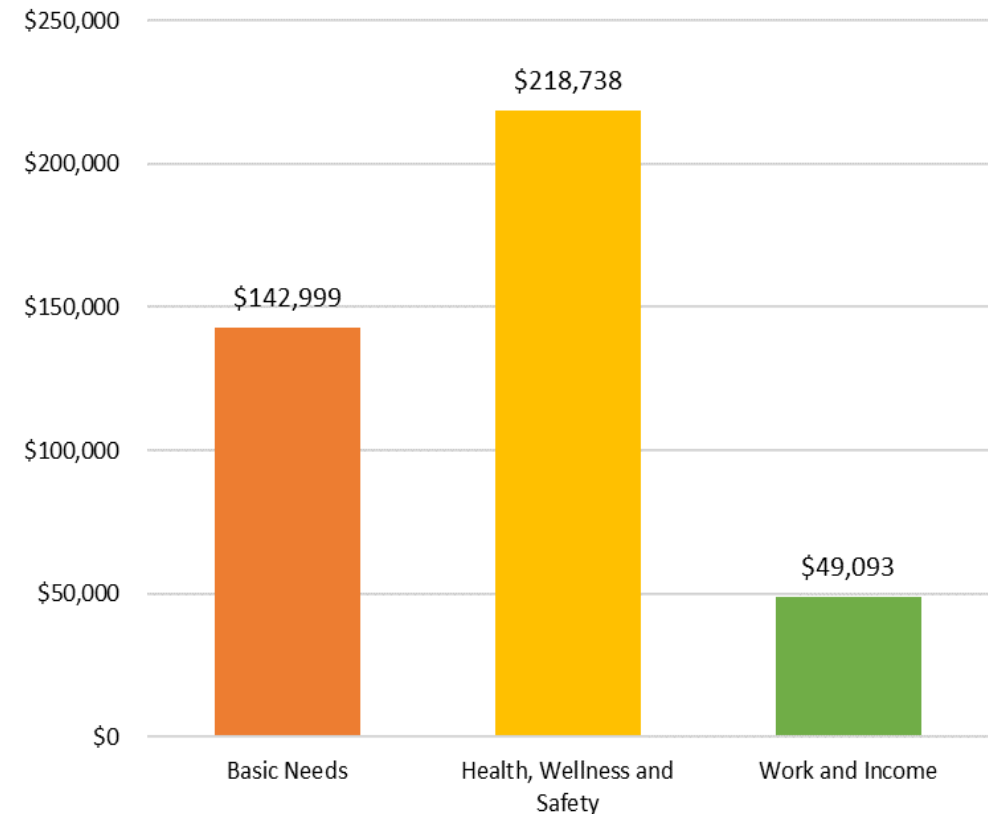
- Small grants: \$18,998 recommended
  - Community Center of Shawnee, Gateway to Hope, HopeBuilders, Pathway to Hope
- Regular grants: \$391,832 recommended
  - 2 year recommendation for returning, established grantees:
    - CASA, Catholic Charities, El Centro, Growing Futures, Health Partnership Clinic, Hillcrest Ministries, JoCo Interfaith Hospitality Network, Kansas Children's Service League, KidsTLC, NCircle, Salvation Army Family Lodge, and Sunflower House
  - 1 year recommendation for new programs/applicants:
    - FosterAdopt Connect, Inclusion Connections, SafeHome

# 2022 Human Service Fund Distribution

Distribution of Human Service Funds by Program Type  
*Total Recommended Grants in 2022: \$410,830*



Human Service Fund: Funding Recommendations  
by Program Type



# Questions?

Thank you!

Christina Ashie Guidry

Director of Resource Allocation

United Community Services of Johnson County

(913) 689-2326 (direct); (913) 438-4764 (office)

[christinag@ucsjoco.org](mailto:christinag@ucsjoco.org)



**PROCLAMATION OF  
2021 WORLD DAY OF REMEMBRANCE FOR ROAD TRAFFIC VICTIMS**

**WHEREAS**, the World Day of Remembrance for Road Traffic Victims is commemorated on the third Sunday of November each year; and

**WHEREAS**, on October 26, 2005, the World Day of Remembrance for Road Traffic Victims was adopted by the United Nations General Assembly as “the appropriate acknowledgement for victims of road traffic crashes and their families”; and

**WHEREAS**, the purpose is “to remember the many millions killed and injured on the world’s roads, together with their families, friends, and many others who are also affected”; and

**WHEREAS**, it is also meant to serve as an opportunity to thank emergency service providers and first responders, and reflect on the tremendous burden and cost of road traffic crashes to families, communities and countries, and on the ways to halt it; and

**WHEREAS**, as a City, we strive to make our streets safe for all road users, including motorists, pedestrians, cyclists, transit users, and those living with limited mobility or disabilities.

**NOW, THEREFORE**, I, David E. Waters, with the support of the Westwood City Council, do hereby proclaim November 21, 2021 to be World Day of Remembrance for Road Traffic Victims in the City of Westwood, Kansas

**PROCLAIMED BY THE MAYOR OF WESTWOOD, KANSAS**

**THIS 11TH DAY OF NOVEMBER, 2021.**

\_\_\_\_\_  
David E. Waters, Mayor

**ATTEST:**

\_\_\_\_\_  
Leslie Herring, City Clerk

**City of Westwood, Kansas  
City Council Meeting  
4700 Rainbow Boulevard  
October 14, 2021 – 6:00 p.m.**

Council Present: David E. Waters, Mayor  
Andrew Buckman, Councilmember  
Jason Hannaman, Councilmember  
Jeff Harris, Council President  
Laura Steele, Councilmember  
Holly Wimer, Councilmember

Council Absent: None

Staff Present: Leslie Herring, CAO/City Clerk  
Curtis Mansell, Police Chief  
Ryan Denk, City Attorney

**Call to Order**

Mayor David E. Waters called the meeting to order at 6:00 p.m. on October 14, 2021. The City Clerk called the roll. A quorum was present. The evening's meeting was held in a hybrid manner, with attendees joining both in person and via Zoom.

**Consider a motion to recess into an executive session for consultation with the City Attorney which would be deemed privileged in the attorney-client relationship**

Motion by Councilmember Harris to recess into an executive session to consult with the City Attorney on a matter subject to attorney-client privilege. Second by Councilmember Steele. Mayor Waters noted the motion would need to be amended to state the Governing Body would conclude the executive session at 7:00 p.m. Motion by Councilmember Harris to recess into an executive session to consult with the City Attorney on a matter subject to attorney-client privilege to be concluded by 7:00 p.m. Second by Councilmember Steele. Motion carried by a 5-0 voice vote.

**Comment on Non-Agenda Items**

No comments were made.

**Presentations**

**Reimagine 47<sup>th</sup> Place Presentation**

Representatives from Yard & Co., TREKK, and BikeWalk KC made a presentation for a Complete Street Plan for 47<sup>th</sup> Place between State Line Road and Rainbow Boulevard. No action was taken and no direction given to staff.

**Approval of City Council Meeting Minutes**

Minutes from the September 9, 2021 City Council Land Use Planning Work Session, September 9, 2021 Council meeting, and October 3, 2021 City Council retreat were included in the agenda packet. Motion by Councilmember Harris to approve the minutes from all three City Council sessions as submitted. Second by Councilmember Steele. Motion carried by a 5-0 voice vote.

### **Treasurer's Report**

The September 2021 Treasurer's Report was included in the meeting packet. No questions or comments were made.

Motion by Councilmember Hannaman to approve Appropriations Ordinance No. 731 as for \$225,682.93. Second by Councilmember Wimer. Mrs. Herring performed a roll call vote, motion carried by a 5-0 vote.

### **City Attorney's Report**

#### **Consider Letter to DIRECTV, LLC Notifying it to Pay Video Service Provider Fee**

DIRECTV, LLC notified the City of Westwood that Southwestern Bell Telephone Company d/b/a AT&T Kansas has transferred its Kansas video service authorization to its affiliate, DIRECTV, LLC, which intends to begin providing video service in Westwood, Kansas on or after July 31, 2021. On September 17, 2021, DIRECTV notified the City that it intends to begin providing video service in Westwood effective September 14, 2021 (included in this meeting packet).

Video service provider agreements are approved via state statute KSA 12-2024. Similar to the agreement the City has with TimeWarner and Google Fiber, which currently provide video services in Westwood, DIRECTV will be asked to pay 5% of their gross receipts to the City as part of their video service provider fee.

Although no formal action is required of the City to collect this video service provider fee, it is in the City's interest and is a best practice among other cities, to send a letter to the video service provider notifying it of its responsibility to pay this 5% fee to the City. A draft of this letter is included in the meeting packet for review and consideration.

Motion by Councilmember Wimer to authorize and direct the Mayor to execute a letter to DIRECTV, LLC directing it to pay 5% of its gross receipts to the City in response to its stated intent to provide video services in Westwood and for City staff to send such letter to DIRECTV, LLC. Second by Councilmember Harris. Motion carried by a 5-0 voice vote.

### **Administrative Report**

Mrs. Herring provided a review of the September 2021 Administrative Report and offered to answer questions.

#### **Consider Executing a Value Lease Agreement with GFI Digital for a Renewed 60-month Copier Lease**

The main copier/printer/scanner used in City Hall and the smaller fax machine/scanner/printer used in the Police Department operate under a single lease agreement with GFI Digital, which was originally executed in September 2011 and then renewed for another five-year term in October 2016. The City's current agreement expires in October 2021 and the City is in a position to either:

- a. Purchase both pieces of equipment from GFI for fair market value;
- b. Renew the agreement with GFI; or
- c. Return the equipment to GFI and pursue an alternate option for the City's scanning, copying, printing, and faxing needs.

Staff has been satisfied with the equipment and service provided by GFI but, in an effort to perform due diligence, solicited pricing from another vendor. Although the pricing between the two companies was

competitive, in an effort to reduce the City's costs, staff successfully negotiated rates and services with GFI that were commensurate with the introductory rate being offered by the other company, Toshiba.

As a result, GFI has presented the City with a five-year lease renewal for new, updated equipment for a monthly lease rate of \$242/month vs. the current/expiring monthly lease rate of \$326. This contract amount also includes an increased number of copies allowed before the City pays for overages as well as a reduced price for each of those copies over the allowable amount. Overall, this lease agreement represents a cost savings to the City from the past five-year agreement and the City will benefit from upgraded, modern equipment.

Motion by Councilmember Harris to authorize the Mayor to sign the Value Lease Agreement with GFI Digital for a new 60-month copier lease, subject to contract review by the City Attorney. Second by Councilmember Hannaman. Motion carried by a 5-0 voice vote.

**Consider Resolution No. 99-2021 Approving Execution of Midwest Public Risk of Missouri Bylaws**

The City of Westwood currently contracts with the Kansas State Employees Health Care Commission (HCC) for inclusion in the Non-State Public Employers (NSPE) portion of the State Employee Health Plan (SEHP) for health, dental and vision insurance for its employees.

Westwood first established a contract with State of Kansas for insurance benefits in 2003. Prior to 2003 insurance benefits was provided by Mid-America Regional Council Insurance Trust (MARCIT) which is now Midwest Public Risk (MPR). The current contract expires December 31, 2021, with an October 1, 2021 renewal/notification deadline for continued participation in the plan, or formal notice to the HCC of intent to withdraw, effective December 31, 2021.

The SEHP runs on a three-year contract cycle, with the City last renewing the agreement in October 2019.

Current Plan: Non-State Public Employers (NSPE) portion of the State Employee Health Plan (SEHP)

**Pros**

- If renewed, relatively hassle-free till 2021
- Call a 1-800 number for questions
- Only uses A+ carriers (BCBS, Aetna, Delta Dental, etc.)
- Cost neutral for WW in regards to the budget
- Includes a wellness program (HealthQuest), and a EAP program

**Cons**

- Must sign up for three year contract
- If opt out Oct 1st, city must wait three years to reapply
- Have no control if costs increase
- Nobody on site for personal counseling (call 1-800#)

Moving to MPR would meet all the identified "pros" and would also satisfactorily address all the "cons".  
MPR:

- a. is based in the Kansas City metro,
- b. has delegated a representative for us to email or call whenever service is needed,
- c. uses major carriers (including Cigna, Delta Dental, and VSP vision),
- d. will save the City money on budgeted employee premiums,

- e. includes a wellness program and EAP program,
- f. does not require any contract with a minimum term, and
- g. allows member cities to manage costs and decisions related to coverage to provide a cost control mechanism.

For all of these reasons, plus the added benefit that employees on the full coverage PPO plan will see a reduction in their cost of the premium and that the City has the ability to contribute more to employee HSAs than the SEHP currently allows, make MPR's plan structure a strategic move for the City. Engaging with MPR for medical coverage will also allow the City to compare costs for other benefits in the future, including life insurance, short-term disability, and accidental death and dismemberment policies, which staff will evaluate in the coming months.

Motion by Councilmember Buckman to approve Resolution No. 99-2021 authorizing execution of the Bylaws of Midwest Public Risk of Missouri and appointing the City Clerk as Member Representative for certain employee insurance benefits. Second by Councilmember Steele. Motion carried by a 5-0 voice vote.

#### **Public Safety Report**

Chief Mansell referred to the September 2021 Public Safety Report and offered to answer questions.

#### **Public Works Report**

The September 2021 Public Works Reports were included in the packet, no questions or comments were made.

#### **Committee Reports**

##### **Administration & Compensation Committee**

Councilmember Hannaman thanked the staff for their work on the medical insurance provider change from Kansas State Employee Health Plan to Midwest Public Risk.

##### **Business & Community Affairs Committee**

Councilmember Buckman noted the new street banners have been installed around the city and thanked Public Works staff for hanging them and to Westwood resident Trish French and her family for designing the banners.

##### **Public Safety Committee**

Councilmember Harris had nothing to report. Councilmember Harris thanked the Public Safety staff for having a presence at City events like Oktoberfest.

##### **Public Works Committee**

Councilmember Steele noted she and City staff met with the Roeland Park Public Works Committee and staff to discuss possible improvements to Mission Road.

##### **Parks & Recreation Committee**

Councilmember Wimer noted Oktoberfest was held on October 9<sup>th</sup> and thanked City staff for their work on planning and running the event. Councilmember Wimer shared that the City received a donation of two cornhole yard games from a Westwood resident to be used for future events. Councilmember Wimer noted the Mayor's Holiday Tree Lighting is scheduled for December 2<sup>nd</sup>.

**Mayor's Report**

Mayor Waters provided an overview of the meetings and events he attended over the past month as Mayor. Mayor Waters noted the Kansas City Urban Land Institute (ULI) will be providing a presentation on a Technical Assistance Panel (TAP) it is in the process of conducting for Westwood; the presentation is scheduled for October 21<sup>st</sup> at 5:30 p.m. Mayor Waters thanked the Westwood Foundation for financially sponsoring the ULI TAP.

**Adjournment**

Motion by Councilmember Steele to adjourn the meeting. Second by Councilmember Hannaman. Motion carried by a 5-0 voice vote. The meeting adjourned at 8:10 pm.

APPROVED: \_\_\_\_\_  
David E. Waters, Mayor

ATTEST: \_\_\_\_\_  
Leslie Herring, City Clerk

**City of Westwood  
Treasurer's Report  
10/31/2021**

1. Balance Sheet by Fund – shows overall ending cash balances for the City by Fund.
  - a. Ending unencumbered cash through 10/31/2021 is \$3,124,544 and remains up from year end by \$748,010.
  - b. Debt Service Fund does show a negative cash balance of \$(87,761), the year-end transfer from CIP and General will provide the funding for the bond payment that was paid this month.
2. Cash Flow – shows beginning cash by fund and associated revenues and expenditures for each fund in a more summarized format.
3. Statement of Operations – General Fund
  - a. Revenue to date received of \$2,652,549 of the total \$2,701,153 budgeted. Overall year to date 2021 revenue is up compared to 2020 by \$368K.
    - i. Taxes – overall up about \$153K from prior year. Ad Valorem taxes are up \$46K from prior year. City and County sales tax revenue is up about \$87K compared to prior, October sales tax revenue is starting to decline from the previously high months. Liquor Tax is up about \$12K, Motor Vehicle up \$4K and Special Assessments up \$4K.
    - ii. Fees and Licenses – up year to date by \$8K, Utility Franchise Fees about equal with the prior year, Pool Fees are up by about \$8K.
    - iii. Building Permits – Remain up this year by \$107K due to the large permit issued last month.
    - iv. Intergovernmental Fees are down by \$7K as compared to last year. Police services are down about \$12K but Public Works services are up \$4K.
    - v. Fines – continue to be at lower levels this year and are down \$22K from prior year.
    - vi. Grants and Donations – the year-to-date number reflects the Federal ARPA - American Rescue Plan Act distribution received in July of \$124,475 and an additional \$740 received in October.
    - vii. Reimbursements – up \$1K as this was broken out into a separate line item this year.
    - viii. Miscellaneous Income – up \$3K due to reimbursements and other income received throughout the year.
  - b. Overall Year to Date Expenditures through October total \$2,003,426, up \$95K compared to the prior year.
    - i. General Overhead total expenditures of \$30,890 for the month. The year-to-date spending is up from the prior year by \$88K. The majority of increase is in the Professional Fees line items as noted in previous months. Building permit reimbursements are also up about \$8K from prior year.
    - ii. Administrative expenditures of \$21,844 for the month, year to date is down \$3K from the prior year.
    - iii. Public Works total expenditures of \$46,022 for the month, to date spending is up by \$24K compared to last year. Increases in Salary and Employee Expenses up \$3K, Professional Fees up \$3K, Utilities up \$3K, Equipment and Maintenance up \$14K.
    - iv. Police expenditures are \$84,434 this month, this is down year to date by \$11K. Decrease in Salary and Benefits \$29K, Professional Fees up by \$17K.
    - v. Parks and Rec expenditures at \$6,067 for the month which is down by \$2K compared to prior year to date.
    - vi. Cancelled Encumbrances and clearing outstanding checks totaling \$12K that is returning cash to the general fund balance.
  - c. Net Receipts Over (Under) Expenditures in the General Fund are \$(15,690) for the month. Year to date through October remains positive receipts over expenditures of \$661,933 which is an increase over the prior year of \$285K.
4. Other Funds – Current Month and Year to Date
  - a. Sales Tax Revenue has come down a bit but still at \$24K for the month, closer to the average through June, July – Sept were higher months.
  - b. CIP – Design Engineering Expenses on 47<sup>th</sup> Street \$5K

- c. Debt Service – GO Bond Principal payment was made in October \$173,206.26
- d. Budget Amendments – we are currently monitoring CIP and Other Funds and expect a budget amendment next month for 2021. There were some design costs that were not originally included in the 2021 budget and without amendment we would be in violation of the certified budget.

I am happy to answer any questions at the meeting or upon request.

Michelle Ryan  
City of Westwood Treasurer





**City of Westwood, Kansas**  
**Balance Sheet by Fund**  
As of October 31, 2021

	General Fund 10/31/2021	Capital Improvements Fund 10/31/2021	Equipment Reserve Fund 10/31/2021	Stormwater Fund 10/31/2021	Special Highway Fund 10/31/2021	Woodside TIF/CID Fund 10/31/2021	Debt Service Fund 10/31/2021	All Funds 10/31/2021
<b>Assets</b>								
Current Assets								
Cash In Bank	1,430,665.76	911,020.35	97,300.00	291,276.79	118,218.51	364,432.88	(87,761.89)	3,125,152.40
Cash In Bank - Bond Fund	35,824.43	0.00	0.00	0.00	0.00	0.00	0.00	35,824.43
Cash In Bank - Woodside Village Acct	9.35	0.00	0.00	0.00	0.00	0.00	0.00	9.35
PayPal - City Account	120.77	0.00	0.00	0.00	0.00	0.00	0.00	120.77
Bill.com Money Out Clearing	191.90	0.00	0.00	0.00	0.00	0.00	0.00	191.90
Total Current Assets	1,466,812.21	911,020.35	97,300.00	291,276.79	118,218.51	364,432.88	(87,761.89)	3,161,298.85
<b>Total Assets</b>	<b>\$ 1,466,812.21</b>	<b>\$ 911,020.35</b>	<b>\$ 97,300.00</b>	<b>\$ 291,276.79</b>	<b>\$ 118,218.51</b>	<b>\$ 364,432.88</b>	<b>\$ (87,761.89)</b>	<b>\$ 3,161,298.85</b>
<b>Liabilities and Fund Balance</b>								
Current Liabilities								
Woodside Village Deposits	9.19	0.00	0.00	0.00	0.00	0.00	0.00	9.19
Refundable Bond Deposits	35,389.99	0.00	0.00	0.00	0.00	0.00	0.00	35,389.99
Great West 457 Payable	1,355.56	0.00	0.00	0.00	0.00	0.00	0.00	1,355.56
Total Current Liabilities	36,754.74	0.00	0.00	0.00	0.00	0.00	0.00	36,754.74
Total Liabilities	36,754.74	0.00	0.00	0.00	0.00	0.00	0.00	36,754.74
Fund Balance								
Fund Balance	768,123.80	850,050.47	125,319.46	175,237.98	56,119.53	275,697.32	125,984.85	2,376,533.41
Fund Balance - Current Year	661,933.67	60,969.88	(28,019.46)	116,038.81	62,098.98	88,735.56	(213,746.74)	748,010.70
Total Fund Balance	1,430,057.47	911,020.35	97,300.00	291,276.79	118,218.51	364,432.88	(87,761.89)	3,124,544.11
<b>Total Liabilities and Fund Balance</b>	<b>\$ 1,466,812.21</b>	<b>\$ 911,020.35</b>	<b>\$ 97,300.00</b>	<b>\$ 291,276.79</b>	<b>\$ 118,218.51</b>	<b>\$ 364,432.88</b>	<b>\$ (87,761.89)</b>	<b>\$ 3,161,298.85</b>

No assurance is provided. Substantially all disclosures omitted.

# City of Westwood, Kansas

## Cash Flow

For the One Month Ended October 31, 2021

	General Fund Month Ending 10/31/2021	Capital Improvements Fund Month Ending 10/31/2021	Equipment Reserve Fund Month Ending 10/31/2021	Stormwater Fund Month Ending 10/31/2021	Special Highway Fund Month Ending 10/31/2021	Woodside TIF/CID Fund Month Ending 10/31/2021	Debt Service Fund Month Ending 10/31/2021	All Funds Month Ending 10/31/2021
<b>Unencumbered Cash, Beginning Period</b>	<b>1,484,727.19</b>	<b>891,238.14</b>	<b>97,747.37</b>	<b>292,304.98</b>	<b>102,794.36</b>	<b>361,558.94</b>	<b>85,261.15</b>	<b>3,315,632.13</b>
<b>Receipts</b>								
Taxes	84,851.68	24,530.97	0.00	0.00	0.00	0.00	183.22	109,565.87
Fees and Licenses	52,108.02	0.00	0.00	0.00	0.00	0.00	0.00	52,108.02
Building Permits	2,406.50	0.00	0.00	0.00	0.00	0.00	0.00	2,406.50
Intergovernmental	24,471.40	0.00	0.00	0.00	0.00	0.00	0.00	24,471.40
Restricted Use	0.00	0.00	0.00	67.50	15,424.15	18,752.08	0.00	34,243.73
Fines	8,381.00	0.00	0.00	0.00	0.00	0.00	0.00	8,381.00
Grants and Donations	740.54	0.00	0.00	0.00	0.00	0.00	0.00	740.54
Miscellaneous	609.60	0.00	0.00	0.00	0.00	0.00	0.00	609.60
<b>Total Receipts</b>	<b>173,568.74</b>	<b>24,530.97</b>	<b>0.00</b>	<b>67.50</b>	<b>15,424.15</b>	<b>18,752.08</b>	<b>183.22</b>	<b>232,526.66</b>
<b>Expenditures</b>								
Salary & Benefits	130,275.36	0.00	0.00	0.00	0.00	0.00	0.00	130,275.36
Employee Expenses	1,225.46	0.00	0.00	0.00	0.00	0.00	0.00	1,225.46
Professional Fees	13,370.00	0.00	0.00	0.00	0.00	0.00	0.00	13,370.00
General Operating Expenses	6,301.91	0.00	0.00	0.00	0.00	0.00	0.00	6,301.91
Utilities	15,228.57	0.00	0.00	0.00	0.00	0.00	0.00	15,228.57
Equipment and Maintenance	14,817.13	0.00	447.37	0.00	0.00	0.00	0.00	15,264.50
Street and Stormwater	0.00	4,748.76	0.00	1,095.69	0.00	0.00	0.00	5,844.45
Park and Events	8,040.57	0.00	0.00	0.00	0.00	0.00	0.00	8,040.57
Miscellaneous	0.00	0.00	0.00	0.00	0.00	15,878.14	173,206.26	189,084.40
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Expenditures</b>	<b>189,259.00</b>	<b>4,748.76</b>	<b>447.37</b>	<b>1,095.69</b>	<b>0.00</b>	<b>15,878.14</b>	<b>173,206.26</b>	<b>384,635.22</b>
Prior Year Cancelled Encumbrances	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Increase / (Decrease) in Payables	(2,724.72)	0.00	0.00	0.00	0.00	0.00	0.00	(2,724.72)
Increase / (Decrease) in Refundable Bond Deposits	500.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00
<b>Unencumbered Cash, End of Period</b>	<b>\$ 1,466,812.21</b>	<b>\$ 911,020.35</b>	<b>\$ 97,300.00</b>	<b>\$ 291,276.79</b>	<b>\$ 118,218.51</b>	<b>\$ 364,432.88</b>	<b>\$ (87,761.89)</b>	<b>\$ 3,161,298.85</b>

No assurance is provided. Substantially all disclosures omitted.

