

Members of the Governing Body will participate in a hybrid-meeting format. The public may attend the meeting in person or view it online at <https://www.facebook.com/CityofPrairieVillage>.

**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
Council Chambers
Monday, October 18, 2021
6:00 PM**

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE**
- IV. APPROVAL OF THE AGENDA**
- V. INTRODUCTION OF STUDENTS AND SCOUTS**
- VI. PRESENTATIONS**

Introduction of Teen Council members:

- Amalia Millard, Notre Dame de Sion
- Michael Newbold, Shawnee Mission East
- Ayla Ozkan, Shawnee Mission East
- Kate Winfield, Shawnee Mission East
- Emma Jones, Whitefield Academy

Legislative update from Representative Jerry Stogsdill

VII. PUBLIC PARTICIPATION

If you would like to speak live during the public participation portion of the meeting and would prefer to do so remotely, please notify City Clerk Adam Geffert at cityclerk@pvkansas.com, and provide your name and address prior to 3 p.m. on October 18. The City will provide you with a link to join the meeting and will call on those who signed up to speak for up to 3 minutes once public participation begins. Alternatively, you may speak in-person at the meeting without signing up beforehand.

To submit written comment to the Council, please email cityclerk@pvkansas.com prior to 3 p.m. on October 18 to be shared with Councilmembers prior to the meeting.

VIII. CONSENT AGENDA

All items listed below are considered to be routine by the Governing Body and will be enacted by one motion (roll call vote). There will be no separate discussion of these items unless a Council member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the regular agenda.

By Staff

1. Approval of regular City Council meeting minutes - October 4, 2021
2. Consider bid award for 2021 tree trimming program
3. Consider appointment to the Pension Board

IX. COMMITTEE REPORTS

X. MAYOR'S REPORT

XI. STAFF REPORTS

Fire Department update
Chief Chick

XII. OLD BUSINESS

XIII. NEW BUSINESS

COU2021-74 Consider appointment of City Treasurer
Nickie Lee

COU2021-70 Consider an ordinance banning conversion therapy of minors
David Waters

COU2021-71 Consider committing to the "Cities Race to Zero" climate initiative
Ian Graves

COU2021-72 Consider adoption of Resolution 2021-15, establishing 2022 compensation ranges
Cindy Volanti / Jamie Robichaud

COU2021-73 Consider extending ordinance requiring the wearing of face coverings or masks during the COVID-19 public health emergency and recovery
Wes Jordan

COU2021-76 Consider ordinance authorizing the issuance of special obligation tax increment revenue refunding bonds (Meadowbrook TIF project), series 2021
Nickie Lee

COU2021-75 Consider amended and restated development agreement (Meadowbrook project)
Nickie Lee

XIV. COUNCIL COMMITTEE OF THE WHOLE (Council President presiding)

COU2021-77 Consider installation of stop signs at the intersection of 74th Street and Village Drive
Keith Bredehoeft

XV. ANNOUNCEMENTS

XVI. ADJOURNMENT

If any individual requires special accommodations - for example, qualified interpreter, large print, reader, etc., please notify the City Clerk at 913-385-4616, no later than 48 hours prior to the beginning of the meeting. If you are unable to attend this meeting, comments may be received by e-mail at cityclerk@pvkansas.com.



**CITY COUNCIL
CITY OF PRAIRIE VILLAGE
OCTOBER 4, 2021**

The City Council of Prairie Village, Kansas, met in regular session on Monday, October 4, 2021, at 6:00 p.m. Mayor Mikkelson presided.

ROLL CALL

Roll was called by the City Clerk with the following Councilmembers in attendance: Chad Herring, Jori Nelson (via Zoom), Inga Selders, Ron Nelson, Tucker Poling, Bonnie Limbird (via Zoom), Sheila Myers, Piper Reimer (via Zoom), Dan Runion (via Zoom), Courtney McFadden, Ian Graves (via Zoom) and Terrence Gallagher. Staff present: Captain Brady Sullivan, Prairie Village Police Department; Keith Bredehoeft, Public Works Director; City Attorney David Waters, attorney with Lathrop & Gage; Wes Jordan, City Administrator; Tim Schwartzkopf, Assistant City Administrator; Nickie Lee, Finance Director; Adam Geffert, City Clerk.

