

Anyone wishing to attend will need to call ahead at 913-684-0417 to reserve a seat as the meeting room has limited capacity. We are encouraging everyone to continue to view the meeting live via YouTube.

***Leavenworth County
Board of County Commissioners***

Regular Meeting Agenda
300 Walnut Street, Suite 225
Leavenworth, KS 66048
January 12, 2022
9:00 a.m.

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE
- III. ROLL CALL
- IV. PUBLIC COMMENT: Public Comment shall be limited to 15 minutes at the beginning of each meeting for agenda items **only** and limited to three minutes per person. Comments at the end of the meeting shall be open to any topic of general interest to the Board of County Commissioners and limited to five minutes per person. There should be no expectation of interaction by the Commission during this time.

Anyone wishing to make comments either on items on the agenda or not are encouraged to provide their comments in writing no later than 8:00 AM the Monday immediately preceding the meeting. These comments will be included in the agenda packet for everyone to access and review. This allows the Commission to have time to fully consider input and request follow up if needed prior to the meeting.
- V. ADMINISTRATIVE BUSINESS:
- VI. CONSENT AGENDA: The items on the Consent Agenda are considered by staff to be routine business items. Approval of the items may be made by a single motion, seconded, and a majority vote with no separate discussion of any item listed. Should a member of the Governing Body desire to discuss any item, it will be removed from the Consent Agenda and considered separately.

a) Approval of the minutes of January 5, 2022

- b) Approval of the schedule for the week January 17, 2022
- c) Approval of the check register
- d) Approve and sign the OCB's

MOTION TO ADJOURN SINE DIE

**MOTION TO APPOINT TEMPORARY
CHAIRPERSON**

MOTION TO CONVENE

VII. FORMAL BOARD ACTION:

- a) Consider a motion to appoint a new chairperson.
- b) Consider a motion to set regular meeting days.
- c) Consider a motion to approve the official newspaper for the County.
- d) Consider a motion to approve the official depository for the County.
- d) Consider a motion to approve Resolution 2022-2, setting the Elected Officials salaries as approved in the 2022 budget.
- e) Consider a motion to approve Resolution 2022-3, prescribing the form and details of and authorizing and providing for the issuance of general obligation sales tax refunding bonds, Series 2022-A of Leavenworth County, Kansas; providing for the levy and collection of an annual tax for the purpose of paying the principal of and interest on said bonds as they become due; authorizing certain other documents and actions in connection therewith; and making certain covenants with respect thereto.
- f) Consider a motion to approve and authorize the chairman to sign a three-year renewal contract with iBoss for the County's web filtering solution.
- g) Consider a motion to approve the funding request presented by the County Attorney.

VIII. PRESENTATIONS AND DISCUSSION ITEMS: presentations are materials of general concern where no action or vote is requested or anticipated.

- a) Quarterly Reports

- Council on Aging
- Planning and Zoning

b) Executive session to discuss non-elected personnel

IX. ADDITIONAL PUBLIC COMMENT IF NEEDED

ADJOURNMENT

LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

Monday, January 10, 2022

Tuesday, January 11, 2022

Wednesday, January 12, 2022

9:00 a.m. Leavenworth County Commission meeting
• Commission Meeting Room, 300 Walnut, Leavenworth KS

Thursday, January 13, 2022

Friday, January 14, 2022

ALL SUCH OTHER BUSINESS THAT MAY COME BEFORE THE COMMISSION

ALL MEETINGS ARE OPEN TO THE PUBLIC

COMMENTS SHOULD BE OF GENERAL INTEREST OF THE PUBLIC AND SUBJECT TO THE RULES OF DECORUM

*****January 5, 2022 *****

The Board of County Commissioners met in a regular session on Wednesday, January 5, 2022. Commissioner Mike Smith, Commissioner Culbertson, Commissioner Doug Smith and Commissioner Stieben are present; Commissioner Kaaz is present by phone; Also present: Mark Loughry, County Administrator; David Van Parys, Senior County Counselor; Ed Hingula, Leavenworth City Commissioner-Elect; John Richmeier, Leavenworth Times

Residents: AW Himpel, Joe Herring, Dennis Taylor, John Matthews

PUBLIC COMMENT:

There were no public comments.

ADMINISTRATIVE BUSINESS:

Mark Loughry presented an outline for the challenge coin that will be presented to the local school districts.

It was the consensus of the Board to use the Courthouse and the state motto on the opposite side of the challenge coin.

Commissioner Stieben inquired if the Board intended to match funds with cities on ARPA funds for road improvement projects.

Mr. Loughry indicated the second half of the funds have not been received but felt it was the intention of the Board to wait to see what the final direction from the federal government was on how the funds can be utilized and what county projects are available.

Commissioner Culbertson reported he will be voting at a KAC meeting this afternoon to allow the Kansas Human Resources Association to be admitted to the Kansas Association of Counties as an affiliate member instead of an associate member making them a voting member of KAC indicating he will be voting yes and asking the Board if they were agreeable to that vote.

It was the consensus that Commissioner Culbertson votes yes at the KAC meeting.

Commissioner Culbertson stated the city of Easton passed a no jake-braking ordinance within the city limits and asked for a consensus from the Board to have Public Works put the signs up.

It was the consensus of the Board to allow Public Works to put the signs up.

Commissioner Culbertson reported he has been working on exposed high-pressure gas lines asking if the Board could direct the County Counselor to draft a resolution that states exposed high-pressure gas lines are against County regulations.

David Van Parys stated the Board could enact a resolution based on the public safety principle.

Commissioner Stieben inquired about businesses operating without a special use permit and penalties after they come into compliance.

Mr. Van Parys indicated once an application is submitted on such businesses an additional fee could be attached.

Commissioner Doug Smith recognized that Community Corrections received a juvenile crime prevention grant. He inquired if there has been a boat count from the storage businesses on how many out of county boats are stored within Leavenworth County.

Mr. Loughrystated he would ask the County Appraiser but indicated the business owners where not obligated to report that information.

A motion was made by Commissioner Culbertson and seconded by Commissioner Mike Smith to accept the consent agenda for Wednesday, January 5, 2022 as presented.

Motion passed, 5-0.

David Van Parys presented Resolution 2022-1, approving the execution and delivery of an agreement to release and assign the city's opioid claims to the Kansas Attorney General certifying costs attributable to substance abuse and addition mitigation in excess of \$500.00.

A motion was made by Commissioner Doug Smith and seconded by Commissioner Stieben to approve Resolution 2022-1, opioid proceeds.

Motion passed, 5-0.

Commissioner Mike Smith announced Harbor Freight is scheduled to open January 11. He will attend the swearing in of the new council members for the city of Lansing.

Commissioner Doug Smith recognized the County Shop for an excellent job of the snow removal.

Commissioner Stieben attended the Tonganoxie City Council meeting.

Commissioner Culbertson attended the Easton City Council meeting and attended the Leavenworth City Commission work session. He is working with Council on Aging for a spring benefit concert.

Commissioner Kaaz reported a joint board meeting will be held next week for Fire District #1.

A motion was made by Commissioner Doug Smith and seconded by Commissioner Stieben to adjourn.

Motion passed, 5-0.

The Board adjourned at 9:36 a.m.

LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

Monday, January 17, 2022 THE COURTHOUSE WILL BE CLOSED IN OBSERVANCE OF MARTIN LUTHER KING JR. DAY

Tuesday, January 18, 2022

Wednesday, January 19, 2022

9:00 a.m. Leavenworth County Commission meeting
• Commission Meeting Room, 300 Walnut, Leavenworth KS

Thursday, January 20, 2022

Friday, January 21, 2022

11:30 a.m. LCDC Annual Meeting
• Riverfront Community Center

ALL SUCH OTHER BUSINESS THAT MAY COME BEFORE THE COMMISSION

ALL MEETINGS ARE OPEN TO THE PUBLIC

COMMENTS SHOULD BE OF GENERAL INTEREST OF THE PUBLIC AND SUBJECT TO THE RULES OF DECORUM

START DATE: 01/01/2022 END DATE: 01/07/2022

TYPES OF CHECKS SELECTED: * ALL TYPES

		P.O.NUMBER	CHECK#							
2489	BEDNAR, ROBERT	HONORABLE ROBERT BEDNAR	325049	96360 AP	01/07/2022	2-001-5-19-252	DOMESTIC COURT PRO TEM	3,000.00		
23989	CASA	CASA	325053	96364 AP	01/07/2022	2-001-5-29-203	PER LVCO 2022 BUDGET	17,500.00		
5447	CITY WIDE MAINTENANC	CITY WIDE MAINTENANCE	325054	96365 AP	01/07/2022	2-001-5-32-296	JC JANITORIAL SVC	5,582.00		
22074	CLIA (SHERIFF)	CLIA	325055	96366 AP	01/07/2022	2-001-5-07-203	2022 MEMBERSHIPS SLAUGHTER/MA	50.00		
86	EVERGY	EVERGY KANSAS CENTRAL INC	325056	96367 AP	01/07/2022	2-001-5-05-215	ELEC SVC EMS 9103	457.67		
86	EVERGY	EVERGY KANSAS CENTRAL INC	325056	96367 AP	01/07/2022	2-001-5-33-392	ELEC SVC CUSHING BUILDING 711	7,053.83		
								*** VENDOR	86 TOTAL	7,511.50
14001	FAIRMOUNT	FAIRMOUNT TOWNSHIP FIRE DEPT	325057	96368 AP	01/07/2022	2-001-5-05-217	AMBULANCE STATION RENT - 12 MO	24,000.00		
243	GEOTAB	GEOTAB USA INC	325059	96370 AP	01/07/2022	2-001-5-06-220	LEAV01 IN292942 DECEMBER SERVI	32.66		
243	GEOTAB	GEOTAB USA INC	325059	96370 AP	01/07/2022	2-001-5-11-253	LEAV01 IN292942 DECEMBER SERVI	16.33		
243	GEOTAB	GEOTAB USA INC	325059	96370 AP	01/07/2022	2-001-5-31-230	LEAV01 IN292942 DECEMBER SERVI	48.99		
243	GEOTAB	GEOTAB USA INC	325059	96370 AP	01/07/2022	2-001-5-41-271	LEAV01 IN292942 DECEMBER SERVI	114.31		
243	GEOTAB	GEOTAB USA INC	325059	96370 AP	01/07/2022	2-001-5-53-220	LEAV01 IN292942 DECEMBER SERVI	97.98		
								*** VENDOR	243 TOTAL	310.27
171	IDEMIA	MORPHO USA INC	325062	96373 AP	01/07/2022	2-001-5-07-208	22855 ONE YEAR MAINT - FINGERP	2,522.00		
6636	KANSAS GAS	KANSAS GAS SERVICE	325064	96375 AP	01/07/2022	2-001-5-05-215	510263944 1556921 09 GAS TRANS	305.99		
6636	KANSAS GAS	KANSAS GAS SERVICE	325064	96375 AP	01/07/2022	2-001-5-05-215	51214220 2006970 09 GAS TRANSP	598.79		
								*** VENDOR	6636 TOTAL	904.78
19903	LANGUAGE L	LANGUAGE LINE SERVICES INC	325066	96377 AP	01/07/2022	2-001-5-19-221	9020533027 DIST CT INTERPRETER	115.07		
219	LCDC	LEAVENWORTH COUNTY DEVELOPMENT	325067	96378 AP	01/07/2022	2-001-5-01-203	2639700 LCDC ANNUAL MEETING	100.00		
219	LCDC	LEAVENWORTH COUNTY DEVELOPMENT	325067	96378 AP	01/07/2022	2-001-5-01-203	2639700 LCDC ANNUAL MEETING	25.00		
								*** VENDOR	219 TOTAL	125.00
549	MAYFAIR	FAMILIA BENITO INC	325069	96380 AP	01/07/2022	2-001-5-07-350	DRY CLEAN 8 HONOR GUARD UNIFOR	70.00		
1187	MCCLELLAN WILLIAM	WILLIAM MCCLELLAN	325070	96381 AP	01/07/2022	2-001-5-14-210	TOWER LEASE PAYMENT 2022	4,200.00		
533	MERCHANT MCINTYRE	MERCHANT MCINTYRE & ASSOCIATES	325071	96382 AP	01/07/2022	2-001-5-01-214	328369 JAN GRANT SEEKING SERVI	7,500.00		
6539	MTI SECURITY	A&M SECURITY SOLUTIONS INC	325072	96383 AP	01/07/2022	2-001-5-31-290	2363 MONITORING TO 12.31.22 TR	600.00		
6539	MTI SECURITY	A&M SECURITY SOLUTIONS INC	325072	96383 AP	01/07/2022	2-001-5-31-297	2363 MONITORING TO 12.31.22 TR	720.00		
								*** VENDOR	6539 TOTAL	1,320.00
102	PROFESSIONAL SERVICE	UNIVERSITY OF KANSAS HOSP AUTH	325075	96386 AP	01/07/2022	2-001-5-07-219	INMATE MEDICAL BILL 528820018	59.50		
389	PROVANTAGE	PROVANTAGE LLC	325076	96387 AP	01/07/2022	2-001-5-04-301	4021955 INK CARTRIDGES	113.60		
153	PRUESSNER	MICHELLE JEAN PRUESSNER	325077	96388 AP	01/07/2022	2-001-5-07-219	PRO-RATED JAN NURSE/MED DIRECT	1,561.80		
14	REFLECTIONS MEMORIAL	REFLECTIONS MEMORIAL SERVICES	325078	96389 AP	01/07/2022	2-001-5-13-215	INDIGENT CREMATION	675.00		
29720	SCHWINN EL	SCHWINN ELECTRIC	325082	96393 AP	01/07/2022	2-001-5-07-207	INSTALL CIRCUIT IN JAIL	825.00		
300	SEARIGHT FAMILY	SEARIGHT FAMILY PRACTICE	325083	96394 AP	01/07/2022	2-001-5-07-219	PRO RATE DOCTOR FOR JAIL INMAT	387.10		
1717	SEIFERT'S FLOORING	SEIFERT'S FLOORING	325084	96395 AP	01/07/2022	2-001-5-32-280	JUSTICE CENTER 6 BOXES TILES,A	1,617.72		
1270	ST VINCENT CLINIC	ST VINCENT CLINIC	325085	96396 AP	01/07/2022	2-001-5-29-205	PER 2022 LVCO BUDGET	10,000.00		
6575	STERICYCLE	STERICYCLE, INC	325086	96397 AP	01/07/2022	2-001-5-07-359	2237623 SHF MEDICAL WASTE REMO	183.54		
4445	T MOBILE	T-MOBILE USA, INC	325087	96398 AP	01/07/2022	2-001-5-05-210	974536189 EMS PHONES	446.55		
3510	UNIFORM ALLOWANCES									
								*** VENDOR	3510 TOTAL	1,100.00
5610	UNION MILL SUPPLY	UNION MILL SUPPLY,LLC	325099	96410 AP	01/07/2022	2-001-5-07-359	DETERGENT FOR JAIL	895.00		
2	WATER DEPT	WATER DEPT	325100	96411 AP	01/07/2022	2-001-5-05-215	WATER SERVICE EMS 9101	52.11		