# City of Westwood, Kansas

## Statement of Operations

General Fund

For The One Period and Ten Periods Ended October 31, 2021 and 2020

	Month Ending 10/31/2021	Year To Date 10/31/2021	Year To Date 10/31/2020	Year Ending 12/31/2021	
	Actual	Actual	Prior Year	Current Budget	Over/(Under) Budget
<b>Receipts</b>					
Taxes	\$ 84,851.68	\$ 1,624,599.45	\$ 1,470,975.20	\$ 1,717,803.00	(93,203.55)
Fees and Licenses	52,108.02	387,135.55	379,236.37	474,200.00	(87,064.45)
Building Permits	2,406.50	144,389.80	37,593.05	30,000.00	114,389.80
Intergovernmental	24,471.40	260,419.08	267,876.76	336,100.00	(75,680.92)
Fines	8,381.00	87,965.75	109,805.25	140,000.00	(52,034.25)
Grants and Donations	740.54	125,215.81	43.75	0.00	125,215.81
Reimbursements	0.00	1,101.00	0.00	0.00	1,101.00
Miscellaneous	609.60	21,722.81	18,679.15	3,050.00	18,672.81
Total Receipts	173,568.74	2,652,549.25	2,284,209.53	2,701,153.00	(48,603.75)
<b>Expenditures</b>					
General Overhead					
Salary & Benefits	3,017.89	28,880.35	42,482.47	59,478.00	(30,597.65)
Employee Expenses	0.00	1,877.02	0.00	1,200.00	677.02
Professional Fees	9,083.30	193,398.37	114,079.89	184,716.00	8,682.37
General Operating Expenses	1,965.49	14,022.61	11,003.55	21,630.00	(7,607.39)
Utilities	14,366.93	206,009.74	199,133.64	242,258.00	(36,248.26)
Equipment and Maintenance	356.07	451.11	0.00	0.00	451.11
Street and Stormwater	0.00	370.33	0.00	264,670.00	(264,299.67)
Park and Events	2,100.57	5,125.57	3,832.00	14,750.00	(9,624.43)
Intergovernmental	0.00	15,914.50	7,280.50	0.00	15,914.50
Interfund Transfers	0.00	0.00	0.00	296,730.00	(296,730.00)
Total General Overhead	30,890.25	466,049.60	377,812.05	1,085,432.00	(619,382.40)
Administrative					
Salary & Benefits	21,804.50	223,375.97	223,260.63	286,562.00	(63,186.03)
Employee Expenses	39.96	5,802.63	5,371.38	6,100.00	(297.37)
Professional Fees	0.00	1,460.00	1,291.00	0.00	1,460.00
General Operating Expenses	0.00	18,126.73	22,053.40	18,030.00	96.73
Utilities	0.00	0.00	290.92	0.00	0.00
Park and Events	0.00	221.26	487.35	2,000.00	(1,778.74)
Interfund Transfers	0.00	0.00	0.00	3,000.00	(3,000.00)
Total Administrative	21,844.46	248,986.59	252,754.68	315,692.00	(66,705.41)

No assurance is provided. Substantially all disclosures omitted.

# City of Westwood, Kansas

## Statement of Operations

General Fund

For The One Period and Ten Periods Ended October 31, 2021 and 2020

	Month Ending 10/31/2021	Year To Date 10/31/2021	Year To Date 10/31/2020	Year Ending 12/31/2021	
	Actual	Actual	Prior Year	Current Budget	Over/(Under) Budget
Public Works					
Salary & Benefits	30,728.64	317,978.72	316,140.44	389,236.00	(71,257.28)
Employee Expenses	63.85	3,665.67	2,260.36	6,900.00	(3,234.33)
Professional Fees	700.42	6,645.42	3,415.00	15,000.00	(8,354.58)
General Operating Expenses	803.60	16,172.00	15,623.22	22,050.00	(5,878.00)
Utilities	616.73	11,320.14	8,115.72	23,500.00	(12,179.86)
Equipment and Maintenance	13,109.09	41,671.31	27,488.81	44,000.00	(2,328.69)
Interfund Transfers	0.00	0.00	0.00	40,000.00	(40,000.00)
Total Public Works	46,022.33	397,453.26	373,043.55	540,686.00	(143,232.74)
Police					
Salary & Benefits	74,724.33	754,701.61	784,438.22	1,053,180.00	(298,478.39)
Employee Expenses	1,121.65	11,602.69	10,358.98	26,500.00	(14,897.31)
Professional Fees	3,586.28	49,675.48	32,374.19	65,800.00	(16,124.52)
General Operating Expenses	3,532.82	39,930.24	37,093.22	58,500.00	(18,569.76)
Utilities	160.50	2,292.09	2,582.71	5,000.00	(2,707.91)
Equipment and Maintenance	1,309.32	7,463.65	11,224.37	17,974.00	(10,510.35)
Park and Events	0.00	1,045.08	0.00	0.00	1,045.08
Interfund Transfers	0.00	0.00	0.00	20,000.00	(20,000.00)
Total Police	84,434.90	866,710.84	878,071.69	1,246,954.00	(380,243.16)
Parks & Rec					
Professional Fees	0.00	161.00	0.00	10,000.00	(9,839.00)
General Operating Expenses	0.00	2,452.28	998.15	2,000.00	452.28
Utilities	84.41	10,456.33	17,872.03	31,000.00	(20,543.67)
Equipment and Maintenance	42.65	2,298.67	7,149.93	6,000.00	(3,701.33)
Park and Events	5,940.00	8,857.52	374.74	11,850.00	(2,992.48)
Total Parks & Rec	6,067.06	24,225.80	26,394.85	60,850.00	(36,624.20)
Total Expenditures	189,259.00	2,003,426.09	1,908,076.82	3,249,614.00	(1,246,187.91)
Prior Year Cancelled Encumbrances	0.00	12,810.51	0.00	0.00	12,810.51
<b>Receipts Over (Under) Expenditures</b>	<b>\$ (15,690.26)</b>	<b>\$ 661,933.67</b>	<b>\$ 376,132.71</b>	<b>\$ (548,461.00)</b>	<b>1,210,394.67</b>

No assurance is provided. Substantially all disclosures omitted.

**City of Westwood, Kansas**  
**Statement of Operations**  
Other Funds  
For The One Period Ended October 31, 2021

	Other Funds					
	Capital Improvements Fund Month To Date 10/31/2021 Actual	Equipment Reserve Fund Month To Date 10/31/2021 Actual	Stormwater Fund Month To Date 10/31/2021 Actual	Special Highway Fund Month To Date 10/31/2021 Actual	Woodside TIF/CID Fund Month To Date 10/31/2021 Actual	Debt Service Fund Month To Date 10/31/2021 Actual
<b>Receipts</b>						
Taxes						
Ad Valorem Tax	0.00	0.00	0.00	0.00	0.00	11.75
City Sales & Use Tax - Special	24,530.97	0.00	0.00	0.00	0.00	0.00
Motor Vehicle Tax	0.00	0.00	0.00	0.00	0.00	171.47
Total Taxes	\$ 24,530.97	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 183.22
Restricted Use						
Stormwater Utility Fee	0.00	0.00	67.50	0.00	0.00	0.00
State Hwy Maintenance	0.00	0.00	0.00	3,735.45	0.00	0.00
Special Highway Fund Revenue	0.00	0.00	0.00	11,688.70	0.00	0.00
WV CID-1	0.00	0.00	0.00	0.00	12,663.73	0.00
WV CID-2	0.00	0.00	0.00	0.00	6,088.35	0.00
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00
Total Receipts	24,530.97	0.00	67.50	15,424.15	18,752.08	183.22
<b>Expenditures</b>						
Equipment and Maintenance						
Machinery & Equipment Purchase	0.00	447.37	0.00	0.00	0.00	0.00
Total Equipment and Maintenance	0.00	447.37	0.00	0.00	0.00	0.00
Street and Stormwater						
Capital Improvement Expense	4,748.76	0.00	0.00	0.00	0.00	0.00
Stormwater Expense	0.00	0.00	1,095.69	0.00	0.00	0.00
Total Street and Stormwater	4,748.76	0.00	1,095.69	0.00	0.00	0.00
Miscellaneous						
UMB CID Payment	0.00	0.00	0.00	0.00	15,878.14	0.00
Principal on GO Bond	0.00	0.00	0.00	0.00	0.00	173,206.26
Total Miscellaneous	0.00	0.00	0.00	0.00	15,878.14	173,206.26
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditures	4,748.76	447.37	1,095.69	0.00	15,878.14	173,206.26
<b>Receipts Over (Under) Expenditures</b>	<b>\$ 19,782.21</b>	<b>\$ (447.37)</b>	<b>\$ (1,028.19)</b>	<b>\$ 15,424.15</b>	<b>\$ 2,873.94</b>	<b>\$ (173,023.04)</b>

No assurance is provided. Substantially all disclosures omitted.

**City of Westwood, Kansas**  
**Statement of Operations**  
Other Funds  
For The Ten Periods Ended October 31, 2021

	Other Funds					
	Capital Improvements Fund Year To Date 10/31/2021 Actual	Equipment Reserve Fund Year To Date 10/31/2021 Actual	Stormwater Fund Year To Date 10/31/2021 Actual	Special Highway Fund Year To Date 10/31/2021 Actual	Woodside TIF/CID Fund Year To Date 10/31/2021 Actual	Debt Service Fund Year To Date 10/31/2021 Actual
<b>Receipts</b>						
Taxes						
Ad Valorem Tax	0.00	0.00	0.00	0.00	0.00	15,209.65
City Sales & Use Tax - Special	243,802.27	0.00	0.00	0.00	0.00	0.00
Motor Vehicle Tax	0.00	0.00	0.00	0.00	0.00	1,180.63
Total Taxes	\$ 243,802.27	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 16,390.28
Restricted Use						
Stormwater Utility Fee	0.00	0.00	122,099.16	0.00	0.00	0.00
State Hwy Maintenance	0.00	0.00	0.00	14,809.80	0.00	0.00
Special Highway Fund Revenue	0.00	0.00	0.00	47,642.69	0.00	0.00
WV Ad Valorem Tax	0.00	0.00	0.00	0.00	388,097.08	0.00
WV CID-1	0.00	0.00	0.00	0.00	127,689.26	0.00
WV CID-2	0.00	0.00	0.00	0.00	58,627.45	0.00
Miscellaneous	0.00	0.00	688.78	0.00	0.00	0.00
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00
Total Receipts	243,802.27	0.00	122,787.94	62,452.49	574,413.79	16,390.28
<b>Expenditures</b>						
Equipment and Maintenance						
Repairs & Maint Leaf Truck	0.00	0.00	235.06	0.00	0.00	0.00
Machinery & Equipment Purchase	0.00	28,019.46	0.00	0.00	0.00	0.00
Special Highway Maintenance	0.00	0.00	0.00	353.51	0.00	0.00
Total Equipment and Maintenance	0.00	28,019.46	235.06	353.51	0.00	0.00
Street and Stormwater						
Capital Improvement Expense	182,832.39	0.00	0.00	0.00	0.00	13,337.50
Stormwater Expense	0.00	0.00	2,098.18	0.00	0.00	0.00
Leaf Pickup Expenses	0.00	0.00	4,415.89	0.00	0.00	0.00
Total Street and Stormwater	182,832.39	0.00	6,514.07	0.00	0.00	13,337.50
Miscellaneous						
UMB TIF Payment	0.00	0.00	0.00	0.00	370,652.70	387.00
UMB CID Payment	0.00	0.00	0.00	0.00	115,025.53	0.00
Interest on GO Bond	0.00	0.00	0.00	0.00	0.00	43,206.26
Principal on GO Bond	0.00	0.00	0.00	0.00	0.00	173,206.26
Total Miscellaneous	0.00	0.00	0.00	0.00	485,678.23	216,799.52
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditures	182,832.39	28,019.46	6,749.13	353.51	485,678.23	230,137.02
<b>Receipts Over (Under) Expenditures</b>	<b>\$ 60,969.88</b>	<b>\$ (28,019.46)</b>	<b>\$ 116,038.81</b>	<b>\$ 62,098.98</b>	<b>\$ 88,735.56</b>	<b>\$ (213,746.74)</b>

No assurance is provided. Substantially all disclosures omitted.

City of Westwood, Kansas  
Appropriation Ordinance No. 732

AN ORDINANCE APPROPRIATING CITY EXPENDITURES FOR THE PERIOD OF OCTOBER 1, 2021 - OCTOBER 31, 2021 AND SUMMARIZING SAID EXPENDITURE HEREIN.

	General Month Ending 10/31/2021	Capital Improvements Month Ending 10/31/2021	Equipment Reserve Month Ending 10/31/2021	Stormwater Month Ending 10/31/2021	Special Highway Month Ending 10/31/2021	Woodside TIF/CID Month Ending 10/31/2021	Debt Service Month Ending 10/31/2021	Total All Funds Month Ending 10/31/2021
<b>Expenditures</b>								
Salary & Benefits	130,275.36	0.00	0.00	0.00	0.00	0.00	0.00	130,275.36
Employee Expenses	1,225.46	0.00	0.00	0.00	0.00	0.00	0.00	1,225.46
Professional Fees	13,370.00	0.00	0.00	0.00	0.00	0.00	0.00	13,370.00
General Operating Expenses	6,301.91	0.00	0.00	0.00	0.00	0.00	0.00	6,301.91
Utilities	15,228.57	0.00	0.00	0.00	0.00	0.00	0.00	15,228.57
Equipment and Maintenance	14,817.13	0.00	447.37	0.00	0.00	0.00	0.00	15,264.50
Street and Stormwater	0.00	4,748.76	0.00	1,095.69	0.00	0.00	0.00	5,844.45
Park and Events	8,040.57	0.00	0.00	0.00	0.00	0.00	0.00	8,040.57
Miscellaneous	0.00	0.00	0.00	0.00	0.00	15,878.14	173,206.26	189,084.40
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Expenditures</b>	<b>189,259.00</b>	<b>4,748.76</b>	<b>447.37</b>	<b>1,095.69</b>	<b>0.00</b>	<b>15,878.14</b>	<b>173,206.26</b>	<b>384,635.22</b>

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WESTWOOD, KANSAS:

SECTION 1. The Claims included herein are hereby approved and allowed.

SECTION 2. That the payment of all claims and charges against the respective accounts and funds provided in the budget for the year 2021 are consistent with that budget and are hereby authorized, ratified and approved.

SECTION 3. This Ordinance shall take effect from and after its passage.

ADOPTED this 11th day of November, 2021.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
ATTEST: CITY CLERK

## **COUNCIL ACTION FORM**

Meeting Date: November 11, 2021

Staff Contact: Ryan Denk, City Attorney

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Agenda Item: Consider Resolution No. 100-2021 Authorizing the Execution of a Supplemental Indenture Related to the 2014 CID for Woodside Village

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### **Background / Description of Item**

The City issued Taxable Special Obligation CID Revenue Bonds for the Woodside Village project in 2014, which bonds were purchased by Great Western Bank, the bondowner. The City and Woodside previously entered into a Redevelopment Agreement dated January 12, 2012 which provides for interest on the Series 2014A Bonds to accrue at a rate determined in part by the London Interbank Offered Rate ("LIBOR"). The LIBOR is expected to cease to exist in the near future, and the City, Bondowner, Trustee (UMB Bank), and Developer must implement alternative provisions for calculating the accrual of interest on the Series 2014A Bonds.

### **Staff Comments/Recommendation**

Following negotiations and discussion between the City Attorney, the City's Bond Counsel, Financial Advisor, and Mayor, it is recommended that the City authorize the execution of a Second Supplemental Indenture with respect to the Indenture in order to implement such changes to how interest on the Bonds accrues in coming years.

### ***Suggested Motion***

*I move the City Council approve Resolution No. 100-2021 authorizing the Mayor to execute the Second Supplemental Indenture to the Taxable Special Obligation CID Revenue Bonds, Series 2014A.*



## **RESOLUTION 100-2021**

### **A RESOLUTION AUTHORIZING THE EXECUTION OF A SUPPLEMENTAL INDENTURE WITH REGARD TO THE TAXABLE SPECIAL OBLIGATION COMMUNITY IMPROVEMENT DISTRICT REVENUE BONDS (WOODSIDE VILLAGE CID PROJECT), SERIES 2014A, PREVIOUSLY ISSUED BY THE CITY OF WESTWOOD, KANSAS**

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**WHEREAS**, the City of Westwood, Kansas (the “City”) has previously issued its Taxable Special Obligation Community Improvement District Revenue Bonds (Woodside Village CID Project), Series 2014A (the “Series 2014A Bonds”) pursuant to the terms of that certain Bond Trust Indenture dated as of July 1, 2014 (as supplemented and amended, the “Indenture”), between the City and UMB Bank, N.A. (the “Trustee”); and

**WHEREAS**, Great Western Bank (the “Bondowner”) purchased the Series 2014A Bonds and represents that it is the sole owner of the Series 2014A Bonds; and

**WHEREAS**, the City and Woodside Redevelopment, LLC, a Kansas limited liability company (the “Developer”) previously entered into that certain Woodside Village Redevelopment Agreement dated as of January 12, 2012, as amended and supplemented; and

**WHEREAS**, pursuant to the Indenture, interest on the Series 2014A Bonds accrues at a rate determined in part by the London Interbank Offered Rate (“LIBOR”); and

**WHEREAS**, LIBOR is expected to cease to exist in the near future, and the City, Bondowner, Trustee, and Developer desire to implement alternative provisions for calculating the accrual of interest on the Series 2014A Bonds; and

**WHEREAS**, the City desires to authorize the execution of a Second Supplemental Indenture with respect to the Indenture (the “Second Supplemental Indenture”) in order to implement such changes; and

**WHEREAS**, the City Council of the City (the “Governing Body”) finds and determines that it is desirable to supplement the Indenture by adopting this resolution to permit the execution of the Second Supplemental Indenture for the purposes described herein and take certain other actions in connection with such amendments.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WESTWOOD, KANSAS, AS FOLLOWS:**

**Section 1. Authorization and Approval.** The Second Supplemental Indenture is hereby approved in substantially the form presented to and reviewed by the Governing Body at this meeting (a copy of which shall be filed in the records of the City), and the City is hereby authorized to execute and deliver such document with such changes therein as shall be approved by the officers of the City executing such documents, such officers’ signatures thereon being conclusive evidence of their approval and the City’s approval thereof.

**Section 2. Execution of Documents; Further Authority.** The Mayor (or acting Mayor), City Clerk, and all other appropriate officers and officials of the City are hereby authorized and directed to execute and deliver the Second Supplemental Indenture and such other documents, certificates and

instruments and take any other actions as may be necessary or desirable to carry out and comply with the intent of this Resolution for and on behalf of and as the act and deed of the City.

**Section 3. Effective Date.** This Resolution shall take effect and be in full force immediately upon its adoption by the City.

**ADOPTED BY THE GOVERNING BODY OF THE CITY OF WESTWOOD, KANSAS, ON NOVEMBER 11, 2021.**

(Seal)

By: \_\_\_\_\_  
David E. Waters, Mayor

ATTEST:

\_\_\_\_\_  
Leslie Herring, City Clerk

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Ryan B. Denk, City Attorney

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**CITY OF WESTWOOD, KANSAS**

**AND**

**UMB BANK, N.A.  
As Trustee**

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**SECOND SUPPLEMENTAL BOND TRUST INDENTURE**

**Dated as of November 1, 2021**

---

**Relating to:**

**\$1,000,000  
TAXABLE SPECIAL OBLIGATION  
COMMUNITY IMPROVEMENT DISTRICT REVENUE BONDS  
(WOODSIDE VILLAGE CID PROJECT)  
SERIES 2014A**

**And**

**\$700,000  
TAXABLE SPECIAL OBLIGATION  
COMMUNITY IMPROVEMENT DISTRICT REVENUE BONDS  
(WOODSIDE VILLAGE CID PROJECT)  
SERIES 2014B**

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## **SECOND SUPPLEMENTAL BOND TRUST INDENTURE**

**THIS SECOND SUPPLEMENTAL BOND TRUST INDENTURE** dated as of November 1, 2021 (the “Second Supplemental Indenture”), between the **CITY OF WESTWOOD, KANSAS**, a municipal corporation organized and existing under the laws of the State of Kansas (the “City”), and **UMB BANK, N.A.**, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the State of Kansas, with its designated corporate trust office located in Kansas City, Missouri, as Trustee (the “Trustee”) amends and supplements a Trust Indenture dated as of July 1, 2014 between the City and the Trustee (the “Original Indenture,” collectively referred to herein with all supplements and amendments thereto as the “Indenture”);

**WHEREAS**, the City has previously issued its Taxable Special Obligation Community Improvement District Revenue Bonds (Woodside Village CID Project), Series 2014A (the “Series 2014A Bonds”) pursuant to the terms of the Indenture; and

**WHEREAS**, Great Western Bank (the “Bondowner”) purchased the Series 2014A Bonds and herein represents that it is the sole owner of the Series 2014A Bonds; and

**WHEREAS**, the City and Woodside Redevelopment, LLC, a Kansas limited liability company (the “Developer”) previously entered into that certain Woodside Village Redevelopment Agreement dated as of January 12, 2012, as amended and supplemented; and

**WHEREAS**, pursuant to a First Supplemental Bond Trust Indenture dated as of October 1, 2019, the parties thereto amended certain terms of the Indenture; and

**WHEREAS**, pursuant to the Indenture, interest on the Series 2014A Bonds accrues at a rate determined in part by the London Interbank Offered Rate (“LIBOR”); and

**WHEREAS**, LIBOR is expected to cease to exist in the near future, and the City, Bondowner, Trustee, and Developer desire to implement alternative provisions for calculating the accrual of interest on the Series 2014A Bonds.

**NOW, THEREFORE, THIS SECOND SUPPLEMENTAL BOND TRUST INDENTURE WITNESSETH:**

### **ARTICLE I**

#### **DEFINITIONS; AUTHORITY**

**Section 101. Definitions of Words and Terms.** Except as otherwise defined herein, capitalized terms shall have the meaning set forth in the Original Indenture.

**Section 102. Authority for Second Supplemental Indenture.** This Second Supplemental Indenture is adopted pursuant to the provisions of the Original Indenture, and is supplemental to, and is authorized, executed and delivered in accordance with, **Article XI** of the Original Indenture.

## ARTICLE II

### REPRESENTATIONS AND CONSENTS

**Section 201. Bondowner.** Bondowner hereby represents that it is the sole owner of the entire principal amount of the Series 2014A Bonds. By its execution hereof, Bondowner affirmatively provides its written consent to the execution of this Second Supplemental Indenture by the City and the Trustee.

**Section 202. Developer.** By its execution hereof, Bondowner affirmatively provides its written consent to the execution of this Second Supplemental Indenture by the City and the Trustee.

## ARTICLE III

### AMENDMENTS

#### **Section 301. Amendments.**

(a) The definition of “**Variable Rate**” in Article I of the Indenture is hereby deleted and replaced with the following:

“**Variable Rate**” means (a) for the Series 2014A Bonds an initial interest rate of 4.030% per annum to and including September 1, 2014; and thereafter until December 31, 2021, a monthly adjusted rate calculated by the Trustee on the first Business Day of each month equal to the most recent 90-day LIBOR rate plus 3.80%; and thereafter a monthly adjusted rate calculated by the Trustee on the first Business Day of each month equal to the most recent Three-Month Treasury Bill Rate plus 3.90%; and (b) for the Series 2014B Bonds an initial interest rate of 7.140% per annum to and including September 4, 2029 and thereafter an annually adjusted rate calculated by the Trustee on each September 1st or the preceding Business Day equal to the most recent 5 year United States Treasury rate plus 3.80% .