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Mr. Herring made a motion to approve the agenda for October 4, 2021. Ms. Limbird seconded the motion, which passed unanimously.

PRESENTATIONS

Representative Rui Xu provided a legislative update to the Council.

PUBLIC PARTICIPATION

None

CONSENT AGENDA

Mayor Mikkelson asked if there were any items to remove from the consent agenda for discussion:

1. Approval of regular City Council meeting minutes - September 20, 2021
2. Consider the renewal of information technology services between Johnson County DTI and the City of Prairie Village

Mrs. Myers made a motion to approve the consent agenda as presented. A roll call vote was taken with the following votes cast: "aye": Herring, J. Nelson, Selders, R. Nelson,



Poling, Limbird, Myers, Reimer, Runion, McFadden, Graves, Gallagher. The motion passed unanimously.

COMMITTEE REPORTS

- Ms. Reimer stated that five new Teen Council members had been chosen for the 2021-22 school year, and would be in attendance at the October 18 meeting:
 - Ayla Ozkan, Shawnee Mission East
 - Michael Newbold, Shawnee Mission East
 - Kate Winfield, Shawnee Mission East
 - Amalia Millard, Notre Dame de Sion
 - Emma Jones, Whitefield Academy

Ms. Reimer also noted that the United Community Services' Drug and Alcohol Council held grant applicant interviews on September 21. Municipalities will be notified in early November of which recipients are selected.

- Ms. Limbird said that the Arts Council's annual State of the Arts juried competition was live on www.artspv.org. 355 submissions were received, and eight award-winning pieces were on display at City Hall.
- Ms. Selders stated that the Racial Equity in Communities pilot program held its first workshop with representatives from United Community Services and several area cities. The next workshop was scheduled for October 20.
- Mr. Nelson said that the Johnson County Parks and Recreation District put together an art selection committee for Meadowbrook Park. Over 140 submissions from around the country were received, and three finalists had been selected. The committee will seek public comment before making a final decision.
- Mr. Graves noted that the Environmental Committee met on September 22, but did not have a quorum.

MAYOR'S REPORT

- The Mayor provided an update on the COVID-19 pandemic, stating that the vaccination rate of Johnson County residents 12 and over had increased to 62.7% per the county health department. CDC data, which included Johnson County residents who received vaccinations outside of the county, rose to 75.6%. The CDC still considered Johnson County a "high transmission area", though the percent positive rate, hospitalization rate and death rate had all declined. Booster shots of the Pfizer vaccine had also been made available for individuals in certain categories.



PRAIRIE VILLAGE KANSAS

- A ribbon-cutting event was held at Club Pilates in the Corinth Quarter shopping center on September 21. Additionally, Kitch, a meal prep business, opened in September, and CYL, which offers infrared saunas, will open in November.
- The Mayor's Holiday Tree-Lighting committee met the prior week.
- The Mayor attended two Prairie Village Police Department events: a food truck lunch provided by the City of Mission Hills, and a retirees lunch, at which all four current and previous police chiefs were in attendance.
- The Mayor attended a Shawnee Mission East virtual fundraiser on September 28.
- An altitude marker has been placed at the top of "Mount Meadowbrook" at Meadowbrook Park.
- An historical marker recognizing the former Woolford Farms barn located on the land now occupied by Corinth Quarter was recently installed. A Kentucky Derby winning horse named Lawrin was raised on the farm, and is buried in Prairie Village.
- The Planning Commission will consider renovation plans for the former Macy's building in the Village Shopping Center on October 5.
- The MARC First Suburbs Coalition will meet on October 11.
- The Johnson County Charter Commission will meet on October 11 to hear public comment.
- The Prairie Village Foundation will meet on October 13.
- The Mayor noted two proclamations included in the packet: one acknowledging "Home Rule Day" on October 11 and the other recognizing October as "National Arts and Humanities Month". The Mayor added that it was Dyslexia Awareness Week, and that National Hispanic Heritage Month ran from September 15 to October 15.