warrants by vendor

START DATE: 01/01/2022 END DATE: 01/07/2022

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#					
2	WATER DEPT	WATER DEPT	325100	96411 AP	01/07/2022	2-001-5-05-215	WATER SERVICE EMS ADMIN	46.75	
2	WATER DEPT	WATER DEPT	325100	96411 AP	01/07/2022	2-001-5-05-220	WATER SVC COURTHOUSE	597.80	
2	WATER DEPT	WATER DEPT	325100	96411 AP	01/07/2022	2-001-5-32-392	JUSTICE CENTER WATER	4,110.17	
2	WATER DEPT	WATER DEPT	325100	96411 AP	01/07/2022	2-001-5-33-392	WTER SVC 711 MARSHALL - 2 METE	27.30	
2	WATER DEPT	WATER DEPT	325100	96411 AP	01/07/2022	2-001-5-33-392	WTER SVC 711 MARSHALL - 2 METE	27.35	
							*** VENDOR	2 TOTAL	4,861.48
100	WITNESS LIST						*** VENDOR	100 TOTAL	251.52
							TOTAL FUND 001		97,688.43

2	WATER DEPT	WATER DEPT	325100	96411 AP	01/07/2022	2-108-5-00-219	WATER SVC HEALTH DEPT/WIC	35.05	
2	WATER DEPT	WATER DEPT	325100	96411 AP	01/07/2022	2-108-5-00-606	WATER SVC HEALTH DEPT/WIC	11.69	
							*** VENDOR	2 TOTAL	46.74
							TOTAL FUND 108		46.74

243	GEOTAB	GEOTAB USA INC	325059	96370 AP	01/07/2022	2-126-5-00-221	LEAV01 IN292942 DECEMBER SERVI	8.17	
							TOTAL FUND 126		8.17

86	EVERGY	EVERGY KANSAS CENTRAL INC	325056	96367 AP	01/07/2022	2-133-5-00-251	1-1 ELEC SVC NORTH END SALT DO	27.52	
							TOTAL FUND 133		27.52

243	GEOTAB	GEOTAB USA INC	325059	96370 AP	01/07/2022	2-136-5-00-221	LEAV01 IN292942 DECEMBER SERVI	8.16	
							TOTAL FUND 136		8.16

2621	BOOKER TERRY	TERRY BOOKER	325050	96361 AP	01/07/2022	2-145-5-00-256	MEALS RESERVED 12/30/21	1,953.00	
313	BROTHERS DISPOSAL	BROTHERS DISPOSAL LLC	325051	96362 AP	01/07/2022	2-145-5-00-208	JANUARY TRASH CO ON AGING	75.00	
184	FLORENCE R	FLORENCE RIFORD SENIOR CTR	325058	96369 AP	01/07/2022	2-145-5-00-246	JAN 2022 UTILITY STIPEND	124.00	
184	FLORENCE R	FLORENCE RIFORD SENIOR CTR	325058	96369 AP	01/07/2022	2-145-5-05-202	JAN 2022 UTILITY STIPEND	66.00	
184	FLORENCE R	FLORENCE RIFORD SENIOR CTR	325058	96369 AP	01/07/2022	2-145-5-07-202	JAN 2022 UTILITY STIPEND	10.00	
							*** VENDOR	184 TOTAL	200.00
243	GEOTAB	GEOTAB USA INC	325059	96370 AP	01/07/2022	2-145-5-00-230	LEAV01 IN292942 DECEMBER SERVI	212.29	
89	HICKORY VILAS	HICKORY VILLAS, LLC	325060	96371 AP	01/07/2022	2-145-5-00-246	JAN 2022 UTILITY STIPEND	124.00	
89	HICKORY VILAS	HICKORY VILLAS, LLC	325060	96371 AP	01/07/2022	2-145-5-05-202	JAN 2022 UTILITY STIPEND	66.00	
89	HICKORY VILAS	HICKORY VILLAS, LLC	325060	96371 AP	01/07/2022	2-145-5-07-202	JAN 2022 UTILITY STIPEND	10.00	
							*** VENDOR	89 TOTAL	200.00
1527	HONEY CREEK DISPOSAL	HONEY CREEK DISPOSAL SERVICE I	325061	96372 AP	01/07/2022	2-145-5-00-208	2022 YEARLY CART SERVICE - RIF	336.00	
6636	KANSAS GAS	KANSAS GAS SERVICE	325064	96375 AP	01/07/2022	2-145-5-00-246	510874092 1511346 27 GAS SVC	584.12	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	325068	96379 AP	01/07/2022	2-145-5-00-255	CO ON AGING OFFICE SUPPLIES, J	260.60	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	325068	96379 AP	01/07/2022	2-145-5-00-301	CO ON AGING OFFICE SUPPLIES, J	10.36	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	325068	96379 AP	01/07/2022	2-145-5-00-345	COA C1&C2 PACKAGING	58.85	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	325068	96379 AP	01/07/2022	2-145-5-00-345	COA C1&C2 PACKAGING	182.24	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	325068	96379 AP	01/07/2022	2-145-5-05-301	COA C1&C2 PACKAGING	31.33	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	325068	96379 AP	01/07/2022	2-145-5-06-301	COA C1&C2 PACKAGING	20.53	

warrants by vendor

TYPES OF CHECKS SELECTED: * ALL TYPES

				P.O.NUMBER	CHECK#					
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	325068	96379 AP	01/07/2022	2-145-5-06-321	COA C1&C2 PACKAGING	30.80		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	325068	96379 AP	01/07/2022	2-145-5-07-302	COA C1&C2 PACKAGING	4.75		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	325068	96379 AP	01/07/2022	2-145-5-07-321	COA C1&C2 PACKAGING	23.10		
								*** VENDOR	4755 TOTAL	622.56
1830	1830 BROADWAY	1830 BROADWAY LLC	325109	96420 AP	01/07/2022	2-145-5-00-215	FEBRUARY 2022 RENT - COA	5,491.84		
								TOTAL FUND 145	9,674.81	

243	GEOTAB	GEOTAB USA INC	325059	96370 AP	01/07/2022	2-153-5-00-401	LEAV01 IN292942 DECEMBER SERVI	293.94		
243	GEOTAB	GEOTAB USA INC	325059	96370 AP	01/07/2022	2-153-5-00-401	LEAV01 IN292942 DECEMBER SERVI	391.92		
								*** VENDOR	243 TOTAL	685.86
								TOTAL FUND 153	685.86	

243	GEOTAB	GEOTAB USA INC	325059	96370 AP	01/07/2022	2-155-5-00-401	LEAV01 IN292942 DECEMBER SERVI	74.98		
								TOTAL FUND 155	74.98	

7158	A-1 RENTAL	A-1 RENTAL	325047	96358 AP	01/07/2022	2-160-5-00-263	JOHNNY ON THE JOB	100.00		
1971	CAROLINA SOFTWARE	CAROLINA SOFTWARE	325052	96363 AP	01/07/2022	2-160-5-00-263	WASTEWORX SOFTWARE SUPPORT	400.00		
243	GEOTAB	GEOTAB USA INC	325059	96370 AP	01/07/2022	2-160-5-00-215	LEAV01 IN292942 DECEMBER SERVI	48.99		
458	ROAD & BRIDGE	LEAV CO PUBLIC WORKS	325080	96391 AP	01/07/2022	2-160-5-00-213	VEH MAINT UNIT 064 TRANSFER ST	96.00		
6917	RWD 1	RURAL WATER DIST #1	325081	96392 AP	01/07/2022	2-160-5-00-210	WATER SVC TRANSFER STATION	27.07		
								TOTAL FUND 160	672.06	

2666	MISC REIMBURSEMENTS	KARL HANNIGAN	325046	1612 AP	01/06/2022	2-171-5-03-303	FULL/COMPLETE COMP FOR ANY/ALL	3,500.00		
								TOTAL FUND 171	3,500.00	

2138	ABSOLUTE COMFORT TEC	ABSOLUTE COMFORT TECHNOLOGIES	325048	96359 AP	01/07/2022	2-174-5-00-210	EISENHOWER 911 TOWER SITE GENE	394.45		
86	EVERGY	EVERGY KANSAS CENTRAL INC	325056	96367 AP	01/07/2022	2-174-5-00-210	ELEC SVC 3 TOWERS	551.98		
86	EVERGY	EVERGY KANSAS CENTRAL INC	325056	96367 AP	01/07/2022	2-174-5-00-210	ELEC SVC 3 TOWERS	376.25		
86	EVERGY	EVERGY KANSAS CENTRAL INC	325056	96367 AP	01/07/2022	2-174-5-00-210	ELEC SVC 3 TOWERS	240.05		
								*** VENDOR	86 TOTAL	1,168.28
								TOTAL FUND 174	1,562.73	

472	KANSAS DEPT OF AGRIC	KANSAS DEPT OF AGRICULTURE DIV	325063	96374 AP	01/07/2022	2-182-5-00-2	1-1 BR E-18 PERMIT APPLICATION	200.00		
8466	KDHE PERMITS	KDHE	325065	96376 AP	01/07/2022	2-182-5-00-2	1-2 NOTICE OF INTENT BRIDGE E-	60.00		
								TOTAL FUND 182	260.00	

472	KANSAS DEPT OF AGRIC	KANSAS DEPT OF AGRICULTURE DIV	325063	96374 AP	01/07/2022	2-183-5-00-2	1-1 BR F-46 APPLICATION FOR PE	100.00		
								TOTAL FUND 183	100.00	

1814	REGISTER OF DEEDS	LEAV CO REGISTER OF DEEDS	325079	96390 AP	01/07/2022	2-189-5-00-2	1-1 T-34 RECORDING FEES	55.00		
1814	REGISTER OF DEEDS	LEAV CO REGISTER OF DEEDS	325079	96390 AP	01/07/2022	2-189-5-00-2	1-1 T-34 RECORDING FEES	72.00		
1814	REGISTER OF DEEDS	LEAV CO REGISTER OF DEEDS	325079	96390 AP	01/07/2022	2-189-5-00-2	1-1 T-34 RECORDING FEES	55.00		
1814	REGISTER OF DEEDS	LEAV CO REGISTER OF DEEDS	325079	96390 AP	01/07/2022	2-189-5-00-2	1-1 T-34 RECORDING FEES	72.00		
								*** VENDOR	1814 TOTAL	254.00
								TOTAL FUND 189	254.00	

466	PARITRAVE	PARITRAVE INNOVATIONS INC	325074	96385 AP	01/07/2022	2-195-5-00-4	JDC CONVERSION PROJECT	57,685.50		
								TOTAL FUND 195	57,685.50	

137	OMNI-SITE.NET	OMNI-SITE	325073	96384 AP	01/07/2022	2-212-5-00-2	1 YEAR WIRELESS SVC 24 HR REPO	2,052.00		
								TOTAL FUND 212	2,052.00	

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#					
137	OMNI-SITE.NET	OMNI-SITE	325073	96384 AP	01/07/2022	2-218-5-00-2	1 YEAR WIRELESS SVC 24 HR REPO	513.00	
							TOTAL FUND 218		513.00
								TOTAL ALL CHECKS	174,813.96

TYPES OF CHECKS SELECTED: * ALL TYPES

FUND SUMMARY

001	GENERAL	97,688.43
108	COUNTY HEALTH	46.74
126	COMM CORR ADULT	8.17
133	ROAD & BRIDGE	27.52
136	COMM CORR JUVENILE	8.16
145	COUNCIL ON AGING	9,674.81
153	PUBLIC WORKS,EQUIP.RESERVE FUND	685.86
155	LSR CAPITAL EQUIP RESERVE	74.98
160	SOLID WASTE MANAGEMENT	672.06
171	S TAX CAP RD PROJ: 2015 SERIES	3,500.00
174	911	1,562.73
182	EASTON TWP TRAFFIC IMPACT	260.00
183	FAIRMOUNT TWP TRAFFIC IMPACT	100.00
189	TONGANOXIE TWP TRAFFIC IMPACT	254.00
195	JUVENILE DETENTION	57,685.50
212	SEWER DISTRICT 2: TIMBERLAKES	2,052.00
218	SEWER DIST #5	513.00
	TOTAL ALL FUNDS	174,813.96

CONSENT AGENDA 1-12-2022
CHECKS DATED 1/1-1/7



RESOLUTION 2022-2

A RESOLUTION SETTING THE SALARIES OF ELECTED OFFICIALS

WHEREAS, it is the duty of the Board of County Commissioners of Leavenworth County, Kansas to set the annual salaries of the Elected Officials of Leavenworth County, Kansas:

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Leavenworth County, Kansas, that the following salaries be set for the elected officials for the year 2022, effective January 12th, 2022, as approved in the 2022 budget:

County Commissioners	\$46,418.49
County Clerk	\$94,741.32
County Treasurer	\$94,741.32
Register of Deeds	\$89,742.41
County Attorney	\$118,242.71
Sheriff	\$122,533.60

Adopted this 12th day of January 2022.