(b) The following definition of “**Three-Month Treasury Bill Rate**” is hereby added to Article I of the Indenture:

“**Three-Month Treasury Bill Rate**” means the three-month United States treasury bill rate as listed at the St. Louis Missouri Federal Reserve website.

## ARTICLE IV

### MISCELLANEOUS PROVISIONS

**Section 401. Applicability of Original Indenture.** Except as otherwise provided in this Second Supplemental Indenture, the provisions of the Original Indenture are hereby ratified, approved and confirmed and incorporated herein.

**Section 402. Severability.** If any provision of this Second Supplemental Indenture shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction

or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

**Section 403. Execution in Counterparts.** This Second Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 404. Governing Law.** This Second Supplemental Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State of Kansas.

**Section 405. Electronic Transactions.** The parties agree that the transaction described herein may be conducted and related documents may be executed, delivered, and stored by electronic means.

[The remainder of this page intentionally left blank.]

**IN WITNESS WHEREOF**, the City of Westwood, Kansas, has caused this Second Supplemental Indenture to be signed in its name and behalf by its Mayor and the seal of the City to be hereunto affixed and attested by its City Clerk, all as of the date first written above.

**CITY OF WESTWOOD, KANSAS**

By: \_\_\_\_\_  
David E. Waters, Mayor

[SEAL]

ATTEST:

By \_\_\_\_\_  
Leslie Herring, City Clerk

**IN WITNESS WHEREOF**, and to evidence its acceptance of the trusts hereby created, UMB Bank, N.A. has caused this Second Supplemental Indenture to be signed in its name and behalf by its duly authorized officer and attested, all as of the date first above written.

**UMB BANK, N.A.,**  
as Trustee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



## **BONDHOLDER CONSENT**

Pursuant to Article XI of the Original Indenture, Bondholder, as owner of 100% of the principal amount of the Series 2014A Bonds, hereby consents to the execution of the Second Supplemental Indenture.

**GREAT WESTERN BANK**  
as sole Bondholder

By: \_\_\_\_\_  
Name:  
Title:

## **DEVELOPER CONSENT**

Pursuant to Article XI of the Original Indenture, the Developer hereby consents to the execution of the Second Supplemental Indenture.

**WOODSIDE REDEVELOPMENT, LLC**  
a Kansas limited liability company

By: \_\_\_\_\_  
Name:  
Title:



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**FIRST SUPPLEMENTAL BOND TRUST INDENTURE**

**Dated as of October 1, 2019**

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**Between**

**CITY OF WESTWOOD, KANSAS**

**And**

**UMB BANK, N.A.  
as Trustee**

---

**Relating to:**

**\$1,000,000  
TAXABLE SPECIAL OBLIGATION  
COMMUNITY IMPROVEMENT DISTRICT REVENUE BONDS  
(WOODSIDE VILLAGE CID PROJECT)  
SERIES 2014A**

**And**

**\$700,000  
TAXABLE SPECIAL OBLIGATION  
COMMUNITY IMPROVEMENT DISTRICT REVENUE BONDS  
(WOODSIDE VILLAGE CID PROJECT)  
SERIES 2014B**

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## **FIRST SUPPLEMENTAL BOND TRUST INDENTURE**

**THIS FIRST SUPPLEMENTAL BOND TRUST INDENTURE** (the “First Supplemental Indenture”), entered into as of October 1, 2019, between the **CITY OF WESTWOOD, KANSAS**, a municipal corporation of the State of Kansas (the “City”) and **UMB BANK, N.A.**, a national banking association duly organized and existing under the laws of the United States of America and authorized to accept and execute trusts of the character herein set out under the laws of the State of Kansas, and having a corporate trust office located in the City of Kansas City, Missouri, as trustee (the “Trustee”);

### **RECITALS**

**1.** The City is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State of Kansas (the “State”) as a city of the third class.

**2.** The City has the authority to create a community improvement district pursuant to the Kansas Community Improvement District Act, constituting sections K.S.A. 12-6a26 *et seq.*, as amended (the “Act”).

**3.** Pursuant to the Bond Trust Indenture dated as of July 1, 2014 (the “Original Indenture”) between the City and the Trustee, the City has issued its \$1,000,000 Taxable Special Obligation Community Improvement District Revenue Bonds (Woodside Village CID Project), Series 2014A, and \$700,000 Taxable Special Obligation Community Improvement District Revenue Bonds (Woodside Village CID Project), Series 2014B (collectively, the “Bonds”).

**4.** Pursuant to Section 1102 of the Original Indenture, the City and Trustee, with the consent of the sole Bondowner, have agreed to enter into this First Supplemental Indenture to authorize certain modifications to the Original Indenture as set forth herein.

**5.** Pursuant to an Ordinance passed by the governing body of the City on October 10, 2019, the City is authorized to execute and deliver this First Supplemental Indenture for the purposes set forth herein.

### **ARTICLE I**

#### **DEFINITIONS AND RULES OF CONSTRUCTION**

**Section 101. Definitions of Words and Terms.** For all purposes of this First Supplemental Indenture, except as otherwise provided herein or unless the context otherwise requires, the words and terms used in this First Supplemental Indenture shall have the meanings set forth in Section 101 of the Original Indenture. Any words and terms defined herein that modify definitions already contained in the Original Indenture are intended to amend and supplement such definitions contained in the Original Indenture. If any of the definitions defined herein conflict with the definitions already set forth in the Original Indenture, the definitions set forth herein shall take precedence. Any words and terms defined in this First Supplemental Indenture that are not already contained in the Original Indenture are intended to supplement the definitions contained therein.

## ARTICLE II

### AMENDMENT AND SUPPLEMENT OF DEFINITIONS

**Section 201. Amendment of Section 502 of the Original Indenture.** Section 502 of the Original Indenture is hereby deleted in its entirety and amended as set forth below:

**Section 502. Transfer of Moneys in Community Improvement District Fund.** The City covenants and agrees that from and after the delivery of the Bonds and continuing so long as any of the Bonds shall remain Outstanding, it will, no later than the 10<sup>th</sup> day of each month, transfer all of the moneys then held in the Community Improvement District Fund to the Trustee for deposit to the Community Improvement District Fund.

## ARTICLE III

### MISCELLANEOUS PROVISIONS

**Section 301. Applicability of the Original Indenture and this First Supplemental Indenture.** Except as otherwise provided in this First Supplemental Indenture, the provisions of the Original Indenture as amended by the First Supplemental Indenture, are hereby ratified, approved and confirmed and incorporated herein. This First Supplemental Indenture shall be construed as having been authorized, executed and delivered under the provisions of Section 1102 of the Original Indenture.

**Section 302. Severability.** If any provision in this First Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**Section 303. Execution in Counterparts.** This First Supplemental Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

**Section 304. Governing Law.** This First Supplemental Indenture shall be governed exclusively by the applicable laws of the state of Kansas.


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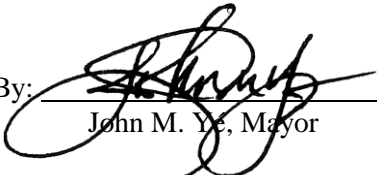
IN WITNESS WHEREOF, the City has caused this First Supplemental Bond Trust Indenture to be duly executed and its seal to be affixed and attested by its duly authorized officers, all as of the day and year first above written.

**CITY OF WESTWOOD, KANSAS**

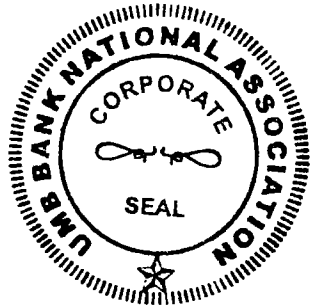


ATTEST:

By:   
Frederick L. Sherman, City Clerk

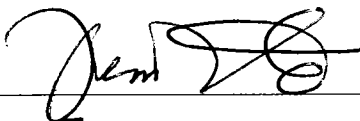
By:   
John M. Ye, Mayor

IN WITNESS WHEREOF, the Trustee has caused this First Supplemental Bond Trust Indenture to be duly executed and its seal to be affixed and attested by its duly authorized officers, all as of the day and year first above written.

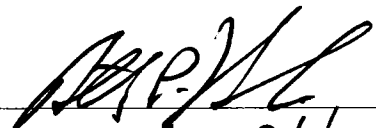


[SEAL]

ATTEST:

By:   
Name: Yvonne B. Duarte  
Title: Asst Secretary

UMB BANK, N.A.,  
as Trustee

By:   
Name: Anthony P. Hawkins  
Title: V.P.




### CONSENT OF OWNER

The undersigned as the registered owner of 100% of the Bonds, hereby consents to the First Supplemental Bond Trust Indenture dated 4s of October 1, 2019, and hereby authorize and direct the Bond Trustee to execute and deliver the same.

Dated: October 1, 2019

GREAT WESTERN BANK

By: 

Name: Ryan O'Hara

Title: Senior Commercial Lender

---

**BOND TRUST INDENTURE**

**Dated as of July 1, 2014**

**Between**

**CITY OF WESTWOOD, KANSAS**

**And**

**UMB BANK, N.A.  
as Trustee**

**Relating to:**

**\$1,000,000  
TAXABLE SPECIAL OBLIGATION  
COMMUNITY IMPROVEMENT DISTRICT REVENUE BONDS  
(WOODSIDE VILLAGE CID PROJECT)  
SERIES 2014A**

**And**

**\$700,000  
TAXABLE SPECIAL OBLIGATION  
COMMUNITY IMPROVEMENT DISTRICT REVENUE BONDS  
(WOODSIDE VILLAGE CID PROJECT)  
SERIES 2014B**

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## **BOND TRUST INDENTURE**

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## **BOND TRUST INDENTURE**

**THIS BOND TRUST INDENTURE** (the "Indenture"), entered into as of July 1, 2014, between the **CITY OF WESTWOOD, KANSAS**, a municipal corporation of the State of Kansas (the "City") and **UMB BANK, N.A.**, a national banking association duly organized and existing under the laws of the United States of America and authorized to accept and execute trusts of the character herein set out under the laws of the State of Kansas, and having a corporate trust office located in the City of Kansas City, Missouri, as trustee (the "Trustee");

### **RECITALS**

1. The City is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State of Kansas (the "State") as a city of the third class.
2. The City has the authority to create a community improvement district pursuant to the Kansas Community Improvement District Act, constituting sections K.S.A. 12-6a26 *et seq.*, as amended (the "Act").
3. The City created the a Community Improvement District by the adoption of Ordinance No. 924 on December 20, 2011 (the "Community Improvement District") consisting of certain real property generally located at the Northeast and Southeast corners of Rainbow Boulevard and West 47<sup>th</sup> Place in the City for the purpose of financing various CID Project Costs (as hereinafter defined) (the "CID Project") ; and
4. On June 12, 2014, the City adopted Ordinance No. 950 (the "Ordinance") authorizing the issuance of its Taxable Special Obligation Community Improvement District Revenue Bonds (Woodside Village CID Project) (the "Bonds"), in the maximum aggregate principal amount of \$1,700,000 to pay a portion of the CID Project Costs (as hereinafter defined), to pay capitalized interest on the Bonds, fund a debt service reserve fund and pay the costs of issuing the Bonds.
5. Pursuant to the Ordinance the City is authorized to execute and deliver this Indenture for the purpose of issuing and securing the Bonds as hereinafter provided.

### **GRANTING CLAUSES**

To determine the terms and conditions upon which Bonds are to be authenticated, issued and delivered and to secure the payment of all of the Bonds issued and Outstanding under this Indenture from time to time according to their tenor and effect and to secure the performance and observance by the City of all the covenants, agreements and conditions contained in this Indenture and in the Bonds, and in consideration of the promises, the acceptance by the Trustee of the trusts created by this Indenture, and the purchase and acceptance of the Bonds by the Bondowners, the City hereby transfers in trust, pledges and assigns to the Trustee, and hereby grants a security interest to the Trustee in, the property described in paragraphs (a), (b) and (c) below (said property referred to herein as the "Trust Estate"):

- (a) All moneys and securities from time to time held by the Trustee under the terms of this Indenture; and
- (b) CID Revenues; and

(c) Any and all other property (real, personal or mixed) of every kind and nature from time to time, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security under this Indenture by the City or by anyone in its behalf or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

The Trustee shall hold in trust and administer the Trust Estate, upon the terms and conditions set forth in this Indenture for the equal and pro rata benefit and security of each and every Bondowner, without preference, priority or distinction as to participation in the lieu, benefit and protection of this Indenture of one Bond over or from the others, except as otherwise expressly provided herein.

**NOW, THEREFORE,** the City covenants and agrees with the Trustee, for the equal and proportionate benefit of the respective Bondowners, that all Bonds are to be issued, authenticated and delivered and the Trust Estate is to be held and applied by the Trustee, subject to the further covenants, conditions and trusts hereinafter set forth, as follows:

## **ARTICLE I**

### **DEFINITIONS AND RULES OF CONSTRUCTION**

**Section 101. Definitions of Words and Terms.** In addition to words and terms defined elsewhere in this Indenture, the following capitalized words and terms as used in this Indenture shall have the following meanings:

**“Accredited Investor”** has the meaning set forth in Regulation D promulgated by the Securities and Exchange Commission under the Securities Act of 1933, as amended from time to time.

**“Additional Bonds”** means any additional Bonds issued by the City pursuant to **Section 701**.

**“Authorized Denominations”** means initially \$100,000 or any integral multiple of \$1,000 in excess thereof.

**“Authorized Developer Representative”** means Blair Tanner and such other person or persons at the time designated to act on behalf of the Developer in matters relating to this Indenture as evidenced by a written certificate furnished to the City and the Trustee containing the specimen signature of such person or persons and signed on behalf of the Developer by Blair Tanner.

**“Authorized Issuer Representative”** means the Mayor or the City Clerk or such other person at the time designated to act on behalf of the City as evidenced by written certificate furnished to the Developer and the Trustee containing the specimen signature of such person and signed on behalf of the City by its Mayor. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized Issuer Representative.

**“Bond Counsel”** means Gilmore & Bell, P.C., or other firm of nationally recognized bond counsel.

**“Bond Proceeds Account”** means the account by that name created in **Section 401**, to be held within the Debt Service Reserve Fund.



**“Bond Register”** means the books for the registration, transfer and exchange of the Bonds kept at the office of the Trustee.

**“Bond Purchaser”** means initially Great Western Bank.

**“Bondowner”** has the same meaning as “Registered Bondowner.”

**“Bonds”** means the Series 2014 Bonds and any Additional Bonds authorized and issued pursuant to this Indenture.

**“Business Day”** means a day other than a Saturday, Sunday or holiday on which the Trustee is scheduled in the normal course of its operations to be open to the public for conduct of its banking operations.

**“Certification of Expenditures”** means those CID Project Costs approved by the City in accordance with the Redevelopment Agreement.

**“CID Project Costs”** means those costs as defined in the Act, that may be paid through Community Improvement District financing and which the City has agreed to pay as eligible expenses under the Redevelopment Agreement.

**“CID Revenues”** means the revenues received by the City from the 1.1% CID Sales Tax within the Community Improvement District.

**“City”** means the City of Westwood, Kansas, and any successors or assigns.

**“Closing Date”** means the date the City issues and delivers the Bond to the Purchaser.

**“Community Improvement District Fund”** means the fund by that name ratified and confirmed by **Section 401** hereof.

**“Compliance Costs”** means fees and expenses relating to compliance with federal tax law, state or federal securities laws, and other costs or expenses of carrying or repaying the Bonds.

**“Costs of Issuance”** means all costs of issuing the Bonds, including all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, all expenses incurred in connection with receiving ratings on the Bonds, and any premiums or expenses incurred in obtaining municipal bond insurance on the Bonds.

**“Costs of Issuance Fund”** means the account by that name created by **Section 401** hereof.

**“Debt Service Fund”** means the account by that name created by **Section 401** hereof.

**“Debt Service Requirements”** means (a) with respect to any Series 2014 Bonds for any period of time for which calculated, the aggregate of the payments to be made during such period in respect of principal (whether at maturity or otherwise) and interest on such Series 2014 Bonds; provided that such payments are excluded from Debt Service Requirements to the extent that cash or non-callable Government Obligations are on deposit in an irrevocable escrow or trust account in accordance with **Section 1201** hereof and such amounts (including, where appropriate, the earnings or other increment to

accrue thereon) are required to be applied to pay principal or interest and are sufficient to pay such principal or interest; and (b) with respect to any Additional Bonds for any period of time for which calculated, the aggregate of the principal (whether at maturity or otherwise) and interest on such Bonds; provided that such payments are excluded from Debt Service Requirements to the extent that cash or non-callable Government Obligations are on deposit in an irrevocable escrow or trust account in accordance with **Section 1201** hereof and such amounts (including, where appropriate, the earnings or other increment to accrue thereon) are required to be applied to pay such principal or interest and are sufficient to pay such principal or interest; and provided, further, that the Debt Service Requirements for any Additional Bonds which are not serial bonds and which are not subject to mandatory sinking fund redemption shall be the amounts, as set forth in a certificate of the underwriter of such Additional Bonds delivered to the Trustee and the City, which shall achieve annual substantially level debt service (including both principal and interest) for all remaining periods ending each year on September 1 (commencing on the first September 1 occurring at least 6 months after the proposed date of issuance of Additional Bonds) through and including the maturity date thereof, and to the extent such annual level debt service cannot be exactly achieved due to the Authorized Denomination of the Additional Bonds of such maturity, such annual level debt service shall be achieved by rounding down all principal amounts to the next \$5,000 denomination or any integral multiple thereof and rounding up the last principal payment.

**“Debt Service Reserve Fund”** means the fund by that name created in **Section 401** hereof.

**“Debt Service Reserve Requirement”** means, collectively, (i) the amount of \$170,000 to be deposited in the Debt Service Reserve Fund on the date of issuance of the Series 2014 Bonds, plus (ii) with respect to any Additional Bonds, the amounts, specified in the Supplemental Indenture authorizing the Additional Bonds, of the least of (1) 10% of the stated principal amount of the Additional Bonds, (2) the maximum annual principal and interest requirements on the Additional Bonds, or (3) 125% of the average annual principal and interest requirements on the Additional Bonds (the amounts in clauses (2) and (3) to be determined as of the issue date of the Additional Bonds), to be deposited on the date of issuance of the Additional Bonds in the Debt Service Fund.

**“Defaulted Interest”** means interest on any Bond that is payable but not paid on any Interest Payment Date.

**“Developer”** means Woodside Redevelopment, Inc., a Kansas corporation, and its successors and assigns.

**“Event of Default”** means any event or occurrence as defined in **Section 901** hereof.

**“Excess CID Revenues”** means the CID Revenues in the Community Improvement District Fund after application of the CID Revenues pursuant to subsection (a) through (e) of **Section 503**.

**“Financing Documents”** means this Indenture, the Bonds, the Redevelopment Agreement, any and all other documents or instruments that evidence or are a part of the transactions referred to in this Indenture, or the Redevelopment Agreement, or contemplated by this Indenture or the Redevelopment Agreement; and any and all future renewals and extensions or restatements of, or amendments or supplements to, any of the foregoing; provided, however, that when the words “Financing Documents” are used in the context of the authorization, execution, delivery, approval or performance of Financing Documents by a particular party, the same shall mean only those Financing Documents that provide for or contemplate authorization, execution, delivery, approval or performance by such party.

**“Government Obligations”** means direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America and backed by the full faith and credit thereof.

**“Indenture”** means this Bond Trust Indenture as originally executed by the City and the Trustee, as from time to time amended and supplemented by Supplemental Indentures in accordance with the provisions of this Indenture.

**“Interest Payment Date”** means each March 1 and September 1, commencing September 1, 2014.

**“Make Whole Price”** shall be calculated in accordance with **Exhibit F** attached hereto and incorporated herein by reference.

**“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 at a call for redemption or otherwise.

**“Officer's Certificate”** means a written certificate of the Developer, substantially in the form described in **Section 1401** hereof signed by the Authorized Developer Representative, which certificate shall be deemed to constitute a representation of, and shall be binding upon, the Developer with respect to matters set forth therein.

**“Opinion of Bond Counsel”** means a written opinion of any legal counsel acceptable to the City and the Trustee who shall be nationally recognized as expert in matters pertaining to the validity of obligations of governmental issuers and the exemption from federal income taxation of interest on such obligations.

**“Opinion of Counsel”** means a written opinion in the form described in **Section 1401** hereof of any legal counsel acceptable to the recipients thereof, who may be an employee of or counsel to the City, the Developer or the Trustee.

**“Outstanding”** means, when used with respect to Bonds, as of any particular date, the Bonds theretofore issued and delivered under this Indenture, except

- (a) Bonds theretofore cancelled by the Trustee or delivered to the Trustee for cancellation;
- (b) Bonds deemed to be paid in accordance with the provisions of **Section 1201** hereof; and
- (c) Bonds in exchange for or in lieu of which other Bonds have been registered and delivered hereunder.

**“Paying Agent”** means the Trustee and any other commercial bank or trust institution organized under the laws of any state of the United States of America or any national banking association designated pursuant to this Indenture or any Supplemental Indenture as paying agent for any series of Bonds at which the principal of, redemption premium, if any, and interest on such Bonds shall be payable.

**“Permitted Investments”** means any of the following securities and obligations, if and to the extent the same are at the time legal for investment of the City's moneys held in the funds and accounts referred to in **Section 401** hereof:

- (a) Government Obligations;
- (b) bonds or other obligations of the State of Kansas, or any political subdivision of the State of Kansas, that at the time of their purchase are rated in either of the two highest rating categories by a nationally recognized rating service;
- (c) repurchase agreements with any bank, bank holding company, savings and loan association, trust company, or other financial institution organized under the laws of the United States or any state (including the Trustee and its affiliates), that are continuously and fully secured by any one or more of the securities described in clause (a) or (b) above and have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such repurchase agreement and are held in a custodial or trust account for the benefit of the City;
- (d) obligations of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks, Farmers Home Administration and Federal Home Loan Mortgage Corporation;
- (e) certificates of deposit, time deposits or other deposits, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of the United States or any state (including the Trustee and its affiliates), provided that such certificates of deposit or time deposits shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a), (b) or (d), which shall have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such certificates of deposit or time deposits;
- (f) money market mutual funds rated “AAAm” or “AAAm-G” or better by Standard and Poor’s and which invest in securities as are described above in (a), (b) or (d).
- (g) any other securities or investments that are lawful for the investment of moneys held in such funds or accounts under the laws of the State of Kansas.

**“Placement Agent”** means UMB Bank, N.A., Kansas City, Missouri.

**“Principal Payment Date”** means each date on which the principal of any Bonds is payable.

**“Project Fund”** means the account by that name created in **Section 401**.

**“Qualified Institutional Buyer”** has the meaning set forth in Rule 144A of the Securities and Exchange Commission as amended from time to time.

**“Record Date”** for the interest payable on any Interest Payment Date means the 15th day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

**“Redemption Account”** means the account by that name created in **Section 401**, to be held within the Debt Service Fund.

**“Redemption Date”** when used with respect to any Bond to be redeemed means the date fixed for such redemption pursuant to the terms of this Indenture.

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

**“Redevelopment Agreement”** means the Development Agreement for the Redevelopment District dated as of January 12, 2012, between Woodside Redevelopment, Inc., a Kansas corporation, and the City, as amended and supplemented from time to time.

**“Registered Bondowner”** or **“Bondowner”** when used with respect to any Bond means the person in whose name such Bond is registered on the Bond Register.

**“Series 2014 Bonds”** means the City's \$1,000,000 Taxable Special Obligation Community Improvement District Revenue Bonds (Woodside Village CID Project), Series 2014A and \$700,000 Taxable Special Obligation Community Improvement District Revenue Bonds (Woodside Village CID Project), Series 2014B.

**“Series 2014A Bonds”** means the City's \$1,000,000 Taxable Special Obligation Community Improvement District Revenue Bonds (Woodside Village CID Project), Series 2014A.

**“Series 2014B Bonds”** means the City's \$700,000 Taxable Special Obligation Community Improvement District Revenue Bonds (Woodside Village CID Project), Series 2014B.

**“State”** means the State of Kansas.

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

**“Supplemental Indenture”** means any indenture supplemental or amendatory to this Indenture entered into by the City and the Trustee pursuant to **Article XI** of this Indenture.

**“Treasurer”** means the duly appointed and acting Treasurer of the City or, in the Treasurer's absence, the duly appointed Deputy or acting Treasurer of the City.