STAFF REPORTS

- Jeff White, with the City's financial advisor Columbia Capital, said that at its September 7, 2021 meeting, the City Council approved a resolution authorizing the offering for sale of special obligation tax increment revenue refunding bonds for the Meadowbrook TIF project. He noted that a first draft of the bond documents and official statement would be available later in the week, and all documents would be ready for final approval by the October 18 Council meeting. Bonds would likely be on the market at the end of the month.

Mrs. Myers asked if bond rates had increased, and if they would continue to do so. Mr. White said rates had risen in recent weeks, but he could not predict what they would be when the bonds go to market.

Mr. Runion asked if there was a "break-even" rate at which the decision to refund the bonds would no longer be valuable for the City. Mr. White stated that the transaction would deliver two benefits: financial savings due to lower interest rates, and a reduction in the City's credit exposure. He added that rates would have to rise dramatically in a very short time for these benefits to not be realized.



PRAIRIE VILLAGE KANSAS

- Captain Sullivan said that the Police Department had two upcoming events: National Coffee with a Cop Day on October 6 at Starbucks in the Village shops, and a “Faith and Blue” volleyball challenge on October 9 at the Church of the Nazarene.

OLD BUSINESS

Mrs. Myers stated that Councilmembers had received a letter signed by multiple local business owners sharing their concern over how the City’s mask mandate had affected them negatively. **She made a motion to end the mask mandate, effective upon publication. There was no second to the motion.**

NEW BUSINESS

There was no new business to come before the Council.

Mr. Herring moved that the City Council end the Council Committee of the Whole portion of the meeting. The motion was seconded by Mrs. Myers and passed unanimously.

COUNCIL COMMITTEE OF THE WHOLE

COU2021-70 Consider an ordinance banning conversion therapy of minors

Mr. Waters stated that at its September 20, 2021 meeting, Council directed him to draft an ordinance banning conversion therapy of minors in Prairie Village, and to model it based on an existing ordinance in the City of Roeland Park. Three options were presented for a penalty provision:

1. Incorporate by reference the general penalty section of the Prairie Village City Code at Section 1-116 (a fine of not more than \$1,000.00, or imprisonment in jail for not more than 170 days, or both). This is the equivalent of a Class B misdemeanor (though it would not have that classification).
2. Incorporate by reference the general penalty section of the Prairie Village City Code at Section 1-116 (a fine of not more than \$1,000.00), but similar to Roeland Park’s ordinance, eliminate the possibility of jail time.
3. Establish a \$500.00 criminal fine (no provision for jail time). This is penalty established by the City of Lawrence, Kansas, under its conversion therapy ban ordinance.

Mr. Waters added that two Federal Courts of Appeals had upheld conversion therapy ban ordinances, while a third determined that they violate the First Amendment. He noted that none of the three courts had jurisdiction over Kansas.



Mr. Gallagher asked if the existing Non-Discrimination Ordinance (NDO) would also cover conversion therapy. Mr. Waters said it would not, as the NDO focused on discrimination in employment and refusal to provide services based on sexual orientation or gender identity.

Ms. Selders made a motion to approve the ordinance banning the conversion therapy of minors and incorporating penalty option #2 (a fine of up to \$1,000.00 with no possibility of jail time). Mr. Poling seconded the motion.

After further discussion, the motion passed 11-1, with Mrs. Myers in opposition.

COU2021-71 Consider committing to the “Cities Race to Zero” climate initiative

Mr. Graves stated that since the Environmental Committee did not have a quorum at its most recent meeting, he chose to bring the issue directly to the Council Committee of the Whole due to its time-sensitive nature. Commitment to the initiative is due by the end of October. This commitment provides additional formalization, targeting, and reporting components to meet its existing commitments and the commitments outlined in the Race to Zero campaign.