Board of County Commissioners
Leavenworth County, Kansas

Mike Smith, Chairman

Jeff Culbertson, Member

Vicky Kaaz, Member

Doug Smith, Member

Mike Stieben, Member

ATTEST: _____
Janet Klasinski, County Clerk

LEAVENWORTH COUNTY, KANSAS

GENERAL OBLIGATION SALES TAX REFUNDING BONDS, SERIES 2022-A

1. Excerpt of Minutes – Resolution authorizing sale of Bonds
2. Resolution authorizing sale of Bonds

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
LEAVENWORTH COUNTY, KANSAS
HELD ON JANUARY 12, 2022**

The governing body met in regular session at the usual meeting place in the County, at 11:00 a.m., the following members being present and participating:

Present: _____.

Absent: _____.

The Commission declared that a quorum was present and called the meeting to order.

(Other Proceedings)

The Clerk reported that pursuant to the Notice of Bond Sale heretofore duly given, bids for the purchase of General Obligation Sales Tax Refunding Bonds, Series 2022-A, dated February 3, 2022, of the County had been received. A tabulation of said bids is set forth as *EXHIBIT A* hereto.

Thereupon, the governing body reviewed and considered the bids and it was found and determined that the bid of [Name of Purchaser], [Purchaser City, State], was the best bid for the Series 2022-A Bonds, a copy of which is attached hereto as *EXHIBIT B*.

Thereupon, there was presented a Resolution entitled:

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION SALES TAX REFUNDING BONDS, SERIES 2022-A, OF LEAVENWORTH COUNTY, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

Thereupon, Commissioner Schimke moved that said Resolution be adopted. The motion was seconded by Commissioner Culbertson. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: _____.

Nay: _____.

Thereupon, the Chairman declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. 2022-__, and was signed by the Chairman and attested by the Clerk.

(Other Proceedings)

On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of Leavenworth County, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

Draft

EXHIBIT A

BID TABULATION

**LEAVENWORTH COUNTY, KANSAS
GENERAL OBLIGATION SALES TAX REFUNDING BONDS, SERIES 2022-A**

Draft

EXHIBIT B

BID OF PURCHASER

**LEAVENWORTH COUNTY, KANSAS
GENERAL OBLIGATION SALES TAX REFUNDING BONDS, SERIES 2022-A**

Draft

RESOLUTION NO. 2022-__

OF

LEAVENWORTH COUNTY, KANSAS

ADOPTED

JANUARY 12, 2022

**GENERAL OBLIGATION SALES TAX REFUNDING BONDS
SERIES 2022-A**

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***EXHIBIT A* – FORM OF BONDS A-1**

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RESOLUTION NO. 2022- 3

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION SALES TAX REFUNDING BONDS, SERIES 2022-A, OF LEAVENWORTH COUNTY, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

WHEREAS, Leavenworth County, Kansas (the “Issuer” and the “County”) is a political subdivision, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the Issuer has previously issued and has Outstanding the Refunded Bonds (as more fully defined herein) and is authorized by K.S.A. 10-427 *et seq.* to issue general obligation refunding bonds of the Issuer for the purpose of refunding the Refunded Bonds; and

WHEREAS, in order to achieve interest cost savings through early redemption of the Refunded Bonds and provide an orderly plan of finance for the Issuer, it has become desirable and in the best interest of the Issuer and its inhabitants to authorize the issuance and delivery of the Bonds in order to provide funds to refund the Refunded Bonds; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Bonds in the principal amount of \$[PRINCIPAL AMOUNT] to refund the Refunded Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF LEAVENWORTH COUNTY, KANSAS, AS FOLLOWS:

ARTICLE I

DEFINITIONS

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

“**Act**” means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq.*, K.S.A. 10-427 *et seq.*, all as amended and supplemented from time to time.

“**Additional Bonds**” means any bonds secured by the Sales Tax Revenues hereafter issued pursuant to *Article IX* hereof.

“Additional Obligations” means any leases or other obligations of the Issuer payable from the Sales Tax Revenues, other than the Series 2022-A Bonds.

“Authorized Denomination” means \$5,000 or any integral multiples thereof.

“Balloon Indebtedness” means Long-Term Indebtedness, 25% or more of the original principal amount of which becomes due (either by maturity or mandatory redemption) during any consecutive twelve-month period, if such principal amount becoming due is not required to be amortized below such percentage by mandatory redemption or prepayment prior to such twelve-month period.

“Ballot Question” means the question approved by voters at the special election held on February 3, 2015, regarding imposition of a one percent (1.00%) retailers’ sales tax collected within the boundaries of the Issuer to be used for certain projects described therein.

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

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

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

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

“Bond Registrar” means: (a) with respect to the Series 2022-A Bonds, the State Treasurer, and its successors and assigns; and (b) with respect to Additional Bonds, the entity designated as Bond Registrar in the supplemental resolution authorizing such Additional Bonds.

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

“Bonds” means the Series 2015 Bonds, the Series 2016 Bonds, the Series 2020-A Bonds, the Series 2022-A Bonds and any Additional Bonds.

“Business Day” means a day other than a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the Legislature of the State and on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

“Cede & Co.” means Cede & Co., as nominee of DTC and any successor nominee of DTC.

“Chairman” means the duly elected and acting Chairman, or in the Chairman’s absence, the duly appointed and/or elected Vice Chairman or Acting Chairman of the Issuer.

“Clerk” means the duly appointed and/or elected Clerk or, in the Clerk’s absence, the duly appointed Deputy Clerk or Acting Clerk of the Issuer.

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

“Compliance Account” means the Compliance Account created pursuant to *Section 501* hereof.

“Compliance Services Agreement” means the agreement between the Issuer and Bond Counsel relating to post-issuance compliance services relating to the Code and the SEC Rule.

“Consultant” means the Independent Accountant or an independent consultant qualified and having a favorable reputation for skill and experience in financial affairs selected by the Issuer for the purpose of carrying out the duties imposed on the Consultant by this Resolution.

“Consulting Engineer” means an independent engineer or engineering firm, or architect or architectural firm, having a favorable reputation for skill and experience in the construction, financing and operation of public facilities, at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Consulting Engineer by this Bond Resolution.

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

“Costs of Issuance Account” means the Costs of Issuance Account for General Obligation Sales Tax Refunding Bonds, Series 2022-A, created pursuant to *Section 501* hereof.

“County” means Leavenworth County, Kansas.

“Dated Date” means February 3, 2022.

“Debt Service Account” means the Debt Service Account for General Obligation Sales Tax Refunding Bonds, Series 2022-A, created within the Bond and Interest Fund pursuant to *Section 501* hereof.

“Debt Service Coverage Ratio” means, for any Fiscal Year, with respect to Additional Bonds and Additional Obligations, the ratio determined by dividing (i) a numerator equal to the Sales Tax Revenues for such Fiscal Year by (ii) a denominator equal to the Maximum Annual Debt Service on all Indebtedness that does not constitute Subordinate Lien Bonds.

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

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

“Defeasance Obligations” means any of the following obligations:

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

(b) evidences of ownership of proportionate interests in future interest and principal payments on United States Government Obligations held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying United States Government Obligations are not available to any person claiming through the custodian or to whom the custodian may be obligated; or

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

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

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

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

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

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

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

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

“Disclosure Undertaking” means the Issuer's Continuing Disclosure Undertaking related to the Series 2022-A Bonds, as may be amended and supplemented, relating to certain obligations contained in the SEC Rule.

“Discount Indebtedness” means Long-Term Indebtedness that is originally sold at a price (excluding accrued interest, but without deduction of any underwriters' discount) of less than 75% of the maturity amount including the amount of principal and interest to accrete at maturity of such Long-Term Indebtedness.

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

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

“Event of Default” means each of the following occurrences or events:

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

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

(c) The Issuer shall for any reason be rendered incapable of fulfilling its obligations hereunder; or

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

(e) A monetary default shall have occurred on any Indebtedness.

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

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

“Fitch” means Fitch Ratings, a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Fitch” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

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

“Indebtedness” means collectively the Bonds and any Additional Obligations which are payable out of, or secured by an interest in, the income and Sales Tax Revenues derived by the Sales Tax.

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

“Interest Payment Date(s)” means (a) with respect to the Series 2022-A Bonds, the Stated Maturity of an installment of interest on any 2022-A Bond, which shall be March 1 and September 1 of each year, commencing September 1, 2022; and (b) with respect to Additional Bonds, the Stated Maturity of an installment of interest on such Additional Bonds, as set forth in the supplemental resolution authorizing such Additional Bonds.

“Interim Indebtedness” means Indebtedness having a term not less than one year, and not in excess of five years, incurred or assumed in anticipation of being refinanced or refunded with Long-Term Indebtedness.

“Issue Date” means the date when the Issuer delivers any series of Bonds to the Purchaser in exchange for the Purchase Price.

“Issuer” means the County and any successors or assigns.

“Long-Term Indebtedness” means Indebtedness having an original stated maturity or term greater than one year, or renewable or extendible at the option of the debtor for a period greater than one year from the date of original issuance or incurrence thereof.

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

“Maximum Annual Debt Service” means the maximum amount of Debt Service Requirements as computed for the then current or any future Fiscal Year.

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

“Notice Address” means with respect to the following entities:

(a) To the Issuer at:

County Courthouse
300 Walnut St., Suite 106
Leavenworth, Kansas 66048

(b) To the Paying Agent at:

State Treasurer of the State of Kansas
Landon Office Building
900 Southwest Jackson, Suite 201
Topeka, Kansas 66612-1235
Fax: (785) 296-6976

(c) To the Purchaser:

[Name of Purchaser]

[Purchaser City, State] _____
Phone: (____)____-_____

Additional Bonds:

The address set forth in the supplemental resolution authorizing such Additional Bonds.

(d) To the Rating Agency:

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

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

“Notice Representative” means:

- (a) With respect to the Issuer, the Clerk.
- (b) With respect to the Bond Registrar and Paying Agent, the Director of Bond Services.
- (c) With respect to any Purchaser, the manager of its Municipal Bond Department.
- (d) With respect to any Rating Agency, any Vice President thereof.

“Official Statement” means Issuer’s Official Statement relating to the Bonds.

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

- (a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Bonds deemed to be paid in accordance with the provisions of *Article XI* hereof; and
- (c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

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

“Parity Bonds” means the Series 2015 Bonds, the Series 2016 Bonds, the Series 2020-A Bonds, the Series 2022-A Bonds and any Additional Bonds hereafter issued that meet the conditional requirements of this Bond Resolution.

“Parity Obligations” means any Additional Obligations hereafter issued or incurred pursuant to this Bond Resolution and standing on a parity and equality with the Parity Bonds with respect to the Sales Tax Revenues.

“Parity Resolution” means this Bond Resolution and the resolutions under which any Additional Bonds which constitute Parity Bonds are hereafter issued.

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

“Paying Agent” means: (a) with respect to the Series 2022-A Bonds, the State Treasurer, and its successors and assigns; and (b) with respect to Additional Bonds, the entity designated as Paying Agent in the supplemental resolution authorizing such Additional Bonds.

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

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

“Purchase Price” means: with respect to the Series 2022-A Bonds the principal amount of the Series 2022-A Bonds, plus a bid premium of \$ _____; and (b) with respect to Additional Bonds, the amount set forth in the supplemental resolution authorizing such Additional Bonds.

“Purchaser” means: (a) [Name of Purchaser], [Purchaser City, State], the original purchaser of the Series 2022-A Bonds, and any successor and assigns; and (b) with respect to Additional Bonds, the original purchaser of such Additional Bonds, as set forth in the supplemental resolution authorizing such Additional Bonds.

“Put Indebtedness” means Long-Term Indebtedness which is (a) payable or required to be purchased or redeemed from the holder by or on behalf of the underlying obligor, at the option of the holder thereof, prior to its stated maturity date, or (b) payable or required to be purchased or redeemed from the holder by or on behalf of the underlying obligor, other than at the option of the holder, prior to its stated maturity date, other than pursuant to any mandatory sinking fund or other similar fund, or other than by reason of acceleration upon the occurrence of an Event of Default under this Bond Resolution.

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

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

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

“Redemption Fund” means the fund by that name created by *Section 501* hereof.

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

“Refunded Bonds” means a portion of the Series 2015 Bonds maturing on March 1, 2023 through 2037, in the aggregate principal amount of \$6,985,000.

“Refunded Bonds Paying Agent” means the paying agent for the Refunded Bonds as designated in the Refunded Bonds Resolution, and any successor or successors at the time acting as paying agent of the Refunded Bonds.

“Refunded Bonds Redemption Date” means March 1, 2022

“Refunded Bonds Resolution” means the resolution which authorized the Refunded Bonds.