**“Trust Estate”** means the Trust Estate described in the Granting Clauses of this Indenture.

**“Trustee”** means UMB Bank, N.A., Kansas City, Missouri, in its capacity as trustee hereunder, and its successors or successors and any other corporation or association which at any time may be substituted in its place pursuant to and at the time serving as trustee under this Indenture.

**“Value”** as of any particular time of determination, means, (a) with respect to cash the face value thereof and (b) with respect to any investments, the lower of the cost of the investment or the market price of the investment on the date of valuation.

**“Variable Rate”** means for the Series 2014A Bonds an initial interest rate of 4.030% per annum to and including September 1, 2014 and thereafter a monthly adjusted rate calculated by the Trustee on the first Business Day of each month equal to the most recent 90-day LIBOR rate plus 3.80% and for the Series 2014B Bonds an initial interest rate of 7.140% per annum to and including September 4, 2029 and thereafter

an annually adjusted rate calculated by the Trustee on each September 1<sup>st</sup> or the preceding Business Day equal to the most recent 5 year United States Treasury rate plus 3.80% .

## **Section 102. Rules of Construction.**

For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Words importing the singular number shall include the plural and vice versa and words importing person shall include firms, partnerships, associations, corporations, limited liability companies, public bodies, and natural persons.

(c) The table of contents hereto and the headings and captions herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Indenture.

(d) Terms used in an accounting context and not otherwise defined shall have the meaning ascribed to them by generally accepted principles of accounting.

(e) Whenever an item or items are listed after the word “including,” such listing is not intended to be a listing that excludes items not listed.

## **ARTICLE II**

### **AUTHORIZATION OF BONDS**

#### **Section 201. Authorization, Issuance and Terms of Bonds.**

(a) *Authorized Amount of Bonds.* The City may issue Bonds in one or more series from time to time under this Indenture, but subject to provisions of this Indenture and any Supplemental Indenture authorizing a series of Bonds. No Bonds may be issued under this Indenture except in accordance with the provisions of this Article. The total original principal amount of the Series 2014 Bonds shall be \$1,700,000. The several series of Bonds may differ as between series in any respect not in conflict with the provisions of this Indenture and as may be prescribed in the Supplemental Indenture authorizing such series.

(b) *Title of Bonds.* The general title of all series of Bonds authorized to be issued under this Indenture shall be “Taxable Special Obligation Community Improvement District Revenue Bonds (Woodside Village CID Project)” with such appropriate series designation added to or incorporated in the title for the Bonds of any series as the City may determine.

(c) *Form of Bonds.* 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 B** 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.*



(d) *Denominations.* The Bonds shall be issuable as fully registered Bonds in Authorized Denominations.

(e) *Numbering.* Unless the City directs otherwise, the Bonds of each series shall be numbered from R-1 upward.

(f) *Dating.* The Series 2014 Bonds shall be dated as of the date of issuance. Additional Bonds shall be dated as set forth in the applicable Supplemental Indenture.

## **Section 202. Description of the Series 2014 Bonds.**

(a) The Series 2014 Bonds are authorized and issued pursuant to the Ordinance, and are issued under and secured by this Indenture in an aggregate principal amount of \$1,700,000, for the purpose of paying a portion of the CID Project Costs, as provided in this Indenture, paying capitalized interest on the Series 2014 Bonds, funding a debt service reserve fund and paying the costs of issuance of the Series 2014 Bonds.

(b) The Series 2014 Bonds shall be issued as two term bonds and become due in the principal amount, on the Stated Maturity, and subject to redemption and payment, prior to its Stated Maturity as provided in **Article III** hereof shall bear interest at the rate per annum as follows:

### **Series 2014A Bond**

<u><b>Maturity</b></u>	<u><b>Principal Amount</b></u>	<u><b>Interest Rate</b></u>
September 1, 2035	\$1,000,000	Variable Rate

### **Series 2014B Bond**

<u><b>Maturity</b></u>	<u><b>Principal Amount</b></u>	<u><b>Interest Rate</b></u>
September 1, 2035	\$700,000	Variable

The Series 2014 Bonds shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in **Section 203** hereof.

(c) The Series 2014 Bonds shall be executed substantially in the form and manner set forth in **Exhibit B** and delivered to the Trustee for authentication. When the Series 2014 Bonds have been executed and authenticated as required by this Indenture and the Trustee has received payment in full of the purchase price of the Series 2014 Bonds, then the Trustee shall deliver the Series 2014 Bonds to or upon the order of the Purchaser.

**Section 203. 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 of, Redemption Price or interest payable on each Bond on any Interest Payment Date or Maturity shall be paid to the Bondowner 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 Trustee to the address of

such Bondowner shown on the Bond Register or at such other address as is furnished to the Trustee in writing by such Bondowner or (b) in the case of any payment to the Securities Depository or any Bondowner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Bondowner upon written notice given to the Trustee by such Bondowner, not less than 5 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank (which shall be in the continental United States), ABA routing number and account number to which such Bondowner 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 Bondowner of such Bond on the relevant Record Date and shall be payable to the Bondowner 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 City shall notify the Trustee 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 Trustee) and shall deposit with the Trustee 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 Trustee for such deposit prior to the date of the proposed payment. Following receipt of such funds the Trustee 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 Trustee shall promptly notify the City of such Special Record Date and, in the name and at the expense of the City, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Bondowner of a Bond entitled to such notice at the address of such Bondowner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

The Trustee 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 City.

**Section 204. Payments Due on Saturdays, Sundays and Holidays.** In any case where a Interest Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Interest Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Interest Payment Date, and no interest shall accrue for the period after such Interest Payment Date.

**Section 205. Registration, Transfer and Exchange of Bonds.** The City 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 Trustee as herein provided. Each Bond when issued shall be registered in the name of the Bondowner 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 corporate trust office of the Trustee, the Trustee 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.

The Bonds may be transferred only in denominations of **\$100,000** or more. The Bonds shall be transferable by the Purchaser or subsequent transferees only upon prior delivery to the Trustee of an Investment Letter in substantially the form of **Exhibit E** hereto, signed by the transferee, stating that (i) the transferee is (a) an "accredited investor" as defined in Rule 501 of Regulation D of the Securities and Exchange Commission (the "SEC") or (b) a Qualified Institutional Buyer, (ii) the transferee is purchasing the Bonds for its own account for investment and with no present intention of selling or transferring the



Bonds, (iii) the transferee has been provided with or given access to all financial and other information requested relating to the Bonds or which it deems material in connection with the purchase of Bonds, (iv) the transferee considers that it has such knowledge and experience in financial and business matters, including the purchase of tax-exempt obligations, as to be independently capable of evaluating the merits and risks of investment in the Bonds and to make an informed decision with respect thereto, and (v) the transferee understands that the Bonds are subject to all terms and conditions of this Indenture.

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 Trustee, duly executed by the Bondowner thereof or by the Bondowner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Trustee shall authenticate and deliver Bonds in accordance with the provisions of this Indenture. The Developer shall pay the fees and expenses of the Trustee for the registration, transfer and exchange of Bonds provided for by this Indenture 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 Trustee, are the responsibility of the Bondowners of the Bonds. In the event any Bondowner fails to provide a correct taxpayer identification number to the Trustee, the Trustee may make a charge against such Bondowner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Trustee from amounts otherwise payable to such Bondowner hereunder or under the Bonds.

The City and the Trustee 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 Trustee pursuant to **Section 304** 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 City of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to **Section 203** hereof.

The City and the Trustee may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute Bondowner 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 Bondowner or upon the Bondowner'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 City nor the Trustee shall be affected by any notice to the contrary.

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

**Section 206. 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 City by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the Clerk and the seal of the City shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and to cause the Bonds to be registered in the office of the Clerk, which registration shall be evidenced by the manual or facsimile signature of the Clerk with the seal of the City affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the

seal of the State Treasurer affixed thereto or imprinted thereon. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Mayor 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 Trustee for authentication.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as **Exhibit B** hereof, which shall be manually executed by an authorized officer or employee of the Trustee, 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 Indenture or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Trustee. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Indenture. Upon authentication, the Trustee shall deliver the Bonds to the Purchaser upon instructions of the City or its representative.

**Section 207. Mutilated, Lost, Stolen or Destroyed Bonds.** If (a) any mutilated Bond is surrendered to the Trustee or the Trustee receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the City and the Trustee such security or indemnity as may be required by each of them, then, in the absence of notice to the City or the Trustee that such Bond has been acquired by a bona fide purchaser, the City shall execute and, upon the City's request, the Trustee 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 City, in its discretion, may pay such Bond instead of issuing a new Bond.

Upon the issuance of any new Bond under this Section, the City may require the payment by the Bondowner 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 Trustee) connected therewith.

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

**Section 208. Cancellation and Destruction of Bonds Upon Payment.** All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Trustee, either at or before Maturity, shall be cancelled by the Trustee immediately upon the payment, redemption and surrender thereof to the Trustee and subsequently destroyed in accordance with the customary practices of the Trustee. The Trustee shall execute a certificate in duplicate describing the Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the City.

**Section 209. 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 Trustee all liability of the City to the Bondowner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such funds, without liability for interest thereon, for the benefit of the Bondowner of such Bond, who shall

thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond. If any Bond is not presented for payment within four years following the date when such Bond becomes due at Maturity, the Trustee shall repay to the City 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 City, and the Bondowner thereof shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid to it by the Trustee, and the City shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

### ARTICLE III

#### REDEMPTION OF BONDS

**Section 301. Redemption of Bonds Generally.** The Series 2014 Bonds shall be subject to redemption prior to maturity in accordance with the terms and provisions set forth in this Article. Additional Bonds shall be subject to redemption prior to maturity in accordance with the applicable terms and provisions contained in this Article and as may be specified in the Additional Bonds and the Supplemental Indenture authorizing the Additional Bonds.

**Section 302. Redemption of Series 2014 Bonds.**

(a) *Optional Redemption.* At the option of the City, the Series 2014 Bonds are subject to redemption and payment prior to their Stated Maturity as a whole at any time or in part on any Interest Payment Date, at the Redemption Price equal to the Make Whole Price of the principal amount being redeemed, plus accrued interest thereon to the Redemption Date.

(b) *Mandatory Redemption from Moneys in the Project Fund.* The Bonds are subject to mandatory redemption by the Trustee on any date, at the redemption price of 100% of the principal amount being redeemed, together with accrued interest thereon to the Redemption Date from moneys remaining in the Project Fund upon completion of the CID Project.

(c) *Mandatory Sinking Fund Redemption.* The Series 2014B Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The payments specified in **Section 503** hereof which are to be deposited into the Debt Service Fund shall be sufficient to redeem, and the City shall redeem on each September 1 in each year, the following principal amounts of such Series 2014B Bonds:

**Series 2014B Bonds Maturing September 1, 2035**

<b><u>Redemption Date</u></b>	<b><u>Principal Amount</u></b>	<b><u>Redemption Date</u></b>	<b><u>Principal Amount</u></b>
September 1, 2017	\$34,000	September 1, 2027	\$34,000
September 1, 2018	34,000	September 1, 2028	34,000
September 1, 2019	34,000	September 1, 2029	34,000
September 1, 2020	34,000	September 1, 2030	34,000
September 1, 2021	34,000	September 1, 2031	34,000
September 1, 2022	34,000	September 1, 2032	34,000
September 1, 2023	34,000	September 1, 2033	34,000
September 1, 2024	34,000	September 1, 2034	34,000
September 1, 2025	34,000	September 1, 2035*	88,000
September 1, 2026	34,000		

\*Final Maturity

At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the City may: (1) deliver to the Trustee for cancellation Series 2014 Term Bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate principal amount desired; or (2) furnish the Trustee funds, together with appropriate instructions, for the purpose of purchasing any Series 2014 Term Bonds subject to mandatory redemption on said mandatory Redemption Date from any Bondowner thereof whereupon the Trustee shall expend such funds for such purpose to such extent as may be practical; or (3) receive a credit with respect to the mandatory redemption obligation of the City under this Section for any Series 2014 Term Bonds subject to mandatory redemption on said mandatory Redemption Date which, prior to such date, have been redeemed (other than through the operation of the mandatory redemption requirements of this subsection) and cancelled by the Trustee and not theretofore applied as a credit against any redemption obligation under this subsection. Each Series 2014 Term Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the City to redeem Series 2014 Term Bonds of the same Stated Maturity on such mandatory Redemption Date, and any excess of such amount shall be credited on future mandatory redemption obligations for Series 2014 Term Bonds of the same Stated Maturity as designated by the City, and the principal amount of Series 2014 Term Bonds to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the City intends to exercise any option granted by the provisions of clauses (1), (2) or (3) above, the City will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Trustee a written certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with, with respect to such mandatory redemption payment.

(d) *Special Mandatory Redemption.* The Series 2014A Bonds are subject to special mandatory redemption by the City on each Interest Payment Date commencing September 1, 2016 at the redemption price of 100% of the principal amount being redeemed, together with accrued interest thereon to the date fixed for redemption, in an amount equal to the amount which is on deposit in the Redemption Account of the Debt Service Fund.

**Section 303. Selection of Bonds to be Redeemed.**

(a) Bonds shall be redeemed only in Authorized Denominations or any integral multiple in excess thereof. When less than all of the Outstanding Bonds of a series are to be redeemed and paid prior to their Stated Maturity, such Bonds shall be redeemed as directed in writing by the City. This paragraph shall not apply to Bonds to be redeemed pursuant to mandatory sinking fund redemption provisions.

(b) In the case of a partial redemption of Bonds when Bonds of denominations greater than the Authorized Denomination are Outstanding, then for all purposes in connection with such redemption each

Authorized Denomination unit of face value shall be treated as though it were a separate Bond of the Authorized Denomination. If one or more, but not all, of the Authorized Denomination units of face value represented by any Bond is selected for redemption, then upon notice of intention to redeem such Authorized Denomination unit or units, the Bondowner or the Bondowner's duly authorized agent shall forthwith present and surrender such Bond to the Trustee: (1) for payment of the Redemption Price and interest to the Redemption Date of such Authorized Denomination unit or units of face value called for redemption, and (2) for exchange, without charge to the Bondowner 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 Bondowner of any such Bond fails to present such Bond to the Trustee for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of the \$5,000 unit or units of face value called for redemption (and to that extent only) and shall cease to accrue interest on the principal amount so called for redemption. This paragraph shall not apply to Bonds to be redeemed pursuant to mandatory sinking fund redemption provisions.

#### **Section 304. Notice of Redemption of Bonds.**

(a) In the event the City desires to call the Bonds for redemption prior to maturity, written notice of such intent shall be provided to the Trustee in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Trustee shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Trustee at least 45 days prior to the Redemption Date of written instructions of the City specifying the series, principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. If the Bonds are refunded more than 90 days in advance of such Redemption Date, any escrow agreement entered into by the City in connection with such refunding shall provide that such written instructions to the Trustee shall be given by the escrow agent on behalf of the City not more than 90 days prior to the Redemption Date. The Trustee may in its discretion waive such notice period so long as the notice requirements set forth in the remaining subparagraphs of this **Section 304** are met. 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 Trustee for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the City and whether or not the Trustee holds moneys available and sufficient to effect the required redemption.

(b) If the City shall call any Bonds for redemption and payment prior to the Stated Maturity thereof, the City shall cause the Trustee to give written notice of redemption to the Bondowners 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:

- (1) the Redemption Date;
- (2) the Redemption Price;
- (3) 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;
- (4) 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



(5) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Trustee or such other office as the Trustee shall designate.

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

(d) In addition to the foregoing notice, the City shall provide such notices of redemption as are required by the City's Continuing Disclosure Agreement. Further notice may be given by the City or the Trustee on behalf of the City 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.

(1) 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, if any; (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.

(2) Each further notice of redemption shall be sent at least one day before the mailing of notice to Bondowners by first class, registered or certified mail or overnight delivery, as determined by the Trustee, 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.

(3) 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, if any, of the Bonds being redeemed with the proceeds of such check or other transfer.

(e) The Trustee is also directed to comply with any mandatory or voluntary 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.

(f) So long as the Securities Depository is effecting book-entry transfers of the Bonds, the Trustee shall provide the notices specified in this Section only 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 to notify the Beneficial Owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

### **Section 305. Effect of Call for Redemption.**

(a) Prior to any Redemption Date, the City shall deposit with the Trustee an amount of money or Government Obligations sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on such Redemption Date.

(b) 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 City 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 Trustee. 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 Bondowner 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 Trustee as provided herein and shall not be reissued.

## **ARTICLE IV**

### **CREATION OF FUNDS AND ACCOUNT; DEPOSIT AND APPLICATION OF BOND PROCEEDS**

**Section 401. Creation of Funds and Accounts.** There are hereby created and ordered to be established with the City the following separate funds and accounts, which funds and accounts shall be held in the custody of the City pursuant to this Indenture:

- (a) Woodside Village Community Improvement District Fund (the "Community Improvement District Fund").

Said funds and accounts shall be segregated and kept separate and apart from all other moneys, revenues, funds and accounts of the City and shall not be commingled with any other moneys, revenues, funds and accounts of the City. The funds and accounts referred to above shall be maintained and administered in the manner provided in this Indenture so long as any of the Bonds remain Outstanding hereunder.

There are hereby created and ordered to be established with the Trustee the following separate funds and accounts, which funds and accounts shall be held in the custody of the Trustee pursuant to this Indenture:

- (b) Project Fund.
- (c) Cost of Issuance Fund.
- (d) Debt Service Fund and within such fund a separate and segregated trust account designated the "Redemption Account."
- (e) Debt Service Reserve Fund.
- (f) Community Improvement District Fund.

Said funds and accounts shall be segregated and kept separate and apart from all other moneys, revenues, funds and accounts of the Trustee and shall not be commingled with any other moneys, revenues, funds and accounts of the Trustee. The funds and accounts referred to above shall be maintained and administered in the manner provided in this Indenture so long as any of the Bonds remain Outstanding hereunder.

The Trustee shall maintain separate accounts for funds and securities attributable to each series of Bonds. Any transfer of funds or securities or earnings thereon from one fund or account to another shall be made to the appropriate account or subaccount for the same series of Bonds to which such funds or securities are attributed. If, at any time, a payment is made to any such fund that is less than the amount due and payable to such fund, the amount paid shall be credited *pro rata* to each separate account within such fund, based on the amount owed to each such account.

**Section 402. Deposit of Series 2014 Bond Proceeds.** The net proceeds received from the sale of the Series 2014 Bonds shall be deposited simultaneously with the delivery of the Series 2014 Bonds as follows:

(a) \$105,828.22, representing capitalized interest on the Series 2014 Bonds shall be deposited in the Debt Service Fund and applied in accordance with **Section 405(b)** hereof.

(b) The sum of \$71,266.80 shall be deposited in the Costs of Issuance Fund and applied in accordance with **Section 404** hereof.

(c) The sum of \$170,000.00 shall be deposited in the Debt Service Reserve Fund.

(d) The remaining balance of the proceeds derived from the sale of the Series 2014 Bonds of \$1,352,904.98 shall be deposited in the Project Fund and shall be applied in accordance with **Section 403** hereof.

**Section 403. Application of Moneys in the Project Fund.**

(a) Moneys in the Project Fund shall be used for the sole purpose of paying CID Project Costs, in accordance with the Redevelopment Agreement, the Project Plan and the Act.

(b) Withdrawals from the Project Fund shall be made after receipt by the Trustee of written disbursement requests signed by the Authorized Developer Representative in substantially the form of **Exhibit D** hereto and only when approved in writing by the Authorized Issuer Representative and the Bondowner. The Trustee may rely conclusively on such disbursement request and shall not be required to make any independent investigation in connection therewith. The execution of any disbursement request by an Authorized Developer Representative and the approval thereof by the Authorized Issuer Representative and the Bondowner shall constitute, unto the Trustee, an irrevocable determination that all conditions precedent to the payments requested have been completed.

(c) Upon completion of the CID Project and payment of all CID Project Costs, any surplus remaining in the Project Fund shall be deposited in the Debt Service Fund.

**Section 404. Application of Moneys in the Costs of Issuance Fund.** Moneys in the Costs of Issuance Fund shall be used to pay the Costs of Issuance after receipt by the Trustee of written disbursement requests signed by the Authorized Issuer Representative in substantially the form of **Exhibit C** hereto. Any funds remaining in the Costs of Issuance Fund, after payment of all Costs of Issuance, but not later than September 1, 2014 shall be transferred to the Project Fund.

**Section 405. Debt Service Fund.**

(a) The Trustee shall make deposits and credits to the Debt Service Fund, as and when received, as follows:

(1) The amounts required to be deposited therein by **Sections 402(a), 406, and 503** hereof, including amounts to be deposited to the Redemption Account of the Debt Service Fund by **Section 503(g)**.

(2) Any amount required to be transferred from the Project Fund to the Debt Service Fund upon completion of the CID Project pursuant to **Section 403**.



(3) Any amounts required by a Supplemental Bond Indenture authorizing the issuance of Additional Bonds to be deposited in the Debt Service Fund, as specified in such Supplemental Bond Indenture.

(b) The moneys in the Debt Service Fund shall be held in trust and shall be applied solely in accordance with the provisions of this Indenture to pay the principal of and redemption premium, if any, and interest on the Bonds as the same become due and payable. Moneys in the Debt Service Fund shall be expended solely as follows: (a) to pay interest on the Bonds as the same becomes due; (b) to pay principal of the Bonds as the same mature or become due and upon mandatory sinking fund redemption thereof; and (c) to pay principal of and redemption premium, if any, on the Bonds as the same become due upon redemption prior to maturity.

(c) The City hereby authorizes and directs the Trustee to withdraw sufficient funds from the Debt Service Fund to pay principal of, redemption premium, if any, and interest on the Bonds as the same become due and payable at maturity or upon redemption and to make said funds so withdrawn available to the Trustee and any Paying Agent for the purpose of paying said principal, redemption premium, if any, and interest.

(d) After payment in full of the principal of, redemption premium, if any, and interest on the Bonds (or after provision has been made for the payment thereof as provided in this Bond Indenture), and the fees, charges and expenses of the Bond Trustee, any Paying Agents and the Authority, and any other amounts required to be paid under this Bond Indenture, all amounts remaining in the Debt Service Fund shall be paid to the City for deposit into the Community Improvement District Fund.

#### **Section 406. Debt Service Reserve Fund.**

(a) Except as otherwise provided in this Indenture, moneys in the Debt Service Reserve Fund shall be used by the Trustee without further authorization solely for the payment of the principal of and interest on the Bonds if moneys otherwise available for such purpose as provided in **Section 405** hereof are insufficient to pay the same as they become due and payable. In the event the balance of moneys in the Debt Service Fund is insufficient to pay principal of or interest on the Bonds when due and payable, moneys in the Debt Service Reserve Fund shall be transferred into the Debt Service Fund in an amount sufficient to make up such deficiency. The Trustee may use moneys in the Debt Service Reserve Fund for such purpose whether or not the amount in the Debt Service Reserve Fund at that time equals the Debt Service Reserve Requirement. Such moneys shall be used first to make up any deficiency in the payment of interest and then principal. Moneys in the Debt Service Reserve Fund shall also be used to pay the last Bonds becoming due (including redemption prior to maturity if otherwise permitted herein) unless such Bonds and all interest thereon be otherwise paid.

(b) The amount on deposit in the Debt Service Reserve Fund shall be valued by the Trustee 45 days prior to each Interest Payment Date (or if such date is not a Business Day, the immediately preceding Business Day) and the Trustee shall give immediate written notice to the City and the Developer if such amount is less than the Debt Service Reserve Requirement. For the purpose of determining the amount on deposit in the Debt Service Reserve Fund, the value of any investments shall be valued at their fair market value on the date of valuation. Moneys in the Debt Service Reserve Fund that are in excess of the Debt Service Reserve Requirement shall be deposited by the Trustee without further authorization in the Community Improvement District Fund.

(c) After payment in full of the principal of, redemption premium, if any, and interest on the Bonds (or provision has been made for the payment thereof as specified in this Indenture), and the fees,

charges and expenses of the Trustee and any Paying Agents and any other amounts required to be paid under this Indenture, all amounts remaining in the Debt Service Reserve Fund shall be paid to the City for deposit into the Community Improvement District Fund.

## ARTICLE V

### COLLECTION AND APPLICATION OF REVENUES; REPORTING

**Section 501. Community Improvement District Fund.** The City covenants and agrees that from and after the delivery of the Bonds, and continuing as long as any of the Bonds remain Outstanding hereunder, all of the CID Revenues shall as and when received be paid and deposited into the Community Improvement District Fund. Said CID Revenues shall be segregated and kept separate and apart from all other moneys, revenues, funds and accounts of the City and shall not be commingled with any other moneys, revenues, funds and accounts of the City. The Community Improvement District Fund shall be administered and applied solely for the purposes and in the manner provided in this Indenture.