The Race to Zero is a United Nations-backed campaign targeting a 50% reduction in carbon emissions by 2030. This campaign aligns efforts from various private and public sectors to move forward efforts to meet the necessary climate targets to hold the Earth at 1.5°C warming. The Cities Race to Zero is the city-specific campaign in which municipalities commit to carbon targets that align with the specific aspects of their communities. The climate pledge is a non-binding commitment with the following components:

1. Publicly endorse the following principles:
 - a. We recognize the global climate emergency.
 - b. We are committed to keeping global heating below the 1.5°Celsius goal of the Paris Agreement.
 - c. We are committed to putting inclusive climate action at the center of all urban decision-making, to create thriving and equitable communities for everyone.
 - d. We invite our partners - political leaders, CEOs, trade unions, investors, and civil society - to join us in recognizing the global climate emergency and help us deliver on science-based action to overcome it.
2. Pledge to reach net-zero in the 2040s or sooner, or by mid-century at the latest, in line with global efforts to limit warming to 1.5°Celsius.
3. Explain what steps will be taken toward achieving net zero, especially in the short-to medium-term. Set an interim target to achieve in the next decade, which reflects a fair share of the 50% global reduction in CO2 by 2030 identified in the IPCC Special Report on Global Warming of 1.5°Celsius.



4. Immediately proceed to planning at least one inclusive and equitable climate action, as listed below, that will help to place your city on a resilient pathway consistent with the 1.5°Celsius objective of the Paris Agreement and begin implementation no later than 2022.
5. Report progress annually, beginning no later than 2022 to your usual or the recommended reporting platform. Your 1.5°Celsius target and action commitment(s) should be shared through your regular channels of reporting. If you have not reported before, you will be contacted by partners for support.

The pledge also requires the selection of at least one initiative by each city. Mr. Graves proposed the following:

- **Develop zero-carbon buildings**
Develop a roadmap to achieve net-zero carbon municipal buildings by 2030 and policy approval by 2025 to deliver a commitment to own, occupy and develop net-zero carbon municipal assets by 2030.
- **Move Towards Resilient & Sustainable Energy Systems**
Develop financial support programs to incentivize deployment of building-scale renewables and mandate the use of renewables through building codes, while engaging residents and other stakeholders in the process.

Mrs. Myers asked if the City would be financially obligated to meet all the requirements by 2030. Mr. Graves said it would not.

Mr. Graves made a motion to recommend Council approve commitment to the Cities Race to Zero climate initiative. Mr. Herring seconded the motion.

Mr. Runion moved to amend the motion to include language in the initiative with a consideration of cost and cost-effectiveness. The motion to amend was seconded by Mrs. Myers.

After further discussion, the motion to amend passed 8-4, with Mr. Herring, Ms. Selders, Mr. Nelson, and Mr. Poling in opposition.

The original motion as amended passed unanimously.

Mrs. Myers moved that the City Council end the Council Committee of the Whole portion of the meeting. The motion was seconded by Mr. Nelson and passed unanimously.

ANNOUNCEMENTS

Announcements were included in the Council meeting packet.



PRAIRIE VILLAGE
KANSAS

EXECUTIVE SESSION

At 7:48, Mrs. McFadden made a motion for the City Council to recess into executive session for a period of 20 minutes for the purpose of discussing, with legal counsel representing the City, a legal claim, pursuant to the exception for consultation with an attorney which would be deemed privileged in the attorney-client relationship, K.S.A. 75-4319(b)(2). The Governing Body, City Administrator, Chief of Police, Deputy City Administrator, Assistant City Administrator, outside legal counsel, and City Attorney would be present, either in-person or via video conference. The motion was seconded by Mr. Gallagher and passed unanimously.

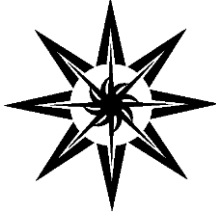
The open meeting resumed at 8:08 p.m.

ADJOURNMENT

Mr. Nelson made a motion to adjourn the meeting. Mrs. McFadden seconded the motion, which passed unanimously.

Mayor Mikkelsen declared the meeting adjourned at 8:09 p.m.