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

“Sales Tax” means the one percent (1.00%) retailers’ sales tax collected within the boundaries of the Issuer, which was authorized under the Act by the special election held on February 3, 2015, and implemented by resolution of the Issuer.

“Sales Tax Revenue Fund” means the Sales Tax Revenue Fund created by *Section 501* hereof.

“Sales Tax Revenues” means all sales tax revenues received by the Issuer from the collection of the Sales Tax.

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

“Securities Depository” means, initially, DTC, and its successors and assigns.

“Series 2015 Bonds” means the Issuer’s General Obligation Sales Tax Bonds, Series 2015, in the aggregate principal amount of \$8,500,000, authorized and issued by the Issuer pursuant to Resolution No. 2015-33 of the Issuer.

“Series 2016 Bonds” means the Series 2016-A Bonds and the Series 2016-B Bonds.

“Series 2016-A Bonds” means the Issuer’s General Obligation Sales Tax Bonds, Series 2016-A, in the aggregate principal amount of \$9,740,000, authorized and issued by the Issuer pursuant to Resolution No. 2016-44 of the Issuer.

“Series 2016-B Bonds” means the Issuer’s Taxable General Obligation Sales Tax Bonds, Series 2016-B, in the aggregate principal amount of \$4,165,000, authorized and issued by the Issuer pursuant to Resolution No. 2016-44 of the Issuer.

“Series 2020-A Bonds” means the Issuer’s General Obligation Sales Tax Bonds, Series 2020-A, in the aggregate principal amount of \$8,830,000, authorized and issued by the Issuer pursuant to Resolution No. 2020-40.

“Series 2022-A Bonds” means the Issuer’s General Obligation Sales Tax Refunding Bonds, Series 2022-A, in the aggregate principal amount of \$[PRINCIPAL AMOUNT], authorized and issued by the Issuer pursuant to this Bond Resolution.

“Short-Term Indebtedness” means Indebtedness having an original maturity less than or equal to one year from the date of original incurrence thereof, and not renewable or extendible at the option of the obligor thereon for a term greater than one year beyond the date of original issuance.

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

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

“State” means the state of Kansas.

“State Treasurer” means the duly elected Treasurer or, in the Treasurer’s absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

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

“Subordinate Lien Bonds” means any Additional Bonds or Additional Obligations issued pursuant to *Section 903* hereof.

[**“Term Bonds”** means any Bonds designated as Term Bonds in this Bond Resolution or in any supplemental resolution authorizing the issuance of Additional Bonds.]

“Treasurer” means the duly appointed and/or elected Treasurer of the Issuer or, in the Treasurer’s absence, the duly appointed Deputy Treasurer or acting Treasurer of the Issuer.

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

“**Variable Rate Indebtedness**” means any Indebtedness which provides for interest to be payable thereon at a rate per annum that may vary from time to time over the term thereof in accordance with procedures provided in the instrument creating such Indebtedness.

ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201. Authorization of the Bonds. The Series 2022-A Bonds shall be issued and hereby are authorized and directed to be issued in the principal amount of \$[PRINCIPAL AMOUNT], for the purpose of providing funds to (a) refund the Refunded Bonds and (b) pay Costs of Issuance related to the Series 2022-A Bonds.

Section 202. Description of the Bonds.

(a) The Series 2022-A Bonds shall consist of fully registered bonds in an Authorized Denomination, and shall be numbered in such manner as the Bond Registrar shall determine. All of the Series 2022-A Bonds shall be dated as of the Dated Date, shall become due in the amounts, on the Stated Maturities, subject to redemption and payment prior to their Stated Maturities as provided in *Article III* hereof, and shall bear interest at the rates per annum as follows:

SERIAL BONDS

Stated Maturity	Principal	Annual Rate	Stated Maturity	Principal	Annual Rate
<u>March 1</u>	<u>Amount</u>	<u>of Interest</u>	<u>March 1</u>	<u>Amount</u>	<u>of Interest</u>
2023			2031		
2024			2032		
2025			2033		
2026			2034		
2027			2035		
2028			2036		
2029			2037		
2030					

[TERM BONDS]

Stated Maturity	Principal	Annual Rate
<u>March 1</u>	<u>Amount</u>	<u>of Interest</u>

(b) The Series 2022-A Bonds shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in *Section 204* hereof. The Series 2022-A Bonds shall be issued as Book-Entry-Only Bonds and administered in accordance with the provisions of *Section 210* hereof.

(c) Each of the Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as *EXHIBIT A* or as may be required by the Attorney General

pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq.*

Section 203. Designation of Paying Agent and Bond Registrar. The State Treasurer is hereby designated as the Paying Agent for the payment of principal of and interest on the Series 2022-A Bonds and Bond Registrar with respect to the registration, transfer and exchange of the Series 2022-A Bonds. The Chairman of the Issuer is hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Bond Registrar and Paying Agent for the Series 2022-A Bonds.

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

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

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

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

The interest payable on each Bond on any Interest Payment Date shall be paid to the Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank ABA routing number and account number to which such Owner wishes to have such transfer directed.

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

of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefore to be mailed, by first class mail, postage prepaid, to each Owner of a Bond entitled to such notice at the address of such Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

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

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

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

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

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

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

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

The Issuer and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute Owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest

on said Bond and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

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

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

The Chairman 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 Paying Agent for authentication.

The Series 2022-A Bonds shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as *Exhibit A* hereof, which shall be manually executed by an authorized officer or employee of the Bond Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Series 2022-A Bond shall be entitled to any security or benefit under this Bond Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Bond Registrar. Such executed certificate of authentication upon any Series 2022-A Bond shall be conclusive evidence that such Series 2022-A Bond has been duly authenticated and delivered under this Bond Resolution. Upon authentication, the Bond Registrar shall deliver the Series 2022-A Bond to the Purchaser upon instructions of the Issuer or its representative.

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

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

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

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

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

Section 210. Book-Entry Bonds; Securities Depository. Any series of Bonds may be issued as Book-Entry-Only Bonds. If so, such series of Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Bonds, except in the event the Bond Registrar issues Replacement Bonds as provided in this Section. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Bond Registrar authenticates and delivers Replacement Bonds to the Beneficial Owners as described in the following paragraph.

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

(a) If the Issuer determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, or (b) if the Bond Registrar receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, then the Bond Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to owners requesting the same, and the Bond Registrar shall register in the name of and authenticate and deliver Replacement Bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Bond Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Bond Registrar, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the Issuer, the Bond Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following

paragraph, then the Bond Registrar shall authenticate and cause delivery of Replacement Bonds to Owners, as provided herein. The Bond Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Bonds. The cost of printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the Issuer.

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

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

Section 212. Calculation of Debt Service Requirements.

(a) ***Debt Service Requirements on Balloon, Put, Short-Term and Interim Indebtedness.***

(1) The principal of Balloon Indebtedness, Put Indebtedness or Short-Term Indebtedness being treated as Long-Term Indebtedness under **Section 902** hereof, or Interim Indebtedness shall be deemed due and payable at its Stated Maturity; provided, however, that at the election of the Issuer for the purpose of any computation of Debt Service Requirements, whether historical or projected, the principal deemed payable on Balloon Indebtedness, Put Indebtedness or Short-Term Indebtedness being treated as Long-Term Indebtedness under **Section 902** hereof, or Interim Indebtedness, shall be deemed to be payable as set forth below:

(A) If the Issuer has obtained a binding commitment of a bank or other financial institution (whose senior debt obligations, or the senior debt obligations of the holding company of which such bank or financial institution is the principal subsidiary, are then rated “A” or better by any Rating Agency) to refinance such Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness, or a portion thereof, including without limitation, a letter of credit or a line of credit, the Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim

Indebtedness, or portion thereof to be refinanced, may be deemed to be payable in accordance with the terms of the refinancing arrangement;

(B) If the Issuer has entered into a binding agreement providing for the deposit by the Issuer with a bank or other financial institution (whose senior debt obligations, or the senior debt obligations of the holding company of which such bank or financial institution is the principal subsidiary, are then rated “A” or better by any Rating Agency), in trust (herein called a “Special Redemption Fund”) of amounts, less investment earnings realized and retained in the Special Redemption Fund, equal in aggregate to the principal amount of such Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness, or a portion thereof, when due from the sums so deposited and investment earnings realized thereon, then the principal amount of the Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness, or portion thereof, may be deemed to be payable in accordance with the terms of such agreement;

(C) If the Issuer has entered into arrangements or agreements with respect to the principal amount of such Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness, other than those referred to in subsections (A) and (B) above, which a Consultant in a certificate filed with the Issuer determines, taking into account the interests of the Owners of Indebtedness, provides adequate assurances that the Issuer will be able to meet the Debt Service Requirements due on such Indebtedness, the Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness may be deemed to be payable in accordance with the terms of such arrangement or agreement; or

(D) Such Balloon Indebtedness, Put Indebtedness or Short-Term Indebtedness may be deemed to be Indebtedness which, at the date of its original incurrence, was payable over a term not to exceed twenty (20) years in equal annual installments of principal and interest at the Index Rate.

A Consultant shall deliver to the Issuer a certificate stating that it is reasonable to assume that installment obligations of such term of the Issuer can be incurred and stating the interest rate then applicable to installment obligations of such term of comparable quality. Interim Indebtedness may be deemed to be Indebtedness which, at the date of its original incurrence, would meet the conditions specified in the statement of the Consultant as required in **Section 902**; provided that the Consultant shall for each annual period that the Debt Service Requirement is computed, provide a supplemental statement that at such period, the certifications contained in the statement are reasonable.

(2) Interest that is payable prior to the Stated Maturity of any Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness shall be taken into account for such appropriate period in computation of Debt Service Requirements. Interest payable at maturity or early redemption on Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness may either be amortized over the anticipated maturity or such longer period as is permitted under **Section 902** or **Section 210(a)(1)(D)** or may be treated as principal payable on the principal maturity date of such Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness.

(3) In measuring compliance with the applicable tests hereunder in connection with incurring Put Indebtedness and generally for purposes of determining the Debt Service Requirements relating thereto, Put Indebtedness shall be deemed to mature based upon the actual amortization requirements for the Put Indebtedness, only to the extent that the Issuer has a commitment to refinance such Put Indebtedness.

(b) ***Debt Service Requirements on Discount Indebtedness.*** At the election of the Issuer for the purpose of any computation of Debt Service Requirements, whether historical or projected, the principal and interest deemed payable on Discount Indebtedness shall be deemed to be payable as set forth below:

(1) If the Issuer has obtained a binding commitment of a bank or other financial institution (whose senior debt obligations, or the senior debt obligations of the holding company of which such bank or financial institution is the principal subsidiary, are then rated “A” or better by any Rating Agency) to refinance such Discount Indebtedness, or a portion thereof, including without limitation, a letter of credit or a line of credit, the Discount Indebtedness, or portion thereof to be refinanced, may be deemed to be payable in accordance with the terms of the refinancing arrangement;

(2) If the Issuer has entered into a binding agreement providing for the deposit with a bank or other financial institution (whose senior debt obligations, or the senior debt obligations of the holding company of which such bank or financial institution is the principal subsidiary, are then rated “A” or better by any Rating Agency), in trust (herein called a “Special Redemption Fund”) of amounts, less investment earnings realized and retained in the Special Redemption Fund, equal in aggregate to the principal amount of such Discount Indebtedness, or a portion thereof, and providing for the payment of such principal amount when due from the sums so deposited, and investment earnings realized thereon, then the Discount Indebtedness, or portion thereof, may be deemed to be payable in accordance with the terms of such agreement;

(3) If the Issuer has entered into arrangements or agreements with respect to the principal amount of such Discount Indebtedness, other than those referred to in subsections (1) and (2) above, which a Consultant in a certificate filed with the Issuer determines, taking into account the interests of the holders of Indebtedness, provides adequate assurances that the Issuer will be able to meet the Debt Service Requirements due on such Indebtedness, the Discount Indebtedness may be deemed to be payable in accordance with the terms of such arrangement or agreement; or

(4) As of any time the maturity amount represented by Discount Indebtedness shall be deemed to be the accreted value of such Indebtedness computed on the basis of a constant yield to maturity.

(c) ***Debt Service Requirements on Variable Rate Indebtedness.*** When calculating interest requirements on Variable Rate Indebtedness which bears a variable rate of interest for periods as to which the rate of interest has not been determined, the rate of interest on Outstanding Variable Rate Indebtedness shall be the average annual rate of interest which was payable on such Variable Rate Indebtedness during the twelve (12) months immediately preceding the date as of which the calculation is made; and the rate of interest on Variable Rate Indebtedness to be incurred (or incurred less than twelve (12) months preceding such date) shall be the average annual rate of interest which would have been payable on such Variable Rate Indebtedness had it been outstanding for a period of twelve (12) months immediately preceding the date as of which the calculation is made, all as set forth in a certificate of a Consultant, delivered to the Issuer.

Section 213. Preliminary and Final Official Statement. The Preliminary Official Statement dated January 6, 2022, is hereby ratified and approved.

The final Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Chairman is hereby authorized to execute the final Official Statement as so supplemented, amended and completed, and the use and public distribution of the final Official Statement by the Purchaser in connection with the reoffering of the Series 2022-A Bonds is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Series 2022-A Bonds.

The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Series 2022-A Bonds sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 214. Sale of the Series 2022-A Bonds. The sale of the Series 2022-A Bonds to the Purchaser of the Series 2022-A Bonds is hereby authorized, approved and confirmed. The Chairman and Clerk are hereby authorized to execute the official bid form submitted by the Purchaser. Delivery of the Series 2022-A Bonds shall be made to the Purchaser on the Issue Date (which shall be as soon as practicable after the adoption of this Bond Resolution), upon payment of the Purchase Price.