**Section 502. Transfer of Moneys in Community Improvement District Fund.** The City covenants and agrees that from and after the delivery of the Bonds and continuing so long as any of the Bonds shall remain Outstanding, it will, no later than each March 1st, June 1st, September 1st and December 1st, beginning September 1, 2014, transfer all of the moneys then held in the Community Improvement District Fund to the Trustee for deposit to the Community Improvement District Fund.

**Section 503. Application of Moneys in the Community Improvement District Fund.** Moneys in the Community Improvement District Fund shall be applied by the Trustee, on the Business Day immediately preceding each Interest Payment Date, as follows:

(a) *Debt Service Fund -- Interest.* There shall next be paid to the Trustee and credited semi-annually to the Debt Service Fund, an amount equal to the interest becoming due on the Bonds on the next Interest Payment Date; provided, that any amounts deposited in the Debt Service Fund as accrued interest or capitalized interest in accordance with **Section 402(a)** shall be credited against the amount required to be deposited therein.

(b) *Debt Service Fund -- Principal.* There shall next be paid to the Trustee and credited semi-annually to the Debt Service Fund, an amount equal to the principal becoming due on the Bonds on the next two Interest Payment Dates.

(c) *Trustee Fees.* There shall next be paid to the Trustee or any Paying Agent, an amount sufficient for payment of any fees and expenses which are due and owing to the Trustee or any Paying Agent, upon delivery to the City of an invoice for such amounts. In no event shall the sum of all fees and expenses due and owing to the Trustee and any Paying Agent exceed \$5,000.00 per year, excluding any extraordinary fees and expenses incurred by the Trustee in connection with the Bonds.

(d) *Debt Service Reserve Fund.* There shall next be paid to the Trustee and credited semi-annually to the Debt Service Reserve Requirement for the Bond Proceeds Account, such amounts as are necessary to restore any deficiency to the Debt Service Reserve Fund.

(e) *Excess CID Revenues.* On each Interest Payment Date, commencing on September 1, 2016, the Trustee shall then determine the amount of Excess CID Revenues. The Trustee shall

give written notice of the amount of such Excess CID Revenues to the City, the Developer and the Purchaser, and the Trustee shall transfer such Excess CID Revenues to the Redemption Account.

**Section 504. Reporting of CID Revenues and Other Information.** The City agrees to provide the Trustee no later than each March 1st, June 1st, September 1st and December 1st, beginning September 1, 2014, a report of the CID Revenues. Upon receipt, Trustee agrees to promptly disseminate this information to all Bondowners. If the Trustee does not receive the above information by the given dates, the Trustee does not have a duty to procure this information from the City, and the City shall have the sole duty to provide this information. The Trustee only has the duty to provide this information to the original Bondowner.

## **ARTICLE VI**

### **DEPOSIT AND INVESTMENT OF MONEYS**

**Section 601. Deposits of Moneys.** Moneys in each of the funds and accounts created by and referred to in this Indenture shall be continuously and adequately secured as provided by the laws of the State and invested in Permitted Investments. All moneys deposited with or paid to the Trustee for the account of the various funds established under this Indenture shall be held in trust and shall be applied only in accordance with this Indenture and, until used or applied as herein provided, shall constitute part of the Trust Estate and be subject to the lien hereof.

**Section 602. Investment of Moneys.** Moneys held under the Indenture in any fund or account referred to in this Indenture shall be invested at the written direction of the City in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than the date when the moneys invested may be needed for the purpose for which such fund was created. If the City fails to provide written direction to the Trustee, the Trustee may invest and reinvest money in the funds held by it in subsection (f) of Permitted Investments. After the Trustee has notice pursuant to **Section 901** of the existence of an Event of Default, the Trustee shall direct the investment of moneys in Permitted Investments. All earnings on any investments held in any fund shall be deposited into the Debt Service Fund, except the earnings on the Project Fund shall be retained in the Project Fund.

## **ARTICLE VII**

### **ADDITIONAL BONDS; REFUNDING BONDS**

#### **Section 701. Additional Bonds.**

(a) Additional Bonds may be issued under this Indenture with the written consent of the owners of all of the Outstanding Bonds and upon compliance with the conditions set forth in this Section for any purpose authorized under the Act.

(b) Before any Additional Bonds are issued under the provisions of this Section, the City shall adopt an ordinance (1) authorizing the issuance of such Additional Bonds, fixing the principal amount thereof, and describing the purpose or purposes for which such Additional Bonds are being issued, (2) authorizing the City to enter into a Supplemental Indenture for the purpose of issuing such Additional Bonds and establishing the terms and provisions of such series of Additional Bonds, reserve funds or other credit enhancement which does not secure other Outstanding Bonds, and the form of such series of Additional Bonds, and (3) providing for such other matters as are appropriate because of the issuance of the Additional Bonds, which matters, in the judgment of the City, are not prejudicial to the owners of the Bonds previously issued.

(c) Additional Bonds shall be titled "Taxable Special Obligation Community Improvement District Revenue Bonds (Woodside Village CID Project)" with such appropriate series designation added to or incorporated in the title for the Additional Bonds as the City may determine. The Additional Bonds shall be dated, shall mature on such dates, shall be numbered, shall bear interest at such rates not exceeding the maximum rate then permitted by law payable at such times, and shall be redeemable at such times and prices (subject to the provisions of **Article III**), all as provided by the Supplemental Indenture authorizing the issuance of such Additional Bonds. Except as to any difference in the date, the maturities, the rates of interest or the provisions for redemption, such Additional Bonds may be on a parity with and shall be entitled to the same benefit and security of this Indenture as the Series 2014 Bonds, and any other Additional Bonds issued on a parity with the Series 2014 Bonds, upon compliance with the terms of this Section.

(d) Such Additional Bonds shall be executed in the manner set forth in **Section 206** and shall be deposited with the Trustee for authentication, but prior to or simultaneously with the authentication and delivery of such Additional Bonds by the Trustee, and as a condition precedent thereto, there shall be filed with the Trustee the following:

(1) a copy, certified as true and correct by the City Clerk, of the ordinance adopted by the City authorizing the issuance of such Additional Bonds and the execution of the Supplemental Indenture and supplements to any other documents as may be necessary;

(2) an original executed counterpart of the Supplemental Indenture, executed by the City and the Trustee, authorizing the issuance of the Additional Bonds, specifying, among other things, the terms thereof, and providing for the disposition of the proceeds of such Additional Bonds;

(3) a certificate of the City (i) stating that no Event of Default under this Indenture has occurred and is continuing and that no event has occurred and is continuing which with the lapse of time or giving of notice, or both, would constitute such an Event of Default, and (ii) stating the purpose or purposes for which such Additional Bonds are being issued;

(4) a request and authorization to the Trustee executed by the City to authenticate the Additional Bonds and deliver the Additional Bonds to or upon the order of the purchasers therein identified upon payment to the Trustee, for the account of the City, of the purchase price thereof, as specified therein (the Trustee shall be entitled to rely conclusively upon such request and authorization as to the names of the purchasers and the amounts of such purchase price);

(5) an Opinion of Bond Counsel to the effect that all requirements for the issuance of the Additional Bonds have been met, the Additional Bonds constitute valid and legally binding obligations of the City, the issuance of the Additional Bonds will not result in the interest on any Bonds then Outstanding and exempt from taxation for federal income tax purposes becoming

subject to federal income taxes then in effect, and the Additional Bonds are authorized or permitted by the Act; and

(6) the written consent of the owners of the Outstanding Bonds.

(e) When the documents specified above have been filed with the Trustee, and when such Additional Bonds have been executed and authenticated as required by this Indenture, the Trustee shall deliver such Additional Bonds to or upon the order of the purchasers thereof, but only upon payment of the purchase price of such Additional Bonds, as specified in the request and authorization of the City. The proceeds of the sale of such Additional Bonds, including accrued interest and premium thereon, if any, paid over to the Trustee shall be deposited and applied by the Trustee as provided in **Article IV** and **Article V** and in the Supplemental Indenture authorizing the issuance of such Additional Bonds.

(f) Additional Bonds may be issued on a parity with the Series 2014 Bonds only upon delivery to the Trustee of the written consent of 100% of the Bondowners of the Series 2014 Bonds.

**Section 702. Refunding Bonds.** The City shall have the right to refund all of the Bonds under the provisions of any law then available. The City shall have the right to refund any portion of the Bonds, and the refunding bonds so issued shall enjoy complete equality of pledge with any of the Bonds that are not refunded, if any, upon the funds and accounts pledged under this Indenture; provided, however, that if only a portion of the Bonds are refunded and such partial refunding results in an increase in debt service on the Bonds in any year, then said Bonds may be refunded only by and with the written consent of the Registered Bondowners of a majority in principal amount of the Bonds not refunded.

## ARTICLE VIII

### GENERAL COVENANTS AND PROVISIONS

**Section 801. City to Issue Bonds and Execute Indenture.** The City covenants that it is duly authorized under the Constitution and laws of the State of Kansas to execute this Indenture, to issue the Bonds and to pledge and assign the Trust Estate in the manner and to the extent herein set forth; that all action on its part for the execution and delivery of this Indenture and the issuance of the Bonds has been duly and effectively taken; and that the Bonds in the hands of the Bondowners are and will be valid and enforceable obligations of the City according to the import thereof, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights to the extent applicable and their enforcement may be subject to the exercise of judicial discretion in appropriate cases.

**Section 802. Limited Obligations.** The Bonds and the interest thereon shall be special, limited obligations of the City payable (except to the extent paid out of Bond proceeds or the income from the temporary investment thereof and under certain circumstances from insurance proceeds and condemnation awards) solely out of the CID Revenues and other payments derived by the City under the Redevelopment Agreement (except for fees and expenses payable to the City, the City's right to indemnification as set forth in the Redevelopment Agreement and as otherwise expressly set forth therein), and are secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the Bondowners, as provided in this Indenture. The Bonds and interest thereon shall not be deemed to constitute a debt or liability of the State of Kansas or of any political subdivision thereof within the meaning of any state constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the State of Kansas or of any political subdivision thereof, but shall be payable solely from the funds provided for in the Redevelopment Agreement and in this Indenture. The issuance of the Bonds shall not, directly, indirectly



or contingently, obligate the State of Kansas, the City or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment. The State of Kansas shall not in any event be liable for the payment of the principal of, redemption premium, if any, or interest on the Bonds or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the City. No breach by the City of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State of Kansas or any charge upon its general credit or against its taxing power.

**Section 803. Payment of Bonds.** The City shall duly and punctually pay, but solely from the sources specified in this Indenture, the principal of, redemption premium, if any, and interest on the Bonds in accordance with the terms of the Bonds and this Indenture.

**Section 804. Performance of Covenants.** The City shall (to the extent within its control) faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in the Bonds and in all proceedings pertaining thereto.

**Section 805. Inspection of Books.** The City covenants and agrees that all books and documents in its possession relating to the Bonds, this Indenture and the Redevelopment Agreement, and the transactions relating thereto shall at all reasonable times be open to inspection by such accountants or other agencies or Persons as the Trustee may from time to time designate. The Trustee covenants and agrees that all books and documents in its possession relating to the Bonds, this Indenture and the Redevelopment Agreement, and the transactions relating thereto shall be open to inspection by the City during business hours upon reasonable notice.

**Section 806. Enforcement of Rights.** The City agrees that the Trustee, as assignee, transferee, pledgee, and owner of a security interest under this Indenture in its name or in the name of the City may enforce all rights of the City and the Trustee and all obligations of the Developer under and pursuant to the Redevelopment Agreement and any other Financing Documents for and on behalf of the Bondowners, whether or not the City is in default hereunder. The Redevelopment Agreement and all other Financing Documents shall be delivered to and held by the Trustee.

**Section 807. Recording and Filing.** The City shall file or cause to be kept and filed all financing statements, and the Trustee shall file or cause to be kept and filed continuation statements with respect to such originally filed financing statements related to this Indenture in such manner and in such places as may be required by law in order to preserve and protect fully the security of the Bondowners and the rights of the Trustee hereunder. In carrying out its duties under this Section, the Trustee shall be entitled to rely on an Opinion of Counsel specifying what actions are required to comply with this Section.

**Section 808. Redevelopment Agreement Covenants.** The City agrees that Sections 2.6(b)(xviii), 7.11 and 7.13(c)(iii) of the Redevelopment Agreement shall not be amended without the prior written consent of 100% of the Bondowners.

## **ARTICLE IX**

### **DEFAULT AND REMEDIES**

**Section 901. Events of Default.** The term “Event of Default,” wherever used in this Indenture, means any one of the following events (whatever the reason for such event and whether it shall

be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

- (a) default in the payment of any interest on any Bond when such interest becomes due and payable; or
- (b) default in the payment of the principal of (or premium, if any, on) any Bond when the same becomes due and payable (whether at maturity, upon proceedings for redemption, by acceleration or otherwise); or
- (c) default in the performance, or breach, of any covenant or agreement of the City in this Indenture (other than a covenant or agreement a default in the performance or breach of which is specifically dealt with elsewhere in this Section), and continuance of such default or breach for a period of **60** days after there has been given to the City and the Developer by the Trustee or to the City, the Developer and the Trustee by the owners of at least **10%** in principal amount of the Bonds Outstanding, a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default cannot be fully remedied within such **60**-day period, but can reasonably be expected to be fully remedied, such default shall not constitute an Event of Default if the City shall immediately upon receipt of such notice commence the curing of such default and shall thereafter prosecute and complete the same with due diligence and dispatch; or
- (d) any event of default under the Redevelopment Agreement shall occur and is continuing and has not been waived by the City.

The Trustee shall give written notice, as provided in **Section 1003** hereof, to the City as promptly as practicable after the occurrence of an Event of Default of which the Trustee has notice as provided in **Section 1003**.

#### **Section 902. Acceleration of Maturity; Rescission and Annulment.**

(a) If an Event of Default occurs and is continuing, the Trustee may, and if requested by the owners of not less than a majority in principal amount of the Bonds Outstanding shall, by written notice to the City and the Developer, declare the principal of all Bonds Outstanding and the interest accrued thereon to be due and payable, and upon any such declaration such principal and interest shall become immediately due and payable.

(b) At any time after such a declaration of acceleration has been made, but before any judgment or decree for payment of money due on any Bonds has been obtained by the Trustee as provided in this Article, the owners of a majority in principal amount of the Bonds Outstanding may, by written notice to the City, the Developer and the Trustee, rescind and annul such declaration and its consequences if:

- (i) the City has deposited with the Trustee a sum sufficient to pay:
  - (1) all overdue installments of interest on all Bonds;
  - (2) the principal of (and premium, if any, on) any Bonds which have become due otherwise than by such declaration of acceleration and interest thereon at the rate prescribed therefor in the Bonds;

(3) interest upon overdue installments of interest at the rate prescribed therefor in the Bonds; and

(4) all sums paid or advanced by the Trustee hereunder and the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel; and

(ii) all events of default, other than the non-payment of the principal of Bonds which have become due solely by such declaration of acceleration, have been cured or have been waived as provided in **Section 910** of this Indenture.

No such rescission and annulment shall affect any subsequent default or impair any right consequent thereon.

**Section 903. Exercise of Remedies by the Trustee.** Upon the occurrence and continuance of any Event of Default under this Indenture, unless the same is waived as provided in this Indenture, the Trustee shall have the following rights and remedies, in addition to any other rights and remedies provided under this Indenture or by law:

(a) *Right to Bring Suit, Etc.* The Trustee may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of, premium, if any, and interest on the Outstanding Bonds, including interest on overdue principal (and premium, if any) and on overdue installments of interest, and any other sums due under this Indenture, to realize on or to foreclose any of its interests or liens under this Indenture or any other Financing Document, to enforce and compel the performance of the duties and obligations of the City as set forth in this Indenture and to enforce or preserve any other rights or interests of the Trustee under this Indenture with respect to any of the Trust Estate or otherwise existing at law or in equity.

(b) *Exercise of Remedies at Direction of Bondowners.* If requested in writing to do so by the owners of not less than a majority in principal amount of Outstanding Bonds and if indemnified as provided in **Section 1002(e)** of this Indenture, the Trustee shall be obligated to exercise such one or more of the rights and remedies conferred by this Article as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Bondowners.

(c) *Appointment of Receiver.* Upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Bondowners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate, pending such proceedings, with such powers as the court making such appointment shall confer.

(d) *Suits to Protect the Trust Estate.* The Trustee shall have power to institute and to maintain such proceedings as it may deem expedient to prevent any impairment of the Trust Estate by any acts which may be unlawful or in violation of this Indenture and to protect its interests and the interests of the Bondowners in the Trust Estate, including power to institute and maintain proceedings to restrain the enforcement of or compliance with any governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would impair the security under this Indenture or be prejudicial to the interests of the Bondowners or the Trustee, or to intervene (subject to the approval of a court of



competent jurisdiction) on behalf of the Bondowners in any judicial proceeding to which the City or the Developer is a party and which in the judgment of the Trustee, being advised by counsel, has a substantial bearing on the interests of the Bondowners.

(e) *Enforcement Without Possession of Bonds.* All rights of action under this Indenture or any of the Bonds may be enforced and prosecuted by the Trustee without the possession of any of the Bonds or the production thereof in any suit or other proceeding relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its own name as trustee of an express trust. Any recovery of judgment shall, after provision for the payment of the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and subject to the provisions of **Section 907** hereof, be for the equal and ratable benefit of the owners of the Bonds in respect of which such judgment has been recovered.

(f) *Restoration of Positions.* If the Trustee or any Bondowner has instituted any proceeding to enforce any right or remedy under this Indenture by suit, foreclosure, the appointment of a receiver, or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Trustee or to such Bondowner, then and in every case the City, the Developer, the Trustee and the Bondowners shall, subject to any determination in such proceeding, be restored to their former positions and rights under this Indenture, and thereafter all rights and remedies of the Trustee and the Bondowners shall continue as though no such proceeding had been instituted.

**Section 904. Trustee May File Proofs of Claim.** In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to the City or any other obligor upon the Bonds or of such other obligor or their creditors, the Trustee (irrespective of whether the principal of the Bonds shall then be due and payable, as therein expressed or by declaration or otherwise, and irrespective of whether the Trustee shall have made any demand on the City for the payment of overdue principal, premium or interest) shall be entitled and empowered, by intervention in such proceeding or otherwise,

(a) to file and prove a claim for the whole amount of principal (and premium, if any) and interest owing and unpaid in respect of the Outstanding Bonds and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel) and of the Bondowners allowed in such judicial proceeding, and

(b) to collect and receive any moneys or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Bondowner to make such payments to the Trustee, and in the event that the Trustee shall consent to the making of such payments directly to the Bondowners, to pay to the Trustee any amount due to it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under **Section 1004.**

Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Bondowner any plan of reorganization, arrangement, adjustment or

composition affecting the Bonds or the rights of any Bondowner, or to authorize the Trustee to vote in respect of the claim of any Bondowner in any such proceeding.

**Section 905. Limitation on Suits by Bondowners.** No Bondowner shall have any right to institute any proceeding, judicial or otherwise, under or with respect to this Indenture, or for the appointment of a receiver or trustee or for any other remedy under this Indenture, unless:

- (a) such Bondowner has previously given written notice to the Trustee of a continuing Event of Default;
- (b) the owners of not less than a majority in principal amount of the Bonds Outstanding shall have made written request to the Trustee to institute proceedings in respect of such Event of Default in its own name as Trustee under this Indenture;
- (c) such Bondowner or Bondowners have offered to the Trustee indemnity as provided in **Section 1002(e)**, **Section 1002(k)** and **Section 1004** of this Indenture against the costs, expenses and liabilities to be incurred in compliance with such request;
- (d) the Trustee for 60 days after its receipt of such notice, request and offer of indemnity has failed to institute any such proceeding; and
- (e) no direction inconsistent with such written request has been given to the Trustee during such 60-day period by the owners of a majority in principal amount of the Outstanding Bonds;

it being understood and intended that no one or more Bondowners shall have any right in any manner whatever by virtue of, or by availing of, any provision of this Indenture to affect, disturb or prejudice the lien of this Indenture or the rights of any other Bondowners, or to obtain or to seek to obtain priority or preference over any other Bondowners or to enforce any right under this Indenture, except in the manner herein provided and for the equal and ratable benefit of all Outstanding Bonds.

Notwithstanding the foregoing or any other provision in this Indenture, however, any Bondowner shall have the right which is absolute and unconditional to receive payment of the principal of (and premium, if any) and interest on such Bond on the respective stated maturities expressed in such Bond (or, in the case of redemption, on the redemption date) and nothing contained in this Indenture shall affect or impair the right of any owner to institute suit for the enforcement of any such payment.

**Section 906. Control of Proceedings by Bondowners.** The owners of a majority in principal amount of the Outstanding Bonds shall have the right, during the continuance of an Event of Default, provided indemnity has been provided to the Trustee in accordance with **Section 1002(e)**, **Section 1002(k)** and **Section 1004**:

- (a) to require the Trustee to proceed to enforce this Indenture, either by judicial proceedings for the enforcement of the payment of the Bonds and the foreclosure of this Indenture, or otherwise; and
- (b) to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Indenture, provided that

(1) such direction shall not be in conflict with any rule of law or this Indenture,

(2) the Trustee, upon the advice of counsel, may take any other action deemed proper by the Trustee which is not inconsistent with such direction, and

(3) the Trustee, upon the advice of counsel, shall not determine that the action so directed would be unjustly prejudicial to the owners not taking part in such direction.

**Section 907. Application of Moneys Collected.** Any moneys collected by the Trustee pursuant to this Article together with any other sums then held by the Trustee as part of the Trust Estate (after the deductions for payment of reasonable costs and expenses of proceedings resulting in the collection of such moneys) shall be applied in the following order, at the date or dates fixed by the Trustee and, in case of the distribution of such money on account of principal (or premium, if any) or interest, upon presentation of the Bonds and the notation thereon of the payment if only partially paid and upon surrender thereof if fully paid:

(a) **First:** To the payment of all undeducted amounts due the Trustee under **Section 1004** of this Indenture;

(b) **Second:**

(1) If the principal of all the Bonds shall not have become and shall not have been declared due and payable, all such moneys shall be applied:

**First:** To the payment to the persons entitled thereto of all installments of interest then due on the Bonds, in the order of the maturity of the installments of such interest, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or privilege; and

**Second:** To the payment to the persons entitled thereto of the unpaid principal and premium, if any, on the Bonds which shall have become due (other than Bonds called for redemption or for payment of which moneys are held pursuant to the provisions of this Bond Indenture), in the order of the scheduled dates of their payment, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, then to the payment ratably, according to the amount of principal and premium due on such date, to the persons entitled thereto without any discrimination or privilege.

(2) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal, premium, if any, and interest then due and unpaid upon the Bonds without preference or priority of principal, premium or interest over the others, or of any installment of interest over any other installment of interest, or of any Bond over any

other Bond, ratably, according to the amounts due respectively for principal, premium, if any, and interest to the persons entitled thereto without any discrimination or privilege.

(3) If the principal of all the Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of this Article, then, provided that no distribution has been made pursuant to the provisions of paragraph (2) of this subsection, the moneys shall be applied in accordance with the provisions of paragraph (1) of this subsection.

(c) **Third:** To the payment of the remainder, if any, to the City or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

Whenever moneys are to be applied by the Trustee pursuant to the provisions of this Section, such moneys shall be applied by it at such times, and from time to time, as the Trustee shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be an interest payment date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the owner of any unpaid Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

**Section 908. Rights and Remedies Cumulative.** No right or remedy herein conferred upon or reserved to the Trustee or to the Bondowners is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

**Section 909. Delay or Omission Not Waiver.** No delay or omission of the Trustee or of any owner of any Bond to exercise any right or remedy accruing upon an Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or an acquiescence therein. Every right and remedy given by this Article or by law to the Trustee or to the Bondowners may be exercised from time to time, and as often as may be deemed expedient, by the Trustee or by the Bondowners, as the case may be.

**Section 910. Waiver of Past Defaults.** Before any judgment or decree for payment of money due has been obtained by the Trustee as provided in this Article, the owners of a majority in principal amount of the Bonds Outstanding may, by written notice delivered to the Trustee and the City, on behalf of the owners of all the Bonds waive any past default hereunder and its consequences, except a default

(a) in the payment of the principal of (or premium, if any) or interest on any Bond,  
or

(b) in respect of a covenant or provision hereof which under **Article XI** cannot be modified or amended without the consent of the owner of each Outstanding Bond affected.

Upon any such waiver, such default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured, for every purpose of this Indenture; but no such waiver shall extend to or affect any subsequent or other default or impair any right or remedy consequent thereon.