Adam Geffert
City Clerk



PUBLIC WORKS DEPARTMENT

Council Consent Agenda Date: October 18, 2021

CONSIDER BID AWARD FOR 2021 TREE TRIMMING PROGRAM

RECOMMENDATION

Staff recommends the City Council approve the award of a bid to Smith Brothers Lawn & Landscape LLC for \$122,100 for trimming trees in City right-of-way.

BACKGROUND

This bid is the annual tree trimming of trees in the City right-of-way. There were four areas bid but funding will only cover the trimming of three areas. A map is attached delineating the three areas for trimming this year. All the trees will be trimmed to remove any dead wood larger than 2-inches over the right-of-way, remove limbs interfering with sight line to traffic signals and street signs, and with a cone under the street lights.

Smith Brothers Lawn & Landscape has completed this work for the City in a previous year with good results.

Four bids were received and opened on October 1, 2021, by the City Clerk. The bid tab is:

Bidder	Total
Smith Brothers	\$ 122,100
Arbor Masters	\$ 129,626
KC Tree	\$ 139,387
KC Arborist	\$ 327,180

FUNDING SOURCE

Funds are available in the 2021 Public Works Operating Budget.

ATTACHMENTS

Construction Agreement for Tree Trimming
Tree Trimming Area Map

PREPARED BY

Keith Bredehoeft, Director of Public Works

October 13, 2021

CONSTRUCTION AGREEMENT



2021 Tree Trimming

BETWEEN

CITY OF PRAIRIE VILLAGE, KS

AND

SMITH BROTHERS TREE SERVICE LLC

CONSTRUCTION CONTRACT
FOR
2021 Tree Trimming

BETWEEN
THE CITY OF PRAIRIE VILLAGE, KANSAS
AND
SMITH BROTHERS TREE SERVICE LLC

THIS AGREEMENT, is made and entered into this ____ day of _____, 20____, by and between the City of Prairie Village, Kansas, hereinafter termed the "**City**", and SMITH BROTHERS TREE SERVICE LLC, hereinafter termed in this agreement, "**Contractor**", for the construction and completion of Project 2021 Tree Trimming, (the "**Project**") designated, described and required by the Project Manual and Bid Proposal, to wit:

WITNESSETH:

WHEREAS, the City has caused to be prepared, approved and adopted a Project Manual describing construction materials, labor, equipment and transportation necessary for, and in connection with, the construction of a public improvement, and has caused to be published an advertisement inviting sealed bid, in the manner and for the time required by law;

WHEREAS, the Contractor, in response to the advertisement, has submitted to the City in the manner and at the time specified, a sealed Bid Proposal in accordance with the Bid Documents;

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and canvassed the Bid Proposals submitted, and as a result of such canvass has determined and declared the Contractor to be the lowest and best responsible bidder for the construction of said public improvements, and has duly awarded to the said Contractor a contract therefore upon the terms and conditions set forth in this Agreement for the sum or sums set forth herein;

WHEREAS, the Contractor has agreed to furnish at its own cost and expense all labor, tools, equipment, materials and transportation required to construct and complete in good, first class and workmanlike manner, the Work in accordance with the Contract Documents; and

WHEREAS, this Agreement, and other Contract Documents on file with the City Clerk of Prairie Village, Kansas, all of which Contract Documents form the Contract, and are as fully a part thereof as if repeated verbatim herein; all work to be to the entire satisfaction of the City or City's agents, and in accordance with the laws of the City, the State of Kansas and the United States of America;

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, the parties hereto have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, himself, herself or themselves, its, his/her, hers or their successors and assigns, or its, his/her, hers or their executors and administrators, as follows:

1. **DEFINITIONS:** Capitalized terms not defined herein shall have the meanings set forth in the General Conditions.

1.1 Following words are given these definitions:

ADVERSE WEATHER shall have the meaning set forth in Section 9.3 hereof.

APPLICATION FOR PAYMENT shall mean a written request for compensation for Work performed on forms approved by the City.

BID shall mean a complete and properly signed proposal to do the Work or designated portion thereof, for the price stipulated therein, submitted in accordance with the Bid Documents.