Section 215. Authorization of Compliance Services Agreement. The Issuer is hereby authorized to enter into the Compliance Services Agreement with respect to the Series 2022-A Bonds and the Chairman and Clerk are hereby authorized and directed to execute the Compliance Services Agreement with such changes therein as such officials may deem appropriate, for and on behalf of and as the act and deed of the Issuer.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption by Issuer. The Bonds shall be subject to redemption and payment prior to their Stated Maturity, as follows:

(a) ***Optional Redemption.***

(1) *Series 2022-A Bonds.* At the option of the Issuer, Series 2022-A Bonds or portions thereof maturing on March 1, 2030 and thereafter may be called for redemption and payment prior to their Stated Maturity on March 1, 2029 and thereafter as a whole or in part (selection of maturities and the amount of Series 2022-A Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

(2) *Additional Bonds.* Additional Bonds are subject to redemption and payment prior to Stated Maturity in accordance with the provisions of the supplemental resolution authorizing the issuance of such Additional Bonds.

(b) **Mandatory Redemption.**

(1) *The Series 2022-A Term Bonds.* [There are no Series 2022-A Term Bonds.][The [_____] Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in *Article IV* hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on «F_Principal_Payment_Date_» 1 in each year, the following principal amounts of such [_____] Term Bonds:

<u>Principal Amount</u>	<u>Year</u>
\$	*

*Final Maturity

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

(2) *Additional Bonds.* Additional Bonds are subject to redemption and payment prior to Stated Maturity in accordance with the provisions of the supplemental resolution authorizing the issuance of such Additional Bonds. Additional Bonds designated as Term Bonds shall be subject to mandatory redemption in accordance with the provisions of the supplemental resolution authorizing such Additional Bonds.

Section 302. Selection of Bonds to be Redeemed.

(a) In the event the Issuer desires to call the Bonds for redemption prior to maturity, written notice of such intent shall be provided to the Bond Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Bond Registrar shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Bond Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal

amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. If the Bonds are refunded more than 90 days in advance of such Redemption Date, any escrow agreement entered into by the Issuer in connection with such refunding shall provide that such written instructions to the Paying Agent shall be given by the escrow agent on behalf of the Issuer not more than 90 days prior to the Redemption Date. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in **Section 303** are met.

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

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

Section 303. Notice and Effect of Call for Redemption. Unless waived by any Owner of Bonds to be redeemed, if the Issuer shall call any Bonds for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its intention to call and pay said Bonds to the Bond Registrar. In addition, the Issuer shall cause the Bond Registrar to give written notice of redemption to the Owners of said Bonds. Each of said written notices shall be deposited in the United States first class mail not less than 30 days prior to the Redemption Date.

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

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;
- (d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and
- (e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent.

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

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

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

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

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

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

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

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

The Paying Agent is also directed to comply with any mandatory 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.

ARTICLE IV

SECURITY FOR BONDS

Section 401. Security for the Bonds. The Series 2022-A Bonds shall be general obligations of the Issuer payable as to both principal and interest from and secured by a pledge of revenue received by the Issuer from the Sales Tax, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the County are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Series 2022-A Bonds as the same become due.

The governing body of the Issuer shall annually make provision for the payment of principal of, premium, if any, and interest on the Series 2022-A Bonds as the same become due, if the Sales Tax Revenues are not sufficient for such purposes, by levying and collecting the necessary taxes upon all of the taxable tangible property within the Issuer in the manner provided by law. The taxes above referred to shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the general ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the Issuer and shall thereafter be deposited in the applicable Debt Service Account and shall be used solely for the payment of the principal of and interest on the Series 2022-A Bonds as and when the same become due, taking into account any scheduled mandatory redemptions, and the fees and expenses of the Paying Agent. If at any time said necessary taxes are not collected in time to pay the principal of or interest on the Series 2022-A Bonds when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the Issuer and to reimburse said general funds for money so expended when said taxes are collected.

The covenants and agreements of the Issuer contained herein and in the Series 2022-A Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Series 2022-A Bonds, all of which Series 2022-A Bonds shall be of equal rank and without preference or priority of one Series 2022-A Bond over any other Series 2022-A Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Series 2022-A Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Bond Resolution. The Series 2022-A Bonds shall stand on a parity and be equally and ratably secured with respect to the payment of principal and interest from the Sales Tax Revenues and in all other respects with any Parity Bonds and Parity Obligations. The Bonds shall not have any priority with respect to the payment of principal or interest from said net income and revenues or otherwise over the Parity Bonds and Parity Obligations and the Parity Bonds and Parity Obligations shall not have any priority with respect to the payment of principal or interest from said net income and revenues or otherwise over the Series 2022-A Bonds.

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF BOND PROCEEDS

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

- (a) Redemption Fund for General Obligation Sales Tax Refunding Bonds, Series 2022-A;
- (b) Debt Service Account for General Obligation Sales Tax Refunding Bonds, Series 2022-A;
- (c) Rebate Fund for General Obligation Sales Tax Refunding Bonds, Series 2022-A;
- (d) Costs of Issuance Account for General Obligation Sales Tax Refunding Bonds, Series 2022-A;
- (e) Sales Tax Revenue Fund; and
- (f) Compliance Account.

The Funds and Accounts established and ratified herein shall be administered in accordance with the provisions of this Bond Resolution so long as the Series 2022-A Bonds are Outstanding.

Section 502. Deposit of Bond Proceeds. The net proceeds received from the sale of the Series 2022-A Bonds shall be deposited simultaneously with the delivery of the Series 2022-A Bonds as follows:

- (a) All accrued interest received from the sale of the Series 2022-A Bonds shall be deposited in the Debt Service Account and applied in accordance with *Section 602(b)* hereof.
- (b) The sum of \$_____ shall be deposited in the Costs of Issuance Account and applied in accordance with *Section 506* hereof.
- (c) The sum of \$_____ shall be deposited in the Compliance Account.
- (d) The remaining balance of the proceeds derived from the sale of the Series 2022-A Bonds shall be deposited in the Redemption Fund and shall be applied in accordance with *Section 503* hereof.

Section 503. Application of Moneys in the Redemption Fund. Moneys in the Redemption Fund shall be transferred to the Refunded Bonds Paying Agent and utilized to retire the Refunded Bonds on the Refunded Bonds Redemption Date. The Clerk is authorized and instructed to provide appropriate notice of redemption in accordance with the Refunded Bonds Resolution. Any moneys remaining in the Redemption Fund not needed to retire the Refunded Bonds shall be transferred to the Debt Service Account.

Section 504. Application of Moneys in the Rebate Fund.

(a) There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Federal Tax Certificate. All money at any time deposited in the Rebate Fund shall be held in trust, to the extent required to satisfy the Rebate Amount (as defined in the Federal Tax Certificate), for payment to the United States of America, and neither the Issuer nor the Owner of any Serie 2022-A Bonds shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and the Federal Tax Certificate.

(b) The Issuer shall periodically determine the arbitrage rebate, if any, under Code § 148(f) in accordance with the Federal Tax Certificate, and the Issuer shall make payments to the United States of America at the times and in the amounts determined under the Federal Tax Certificate. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Series 2022-A Bonds and payment

and satisfaction of any Rebate Amount, or provision made therefor, shall be deposited into the Debt Service Account.

(c) Notwithstanding any other provision of this Bond Resolution, including in particular *Article VII* hereof, the obligation to pay arbitrage rebate to the United States of America and to comply with all other requirements of this Section and the Federal Tax Certificate shall survive the defeasance or payment in full of the Series 2022-A Bonds.

Section 505. Application of Moneys in the Costs of Issuance Account. Moneys in the Costs of Issuance Account - Series 2022-A shall be used by the Issuer to pay the Costs of Issuance related to the Series 2022-A Bonds. Any funds remaining in the Costs of Issuance Account - Series 2022-A, after payment of all Costs of Issuance related to the Series 2022-A Bonds, but not later than 30 days prior to the first Interest Payment Date, shall be transferred to the Debt Service Account – Series 2022-A.

Section 506. Application of Moneys in the Compliance Account. Moneys in the Compliance Account shall be used by the Issuer to pay fees and expenses relating to compliance with federal arbitrage law and state or federal securities laws. Any funds remaining in the Compliance Account on the sixth anniversary of the Issue Date shall be transferred to the Debt Service Account – Series 2022-A.

ARTICLE VI

COLLECTION AND APPLICATION OF REVENUES

Section 601. Sales Tax Revenue Fund. The Issuer covenants and agrees that from and after the delivery of the Series 2022-A Bonds, and continuing as long as any of the Bonds remain Outstanding hereunder, all of the Sales Tax Revenues shall as and when received be paid and deposited into the Sales Tax Revenue Fund. Sales Tax Revenues shall be segregated and kept separate and apart from all other moneys, revenues, Funds and Accounts of the Issuer and shall not be commingled with any other moneys, revenues, Funds and Accounts of the Issuer. The Sales Tax Revenue Fund shall be administered and applied solely for the purposes and in the manner provided in this Bond Resolution, except as may be modified by the provisions of the Parity Resolution.

Section 602. Application of Moneys in Funds and Accounts. The Issuer covenants and agrees that from and after the delivery of the Series 2022-A Bonds and continuing so long as any of the Bonds shall remain Outstanding, it will on the first day of each month administer and allocate all of the moneys then held in the Sales Tax Revenue Fund as follows:

(a) **Debt Service Account.** Beginning as of the first day of the month next ensuing after the issuance of the Series 2022-A Bonds, there shall next be paid and credited monthly to the Debt Service Account, to the extent necessary to meet on each Bond Payment Date the payment of all interest on and principal of the Series 2022-A Bonds, the following sums in the following order:

(1) Beginning with the first of said monthly deposits and continuing on the first day of each month thereafter, so long as any of the Series 2022-A Bonds remain Outstanding, an equal pro rata portion of the amount of interest that will become due on the Series 2022-A Bonds on the next succeeding Interest Payment Date; and

(2) Beginning with the first of said monthly deposits and continuing on the first day of each month thereafter, so long as any of the Series 2022-A Bonds remain Outstanding, an equal pro

rata portion of the amount of principal that will become due on the Series 2022-A Bonds on the next succeeding Maturity date.

The amounts required to be paid and credited to the Debt Service Account pursuant to this Section shall be made at the same time and on a parity with the amounts at the time required to be paid and credited to the debt service accounts established for the payment of the Debt Service Requirements on Parity Bonds and Parity Obligations under the provisions of the Parity Resolution(s).

Any amounts deposited in the Debt Service Account in accordance with **Section 502(a)** hereof shall be credited against the Issuer's payment obligations as set forth in subsection (b)(1) of this Section.

All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the Debt Service Requirements of the Series 2022-A Bonds as and when the same become due at Maturity and on each Interest Payment Date.

If at any time the moneys in the Sales Tax Revenue Fund are insufficient to make in full the payments and credits at the time required to be made to the Debt Service Account and to the debt service accounts established to pay the principal of and interest on any Parity Bonds or Parity Obligations, the available moneys in the Sales Tax Revenue Fund shall be divided among such debt service accounts in proportion to the respective principal amounts of said series of Bonds at the time Outstanding which are payable from the moneys in said debt service accounts.

(b) **Surplus Amounts.** After the transfers required in the previous section have been made, any remaining Sales Tax Revenues shall continue to be held in the Sales Tax Revenue Fund. Such surplus amounts may be used to: (i) make payments into, increase the amounts in, or prevent a deficiency in any other Fund or Account; (ii) pay the costs of constructing and acquiring and operating any project referenced in the Ballot Question; or (iii) to call, redeem and pay any Bonds prior to maturity, if then callable by their terms. If at any time the moneys in the Debt Service Account or the debt service account for Parity Bonds are not sufficient to pay the principal of and interest on any Bonds as and when the same become due, then surplus moneys shall be used to prevent any default in the payment of the principal of and interest on such Bonds.

No moneys from the Sales Tax shall be diverted to the general governmental or municipal functions of the Issuer, except for operating costs of the project referenced in the Ballot Question. In the event that funds remain in any accounts established in the Bond Resolution and funded from the Sales Tax, after payment of the Bonds and any rebatable arbitrage in accordance with the Federal Tax Certificate, or provision is made therefor, and termination of the Sales Tax has occurred, such funds may be used only in relation to the costs for any project referenced in the Ballot Question.

(c) **Deficiency of Payments into Funds and Accounts.** If at any time the Sales Tax Revenues are insufficient to make any payment on the date or dates hereinbefore specified, then surplus amounts described above shall be used to prevent any default in the payment of such amounts. Thereafter, if there remain insufficient amounts to make deposits to the Debt Service Account to pay the principal of and interest on the Series 2022-A Bonds, the Issuer will make good the amount of such deficiency from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

(d) **No Other Use of Sales Tax Revenues.** In no event shall any money received from the Sales Tax Revenues be diverted to the general governmental or municipal functions of the Issuer or used for any

purpose other than (i) Debt Service Requirements on the Bonds and (ii) costs of any project referenced in the Ballot Question.

Section 603. Transfer of Funds to Paying Agent. The Treasurer of the Issuer is hereby authorized and directed to withdraw from the Debt Service Account sums sufficient to pay the principal of and interest on the Bonds as and when the same become due on any Bond Payment Date, and to forward such sums to the Paying Agent in a manner which ensures the Paying Agent will have available funds in such amounts on or before the Business Day immediately preceding each Bond Payment Date. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Bond Resolution.