## ARTICLE X

### THE TRUSTEE

**Section 1001. Acceptance of Trusts; Certain Duties and Responsibilities.** The Trustee accepts and agrees to execute the trusts imposed upon it by this Indenture, and agrees to perform said trusts as a corporate trustee ordinarily would perform said trusts under a corporate indenture, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

(a) Except during the continuance of an Event of Default,

(1) the Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

(2) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture.

(b) If an Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of its own affairs in exercising any rights or remedies or performing any of its duties hereunder.

(c) No provision of this Indenture shall be construed to relieve the Trustee from liability for its own gross negligent action, its own gross negligent failure to act, or its own willful misconduct, **except** that

(1) this Subsection shall not be construed to limit the effect of Subsection (a) of this Section;

(2) the Trustee shall not be liable for any error of judgment made in good faith by an authorized officer of the Trustee, unless it shall be proved that the Trustee was grossly negligent in ascertaining the pertinent facts;

(3) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the owners of a majority in principal amount of the Outstanding Bonds relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture; and

(4) no provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

(d) Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or conveying insights and duties or affording protection to the Trustee, whether in its capacity as Trustee, Paying Agent, bond registrar or any other capacity, shall be subject to the provisions of this **Article X**.

**Section 1002. Certain Rights of Trustee.** Except as otherwise provided in **Section 1001** of this Indenture:

(a) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

(b) The Trustee shall be entitled to rely upon an Officer's Certificate as to the sufficiency of any request or direction of the Developer mentioned herein, the existence or non-existence of any fact or the sufficiency or validity of any instrument, paper or proceeding, or that a resolution in the form therein set forth has been adopted by the Developer has been duly adopted, and is in full force and effect, and prior to the occurrence of default of which the Trustee has been notified as provided in **Section 1003** or of which by said **Section** the Trustee is deemed to have notice, the Trustee may also accept a similar certificate to the effect that any particular dealing, transactions or action is necessary or expedient, and may at its discretion secure such further evidence deemed necessary or advisable but shall in no case be bound to secure the same.

(c) Whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee (unless other evidence be herein specifically prescribed) may, in the absence of bad faith on its part, rely upon an Officer's Certificate.

(d) The Trustee may consult with counsel, and the advice of such counsel or any Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by the Trustee hereunder in good faith and in reliance thereon.

(e) Notwithstanding anything in this Indenture to the contrary, the Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture whether at the request or direction of any of the Bondowners pursuant to this Indenture or otherwise, unless such Bondowners or other party shall have offered to the Trustee reasonable security or indemnity satisfactory to the Trustee against the fees, advances, costs, expenses and liabilities (except as may result from the Trustee's own negligence or willful misconduct) which might be incurred by it in connection with such rights or powers.

(f) The Trustee may rely conclusively and shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, or other paper or document, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of the City, personally or by agent or attorney.



(g) The Trustee assumes no responsibility for the correctness of the recitals contained in this Indenture and in the Bonds, except the certificate of authentication on the Bonds. The Trustee shall not be responsible for the recording or re-recording, filing or re-filing of this Indenture or any financing statements (other than continuation statements) in connection therewith, or for the execution by the City of this Indenture or of any Supplemental Indenture or instruments of further assurance. The Trustee makes no representations to the value or condition of the Trust Estate or any part thereof, or as to the title thereto or as to the security afforded thereby or hereby, or as to the validity or sufficiency of this Indenture or of the Bonds. The Trustee shall not be accountable for the use or application by the City or the Developer of any of the Bonds or the proceeds thereof or of any money paid to or upon the order of the City or the Developer under any provision of this Indenture.

(h) The Trustee, in its individual or any other capacity, may become the owner or pledgee of Bonds and may otherwise deal with the City or the Developer with the same rights it would have if it were not Trustee.

(i) All money received by the Trustee shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received. Money held by the Trustee in trust hereunder need not be segregated from other funds except to the extent required by law or by this Indenture. The Trustee shall be under no liability for interest on any money received by it hereunder and invested as authorized and directed pursuant to **Section 602** of this Indenture. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of moneys made by it in accordance with Section 602 hereof.

(j) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, receivers or attorneys and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent, receiver or attorney appointed with due care by it hereunder, and may in all cases pay such reasonable compensation to all such agents, attorneys and receivers as may reasonably be employed in connection with the trusts hereof.

(k) Notwithstanding anything elsewhere in this Indenture contained, before taking any action under this Indenture, the Trustee may require that satisfactory indemnity be furnished to it for the reimbursement of all reasonable costs and expenses (including without limitation attorney's fees and expenses) to which it may be put and to protect it against all liability which it may incur in or by reason of such action.

(l) The Trustee may elect not to proceed in accordance with the directions of the Bondowners without incurring any liability to the Bondowners if in the opinion of the Trustee such direction may result in environmental liability to the Trustee, in its individual capacity for which the Trustee has not received indemnity pursuant to **Section 1002** and **Section 1004** hereof from the Bondowners, and the Trustee may rely upon an Opinion of Counsel addressed to the City and the Trustee in determining whether any action directed by the Bondowners may result in such liability.

(m) The Trustee may inform the Bondowners of environmental hazards that the Trustee has reason to believe exist, and the Trustee has the right to take no further action and, in such event no fiduciary duty exists, which imposes any obligation for further action with respect to the Trust Estate or any portion thereof if the Trustee, in its individual capacity, determines that any such action would materially and adversely subject the Trustee to environmental or other

liability for which the Trustee has not received adequate indemnity pursuant to **Section 1002** and **Section 1004** hereof.

(n) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its gross negligence or its willful misconduct.

(o) The Trustee shall not be required to give any bond or security in respect of the execution of the said trusts and powers or otherwise in respect to the premises.

(p) At any and all reasonable times the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right, but shall not be required, to inspect any and all books, papers and records of the City or Developer pertaining to the Trust Estate and the Bonds, and to take such memoranda from and in regard thereto as may be desired.

(q) The Trustee shall have the right, but shall not be required, to demand, with respect to the execution of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee deemed desirable for the purpose of establishing the right to the withdrawal of any cash, the release of any property, or the taking of any other action by the Trustee.

(r) Any action taken by the Trustee pursuant to this Indenture upon the request or authorized consent of any person who, at the time of making such request or giving such authority or consent is the Bondowner of any Bond, shall be conclusive and binding upon all future Bondowners of the same Bond and upon Bonds delivered in exchange therefor or upon transfer or in substitution thereof.

**Section 1003. Notice of Defaults.** The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except failure by the City to cause to be made any of the payments to the Trustee required to be made by **Article IV** or **Article V** of this Indenture, unless the Trustee shall be specifically notified in writing of such default by the City, the Developer, or the owners of at least **10%** in principal amount of all Bonds Outstanding, and in the absence of such notice so delivered, the Trustee may conclusively assume there is no default except as aforesaid. Within **30** days after the Trustee has received notice of any default or the occurrence of any default hereunder of which the Trustee is deemed to have notice under this section, the Trustee shall give written notice of such default by first class mail to all owners of Bonds as shown on the bond register maintained by the Trustee, unless such default shall have been cured or waived. For the purpose of this Section, the term **"default"** means any event which is, or after notice or lapse of time or both would become, an Event of Default as defined in **Section 901**.

**Section 1004. Compensation and Reimbursement.** The Trustee shall be entitled to payment or reimbursement

(a) from time to time for reasonable compensation for all services rendered by it hereunder (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust);



(b) except as otherwise expressly provided herein, upon its request, for all reasonable expenses, disbursements and advances incurred or made by the Trustee in accordance with any provision of this Indenture (including the reasonable compensation and the expenses and disbursements of its agents and counsel), except any such expense, disbursement or advance as may be attributable to the Trustee's gross negligence or bad faith;

(c) to indemnify the Trustee for, and to hold it harmless against, any loss, liability or expense incurred without gross negligence or bad faith on its part, arising out of or in connection with the acceptance or administration of this trust, including the costs and expenses of defending itself against any action, suit, demand, judgment, claim or liability in connection with the exercise or performance of any of its powers or duties hereunder; and

(d) in the event that it should become necessary for the Trustee to perform extraordinary services, the Trustee shall be entitled to reasonable additional compensation therefor and to reimbursement for reasonable and necessary extraordinary expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the gross negligence or willful misconduct of the Trustee it shall not be entitled to compensation or reimbursement therefore.

The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as Paying Agent and as bond registrar for the Bonds. As security for the payment of such compensation, expenses, reimbursements and indemnity under this Section, the Trustee shall be secured under this Indenture by a first lien prior to the Bonds, and shall have the right to use and apply any trust moneys held by it under **Article IV** hereof.

**Section 1005. Corporate Trustee Required; Eligibility.** There shall at all times be a Trustee hereunder which shall be a bank or trust company organized and doing business under the laws of the United States of America or of any state thereof, authorized under such laws to exercise corporate trust powers, subject to supervision or examination by federal or state authority, and having a combined capital and surplus of at least **\$50,000,000**. If such Trustee publishes reports of condition at least annually, pursuant to law or to the requirements of such supervising or examining authority, then for the purposes of this Section, the combined capital and surplus of such Developer shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time the Trustee shall cease to be eligible in accordance with the provisions of this Section, it shall resign immediately in the manner and with the effect specified in this Article.

**Section 1006. Resignation and Removal of Trustee.**

(a) The Trustee may resign at any time by giving written notice thereof to the City, the Developer, and each owner of Bonds Outstanding as shown by the list of Bondowners required by this Indenture to be kept at the office of the Trustee. If an instrument of acceptance by a successor Trustee shall not have been delivered to the Trustee within **30** days after the giving of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee.

(b) If the Trustee has or shall acquire any conflicting interest, it shall, within **90** days after ascertaining that it has a conflicting interest, or within **30** days after receiving written notice from the City or the Developer (so long as the Developer is not in default under this Indenture) that it has a conflicting interest, either eliminate such conflicting interest or resign in the manner and with the effect specified in subsection (a).

(c) The Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the City and the Trustee signed by the owners of a majority in principal amount of the Outstanding Bonds or, so long as the City is not in default under this Indenture and no condition that with the giving of notice or passage of time, or both, would constitute a default under the Indenture, by the City. The City, the Developer or any Bondowner may at any time petition any court of competent jurisdiction for the removal for cause of the Trustee.

(d) If at any time:

(1) the Trustee shall fail to comply with subsection (b) after written request therefor by the City or by any Bondowner, or

(2) the Trustee shall cease to be eligible under **Section 1005** and shall fail to resign after written request therefor by the City or by any such Bondowner, or

(3) the Trustee shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Trustee or of its property shall be appointed or any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation,

then, in any such case, (a) the City may remove the Trustee, or (b) the Developer or any Bondowner may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

(e) The Trustee shall give notice at the expense of the Developer of each resignation and each removal of the Trustee and each appointment of a successor Trustee by mailing written notice of such event by first-class mail, postage prepaid, to the registered owners of Bonds as their names and addresses appear in the bond register maintained by the Trustee. Each notice shall include the name of the successor Trustee and the address of its principal corporate trust office.

(f) No resignation or removal of the Trustee and no appointment of a successor Trustee pursuant to this Article shall become effective until the acceptance of appointment by the successor Trustee under **Section 1008**.

**Section 1007. Appointment of Successor Trustee.** If the Trustee shall resign, be removed or become incapable of acting, or if a vacancy shall occur in the office of Trustee for any cause, the City, with the written consent of the Developer (which consent shall not be unreasonably withheld) (so long as no Event of Default hereunder or event of default under the Redevelopment Agreement has occurred and is continuing), or the owners of a majority in principal amount of Bonds Outstanding (if an Event of Default hereunder or event of default under the Redevelopment Agreement has occurred and is continuing), by an instrument or concurrent instruments in writing delivered to the City and the retiring Trustee, shall promptly appoint a successor Trustee. In case all or substantially all of the Trust Estate shall be in the possession of a receiver or trustee lawfully appointed, such receiver or trustee, by written instrument, may similarly appoint a temporary successor to fill such vacancy until a new Trustee shall be so appointed by the City or the Bondowners. If, within **30** days after such resignation, removal or incapability or the occurrence of such vacancy, a successor Trustee shall be appointed in the manner herein provided, the successor Trustee so appointed shall, forthwith upon its acceptance of such appointment, become the successor Trustee and supersede the retiring Trustee and any temporary successor Trustee appointed by such receiver or trustee. If no successor Trustee shall have been so

appointed and accepted appointment in the manner herein provided, any Bondowner may petition any court of competent jurisdiction for the appointment of a successor Trustee, until a successor shall have been appointed as above provided. The successor so appointed by such court shall immediately and without further act be superseded by any successor appointed as above provided. Every such successor Trustee appointed pursuant to the provisions of this Section shall be a bank or trust company in good standing under the law of the jurisdiction in which it was created and by which it exists, meeting the eligibility requirements of this Article.

**Section 1008. Acceptance of Appointment by Successor.** Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to the City and to the retiring Trustee an instrument accepting such appointment, and thereupon the resignation or removal of the retiring Trustee shall become effective and such successor Trustee, without any further act, deed or conveyance, shall become vested with all the estates, properties, rights, powers, trusts and duties of the retiring Trustee and the duties and obligations of the retiring Trustee shall cease and terminate; but, on request of the City or the successor Trustee, such retiring Trustee shall, upon payment of its charges, execute and deliver an instrument conveying and transferring to such successor Trustee upon the trusts herein expressed all the estates, properties, rights, powers and trusts of the retiring Trustee, and shall duly assign, transfer and deliver to such successor Trustee all property and money held by such retiring Trustee hereunder. Upon request of any such successor Trustee, the City shall execute any and all instruments for more fully and certainly vesting in and confirming to such successor Trustee all such estates, properties, rights, powers and trusts.

No successor Trustee shall accept its appointment unless at the time of such acceptance such successor Trustee shall be qualified and eligible under this Article.

**Section 1009. Merger, Consolidation and Succession to Business.** Any bank or association into which the Trustee may be merged or with which it may be consolidated, or any bank or association resulting from any merger or consolidation to which the Trustee shall be a party, or any Developer or association succeeding to all or substantially all of the corporate trust business of the Trustee, shall be the successor of the Trustee hereunder, provided such bank or association shall be otherwise qualified and eligible under this Article, and shall be vested with all of the title to the whole property or Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any paper or any further act on the part of any of the parties hereto. In case any Bonds shall have been authenticated, but not delivered, by the Trustee then in office, any successor by merger or consolidation to such authenticating Trustee may adopt such authentication and deliver the Bonds so authenticated with the same effect as if such successor Trustee had itself authenticated such Bonds.

**Section 1010. Co-Trustees and Separate Trustees.** At any time or times, for the purpose of meeting the legal requirements of any jurisdiction in which any of the Trust Estate may at the time be located, or in the enforcement of any default or the exercise any of the powers, rights or remedies herein granted to the Trustee, or any other action which may be desirable or necessary in connection therewith, the Trustee shall have power to appoint, and, upon the written request of the Trustee or of the owners of at least 25% in principal amount of the Bonds Outstanding, the City shall for such purpose join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to appoint, one or more Persons approved by the Trustee either to act as co-trustee, jointly with the Trustee, of all or any part of the Trust Estate, or to act as separate trustee of any such property, in either case with such powers as may be provided in the instrument of appointment, and to vest in such person or persons in the capacity aforesaid, any property, title, protection, immunity, right or power deemed necessary or desirable, subject to the other provisions of this Section. If the City does not join in such

appointment within **15** days after the receipt by it of a request so to do, or in case an Event of Default has occurred and is continuing, the Trustee alone shall have power to make such appointment.

Should any written instrument from the City be required by any co-trustee or separate trustee so appointed for more fully confirming to such co-trustee or separate trustee such property, title, right or power, any and all such instruments shall, on request, be executed, acknowledged and delivered by the City.

Every co-trustee or separate trustee shall, to the extent permitted by law, but to such extent only, be appointed subject to the following terms, namely:

(a) The Bonds shall be authenticated and delivered, and all rights, powers, duties and obligations hereunder in respect of the custody of securities, cash and other personal property held by, or required to be deposited or pledged with, the Trustee hereunder, shall be exercised solely, by the Trustee.

(b) The rights, powers, duties and obligations hereby conferred or imposed upon the Trustee in respect of any property covered by such appointment shall be conferred or imposed upon and exercised or performed by the Trustee or by the Trustee and such co-trustee or separate trustee jointly, as shall be provided in the instrument appointing such co-trustee or separate trustee, except to the extent that under any law of any jurisdiction in which any particular act is to be performed, the Trustee shall be incompetent or unqualified to perform such act, in which event such rights, powers, duties and obligations shall be exercised and performed by such co-trustee or separate trustee.

(c) The Trustee at any time, by an instrument in writing executed by it, with the concurrence of the City evidenced by a resolution, may accept the resignation of or remove any co-trustee or separate trustee appointed under this Section, and, in case an Event of Default has occurred and is continuing, the Trustee shall have power to accept the resignation of, or remove, any such co-trustee or separate trustee without the concurrence of the City. Upon the written request of the Trustee, the City shall join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to effectuate such resignation or removal. A successor to any co-trustee or separate trustee so resigned or removed may be appointed in the manner provided in this Section.

(d) No co-trustee or separate trustee hereunder shall be personally liable by reason of any act or omission of the Trustee, or any other such trustee hereunder.

(e) Any request, demand, authorization, direction, notice, consent, waiver or other act of Bondowners delivered to the Trustee shall be deemed to have been delivered to each such co-trustee and separate trustee.

**Section 1011. Designation of Paying Agents.** The Trustee is hereby designated and agrees to act as principal Paying Agent for and in respect to the Bonds. The City may, in its discretion, cause the necessary arrangements to be made through the Trustee and to be thereafter continued for the designation of alternate Paying Agents, if any, and for the making available of funds hereunder for the payment of the principal of, premium, if any, and interest on the Bonds of any series, or at the principal corporate trust office of said alternate Paying Agents. In the event of a change in the office of Trustee, the predecessor Trustee which has resigned or been removed shall cease to be trustee of any funds provided hereunder and Paying Agent for principal of, premium, if any, and interest on the Bonds, and the successor Trustee

shall become such Trustee and Paying Agent unless a separate Paying Agent or Agents are appointed by the City in connection with the appointment of any successor Trustee.

**Section 1012. Advances by Trustee.** If the Developer shall fail to make any payment or perform any of its covenants in the Redevelopment Agreement, the Trustee may, at any time and from time to time, use and apply any moneys held by it under the Indenture, or make advances, to effect payment or performance of any such covenant on behalf of the Developer. All moneys so used or advanced by the Trustee, together with interest at the Trustee's announced prime rate plus 2% per annum, shall be repaid by the Developer upon demand and such advances shall be secured under the Indenture prior to the Bonds. For the repayment of all such advances the Trustee shall have the right to use and apply any moneys at any time held by it under the Indenture but no such use of moneys or advance shall relieve the Developer from any default hereunder.

## **ARTICLE XI**

### **SUPPLEMENTAL INDENTURES**

**Section 1101. Supplemental Indentures without Consent of Bondowners.** Without the consent of the owners of any Bonds, the City and the Trustee may from time to time enter into one or more Supplemental Indentures for any of the following purposes:

(a) to correct or amplify the description of any property at any time subject to the lien of this Indenture, or better to assure, convey and confirm unto the Trustee any property subject or required to be subjected to the lien of this Indenture, or to subject to the lien of this Indenture additional property; or

(b) to add to the conditions, limitations and restrictions on the authorized amount, terms or purposes of issue, authentication and delivery of Bonds or of any series of Bonds, as herein set forth, additional conditions, limitations and restrictions thereafter to be observed; or

(c) to evidence the appointment of a separate trustee or the succession of a new trustee under this Indenture; or

(d) to add to the covenants of the City or to the rights, powers and remedies of the Trustee for the benefit of the owners of all Bonds or to surrender any right or power herein conferred upon the City; or

(e) to cure any ambiguity, to correct or supplement any provision in this Indenture which may be inconsistent with any other provision herein or to make any other change, with respect to matters or questions arising under this Indenture, which shall not be inconsistent with the provisions of this Indenture, provided such action shall not materially adversely affect the interests of the owners of the Bonds; or

(f) to modify, eliminate or add to the provisions of this Indenture to such extent as shall be necessary to effect the qualification of this Indenture under the Trust Indenture Act of 1939, as amended, or under any similar federal statute hereafter enacted, or to permit the qualification of the Bonds for sale under the securities laws of the United States or any state of the United States; or



(g) to authorize the issuance of any series of Additional Bonds and make such other provisions as provided in **Section 201** and **Section 701** hereof.

**Section 1102. Supplemental Indentures with Consent of Bondowners.** With the consent of the owners of not less than a majority in principal amount of the Bonds then Outstanding affected by such Supplemental Indenture, the City and the Trustee may enter into one or more Supplemental Indentures for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Indenture or of modifying in any manner the rights of the owners of the Bonds under this Indenture; provided, however, that no such Supplemental Indenture shall, without the consent of the owner of each Outstanding Bond affected thereby,

(a) change the stated maturity of the principal of, or any installment of interest on, any Bond, or reduce the principal amount thereof or the interest thereon or any premium payable upon the redemption thereof, or change any place of payment where, or the coin or currency in which, any Bond, or the interest thereon is payable, or impair the right to institute suit for the enforcement of any such payment on or after the stated maturity thereof (or, in the case of redemption, on or after the redemption date); or

(b) reduce the percentage in principal amount of the Outstanding Bonds, the consent of whose owners is required for any such Supplemental Indenture, or the consent of whose owners is required for any waiver provided for in this Indenture of compliance with certain provisions of this Indenture or certain defaults hereunder and their consequences; or

(c) modify the obligation of the City to make payment on or provide funds for the payment of any Bond; or

(d) modify or alter the provisions of the proviso to the definition of the term "Outstanding"; or

(e) modify any of the provisions of this Section or **Section 910**, except to increase any percentage provided thereby or to provide that certain other provisions of this Indenture cannot be modified or waived without the consent of the owner of each Bond affected thereby; or

(f) permit the creation of any lien ranking prior to or on a parity with the lien of this Indenture with respect to any of the Trust Estate (except for a Supplemental Indenture expressly authorized by **Section 1101(g)**) or terminate the lien of this Indenture on any property at any time subject hereto or deprive the owner of any Bond of the security afforded by the lien of this Indenture.

The Trustee, who may rely on the advice or opinion of counsel, may in its discretion determine whether or not any Bonds would be affected by any Supplemental Indenture and any such determination shall be conclusive upon the owners of all Bonds, whether theretofore or thereafter authenticated and delivered hereunder. The Trustee shall not be liable for any such determination made in good faith.

It shall not be necessary for the required percentage of owners of Bonds under this Section to approve the particular form of any proposed Supplemental Indenture, but it shall be sufficient if such act shall approve the substance thereof.

**Section 1103. Execution of Supplemental Indentures.** In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee shall be entitled to receive, and, subject to

**Article X**, shall be fully protected in relying upon, an Opinion of Counsel stating that the execution of such Supplemental Indenture is authorized and permitted by and in compliance with the terms of this Indenture. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

**Section 1104. Effect of Supplemental Indentures.** Upon the execution of any Supplemental Indenture under this Article, this Indenture shall be modified in accordance therewith and such Supplemental Indenture shall form a part of this Indenture for all purposes; and every owner of Bonds theretofore or thereafter authenticated and delivered hereunder shall be bound thereby.

**Section 1105. Reference in Bonds to Supplemental Indentures.** Bonds authenticated and delivered after the execution of any Supplemental Indenture pursuant to this Article may, and if required by the Trustee shall, bear a notation in form approved by the Trustee as to any matter provided for in such Supplemental Indenture. If the City shall so determine, new Bonds so modified as to conform, in the opinion of the Trustee and the City, to any such Supplemental Indenture may be prepared and executed by the City and authenticated and delivered by the Trustee in exchange for Outstanding Bonds.

**Section 1106. Developer's Consent to Supplemental Indentures.** Any Supplemental Indenture under this Article which affects any rights of the Developer (*except* a Supplemental Indenture which is required to protect the rights of the owners of the Bonds because of an event of default by the Developer under the Redevelopment Agreement) will not become effective unless and until the Developer consents in writing to the execution and delivery of such Supplemental Indenture; provided that receipt by the Trustee of a supplemental Redevelopment Agreement executed by the Developer in connection with the issuance of Additional Bonds shall be deemed to be the consent of the Developer to the execution of the related Supplemental Indenture.