Section 604. Payments Due on Saturdays, Sundays and Holidays. In any case where a Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

ARTICLE VII

DEPOSIT AND INVESTMENT OF MONEYS

Section 701. Deposits and Investment of Moneys.

(a) Moneys in each of the Funds and Accounts shall be deposited in a bank, savings and loan association or savings bank: (a) organized under the laws of the State or the United States with main offices located in the county or counties in which the Issuer is located; or (b) under certain conditions of State law, organized under the laws of the United States or any other State thereof, with main offices located outside of the State, but with a branch located in the county or counties in which the Issuer is located. All such depositories shall be members of the Federal Deposit Insurance Corporation. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

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

In determining the amount held in any Fund or Account under the provisions of the Bond Resolution, Permitted Investments shall be valued at their market value. Such valuation shall be made as of the final Stated Maturity of principal of any Fiscal Year that the Bonds remain Outstanding. If and when the amount held in any Fund or Account shall be in excess of the amount required by the provisions of this Bond Resolution, the Issuer shall direct that such excess be paid and credited to the Sales Tax Revenue Fund.

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

The Issuer covenants and agrees with each of the Owners of any of the Series 2022-A Bonds that so long as any of the Series 2022-A Bonds remain Outstanding and unpaid it will comply with each of the following covenants:

Section 801. Covenant Not to Cancel Sales Tax. So long as any Bonds remain Outstanding, the Issuer will take no action, and will contest any action or attempted action, to cancel the Sales Tax or the collection of Sales Tax Revenues therefrom, provided that the Sales Tax will terminate by its terms upon the payment of all costs incurred in the constructing the project referenced in the Ballot Question (including the retirement of the Bonds issued and payable from such sales tax).

Section 802. Termination of Sales Tax. The Issuer will take such action as is necessary to cause termination of the collection of the Sales Tax upon the payment of all costs incurred in the constructing the project referenced in the Ballot Question (including the retirement of the Bonds issued and payable from such sales tax). Subsequent to completion of construction of the project referenced in the Ballot Question, provision shall be made for the payment of the Outstanding Bonds when there are sufficient moneys in the Funds and Accounts created in this Bond Resolution to provide for the payment thereof, at or prior to maturity, in accordance with the provisions of this Bond Resolution.

Section 803. Books, Records and Accounts. The Issuer will install and maintain proper books, records and accounts (entirely separate from all other records and accounts of the Issuer) in which complete and correct entries will be made of all dealings and transactions of or in relation to the Sales Tax Revenues. Such accounts shall show the amount of Sales Tax Revenues received, the application of such Sales Tax Revenues, and all financial transactions in connection therewith. Such separate accountings may be included as separate sections of the Issuer's annual financial report. Said books shall be kept by the Issuer according to standard accounting practices.

Section 804. Annual Budget. Prior to the commencement of each Fiscal Year, the Issuer will cause to be prepared and filed with the Clerk a budget for the next succeeding Fiscal Year. Said annual budget shall be prepared in accordance with the requirements of the laws of the State and shall contain all information that is required by such laws, including:

- (a) An estimate of the Sales Tax Revenues during the next ensuing Fiscal Year;
- (b) A statement of the estimated expenditures of the Sales Tax Revenues during the next ensuing Fiscal Year; and
- (c) A statement of the amount of Debt Service Requirements to be paid on Outstanding Series 2022-A Bonds and Additional Obligations to be paid from Sales Tax Revenues during the next Fiscal Year.

Section 805. Annual Audit. Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the Sales Tax Revenues for the preceding Fiscal Year by an Independent Accountant to be employed for that purpose and which may be paid from the Sales Tax Revenues. The report of said annual audit shall include:

- (a) A classified statement of the Sales Tax Revenues received and the expenditures made in connection with the Sales Tax Revenues during the previous Fiscal Year;

(b) A complete balance sheet as of the end of each Fiscal Year with the amount on hand at the end of such Fiscal Year in each of the Funds and Accounts created by and referred to in this Bond Resolution; and

(c) A statement of all Bonds and Additional Obligations matured or redeemed and interest paid on Bonds and Additional Obligations during said Fiscal Year;

Within 30 days after the completion of each such annual audit, a copy of the report of thereof shall be filed in the office of the Clerk. Such audit reports shall at all times during the usual business hours be open to the examination and inspection by any Owner of any of the Series 2022-A Bonds, or by anyone acting for or on behalf of such user or Owner.

As soon as possible after the completion of the annual audit, the governing body of the Issuer shall review the report of such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Bond Resolution and the Act, the Issuer will promptly cure such deficiency.

Section 806. Right of Inspection. The Purchaser of the Series 2022-A Bonds and any Owner or Owners of 10% of the principal amount of the Series 2022-A Bonds then Outstanding shall have the right at all reasonable times to inspect the records, accounts and data relating thereto, and shall be furnished all such information concerning the Sales Tax Revenues which the Purchaser or such Owner or Owners may reasonably request.

Section 807. Performance of Duties and Covenants. The Issuer will faithfully and punctually perform all duties, covenants and obligations now or hereafter imposed upon the Issuer by the Constitution and laws of the State and by the provisions of this Bond Resolution.

ARTICLE IX

ADDITIONAL BONDS AND OBLIGATIONS

Section 901. Senior Lien Bonds. The Issuer covenants and agrees that so long as any of the Parity Bonds remain Outstanding, the Issuer will not issue any Indebtedness payable out of the Sales Tax Revenues which are superior to the Parity Bonds.

Section 902. Parity Bonds and Parity Obligations. The Issuer covenants and agrees that so long as any of the Parity Bonds remain Outstanding, it will not issue any Indebtedness which stands on a parity or equality of lien against the Sales Tax Revenues with the Parity Bonds unless the following conditions are met:

(a) The Issuer shall not be in default in the payment of principal of or interest on any Parity Bonds or Parity Obligations at the time Outstanding or in making any payment at the time required to be made into the respective Funds and Accounts created by and referred to in this Bond Resolution or any Parity Resolution (unless such Indebtedness is being issued to provide funds to cure such default) nor shall any other Event of Default have occurred and be continuing;

(b) The Issuer shall deliver the following:

(1) **Long-Term Indebtedness.** A certificate signed by the Issuer evidencing *either* of the following:

(i) The Debt Service Coverage Ratio for the Fiscal Year immediately preceding the issuance of such Indebtedness, as reflected by information provided by the Independent Accountant, shall be not less than 1.10, including the Indebtedness proposed to be issued.

(ii) The estimated Debt Service Coverage Ratio (as determined by a Consultant), for the Fiscal Year immediately following the Fiscal Year in which the additions to the project referenced in the Ballot Question, the cost of which is being financed by such Indebtedness is issued, is to be in commercial operation, shall be not less than 1.10, including the Indebtedness proposed to be issued. In the event that the Issuer anticipates additional Sales Tax Revenues as a result of expansion or modification of commercial activities in the Issuer by such Indebtedness, the Issuer may adjust the estimated Sales Tax Revenues in determining the Debt Service Coverage Ratio, by adding thereto any estimated increase in Sales Tax Revenues resulting from any increase in Sales Tax Revenues, which, in the opinion of the Consultant, are reasonable.

(2) **Short-Term Indebtedness.** A certificate signed by the Issuer evidencing any *one* of the following:

(i) The principal amount of all Outstanding Short-Term Indebtedness does not exceed 15% of the Sales Tax Revenues for the most recently ended Fiscal Year for which financial information is available from the Independent Accountant;

(ii) The Short-Term Indebtedness could be incurred under **subsection (b)(1)** hereof assuming it was Long-Term Indebtedness.

(iii) There is delivered to the Issuer a certificate of a Consultant to the effect that it is such Consultant's opinion that it is reasonable to assume that the Issuer will be able to refinance such Short-Term Indebtedness prior to its Stated Maturity in compliance with the provisions of this Section and the conditions described in **subsection (b)(1)** are met with respect to such Short-Term Indebtedness when it is assumed that such Short-Term Indebtedness is Long-Term Indebtedness maturing over 20 years (or such shorter period as such Consultant indicates is reasonable to assume in such statement) from the date of issuance of the Short-Term Indebtedness and bears interest on the unpaid principal balance at the Index Rate and is payable on a level annual debt service basis over a 20-year period (or such shorter period as such Consultant indicates is reasonable to assume in such statement).

(3) **Interim Indebtedness.** A certificate signed by the Issuer evidencing *either* of the following:

(i) The Interim Indebtedness could be incurred under **subsection (b)(1)** hereof assuming it was Long-Term Indebtedness.

(ii) There is delivered to the Issuer a certificate of a Consultant to the effect that it is such Consultant's opinion that it is reasonable to assume that the Issuer will be able to refinance such Interim Indebtedness prior to its Stated Maturity in compliance with the provisions of this Section and the conditions described in **subsection (b)(1)** are met with respect to such Interim Indebtedness when it is assumed that such Interim Indebtedness is Long-Term Indebtedness maturing over 20 years (or such shorter period as such Consultant indicates is reasonable to assume in such statement) from the date of issuance of the Interim Indebtedness and bears interest on the unpaid principal balance at the Index Rate and is

payable on a level annual debt service basis over a 20-year period (or such shorter period as such Consultant indicates is reasonable to assume in such statement).

(c) When the issuance of Indebtedness of equal stature and priority is permitted by the Statutes of the State.

(d) The resolution authorizing such Indebtedness shall contain or provide for substantially the same terms, conditions, covenants and procedures as established in this Bond Resolution.

Additional Indebtedness issued under the conditions set forth in this Section shall stand on a parity with the Parity Bonds and Parity Obligations and shall enjoy complete equality or lien on and claim against the Sales Tax Revenues, and the Issuer may make equal provision for paying the Debt Service Requirements on such Indebtedness out of the Sales Tax Revenue Fund and may likewise provide for the creation of reasonable debt service accounts and debt service reserve accounts for the payment of the Debt Service Requirements on such Indebtedness and the interest thereon out of moneys in the Sales Tax Revenue Fund.

Section 903. Subordinate Lien Bonds. Nothing in this Article shall prohibit or restrict the right of the Issuer to issue Indebtedness for any lawful purpose in connection with the Sales Tax and to provide that the Debt Service Requirements on such Indebtedness shall be payable out of the Sales Tax Revenues, provided at the time of the issuance of such Indebtedness the Issuer is not in default in the performance of any covenant or agreement contained in this Bond Resolution (unless such Indebtedness is being issued to provide funds to cure such default), and provided further that such Indebtedness shall be junior and subordinate to the Parity Bonds and Parity Obligations so that if at any time the Issuer shall be in default in paying either interest on or principal of the Parity Bonds or Parity Obligations, or if the Issuer is in default in making any payments required to be made by it under the provisions of paragraphs (a) and (b) of *Section 602* of this Bond Resolution, the Issuer shall make no payments of either principal of or interest on said Subordinate Lien Bonds until said default or defaults be cured. In the event of the issuance of any such Subordinate Lien Bonds, the Issuer, subject to the provisions aforesaid, may make provision for paying the principal of and interest on said Subordinate Lien Bonds out of moneys in the Sales Tax Revenue Fund.

Section 904. Refunding Bonds. The Issuer shall have the right, without complying with the provisions of *Section 902* hereof, to issue Refunding Bonds for the purpose of refunding any of the Indebtedness under the provisions of any law then available, and the Refunding Bonds so issued shall enjoy complete equality of pledge as did the Indebtedness that was refunded.

ARTICLE X

DEFAULT AND REMEDIES

Section 1001. Remedies. The provisions of this Bond Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Owners of the Bonds. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Bonds similarly situated:

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

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

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

The Issuer hereby directs the Paying Agent to notify the Owners of any Event of Default of which it has actual notice.

Section 1002. Limitation on Rights of Owners. The covenants and agreements of the Issuer contained herein and in the Bonds shall be for the equal benefit, protection, and security of the Owners of any or all of the Bonds, all of which Bonds of any series shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the Funds and Accounts herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Bond Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Owners of such Outstanding Bonds.

Section 1003. Remedies Cumulative. No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Bonds by this Bond Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE XI

DEFEASANCE

Section 1101. Defeasance. When any or all of the Bonds, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Bond Resolution and the pledge of the Sales Tax Revenues hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Bond Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to

be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal or Redemption Price of said Bonds and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Bonds, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Bonds, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Bond Registrar to give such notice of redemption in compliance with *Article III* hereof. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Bond Resolution.

ARTICLE XII

TAX COVENANTS

Section 1201. General Covenants. The Issuer covenants and agrees that it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Series 2022-A Bonds; and (b) all provisions and requirements of the Federal Tax Certificate. The Chairman and Clerk are hereby authorized and directed to execute the Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. The Issuer will, in addition, adopt such other resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Series 2022-A Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

Section 1202. Survival of Covenants. The covenants contained in this Article and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Series 2022-A Bonds pursuant to *Article XI* hereof or any other provision of this Bond Resolution until such time as is set forth in the Federal Tax Certificate.

ARTICLE XIII

CONTINUING DISCLOSURE REQUIREMENTS

Section 1301. Disclosure Requirements. In order to comply with the provisions of the Rule and directives of the SEC, the governing body of the Issuer hereby approves the form of the Disclosure Undertaking. The Chairman is hereby directed to execute the Disclosure Undertaking, with such changes as legal counsel to the Issuer and the Clerk shall approve (whose signature thereon shall constitute conclusive evidence of such approval). A copy of the Disclosure Undertaking shall be placed in the permanent records of the Issuer and shall be available for public inspection during regular business hours of the Issuer.

The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure

Undertaking, the provisions of which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

Section 1302. Failure to Comply with Continuing Disclosure Requirements. In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section. Notwithstanding any other provision of this Bond Resolution, failure of the Issuer to comply with its covenants contained in the preceding section shall not be considered an Event of Default under this Bond Resolution.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1401. Amendments. The rights and duties of the Issuer and the Owners, and the terms and provisions of the Bonds or of this Bond Resolution, may be amended or modified at any time in any respect by resolution of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

- (a) extend the maturity of any payment of principal or interest due upon any Bond;
- (b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Bond;
- (c) permit preference or priority of any Bond over any other Bond;
- (d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Bond Resolution; or
- (e) permit the creation of a lien on the Sales Tax Revenues prior or equal to the lien of the Parity Bonds or Additional Obligations.

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

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Bond Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to more precisely identify the project(s) referenced in the Ballot Question, to conform this Bond Resolution to the Code or future applicable federal law concerning tax-exempt

obligations, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

Every amendment or modification of the provisions of the Bonds or of this Bond Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution adopted by the governing body of the Issuer amending or supplementing the provisions of this Bond Resolution and shall be deemed to be a part of this Bond Resolution. A certified copy of every such amendatory or supplemental resolution, if any, and a certified copy of this Bond Resolution shall always be kept on file in the office of the Clerk, shall be made available for inspection by the Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Bond Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or of this Bond Resolution will be sent by the Clerk to any such Owner or prospective Owner.

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

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

Section 1402. Notices, Consents and Other Instruments by Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Bond Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

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

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

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

Section 1403. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Bond Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or

telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

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

Section 1404. Inconsistent Provisions. In case any one or more of the provisions of this Bond Resolution or of the Bonds issued hereunder shall for any reason be inconsistent with the provisions of any Parity Resolution or any Parity Bonds: (a) the provisions of any Parity Resolution adopted prior to this Bond Resolution shall prevail with respect to Parity Bonds issued prior in time, so long as such Parity Bonds are Outstanding; and (b) the provisions of this Bond Resolution shall prevail with respect to any Parity Resolution adopted subsequent to the Bond Resolution, so long as any Parity Bonds issued under this Bond Resolution are Outstanding.

Section 1405. Electronic Transactions. The issuance of the Bonds and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means. All closing documents, certificates, and related instruments may be executed by electronic transmission. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents (or documents executed by electronic transmission) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1406. Further Authority. The officers and officials of the Issuer, including the Chairman and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Bond Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 1407. Severability. If any section or other part of this Bond Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Bond Resolution.

Section 1408. Governing Law. This Bond Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1409. Effective Date. This Bond Resolution shall take effect and be in full force from and after its adoption by the governing body of the Issuer.

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ADOPTED by the governing body of the Issuer on January 12, 2022.

(SEAL)

Chairman

Commissioner

Commissioner

Commissioner

Commissioner

ATTEST:

Clerk

**EXHIBIT A
(FORM OF BONDS)**

REGISTERED
NUMBER __

REGISTERED
\$

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

**UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF LEAVENWORTH
GENERAL OBLIGATION SALES TAX BOND
SERIES 2022-A**

Interest
Rate:

Maturity
Date:

Dated
Date: February 3, 2022

CUSIP:

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That Leavenworth County, in Leavenworth County, in the State of Kansas (the “Issuer”), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on March 1 and September 1 of each year, commencing September 1, 2022 (the “Interest Payment Dates”), until the Principal Amount has been paid.

Method and Place of Payment. The principal or redemption price of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent” and “Bond Registrar”). The interest payable on this Bond on any Interest Payment Date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Bond Registrar at the close of business on the Record Date(s) for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next

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

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

Authorization of Series 2022-A Bonds. This Series 2022-A Bond is one of an authorized series of bonds of the Issuer designated “General Obligation Sales Tax Refunding Bonds, Series 2022-A,” aggregating the principal amount of \$[PRINCIPAL AMOUNT] (the “Series 2022-A Bonds”) issued for the purposes set forth in the Resolution of the Issuer authorizing the issuance of the Series 2022-A Bonds and prescribing the form and details of the Series 2022-A Bonds (the “Bond Resolution”). The Series 2022-A Bonds are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq.*, K.S.A. 10-427 *et seq.*, all as amended and supplemented from time to time, and all other provisions of the laws of the State of Kansas applicable thereto.

General Obligations. The Series 2022-A Bonds constitute general obligations of the Issuer payable as to both principal and interest from and secured by a pledge of revenue received by the Issuer from the Sales Tax, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the County are hereby irrevocably pledged for the prompt payment of the principal of and interest on this Series 2022-A Bond and the issue of which it is a part as the same respectively become due. *Under the conditions set forth in the Bond Resolution, the Issuer has the right to issue additional Indebtedness payable from the same source and secured by the Sales Tax Revenues on a parity with said Sales Tax Revenues; provided, however, that such additional Indebtedness may be so issued only in accordance with and subject to the covenants, conditions and restrictions relating thereto set forth in the Bond Resolution.*

The Issuer hereby covenants and agrees with the Registered Owner of this Series 2022-A Bond that it will keep and perform all covenants and agreements contained in the Bond Resolution, and will not cancel the collection of the Sales Tax so long as the Bonds remain Outstanding. Reference is made to the Bond Resolution for a description of the covenants and agreements made by the Issuer with respect to the collection, segregation and application of the Sales Tax Revenues, the nature and extent of the security for the Series 2022-A Bonds, the rights, duties and obligations of the Issuer with respect thereto, and the rights of the Registered Owners thereof.

Redemption Prior to Maturity. The Series 2022-A Bonds are subject to redemption prior to maturity as set forth in the Bond Resolution.

Book-Entry System. The Series 2022-A Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Bond Resolution. One certificate with respect to each date on which the Series 2022-A Bonds are stated to mature or with respect to

each form of Series 2022-A Bonds, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Series 2022-A Bonds by the Securities Depository's participants, beneficial ownership of the Series 2022-A Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Bond Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Series 2022-A Bond, as the owner of this Series 2022-A Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Series 2022-A Bond, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to Beneficial Owners of the Series 2022-A Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such Beneficial Owners. The Issuer and the Bond Registrar will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the Owner of this Series 2022-A Bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Series 2022-A Bond shall be made in accordance with existing arrangements among the Issuer, the Bond Registrar and the Securities Depository.

Transfer and Exchange. EXCEPT AS OTHERWISE PROVIDED IN THE BOND RESOLUTION, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. This Series 2022-A Bond may be transferred or exchanged, as provided in the Bond Resolution, only on the Bond Register kept for that purpose at the principal office of the Bond Registrar, upon surrender of this Series 2022-A Bond together with a written instrument of transfer or authorization for exchange satisfactory to the Bond Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Series 2022-A Bond or Series 2022-A Bonds in any authorized denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Bond Resolution and upon payment of the charges therein prescribed. The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Series 2022-A Bonds and the cost of a reasonable supply of bond blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Series 2022-A 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 Series 2022-A Bonds are issued in fully registered form in Authorized Denominations.

Authentication. This Series 2022-A Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the hereinafter defined Bond Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Bond Registrar.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Series 2022-A Bond have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, that the total indebtedness of the Issuer, including this series of bonds, does not exceed any constitutional or statutory limitation, and that provision has been duly made for the collection and segregation of the Sales Tax Revenues and for the application of the same as provided in the hereinafter defined Bond Resolution.

BOND ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer to

(Name and Address)

(Social Security or Taxpayer Identification No.)

the Bond to which this assignment is affixed in the outstanding principal amount of \$ _____, standing in the name of the undersigned on the books of the Bond Registrar. The undersigned do(es) hereby irrevocably constitute and appoint _____ as agent to transfer said Bond on the books of said Bond Registrar with full power of substitution in the premises.

Dated _____

Name

Social Security or
Taxpayer Identification No.

Signature (Sign here exactly as name(s)
appear on the face of Certificate)

Signature guarantee:

By _____

Leavenworth County Request for Board Action

Date: January 6, 2022

To: Board of County Commissioners

From: Larry Malbrough, Director of Information Systems

Additional Reviews as needed:

Administrator

iBoss Web Filtering Appliance and Subscription

Action Requested:

- 1) Authorize the Chairman to sign a three year renewal contract with iBoss.

Recommendation: Approval

Background:

The County has utilized iBoss as our web filtering solution for the past five years. The solution has proved to be effective at mitigating problematic web traffic as well as provide a means to manage end user web activity thereby allowing the County to maintain productivity and get the most out of our limited bandwidth.

The iBoss solution is comprised of a hardware appliance and a yearly subscription per user.

The existing appliance has grown obsolete and requires replacement in order to continue to receive firmware and software updates.

The existing subscription is set to expire on 1/14/2022.

Analysis:

A renewal quote has been received from iBoss. In order to realize the greatest savings, a three year proposal is recommended. In order to maintain a consistent budget footprint for the I.S. Department, a payment schedule has been negotiated as follow:

DESCRIPTION	DUE DATE	AMOUNT
Payment 1	NET 30	\$4,551.86
Payment 2	1/14/2023	\$4,551.85
Payment 3	1/14/2024	\$4,551.85
TOTAL EXPENDITURE		\$13,655.56

The I.S. Department budget is currently allocated \$6,400 toward a web filtering solution.

Alternative web filtering solutions were researched as due diligence. No other solution was found that would be more cost advantageous while performing the same services compatibly with our current infrastructure.

Alternatives:

Seek an alternative web filtering solution
Cease using a web filtering solution

Budgetary Impact:

- Not Applicable
- Depreciation items with available depreciation funds
- Non-Budgeted item with available funds through prioritization
- Budgeted item with available funds

Total Amount Requested:

\$4,551.86 for budget year 2022
\$4,551.85 for budget year 2023
\$4,551.86 for budget year 2024

\$13,655.56 in total

Additional Attachments:

iBoss quote #00036904



iboss, Inc.
 101 Federal St
 23rd Floor
 Boston, MA 02110

Quote Number 00036904

Account Name Leavenworth County - Kansas
 Payment Term NET_30

Quote Name Leavenworth County - Kansas - 3Y Renewal +
 Local 14700 and 500GB Cloud Reporter V3
 Expiration Date 1/31/2022
 License Type Users

Created Date 1/6/2022

Bill To Name Leavenworth County - Kansas
 Bill To 300 Walnut
 Leavenworth, KS 66048
 US

Ship To Name Leavenworth County - Kansas
 Ship To 300 Walnut
 Leavenworth, KS 66048
 US

Product ID	Product	Line Item Description	Sales Price	Quantity	Discount	Total Price	Contract Start	Contract End
0	-Subscription-	Core Features	USD 74.88	350.00	78.28%	USD 5,692.38	1/14/2022	1/13/2025
4208	IB-14700LGN-PURCHASE	iboss Local Gateway Node 14700 Purchase (1U appliance)	USD 8,995.00	1.00	30.67%	USD 6,236.23		
4183	IB-500GBCS-3YR		USD 4,576.50	1.00	30.00%	USD 3,203.55	1/14/2022	1/13/2025
4672	IB-ADDONCOPPERCRD-1GBY		USD 495.00	1.00		USD 495.00		
4207	IB-STANDARDSUPPORT-3YR	Standard Support Subscription (M-F 8am - 8pm EST; excluding holidays)	USD 0.00	1.00		USD 0.00	1/14/2022	1/13/2025
4055	SERIES 7-UPGRADE-PROMO	pt000224304	USD -400.00	1.00		USD -400.00		
3855	Subscription Adjustment	*One-time adjustment for remaining subscription from iboss Invoice 957511.*	USD -1,651.55	1.00		USD -1,651.55		

Additional Comments

Description **This quote is contingent upon execution, in full, of Quote 00036907.**

**To be paid in accordance with Payment Schedule, below. All payments, payment dates, and total amount due to iboss must be documented, explicitly, on the Purchase Order.

Payment Schedule:
 Payment 1 due NET_30: \$4,551.86
 Payment 2 due 1/14/2023: \$4,551.85
 Payment 3 due 1/14/2024: \$4,551.85**

**This Quote is contingent upon successful return, within 30 days of shipment of the items included in the Quote Line Items above, of the item(s) associated with the following part number(s):
 pt000224304
 Customer will be invoiced upon failure to return the item(s) listed above.**

Summary of Fees:

Subtotal USD 38,222.95
 Discount 64.48%



iboss, Inc.
101 Federal St
23rd Floor
Boston, MA 02110

Quote Number 00036904

Total Price	USD 13,575.61
Shipping and Handling	USD 79.95
Shipping Method	Standard/Ground
Grand Total	USD 13,655.56

Legal

THE ENTITY IDENTIFIED ABOVE AS THE "BILL TO" PARTY ("PURCHASER") AGREES TO ACCEPT THIS QUOTE AND UNDERSTANDS AND AGREES THAT THIS QUOTE INCORPORATES BY REFERENCE AND SHALL BE GOVERNED BY (A) THE IBOSS TERMS OF SERVICE AGREEMENT LOCATED AT [HTTPS://WWW.IBOSS.COM/TERMS/](https://www.iboss.com/terms/), IN THE CASE OF END USER PURCHASERS; AND (B) THE DISTRIBUTOR OR RESELLER AGREEMENT, AS APPLICABLE, CURRENTLY IN EFFECT BETWEEN IBOSS AND PURCHASER, IN THE CASE OF IBOSS DISTRIBUTORS AND RESELLERS. TO THE EXTENT THE PRE-PRINTED TERMS ON A PURCHASE ORDER OR OTHER SIMILAR DOCUMENT CONTAIN ANY TERMS AND CONDITIONS THAT ARE IN ADDITION TO, INCONSISTENT WITH OR CONFLICT WITH THE TERMS AND CONDITIONS OF THIS QUOTE OR THE FOREGOING AGREEMENTS, SUCH TERMS SHALL BE VOID.