## ARTICLE XII

### SATISFACTION AND DISCHARGE

**Section 1201. Payment, Discharge and Defeasance of Bonds.** Bonds will be deemed to be paid and discharged and no longer Outstanding under this Indenture and will cease to be entitled to any lien, benefit or security of this Indenture if the City shall pay or provide for the payment of such Bonds in any one or more of the following ways:

- (a) by paying or causing to be paid the principal of (including redemption premium, if any) and interest on such Bonds, as and when the same become due and payable;
- (b) by delivering such Bonds to the Trustee for cancellation; or
- (c) by depositing in trust with the Trustee or other Paying Agent Government Obligations in an amount, together with the income or increment to accrue thereon, without consideration of any reinvestment thereof, sufficient to pay or redeem (when redeemable) and discharge the indebtedness on such Bonds at or before their respective maturity or redemption dates (including the payment of the principal of, premium, if any, and interest payable on such Bonds to the maturity or redemption date thereof); provided that, if any such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption is given in accordance with the requirements of this Indenture or provision satisfactory to the Trustee is made for the giving of such notice.

The Bonds may be defeased in advance of their maturity or redemption dates only with Government Obligations pursuant to subsection (c) above, subject to receipt by the Trustee of (1) a verification report in form satisfactory to the Trustee prepared by independent certified public accountants, or other verification agent, and (2) an Opinion of Counsel addressed and delivered to the Trustee in form and substance satisfactory to the Trustee to the effect that the payment of the principal of and redemption premium, if any, and interest on all of the Bonds then Outstanding and any and all other amounts required to be paid under the provisions of this Indenture has been provided for in the manner set forth in this Indenture.

The foregoing notwithstanding, the liability of the City in respect of such Bonds shall continue, but the owners thereof shall thereafter be entitled to payment only out of the moneys and Government Obligations deposited with the Trustee as aforesaid.

Moneys and Government Obligations so deposited with the Trustee pursuant to this Section shall not be a part of the Trust Estate but shall constitute a separate trust fund for the benefit of the Persons entitled thereto. Such moneys and Government Obligations shall be applied by the Trustee to the payment (either directly or through any Paying Agent, as the Trustee may determine) to the Persons entitled thereto, of the principal (and premium, if any) and interest for whose payment such moneys and Government Obligations have been deposited with the Trustee.

**Section 1202. Satisfaction and Discharge of Indenture.** This Indenture and the lien, rights and interests created by this Indenture shall cease, determine and become null and void (except as to any surviving rights of transfer or exchange of Bonds herein provided for) if the following conditions are met:

- (a) the principal of, premium, if any, and interest on all Bonds has been paid or is deemed to be paid and discharged by meeting the conditions of **Section 1201**; and
- (b) all other sums payable under this Indenture with respect to the Bonds are paid or provision satisfactory to the Trustee is made for such payment.

Thereupon, the Trustee shall execute and deliver to the City a termination statement and such instruments of satisfaction and discharge of this Indenture as may be necessary and shall pay, assign, transfer and deliver to the City, or other Persons entitled thereto, all moneys, securities and other property then held by it under this Indenture as a part of the Trust Estate, other than moneys or Government Obligations held in trust by the Trustee as herein provided for the payment of the principal of, premium, if any, and interest on the Bonds.

**Section 1203. Rights Retained After Discharge.** Notwithstanding the satisfaction and discharge of this Indenture, the rights of the Trustee under **Section 1004** shall survive, and the Trustee shall retain such rights, powers and duties under this Indenture as may be necessary and convenient for the payment of amounts due or to become due on the Bonds and the registration, transfer and exchange of Bonds as provided herein. Nevertheless, any moneys held by the Trustee or any Paying Agent for the payment of the principal of, redemption premium, if any, or interest on any Bond remaining unclaimed for four years after the principal of all Bonds has become due and payable, whether at maturity or upon proceedings for redemption or by declaration as provided herein, shall then be deposited in the City's general fund to be expended in accordance with the Act, and all liability of the Trustee or the Paying Agent or the City with respect to such moneys shall thereupon cease.



## ARTICLE XIII

[RESERVED]

## ARTICLE XIV

### MISCELLANEOUS PROVISIONS

**Section 1401. Compliance Certificates and Opinions.** Upon any application or request by the City to the Trustee to take any action under any provision of this Indenture, the City shall cause to be furnished to the Trustee an Officers' Certificate stating that all conditions precedent, if any, provided for in this Indenture relating to the proposed action have been complied with and an Opinion of Counsel, stating that in the opinion of counsel rendering such opinion all such conditions precedent, if any, have been complied with, except that in the case of any such application or request as to which the furnishing of such documents is specifically required by any provision of this Indenture relating to such particular application or request, no additional certificate or opinion need be furnished.

Every certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture shall include:

- (a) a statement that each individual signing such certificate or opinion has read such condition or covenant and the definitions herein relating thereto;
- (b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;
- (c) a statement that, in the opinion of each such individual, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such condition or covenant has been complied with; and
- (d) a statement as to whether, in the opinion of each such individual, such condition or covenant has been complied with.

**Section 1402. Notices, Consents and Other Instruments by Registered Bondowners.** Any notice, consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Registered Bondowners other than the assignment of the ownership of the Bonds, may be in any number of concurrent writings of similar tenor and may be signed or executed by such Registered Bondowners 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 the Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the City and the Trustee 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 the Bonds, the amount or amounts, numbers and other identification of the Bonds, and the date of holding the same shall be proved by the Bond Register of the City maintained by the Trustee.

In determining whether the Registered Bondowners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Bonds registered in the name of the City shall be disregarded and deemed not to be Outstanding under this Indenture, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds 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 Trustee the pledgee's right so to act with respect to such Bonds and that the pledgee is not the City.

**Section 1403. Further Authority.** The officers of the City, including the City Manager, the Director of Strategic Financial Management, and the City Clerk, are hereby authorized and directed to execute all documents, including without limitation an agreement with the Trustee, and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Indenture and to make any changes or additions in this Indenture and the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they determine to be in the City's best interest, and the execution or taking of such action shall be conclusive evidence of such determination.

**Section 1404. Severability.** If any section or other part of this Indenture, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Indenture.

**Section 1405. Governing Law.** This Indenture shall be governed exclusively by and constructed in accordance with the applicable laws of the State.

**Section 1406. Notices.** Except as otherwise provided herein, it shall be sufficient service of any notice, request, demand, authorization, direction, consent, waiver or other paper required or permitted by this Indenture to be made, given or furnished to or filed with the following persons, upon receipt by such person if the same shall be delivered in person or duly mailed by registered or certified mail, postage prepaid, at the following addresses:

To the Developer:

Blair Tanner  
Tanner & White Properties, Inc.  
1545 Stone Canyon Road  
Los Angeles, California 90077

With copies to:

Chase Simmons, Esq.  
Polsinelli, Shughart PC  
700 West 47<sup>th</sup> Street, Suite 1100  
Kansas City, Missouri 64112

To the City:

City Clerk  
City of Westwood, Kansas  
47 00 Rainbow Blvd.  
Westwood, Kansas 66205

With copies to:

Ryan Denk  
McAnany, Van Cleave & Phillips, P.A.  
10 East Cambridge Circle Drive  
Suite 300  
Kansas City, Kansas 66103

Gary A. Anderson  
Gilmore & Bell, P.C.  
2405 Grand Boulevard  
Suite 1100  
Kansas City, MO 64108-2521

To the Trustee:

UMB Bank, N.A., as Trustee  
1010 Grand Blvd., 4<sup>th</sup> Floor  
Kansas City, MO 64106  
Attention: Corporate Trust Department

To the Bond Purchaser:

Great Western Bank  
10307 Metcalf Avenue  
Overland Park, KS 66212  
Attn: Steve Hunter

or at such other addresses as the parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered; provided, however, that all notices to the Trustee shall be effective upon receipt by the Trustee.

Notices to Bondowners shall be given by first class mail at the address of each Bondowner as shown on the Bond Register maintained by the Trustee. Neither the failure to mail such notice, nor any defect in any notice so mailed, to any particular Bondowner shall affect the sufficiency of such notice with respect to the other Bondowners.

**Section 1407. Electronic Transaction.** The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

**Section 1408. Execution in Counterparts.** This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the City and the Trustee have caused this Bond Trust Indenture to be duly executed, and their respective corporate seals to be hereunto affixed and attested, by their duly authorized officers, all as of the day and year first above written.

CITY OF WESTWOOD, KANSAS

(Seal)



By:

A handwritten signature in cursive script, likely belonging to the Mayor, written over a horizontal line.

Mayor

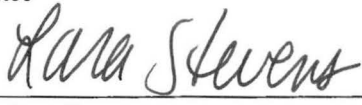
ATTEST:

By:

A handwritten signature in cursive script, likely belonging to the City Clerk, written over a horizontal line.

City Clerk

**UMB BANK, N.A.,**  
as Trustee

By:   
Name: Lara Stevens  
Title: Vice President

[SEAL]

ATTEST:

By:   
Name: Tremaine Duarte  
Title: Assistant Secretary

## **EXHIBIT A**

### **LEGAL DESCRIPTION OF COMMUNITY IMPROVEMENT DISTRICT**

Lots 1 and 2, WOODSIDE CLUB COMPLEX, a subdivision of land in the City of Westwood, Johnson County, Kansas

AND

All that part of Lot 5, WESTPORT VIEW, a subdivision of land in the Northwest Quarter of Section 2, Township 12 South, Range 25 East of the 6th Principal Meridian in the City of Westwood, Johnson County, Kansas, being bounded and described as follows: Beginning at the Southwest corner of Lot 1, WOODSIDE CLUB COMPLEX, a subdivision of land in said Johnson County, being also a point on the North right-of-way line of W. 47th Place, as now established; thence South 89°43'00" West, along said North right-of-way line, 319.14 feet to its intersection with the East right-of-way line of Rainbow Boulevard, as now established; thence North 00°30'02" West, along said East right-of-way line 331.14 feet to a point on the North line of said Northwest Quarter; thence North 89°49'35" East, along said North line, 322.03 feet to the Northwest corner of said Lot 1, WOODSIDE CLUB COMPLEX; thence South 00°00'00" East along the East line of said Lot 1, 330.53 feet to the Point of Beginning. Containing 106,060 square feet or 2.43 acres, more or less.

AND

Any and all right-of-way adjacent thereto.

**EXHIBIT B**

**THIS BOND OR ANY PORTION HEREOF MAY BE TRANSFERRED ONLY (1) IN DENOMINATIONS OF \$100,000 OR INTEGRAL MULTIPLES OF \$5,000 IN EXCESS THEREOF, (2) TO (A) AN "ACCREDITED INVESTOR" OR (B) A QUALIFIED INSTITUTIONAL BUYER, (3) AND IN ACCORDANCE WITH THE TRANSFER RESTRICTIONS SET FORTH IN THE TRUST INDENTURE.**

**REGISTERED  
NUMBER R-\_\_\_\_\_**

**REGISTERED  
\$ \_\_\_\_\_**

**UNITED STATES OF AMERICA  
STATE OF KANSAS**

**CITY OF WESTWOOD, KANSAS**

**TAXABLE SPECIAL OBLIGATION COMMUNITY IMPROVEMENT DISTRICT REVENUE  
BOND  
(WOODSIDE VILLAGE CID PROJECT)  
SERIES 2014[A][B]**

**Interest Rate**

**Maturity Date**

**Dated Date**

**September 1, 203\_\_**

**July 18, 2014**

**REGISTERED OWNER:**

**GREAT WESTERN BANK**

**PRINCIPAL AMOUNT:**

**\_\_\_\_\_ DOLLARS**

**THE CITY OF WESTWOOD, KANSAS**, a municipal corporation and political subdivision of the State of Kansas (the "City"), for value received, hereby promises to pay to the Registered Bondowner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on March 1 and September 1 of each year, commencing September 1, 2014, (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 UMB BANK, N.A., Kansas City, Missouri (the "Trustee"). 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 Trustee 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 Trustee to the address of such Registered Bondowner shown on the Bond Register or at such other address as is furnished to the Trustee in writing by such Registered Bondowner or, (b) in the case of an interest payment to any Registered Bondowner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Registered Bondowner upon written notice given to the Trustee by such Registered Bondowner, not less than 5 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank (which shall be in the continental United States), ABA routing number and account number to which such Registered Bondowner 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 Indenture.

**Authorization of Bonds.** This Bond is one of a duly authorized series of bonds of the City designated "Taxable Special Obligation Community Improvement District Revenue Bonds (Woodside Village CID Project), Series 2014A and Series 2014B" aggregating the original principal amount of \$1,700,000 (collectively, the "Bonds"). The Bonds are being issued for the purpose of paying a portion of the CID Project Costs under the authority of and in full compliance with the constitution and laws of the State of Kansas, including particularly K.S.A. 12-6a26 *et seq.*, as amended, and pursuant to an ordinance duly adopted by the governing body of the City authorizing the issuance of the Bonds and an Indenture between the City and UMB Bank, N.A. prescribing the form and details of the Bonds (jointly, the "Indenture").

**Taxable Special Obligations.** The Bonds are taxable special obligations of the City payable solely from and secured as to the payment of principal and interest by a pledge solely from the trust estate pledged to the payment thereof under the Indenture. The taxing power of the City is not pledged to the payment of the Bonds either as to principal or interest. The Bonds shall not constitute a general obligation of the City, nor shall they constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction. Reference is made to the Indenture for a description of the covenants and agreements made by the City with respect to the receipt, segregation and application of the CID Revenues to pay the Bonds, the nature and extent of the security for the Bonds, the rights, duties and obligations of the City with respect thereto, and the rights of the Registered Bondowners thereof.

**Redemption Prior to Maturity.** The Bonds are subject to redemption prior to maturity as provided in the Indenture.

**Redemption Denominations.** Whenever the Trustee is to select Bonds for the purpose of redemption, it shall, in the case of Bonds in denominations of greater than \$5,000, if less than all of the Bonds then outstanding are to be called for redemption, treat each \$5,000 of face value of each such Bond as though it were a separate Bond in the denomination of \$5,000.

**Notice of Redemption.** Notice of redemption, unless waived, shall be given by the City to the Trustee in accordance with the Indenture. The City shall cause the Trustee to notify each Registered Bondowner at the address maintained on the Bond Register, such notice to be given by mailing an official notice of redemption by first class mail at least 30 days prior to the redemption date. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall, on the redemption

date, become due and payable at the redemption price therein specified, and from and after such date (unless the City defaults in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest.

**Transfer and Exchange.** This Bond may be transferred or exchanged, as provided in the Indenture, only upon the bond register maintained by the Trustee kept for that purpose at the principal corporate trust office of the Trustee, upon surrender of this Bond together with a written instrument of transfer or authorization for exchange satisfactory to the Trustee duly executed by the Registered Bondowner or the Registered Bondowner'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 Indenture and upon payment of the charges therein prescribed. The City 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 City and the Trustee 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 the denomination of **\$100,000** or any integral multiple of **\$1,000** in excess thereof.

**Authentication.** This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the hereinafter defined Indenture until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Trustee.

**IT IS HEREBY CERTIFIED AND DECLARED** that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Bond have existed, happened and been performed in due time, form and manner as required by law, and that before the issuance of the Bond, provision has been duly made for the collection and segregation of the CID Revenues and for the application of the same as hereinbefore provided.

[The remainder of this page intentionally left blank.]

**IN WITNESS WHEREOF**, the City has caused this Bond to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

**CITY OF WESTWOOD, KANSAS**

(Seal)

\_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
City Clerk

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**CERTIFICATE OF AUTHENTICATION AND REGISTRATION**

This Bond is one of a series of Taxable Special Obligation Community Improvement District Revenue Bonds (Woodside Village CID Project), Series 2014[A][B], of the City of Westwood, Kansas, described in the within-mentioned Indenture.

Registration Date \_\_\_\_\_

UMB BANK, N.A.,  
as Trustee, Bond Registrar and Paying Agent

By: \_\_\_\_\_

Registration Number:

---

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

I, RON ESTES, Treasurer of the State of Kansas, do hereby certify that a transcript of the proceedings leading up to the issuance of this Bond has been filed in my office, and that this Bond was registered in my office according to law on \_\_\_\_\_.

WITNESS my hand and official seal.

(Facsimile Seal)

\_\_\_\_\_  
(facsimile)  
Treasurer of the State of Kansas

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**ASSIGNMENT**

**FOR VALUE RECEIVED**, the undersigned hereby sells, assigns and transfers unto

---

Print or Type Name, Address and Social Security Number  
or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints agent to transfer the within Bond on the books kept by the Trustee for the registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
NOTICE: The signature to this assignment must correspond with the name of the Registered Bondowner as it appears upon the face of the within Bond in every particular.

Signature Guaranteed By:

\_\_\_\_\_  
[Name of Eligible Guarantor Institution (as defined by SEC Rule 17Ad-15 (12 CFR 240.17Ad-15) or any similar rule which the Trustee deems appropriate)]

By \_\_\_\_\_

Title:

\_\_\_\_\_

**EXHIBIT C  
TO BOND TRUST INDENTURE**

Request No: \_\_\_\_\_

Date: \_\_\_\_\_

**WRITTEN REQUEST**

**(Section 404 - COSTS OF ISSUANCE FUND)**

To: UMB Bank, N.A., as Bond Trustee  
Kansas City, Missouri

Re: \$1,700,000 City of Westwood, Kansas Community Improvement District Revenue  
Bonds (Woodside Village CID Project), Series 2014A and Series 2014B

You are hereby requested and directed as Bond Trustee under the Bond Trust Indenture dated as of July 1, 2014 (the "Indenture"), between the City of Westwood, Kansas and you, as Trustee, to pay from moneys in the Costs of Issuance Fund, pursuant to **Section 404** of the Indenture, to the following payees the following amounts for the following Issuance costs (as defined in the Indenture):

<u>Payee</u>	<u>Amount</u>	<u>Description of Issuance Costs</u>
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The undersigned Authorized Issuer Representative hereby states and certifies that each item listed above is a proper Costs of Issuance (as defined in the Indenture) that was incurred in connection with the issuance of the above-referenced Bonds, and the amount of this request is justly due and owing and has not been the subject of another requisition which was paid.

**CITY OF WESTWOOD, KANSAS**

By: \_\_\_\_\_

Title: Authorized Issuer Representative

**EXHIBIT D  
TO BOND TRUST INDENTURE**

Request No: \_\_\_\_\_

Date: \_\_\_\_\_

**WRITTEN REQUEST**

**(Section 403 - PROJECT FUND)**

To: UMB Bank, N.A., as Bond Trustee  
Kansas City, Missouri

Re: \$1,700,000 City of Westwood, Kansas Community Improvement District Revenue  
Bonds (Woodside Village CID Project), Series 2014A and Series 2014B

You are hereby requested and directed as Trustee under the Bond Trust Indenture dated as of July 1, 2014 (the "Indenture"), between the City of Westwood, Kansas and you, as Trustee, to pay from moneys in the Project Fund, pursuant to **Section 403(b)** of the Bond Indenture, to the Developer for payment to the following payees the following amounts for the following CID Project Costs (as defined in the Indenture):

<u>Payee</u>	<u>Amount</u>	<u>Description of CID Project Costs</u>
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The undersigned Authorized Developer Representative hereby states and certifies that:

1. The amount to be paid is \$\_\_\_\_\_.
2. The obligation to be paid under this Written Request was properly incurred and is a proper CID Project Cost payable from the Project Fund.
3. With respect to items covered by this Requisition, there are no vendors', mechanics', or other liens, bailment leases or conditional sales contracts which should be satisfied or discharged before the payments as requisitioned herein are made, or which will not be discharged before the payments requisitioned herein are made, or which will not be discharged by such payment.
4. The amount remaining in the Project Fund after the payment of this Requisition, together with other amounts reasonably expected to be available therefor, will be sufficient to pay all remaining CID Project Costs.

5. No Event of Default has occurred and is continuing and no event or condition has occurred which, with notice or passage of time or both, would constitute an Event of Default.

6. Attached hereto is a summary statement setting forth, with respect to each budget category of CID Project Costs in question, the then current estimate of costs relating thereto and the total amount heretofore disbursed with respect to such budget category (exclusive of the amount being requisitioned hereby).

7. Each item listed above is a valid cost under the Act and a proper CID Project Cost (as defined in the Indenture) that was incurred in the acquisition, construction, renovation, remodeling, expansion, completion or equipping of portions of the CID Project in accordance with the Plans and Specifications, if required.

8. Each item listed above has not previously been paid or reimbursed from moneys in the Project Fund and no part thereof has been included in any other Written Request previously filed with the Bond Trustee under the provisions of the Indenture or reimbursed to the City or the Developer from Bond proceeds.

**WOODSIDE REDEVELOPMENT, INC.,** a  
Kansas corporation

By: \_\_\_\_\_  
Title: Authorized Developer Representative

**APPROVED:**

**CITY OF WESTWOOD, KANSAS**

By: \_\_\_\_\_  
Title: Authorized Issuer Representative

**GREAT WESTERN BANK**

By: \_\_\_\_\_  
Title: \_\_\_\_\_



**EXHIBIT E**  
**TO BOND TRUST INDENTURE**

**FORM OF INVESTMENT LETTER**

\_\_\_\_\_, [YEAR]

City of Westwood, Kansas  
Westwood, Kansas

UMB Bank, N.A., as Trustee  
Kansas City, Missouri

Re: \$\_\_\_\_\_,000 Taxable Special Obligation Community Improvement  
District Revenue Bonds, (Woodside Village CID Project), Series 2014[A][B] of the City  
of Westwood, Kansas

Ladies and Gentlemen:

The undersigned (the “Investor”) hereby represents and warrants to each of you as follows:

1. The Investor proposes to purchase \$\_\_\_\_\_,000 aggregate principal amount of the above-referenced bonds (the “Bonds”) issued pursuant to that certain Trust Indenture dated as of July 1, 2014 (the “Indenture”), between the City of Westwood, Kansas and UMB Bank, N.A., as Trustee. The Investor understands that the Bonds have not been registered under the Securities Act of 1933, as amended (the “1933 Act”) or the securities laws of any state and will be sold to the Investor in reliance upon certain exemptions from registration and in reliance upon the representations and warranties of the Investor set forth herein.

*Capitalized terms used herein and not otherwise defined have the meanings given those terms in the Indenture.*

2. The Investor has sufficient knowledge and experience in business and financial matters in general, and investments such as the Bonds in particular, to enable the Investor to evaluate the risks involved in an investment in the Bonds.

3. Investor has received and carefully reviewed (i) a copy of the Indenture, and (iii) such other information provided by the Placement Agent. Investor has received all information from UMB Bank, N.A. (the “Placement Agent”) that Investor has requested, has had all questions answered by appropriate officers of the Placement Agent, and, to the knowledge of Investor, has received all information necessary for Investor to evaluate the merits and risks of purchasing the Bonds.

4. The Investor confirms that its investment in the Bonds constitutes an investment that is suitable for and consistent with its investment program and that the Investor is able to bear the economic risk of an investment in the Bonds, including a complete loss of such investment.

5. The Investor is purchasing the Bonds solely for its own account for investment purposes only, and not with a view to, or in connection with, any distribution, resale, pledging, fractionalization, subdivision or other disposition thereof (subject to the understanding that disposition of Investor’s property will remain at all times within its control).

6. The Investor agrees that it will only offer, sell, pledge, transfer or exchange any of the Bonds it purchases (i) in accordance with an available exemption from the registration requirements of Section 5 of the 1933 Act, (ii) in accordance with any applicable state securities laws and (iii) in accordance with the provisions of the Indenture.

7. The Investor acknowledges that the Bonds and the interest thereon shall be special, limited obligations of the City payable (except to the extent paid out of Bond proceeds or the income from the temporary investment thereof and under certain circumstances from insurance proceeds and condemnation awards) solely out of the CID Revenues and other payments derived by the City under the Redevelopment Agreement (except for fees and expenses payable to the City, the City's right to indemnification as set forth in the Redevelopment Agreement and as otherwise expressly set forth therein), and are secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the Bondowners, as provided in this Indenture. The Bonds and interest thereon shall not be deemed to constitute a debt or liability of the State of Kansas or of any political subdivision thereof within the meaning of any state constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the State of Kansas or of any political subdivision thereof, but shall be payable solely from the funds provided for in the Redevelopment Agreement and in this Indenture. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the State of Kansas, the City or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment. The State of Kansas shall not in any event be liable for the payment of the principal of, redemption premium, if any, or interest on the Bonds or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the City. No breach by the City of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State of Kansas or any charge upon its general credit or against its taxing power.

8. The Investor acknowledges that the City is not making any representations or warranties to the Investor with respect to the offer or sale of the Bonds other than those representations expressly set forth in the Indenture, and the offer of the Bonds to the Investor is being made solely by the Developer and its agents.

[\*\*USE APPLICABLE SECTION 9\*\*]

9. The Investor is familiar with Rule 144A promulgated under the 1933 Act and is a "qualified institutional buyer" as defined in Rule 144A; it is aware that the sale of Bonds to it is made in reliance on Rule 144A and understands that such Bonds may be offered, resold, pledged or transferred only (i) to a person who the Investor reasonably believes is a "qualified institutional buyer" that purchases for its own account or for the account of a qualified institutional buyer to whom notice is given that the resale, pledge or transfer is being made in reliance on Rule 144A, or (ii) pursuant to another exemption from registration under the 1933 Act.

10. The Investor is familiar with Regulation D promulgated under the 1933 Act and is a sophisticated institutional investor and an "accredited investor" within the meaning of Regulation D; it understands that such Bonds may be resold, pledged or transferred only (i) to a person who the seller reasonably believes is a sophisticated institutional investor and an accredited investor that purchases for its own account; or (ii) pursuant to another exemption from registration under the 1933 Act.

[Add following paragraph if accredited investor and an individual]

[\*If the Investor is a natural person: (i) the Investor has a net worth, or joint net worth with his or her spouse, of at least \$1,000,000, or (ii) the Investor had an individual income in excess of \$200,000 in each of the two most recent years or joint income with his or her spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year. If the Investor is a registered investment advisor, it has such knowledge and experience in business and financial matters, including the analysis of a participation in the purchase of similar investments, as to be capable of evaluating the merits and risks of an investment in the Bonds on the basis of the information and review described in paragraph 3, and the investment company for which it is purchasing the Bonds is duly and validly organized under the laws of its jurisdiction of incorporation or organization and can bear the economic risk of the purchase of the Bonds.\*]

11. If the Investor sells any of the Bonds other than pursuant to a mandatory or optional tender and purchase provided for in and complying with the Indenture, the Investor or its agent will obtain from any subsequent purchaser the same representations contained in this Representation Letter.

12. The Investor acknowledges and understands that each of you is relying and will continue to rely on the statements made herein.

Very truly yours,

[Name of Investor]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Must be President, Chief Financial Officer or other Executive Officer if this is in connection with a Rule 144A transaction.]

**EXHIBIT F**  
**TO BOND TRUST INDENTURE**

**MAKE WHOLE PRICE CALCULATION**

The Make Whole Price for purposes of the Bonds shall be calculated by the following formula:

(a) Issuer acknowledges that (i) Bond Purchaser has agreed to purchase the Bond at the Fixed Rate based on Bond Purchaser's ability to, at Bond Purchaser's option, enter into a Risk Management Agreement for purposes of protecting Bond Purchaser from fluctuations in the prevailing rates at which Bond Purchaser can obtain funds on the interest rate market; (ii) Bond Purchaser's agreement to the Fixed Rate is a substantial benefit to Issuer; and (iii) Prepayment of the Bond may result in damages suffered by Bond Purchaser or otherwise affect the financial benefit to Bond Purchaser under this Bond.

(b) All optional Prepayments under **Sections 302(a)** shall be accompanied by payment to Bond Purchaser of the Economic Costs, all interest accrued, and other sums due under this Bond and the other Bond Documents.

(c) For purposes of this Exhibit F: (i) "Economic Costs" means: (A) if Bond Purchaser has Hedged the Bond, then an amount equal to the Hedge Break Costs, or (B) if Bond Purchaser has not Hedged the Bond, the Make Whole Amount, plus, in the case of (A) or (B), an administrative fee in the amount of up to \$1,000, as determined by Bond Purchaser; (ii) "Fixed Rate" means the fixed rate of interest applicable to the Bond as of the Prepayment Date, provided that if there has occurred an Event of Default, the term shall mean the rate of interest applicable to the Bond immediately prior to the Event of Default; (iii) "Fixed Rate Margin" means the difference between the Fixed Rate and the Cost of Funds Rate as of the Interest Fixing Date; (iv) "Cost of Funds Rate" means the rate at which Bond Purchaser could borrow comparable amounts for a comparable interest period in the taxable interest rate market, as determined by Bond Purchaser by reference to the prevailing US Dollar (Libor) interest rate swap market, provided that if for any reason Bond Purchaser is unable to determine the Cost of Funds Rate, the term will mean the Treasury Rate; (v) "Hedged" means that Bond Purchaser has entered into a Risk Management Agreement for purposes of fixing or limiting its interest expense with respect to the funds used to provide the purchase the Bond from Issuer; (vi) "Hedge Break Costs" means any amount due and payable by Bond Purchaser to a Wholesale Market Counterparty plus Bond Purchaser's additional handling, processing or other costs, resulting from any full or partial termination, re-pricing or restructure, of a Risk Management Agreement, whether or not the Risk Management Agreement is actually terminated in full or in part, provided that if the termination of the Risk Management Agreement results in a credit due to Bond Purchaser by the Wholesale Market Counterparty, the Hedge Break Costs shall be zero dollars, and no payment shall be due from Bond Purchaser to Issuer; (vii) "Interest Fixing Date" means the Closing Date or, if earlier, the date of any agreement between Issuer and Bond Purchaser setting the Fixed Rate to a specific rate per annum; (viii) "Bond Amortization Schedule" means an amortization schedule prepared by Bond Purchaser based on the original principal amount of the Bond, the Fixed Rate, and any scheduled repayments of the Bond in accordance with this agreement; (ix) "Make Whole Amount" means, the sum of the present values of the amount resulting from the following calculation, utilizing a discount rate equal to the prevailing US Dollar (Libor) Interest Rate Swap market as of the Prepayment Date, for each corresponding interest payment period: (A) the difference between (1) the Fixed Rate and (2) the Market Rate; (B) multiplied by the amount optionally redeemed; (C) multiplied by the portion of the term of the Bond, in years (including fractions of years) between the Prepayment Date and the Maturity Date; provided that If the foregoing calculation results in a number less than zero, the Make Whole Amount shall be zero; (x) "Market Rate" means the Cost of Funds Rate as of the date of the Prepayment plus the Fixed Rate Margin; (xi) "Prepayment" means any repayment of the unpaid principal sum of the Bond in whole or in part prior to the date on which repayment is due under the terms and conditions of the Bond, including without limitation any such repayment following Bond Purchaser's exercise of its rights upon and Event of Default and acceleration of the Maturity Date, whether or not foreclosure proceedings were commenced; (xii) "Prepayment Date" means with respect to any Prepayment, the date received by Bond Purchaser and credited to the unpaid principal amount of the Bond in accordance with this agreement; (xiii) "Risk Management Agreement" means an interest rate swap, interest rate caps, interest rate collars, fixed funding or other similar agreement entered into by Bond Purchaser with respect to the Bond; (xiv) "Treasury Rate" means the yield calculated by the linear interpolation of the yields, as reported in the Federal Reserve Statistical Release H.15

Selected Interest under the heading "U.S. government securities", and the subheading "Treasury constant maturities" for the week ending prior to the Prepayment Date, of U.S. Treasury constant maturities with maturity dates (one longer and one shorter) most nearly approximating the Bond Maturity Date; provided that if Federal Reserve Statistical Release H.15 Selected Interest Rates is no longer published, Bond Purchaser shall select a comparable publication to determine the Treasury Rate in its reasonable discretion; and (xv) "Wholesale Market Counterparty" means any counterparty to Bond Purchaser under a Risk Management Agreement, including without limitation, any such counterparty which is a parent or affiliate of Bond Purchaser.

Upon a request by Issuer, Bond Purchaser shall endeavor to prepare and deliver to Issuer a statement of the amount and determination of any Economic Costs due upon the Prepayment of the Bond. The calculation of the Economic Costs may be made by Bond Purchaser as of any day during the thirty (30) day period preceding the actual or anticipated Prepayment Date. Provided Bond Purchaser has in good faith applied the applicable formula specified in this Section above, Issuer shall not contest the calculation or the method of calculation set forth in any such statement in the absence of manifest error, Bond Purchaser shall not be obligated or required to have actually terminated any Risk Management Agreement or reinvested the amount of the Prepayment at the Treasury Rate or otherwise as a condition to receiving Economic Costs.



## Chief Administrative Officer/City Clerk Report

November 2021

To: Mayor and City Council  
From: Leslie Herring, Chief Administrative Officer/City Clerk  
Date: November 11, 2021  
RE: Update on some of the key areas of focus of the Administration Department

### Current Priorities

3<sup>rd</sup> Quarter (October) through 3<sup>rd</sup> Quarter (December) 2021

- *Create a Records Retention Policy*
  - Not yet started.
- *Create a Citizen Satisfaction Strategic Plan of Action*
  - Staff is considering how to quantify and make progress on citizen satisfaction, possibly involving administering citizen satisfaction surveys relating to City operations and service delivery.
- *Review and consider updates to the Comprehensive Plan and the City's zoning ordinance*
  - The Planning Commission is working from a schedule that forecasts final adoption of changes to occur by the end of 2021. The Planning Commission is reviewing redline draft edits at its regular December meeting.
- *Create City Council Strategic Planning*
  - Staff will propose an approach for the Council to consider to build a strategic plan for use by City staff and the Council in guiding projects and priorities.
- *Execute the City's future facilities plan and plan for future use of City-owned/optioned property*
  - The City's ULI TAP was conducted in October 2021, with the intent of providing the City Council will recommendations and guidance related to the long-term disposition of City property.
  - Staff will draft a request for qualifications for the City facilities assessment, with the aim of engaging a professional services firm for this work in early 2022.
  - Staff is vetting options for engaging an owner's representative to help manage the various development proposals that are anticipated to be received over the next several years as a result of the ULI TAP and the City facilities assessment.
- *Support the City's Pavement Management Plan*
  - City Administration staff will support the Public Works Department as it leads the process of engaging in a joint contract for professional services to evaluate the City's streets and sidewalks and recommend prioritization of projects for inclusion in future CIPs.

## **COUNCIL ACTION FORM**

Meeting Date: November 11, 2021

Staff Contact: Curtis Mansell, Chief of Police

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**Agenda Item:** Consider Renewal of IT Services Agreement with Johnson County government

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### **Background / Description of Item:**

- The police department has several IT functions that it completes on a daily, weekly, monthly or yearly basis. Many of these procedures are regulated by industry best practices, the law, FBI and KBI.
- Police Department IT services are required to function 24 hours a day, 7 days a week and therefore it is best to have support that mirrors those times of operation.
- This is an annual renewal and provided for in the 2022 budget process.
- Several small municipalities utilize Johnson County DTI to provide IT services.
- The cost is projected to be \$11,616. However, the actual fee for the Check Point License (a security function) is still in flux so that may change slightly.
- The contract allows for billing charges to be modified in the event of a significant change in the number of devices (a change of approx. 25% increase/decrease).
- Contract was reviewed by the City Attorney; however, we are still awaiting confirmation from the Johnson County Attorney that the revisions suggested are acceptable.

### **Staff Recommendation:**

Authorize the Mayor to sign the contract with Johnson County DTI to continue to provide services in 2022 to the Westwood Police Department.

### *Suggested Motion*

*I move to approve the Mayor to execute the Renewal of Information Technology Services Agreement between the Board of County Commissioners of Johnson County, Kansas and the City of Westwood, subject to final approval by the City Attorney.*

RENEWAL OF INFORMATION TECHNOLOGY SERVICES  
AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF  
JOHNSON COUNTY, KANSAS AND THE CITY OF WESTWOOD, KANSAS

THIS RENEWAL OF INFORMATION TECHNOLOGY SERVICES AGREEMENT (“Renewal”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Westwood, Kansas (“City”) and the Board of County Commissioners of Johnson County, Kansas (“County”).

WITNESSETH:

WHEREAS, the City and the County entered in that certain Information Technology Services Agreement dated January 28, 2016, regarding the provision of information technology services for the Westwood Police Department, which was subsequently renewed (the original agreement and subsequent renewal thereto are together referred to as the “Agreement”); and

WHEREAS, the City and the County desire to renew and amend the Agreement.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual promises and covenants hereinafter given, and pursuant to, and in accordance with, the statutory authority vested in the City and the County, the parties hereto agree as follows:

1. Renewal. The City and the County hereby agree that the Agreement shall be, and hereby is, renewed for an additional term from January 1, 2022 through December 31, 2022 (“Renewal Term”).

2. Services. During the Renewal Term, the County agrees to provide the services set forth in Exhibit A, attached hereto and incorporated herein by reference, and the Westwood Police Department agrees to share in the costs of those services by paying the amounts set forth in Exhibit A, which are the annual costs of the services. The prices stated in Exhibit A are based on 13 supported employees (9 Full-time and 4 Part-time), as stated therein. If the number of supported employees increases above 16 (or decreases below 7) the cost of this Agreement will be adjusted for the remainder of the contract period (pro-rated at the rate of \$1,050 per employee per year plus the cost of licenses, as appropriate). These rates are valid for the Renewal Term and are valid only if the City obtains and maintains a highspeed data connection of at least 10mb between the City’s facility and any County facility on its highspeed network. The County reserves the right to raise these rates if the City fails to obtain and maintain high speed connectivity. The City must notify the County of increased need for bandwidth. The County reserves the right to limit bandwidth as necessary to support priority business needs. The City agrees to pay the costs set forth in Exhibit A on a quarterly basis commencing upon execution of this Renewal. The City agrees to adhere to the County security policies, procedures, and processes, including to allow scanning of any devices attached to the Johnson County network. This also includes software patching and updates that are usually free (ex: Microsoft/Adobe) and necessary to appropriately maintain devices. It does not include version upgrades to the Microsoft Operating System, which are periodically necessary and may require additional support hours. Software Management, including the purchase and maintenance of software licenses and license installation keys, is the responsibility of the City.



3. Additional Services. The parties agree that during the Renewal Term, if the Westwood Police Department requests additional professional services that are not included in the services set forth in Exhibit A, then the County's hourly rates for such services shall be as follows:

Tier 1 Support per hour	\$55.00	Support Center
Tier 2 Support per hour	\$75.00	Systems, Phone, Network, Applications
Consulting per hour	\$90.00	Security, Project Management
DBA Support per hour	\$90.00	Data Administration

4. Agreement Effective. Except as expressly modified by this Renewal, the terms and provisions of the Agreement shall remain unchanged and in full force and effect.

5. The City shall protect, defend, indemnify, and hold harmless the County, its officers, employees and agents free from any and all claims, losses, penalties, damages, settlements, costs charges, professional fees, or other expenses or liabilities of every kind and character arising from or in any way related to the negligent or intentional act, error or omission of the City, its officers, employees or agents, in performing under, arising from, or related to this Agreement.

6. The County is not responsible for providing insurance or self-insurance for the benefit of the City. For this reason, it is recommended that the City shall, at all time during the term of this Agreement and for not less than three (3) years after the expiration or termination thereof, maintain Data Privacy & Security (Cyber) insurance, with limits not less than \$1,000,000 per claim and aggregate, underwritten by an insurance company authorized to write insurance in the state of Kansas. City shall furnish a Certificate of Insurance to the County at the time of execution of this Agreement and within five (5) days of the date of renewal of this insurance. Board of County Commissioners, Johnson County, Kansas, c/o Risk Manager, 111 S. Cherry Street, Suite 2400, Olathe, KS 66061 shall be named as an additional insured. If City does not carry the above referenced Cyber insurance, City shall be responsible for the cost of and hold County harmless for any resulting damages and costs arising from any data breach incident or claim that would otherwise be covered by Cyber insurance

7. The County expressly disclaims any express or implied warranties, representations or endorsements regarding any data, information, services or products provided in connection with, included in, or regarding this Agreement. No advice or information given by County officers, employees, agents or contractors shall create a warranty.

8. All County employees providing services on behalf of the County under this Agreement shall remain employees of the County for all purposes and shall not be deemed employees of the City under any circumstances. Similarly, all employees of the City coordinating with or providing any assistance to the County in the performance of services under this Agreement shall remain employees of the City for all purposes and shall not be deemed employees of the County under any circumstances.

IN WITNESS WHEREOF, the parties hereto have caused this Renewal to be executed in two (2) counterparts by their duly authorized representatives and made effective the day and year first above written.

CITY OF WESTWOOD, KANSAS

By \_\_\_\_\_  
David E. Waters, Mayor

Date \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
OF JOHNSON COUNTY, KANSAS

By \_\_\_\_\_  
William P. Nixon, Jr., Chief Information Officer

Date \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Ryan Haga, Assistant County Counselor

Date \_\_\_\_\_

*[Remainder of page intentionally left blank.]*

## **EXHIBIT A**

<b># Full Time Users:</b> 9.5 <b># Part Time Users (&lt;4 hrs):</b> 4 <b># of Devices:</b> 13 <b># of Servers:</b> 2	<b>Westwood Police Department</b> <b>Description of Services</b>	
<b>Systems</b>	Server support - Remote monitoring, Server Operating System support, server backups, server patching and print management. Email Support with spam filtering as provided. Active Directory support and maintenance.	\$3,945.00
<b>Application Support</b>	DTI will interface with the Jayhawker and Midas support to assist with problem resolution and/or application upgrades. Other application assistance available at the hourly rate listed above.	(included above)
<b>Data Management</b>	DTI will provide regular monitoring of the Jayhawker and Midas database backups and identify problems as they occur. DTI will work with Jayhawker and Midas support to assist with problem resolution. Additional DTI Data Management assistance is available at the hourly rate listed above.	(included above)
<b>Network</b>	Network monitoring - Includes all network systems, core appliances and switches. Network administration and support - review event logs and implementation of manufacturer-recommended firmware updates for routers and switches. Identify and recommend network hardware replacements, assisting with the installation as needed. Internet Connection	\$2,114.00
<b>Security</b>	Firewall and VPN Management - Monitor, maintain and support the clients firewall and current VPN system. Provide firewall security reviews upon request, limit 1 annually, to address best practices in controls. Network Security Monitoring and Intrusion-Prevention Services – Monitor internal and external network traffic to identify malicious activity and block and/or report on activity dynamically based upon County security best practices. Anti-Virus and Threat Management - Monitor, maintain and support the client's anti-virus to ensure AV signatures are current and active across all devices. Internet filtering per County best practices	\$2,114.00
<b>Support Center – Help Desk</b>	Provides a single point of contact, by phone or email, to report and record incidents and to facilitate the restoration of county standard devices and normal IT operational services. The Support Center provides Tier 1 remote desktop support as requested M-F, 7:30-5:00 (excluding holidays) and provides on-call support after normal business hours for emergency outages (escalated to Tier 2 support).	\$1,808.00
<b>Sub-total Support Services</b>		\$9,981.00
<b>Software**</b>	Check Point Licenses - 12 @ \$30 and 2 @ \$5	\$370.00
	Lansweeper License - 12 @ \$1.25	\$15.00
<b>Hardware</b>	Servers (VM): Domain Controller & File/Print - \$500 ea per yr	\$1,000.00
<b>Other</b>	Contract Administration Fee	\$250.00
<b>Total Managed Services</b>		\$11,616.00

\* Standard Support: Monday-Friday 7:30a-5pm; Emergency on-call phone support available as-needed

\*\*City is responsible for software management including the purchase and maintenance of software licenses & license installation keys not identified above. DTI will not install or transfer unsupported or unlicensed software.

- Inventory the City's Assets
  - Staff will work with the City's insurance broker to conduct an inventory of the City's assets.

### **Building Services**

The following is a snapshot of select building permits of note issued last month:

#### *Residential*

New Construction – None

Additions – None

Alterations – None

Demolition – None

#### *Commercial*

New Construction – None

Additions – None

Alterations – None

Demolition – None

## **Westwood Public Works Monthly Report**

**TO: GOVERNING BODY**  
**FROM: JOHN SULLIVAN, DIRECTOR OF PUBLIC WORKS**  
**RE: MONTHLY REPORT, OCTOBER 2021**  
**DATE: NOVEMBER 9, 2021**

Some of the activities for Public Works in October include:

1. Daily collection of trash from City Hall and City Parks.
2. Perform a weekly inspection of the playground equipment and park facilities.
3. Perform a weekly inspection of the traffic control signs throughout the city; replace poles and signs as required.
4. I prepared the Purchase Orders and documentation for those purchases.
5. Performed routine maintenance at the City Hall to include the servicing of the air handling equipment, re-lamping fixtures and repairing or installing appurtenances including plumbing fixtures.
6. I represented the city at various meetings to include:  
Kansas UPROW Committee Meeting – Virtual – 1.5 hrs.  
Emergency Managers Forum – Virtual - 1 hr.
7. Received, via email, Kansas One-Call Locate Requests, advised callers of their status with the City of Westwood regarding utilities and advised, when appropriate, the need to either get an excavation permit, building permit or fence permit. I provided the building official with a copy of the locate requests for follow-up for any building permits that may be required and answered any questions when asked.
8. We performed routine maintenance on the Public Works vehicles and equipment to include fluid services, cleaning, and general repairs.
9. Routine maintenance of the Public Works Facility to include the air handling equipment, plumbing, electrical, and cleaning.
10. Performed various clerical duties for the Public Works Department's daily functions.
11. I attended Public Works, City Council and Staff and Committee meetings as required.
12. Observed activities associated with ROW Permits.
13. We marked streetlight utilities when requested by the One-Call System.
14. We patched potholes in various locations.
15. We performed monthly safety checks at all City properties as well as monthly fire extinguisher inspections.
16. Mitch is attending monthly Safety Committee Meetings.
17. We assisted with Octoberfest event.
18. We performed routine mowing and trimming.
19. We irrigated flowers and newly planted trees.
20. We installed new banners on Rainbow and S.M. Pkwy.
21. We serviced the street sweeper in preparation for leaf pickup.
22. We installed bumper blocks at Walmart to aid in the prevention of damage to the stone walls.

23. We shut down the fountains and winterized them.
24. We repaired potholes at various locations.
25. We temporarily repaired the traffic signal pole at the northwest corner of Rainbow and W. 47<sup>th</sup> Street. The manager at the carwash observed the truck that struck the signal and new pushbuttons that were damaged and provided us with video footage of the incident. I have contacted the trucking company and am working with them to provide reimbursement for the damages.
26. We swept streets.
27. We installed various signs in Mission Woods under our contract.

This concludes my activities report for some of the activities for Public Works in October.

To: Governing Body  
From: John Sullivan, Director of Public Works  
Date: November 9, 2021  
Re: Monthly Status Report

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- W. 47<sup>th</sup> Street Project: The street lighting for this project has been a challenge. The cost of raw materials as well as transportation costs and inflation has ballooned the cost of the poles and fixtures beyond our original estimate. I will be presenting a plan to help mitigate the cost increases for your consideration at the Council Meeting on November 11<sup>th</sup>. I will need direction and a decision in order to keep the schedule intact and preserve the pricing at this meeting.
- 2021 Street Improvement Projects: This project has been delayed until April 1, 2022. Kansas Gas has completed its relocation work of phase I. Phase II will begin at any time.
- State Line CARS Project: The agreement has been delivered to the Kansas AG for approval and signature.
- Stone Wall, 4800 Rainbow Blvd: I have received the opinion information from the City Attorney. Clearly the information shows that the wall in question is on City ROW and in the opinion of the City Attorney is our responsibility. I propose to have the City Engineer finish the plans to replace the wall and stone veneer, discuss the project with the property owners, obtain a temporary construction easement and when the budget is developed for the CIP in 2022, program the project as it completes with the other projects in the CIP.
- Mission Woods request for participation in a traffic signal modification, striping and handicap ramp relocation related to Shawnee Mission Parkway and Rainbow: The City of Westwood shares the intersection previously mentioned with the City of Mission Woods (25% Westwood, 75% Mission Woods). Mission Woods would like to add an additional crosswalk on the east side of the intersection and on the south side of the intersection. They would also like to move the crosswalk that is on the west side of the intersection farther east which would require new handicap ramps. I indicated we would not participate in any improvements in Mission Woods, and I would have to discuss with the Public Works committee whether we want to bring

forward a project and what that may cost. We are in the very early stages of discussion, and I don't think we have a good understanding of what signal modifications will be required. The city of Mission Woods wants this done sooner rather than later. We shall see. I have not heard anything else on this matter to date.

- Westwood View School Project: The Stormwater infrastructure is complete. The Sanitary Sewer line is complete. The fire protection line and the domestic water service are complete. The building is starting to come out of the ground. The School District has moved the timeline up with construction expected to be complete by the end of summer 2022 and students in the new building in the fall of 2022. We will need to perform our sidewalk extensions, handicap ramp modifications and pavement markings in the summer of 2022. I anticipate a discussion on street parking surrounding the school in the early part of the summer 2022 to allow us time to enact any new ordinances and install the necessary signage.