Additionally, iboss' Privacy Policy (located at <https://www.iboss.com/terms/#privacy-policy>) explains how iboss treats personal data and protects individual privacy rights when customers use iboss' Services. By subscribing to and using iboss products and services, Customer agrees that iboss may use such data according to iboss' Privacy Policy.

Signatures

Accepted and Agreed:

Customer

iboss Inc.

Print Name:

Print Name:

Title:

Title:

Date:

Date:

Leavenworth County Request for Board Action

Date: January 12, 2022

To: Board of County Commissioners

From: Todd Thompson, County Attorney

Department Head Approval: _____

Additional Reviews as needed:

Budget Review Administrator Review Legal Review

Action Requested: Budget Proposal for Covid Grant Money

Recommendation:

Analysis:

Alternatives:

Budgetary Impact:

- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Total Amount Requested: \$250,000.00

Additional Attachments: Our Budget Proposal for use of these requested Covid Grand funds



LEAVENWORTH COUNTY ATTORNEY'S OFFICE

TODD G. THOMPSON

Phone: (913) 684-0899

COUNTY ATTORNEY

Fax: (913) 684-1050

Leavenworth Justice Center
601 S. Third Street, Suite 3069
Leavenworth, KS 66048-2868

SHAWN M. BOYD
DEPUTY COUNTY ATTORNEY

JOSE V. GUERRA
ASSISTANT COUNTY ATTORNEY

CHRISTOPHER LYON
ASSISTANT COUNTY ATTORNEY

BENJAMIN J. RIOUX
ASSISTANT COUNTY ATTORNEY

ASHLEY HUTTON
ASSISTANT COUNTY ATTORNEY

DAVID MELTON
ASSISTANT COUNTY ATTORNEY

NANCY M. THEIS
OFFICE MANAGER

**COUNTY ATTORNEY'S OFFICE
BUDGET PROPOSAL FOR GRANT MONEY**

Our office faces an unprecedented time. As I have made you aware at previous meetings, due to the COVID-19 pandemic the Courts shut down trials for nearly 15 months. This shutdown has caused over 250 trials to be set and the Court set a course for those to be completed in a short amount of time. At this moment, we have six-to-eight trials set every week until May. The Court anticipates us completing at least three of those trials per week. I currently have seven attorneys. These attorneys are responsible for maintaining dockets for children in need of care due to either neglect or abuse; maintain a traffic docket, a juvenile offender docket, and domestic violence docket (this docket prosecutes every domestic case in the entire county), and the criminal docket, among other responsibilities. These duties are not getting the proper attention due to the burden placed on us.

A prosecutor's office is required to not only do trials, but to also review cases, make decisions on how to process those cases, subpoena witnesses, meet with witnesses, hold preliminary hearings, and maintain paperwork for all hearings on those cases, as well as handling any appeals. Due to the multitude of trials required to be completed in such a short time period we are unable to give the proper attention to all aspects of our duty. This office has a responsibility to carefully review every report sent to our office in a timely manner. That is not possible with the additional burden of multiple court trials every week.

Additional staffing will help us satisfy the demand to make sure we are ethically maintaining the trials we face and the cases we need to process. Additional staff will ensure we complete the appropriate paperwork and file it with the court as required. This paperwork is powerful in its intent. It compels people to appear in court, it incarcerates people on a daily basis, it remands people for mental health treatment. It even has the ability to permanently take away a person's parental rights to their child. The paperwork, be it written or electronic, is crucial to moving the case along to its completion. Due to the overwhelming amount of work this is not getting processed as timely as necessary.

We can reasonably foresee multiple staff leaving in the next few years. At least four staff members will be retiring in the next three years. It is my intention that as staff choose to retire we would not need to hire someone new. Similarly, this would apply to our attorney positions if any leave.

This request is consistent with what other counties are doing. Johnson County District Attorney's office just received a few million dollars to satisfy their backlog. Douglas, Shawnee, and other counties face the same issue we face. I want to ensure our county ethically and fairly processes all cases.

Realistically, our office has been paperless since 2009. It was one of the first in the nation and the first in Kansas. Roger Marrs continues to operate this system for us. Further, he handles all issues within that system and digital related evidence. If he retires any time soon we need to have a specific replacement for that person. This grant money provides us the opportunity to train someone for this. It is a position that currently exists in multiple other prosecutors' offices and will be a need eventually. I do not know how the IT department intends to disperse the duties that Roger Marrs currently holds, but several areas of our digital filing system are unique, special and necessary. We have been blessed to have Mr. Marrs, but we definitely need to be prepared for his loss as several parts of our digital system were designed and developed by Mr. Marrs. Also, with the added amount of cases this is an increased burden on Mr. Marr's other duties. We frequently have to ask for specific redactions for evidentiary proceedings. This is a laborious process that could lead to allegations of concealment and mistrials if done incorrectly.

Staff request:

1. An IT technician for reasons state above.
2. One legal secretary/trial assistant positions. We currently have a backlog due to the demand of cases. We need staff to assure witnesses are contacted and coming to court. Orders are being completed timely to process the cases. Also, the child in need of care docket is very important and detailed position that will need a replacement as the legal secretary in that position will be retiring soon. Also, with the new program the Kansas Courts are implementing on all Courts, we will need additional help until we can assure we have a system that can interface with this program.
3. Two attorney positions to help with processing cases for the reasons stated above.

The Approximate Costs for these new Hires:

Salaries and benefits:	
Attorney (experienced)	\$80,000
Attorney (new)	\$70,000
IT person	\$60,000
Legal Secretary-Criminal	\$40,000

Our intention with this need is to utilize the funds for the next three years to gauge the need. As time progresses we should be able to determine if we have a surplus of staff and attorneys or with the growing county a need for future funds. If we see unnecessary positions, those positions will be eliminated. We also hope to continue to explore grant options to help provide funds necessary for this office.

Sincerely,

Todd Thompson
Leavenworth County Attorney

**Leavenworth County
Council on Aging**

Quarterly Report

January 12, 2022

Prepared by:
Connie Harmon, Director

2021 At-A-Glance:

Nutrition	2021	2020	Notes
Total Meals on Wheels served	97,246	94,975	2.4% increase
<ul style="list-style-type: none"> Home-delivered meals Congregate meals 	81,003 16,243	80,189 14,786	
Transportation			
Weekly trips provided	15,334	12,042	27% increase
<ul style="list-style-type: none"> Out of County medical 	1,270	947	34% increase
In Home Support Units of Service			
	1,456	1,094	33% increase
SHICK Meetings	305	114	160% increase
Information & Assistance	13,466	7,413	82% increase

On-Going Activities:

- **Safely maintain and expand agency programs, services and activity offerings.**
 - Staff is working with volunteers/health care professionals/community partners to build and expand health/wellness offerings, beginning with Winter Olympics event featuring cardio drumming led by St. John Hospital's cardiologists.
 - Staff will administer two annual surveys: Meals on Wheels and Leisure & Learning to gather feedback from participants and determine future planning.
 - Staff is actively working on three-year comprehensive plan for fundraising efforts and revenue generation through other funding sources.
- **Nutrition program and Transportation service and need continue to grow.**
 - The agency continues to see growth in the Meals on Wheels program and an increased need for out-of-county transportation for specialized medical services/rehabilitation.
 - Approximately 40% of the Meals on Wheels participants are unable to afford \$2.00 per meal price.
 - Requests for extended daily transportation for chemotherapy and rehabilitation doubled in 2021.
 - Overwhelming community support doubled and tripled fundraising expectations, respectively, for the Sr. Express Flea Market and Meals on Wheels benefit as well as the Seniors' Christmas project.

Q1 2022 Goals:

- **Shift to digital**
 - Staff will continue to focus on creating both a digital and online presence for the *Council on Aging* through the County webpage and County Facebook page while maintaining essential communication in print.
 - Client software will be purchased in an effort to digitize client records and processes. This effort will be rolled out by department beginning with the Nutrition department.
 - Staff will launch online donation platform for fundraising and support efforts.
- **Prepare to move to Cushing space.**
 - Staff will launch newly-updated agency logo and branding to reflect new services, programs, and activity offerings to encourage participation by a larger share of the 50+ target market.
 - Staff continues to work collaboratively and strategically to plan and prepare for move from current space and for increased public space at the new location.

1st Quarter Report

PLANNING & ZONING

KRYSTAL A. VOTH

Planning & Zoning Department News

The Planning & Zoning Department has continued to offer exceptional customer service, timely processing of applications and amendments to the Zoning and Subdivision Regulations through the end of 2021. In the year 2021 P&Z was responsible for processing 204 development applications and more than 200 building permit applications. This is an increase of more than 40 development applications from the previous year.

In addition to the development cases, Staff brought forward a number of policy changes and is currently working on a new policy for Special Use Permits. The proposed SUP update is a goal of the comprehensive plan.

Staff recently held the first of two work sessions regarding updates to the Comprehensive Plan. Currently, the department is on track to update the Comprehensive Plan and request Board approval by mid-late March of this year. This will complete the goal of a yearly review and update of the Comprehensive Plan.

Staff has adopted a “rolling deadline” for development applications. This new procedure has been adopted in order to streamline the development process and to allow items to be forwarded to the Planning Commission in a more efficient manner.

Staff is currently doing a through review of the Zoning and Subdivision Regulations. Staff is looking for any inconsistencies between sections, updating definitions and clarifying expectations. These updates will provide a clearer and concise zoning regulations.

Departmental Updates

The department has recently undergone a number of internal changes, specifically changes related to permits, applications and the processing of those items. These changes have been implemented in order to clarify processes and expedite, when appropriate, development review. Staff will continue to evaluate and accommodate processes in order to provide the most efficient and comprehensive service possible.

Applications

The department is continually evaluating all permits and applications for any inconsistencies. Staff removed any items that were not relevant or were outdated. Staff clarified processes, provided clear information and expectations in order to provide a better experience to developers and applicants. Staff will continue to evaluate the permits and applications to ensure the best product possible. Staff has continued to modify and further clarify our applications. In addition to updating applications for the public, Staff has worked to clarify and adopt internal policies in order to ensure that all applications are treated the same. This is an ongoing process. The development of the new website was a great opportunity to once again thoroughly review our applications and procedures.

Joint Review Committee

Staff has instituted a Joint Review Committee with Planning, Public Works and Survey. These weekly meetings allow the departments to review items together in order to discuss potential issues. Having

these meetings in place has been a key factor in our Staff being able to continue to provide excellent customer service. In addition to the meetings, Staff continues to work with Public Works when writing Staff Reports (when applicable) to help facilitate a clear and common goal. These meetings continue to take place. Staff is often able to identify potential issues with an application prior to the application being officially submitted which has helped speed up the development process.

Development Submittal Meeting

Staff has a protocol for a development submittal meeting. This will ensure that the appropriate documents are submitted upon application. In the event the appropriate documents are not provided, the application will not be accepted. The applicant/developer will be informed of the missing items immediately so that they can obtain the appropriate documents and resubmit. Developers are strongly encouraged to schedule a meeting prior to the deadline in order to provide time to procure any missing documents. At this submittal meeting, Staff will not be checking the accuracy of documents. Upon further review, there may be additional information needed. This policy has remained in place; however, many applications are handled via email and the online application system through the new website.

Sanitary Code Updates

The sanitary code has been updated and implemented as of July 21, 2021.

Regulation Updates

Staff completed a number of regulation updates in 2021. Staff is currently working on a thorough review of the Zoning and Subdivision Regulations to clarify any existing inconsistent items. Staff is also currently working on updating the Special Use Permit policy.

Committees

Planning and Zoning Staff are members of numerous committees, primarily committees spearheaded by the Mid-America Regional Council and the Kansas Department of Transportation. Participation in these committees helps ensure Leavenworth County is up-to-date with funding opportunities, planning initiatives and plan making which may affect Leavenworth County.

Building Codes Appeals Board

This Board has been established. They have met to adopt by-laws and elect a chairman.

Active Transportation Programming Committee (ATPC)

The Active Transportation Programming Committee oversees federal programs that provide funds to sponsors of transportation projects that benefit pedestrians, bicyclists and other non-motorized transportation users. The committee assists in reviewing project applications and provides recommendations to the Total Transportation Policy Committee (TTPC), Air Quality Forum and MARC Board of Directors. The committee also assists in monitoring and reporting on the progress of funded projects.

Air Quality Forum

The Air Quality Forum is a policy committee comprised of local elected officials, air quality and transportation agency personnel, and business and community group representatives. The Forum

reviews regional air quality issues and makes policy recommendations regarding those issues to the MARC Board of Directors and the states of Kansas and Missouri. There are 31 seats on the Forum. Local governments occupy 21 seats, four are held by state air and transportation agencies, three by business and economic development concerns, and three are designated for health and environmental groups.

K-7 Corridor Management Committee

The K-7 Corridor plan was prepared under the direction of the K-7 Corridor Core Team, with additional input and participation by residents, stakeholders, and property owners within the Corridor. Meetings are held quarterly to discuss any changes in the corridor.

Planning Commission

The Planning Commission meets on the second Wednesday of each month to hear development cases. Typically, these cases include Special Use Permits, Plats and Rezoning requests. The Planning Commission is tasked with hearing development cases, and providing a recommendation to the Board of County Commissioners. The Planning Commission also holds work sessions periodically in order to assist staff in amending regulations or to have study sessions to review relevant case law.

Work Sessions

Work Sessions with the BOCC are held regularly. The Planning Commission met the first Wednesday of January to host a work session which was open to the public. The work session was regarding the comprehensive plan.