BID DOCUMENTS shall mean all documents related to submitting a Bid, including, but not limited to, the Advertisement for Bids, Instruction to Bidders, Bid Form, Bid Bond, and the proposed Project Manual, including any Addenda issued prior to receipt of Bids.

BID PROPOSAL shall mean the offer or proposal of the Bidder submitted on the prescribed form set forth the prices for the Work to be performed.

BIDDER shall mean any individual: partnership, corporation, association or other entity submitting a bid for the Work.

BONDS shall mean the bid, maintenance, performance, and statutory or labor and materials payment bonds, together with such other instruments of security as may be required by the Contract Documents.

CERTIFICATE FOR PAYMENT shall mean written certification from the Project Manager stating that to the best of the project manager's knowledge, information and belief, and on the basis of the Project Manager's on-site visits and inspections, the Work described in an Application for Payment has been completed in accordance with the terms and conditions of the Contract Documents and that the amount requested in the Application for Payment is due and payable.

CHANGE ORDER is a written order issued after the Agreement is executed by which the City and the Contractor agree to construct additional items of Work, to adjust the quantities of Work, to modify the Contract Time, or, in lump sum contracts, to change the character and scope of Work shown on the Project Manual.

CITY shall mean the City of Prairie Village, Kansas, acting through a duly appointed representative.

CONTRACT or **CONTRACT DOCUMENTS** shall consist of (but not necessarily be limited to) the Plans, the Specifications, all addenda issued prior to and all modifications issued after execution of this Agreement, (modifications consisting of written amendments to the Agreement signed by both parties, Change Orders, written orders for minor changes in the Work issued by the Project Manager) this Construction Contract between the City and Contractor (sometimes referred to herein as the "**Agreement**"), the accepted Bid Proposal, Contractor's Performance Bond, Contractor's Maintenance Bond, Statutory Bond, the Project Manual, the General Conditions, the Special Conditions and any other documents that have bearing the Work prescribed in the Project. It is understood that the Work shall be carried out and the Project shall be constructed fully in accordance with the Contract Documents.

CONTRACT PRICE shall be the amount identified in the Construction Agreement between the City and the Contractor as the total amount due the Contractor for Total Completion of the Work as per the Contract Documents.

CONTRACT TIME shall be the number of calendar days stated in the Contract Documents for the completion of the Work or shall be a specific date as designated in the Construction Agreement.

CONTRACTOR shall mean the entity entering into the Contract for the performance of the Work covered by this Contract, together with his/her duly authorized agents or legal representatives.

DEFECTIVE WORK shall mean Work, which is unsatisfactorily, faulty or deficient, or not in conformity with the Project Manual.

FIELD ORDER shall mean a written order issued by the Project Manager that orders minor changes in the Work, but which does not involve a change in the Contract Price or Contract Time.

FINAL ACCEPTANCE shall mean the date when the City accepts in writing that the construction of the Work is complete in accordance with the Contract Documents such that the entire Work can be utilized for the purposes for which it is intended and Contractor is entitled to final payment.

GENERAL CONDITIONS shall mean the provisions in the document titled "General Conditions - General Construction Provisions" attached hereto and incorporation herein by reference.

INSPECTOR shall mean the engineering, technical inspector or inspectors duly authorized by the City to monitor the work and compliance tests under the direct supervision of the Project Manager.

NOTICE TO PROCEED shall mean the written notice by the City to the Contractor fixing the date on which the Contract Time is to commence and on which the Contractor shall start to perform its obligations under the Contract Documents. Without the prior express written consent of the City, the Contractor shall do no work until the date set forth in the Notice to Proceed.

PAY ESTIMATE NO. ____ or **FINAL PAY ESTIMATE** shall mean the form to be used by the Contractor in requesting progress and final payments, including supporting documentation required by the Contract Documents.

PLANS shall mean and include all Shop Drawings which may have been prepared by or for the City as included in the Project Manual or submitted by the Contractor to the City during the progress of the Work, all of which show the character and scope of the work to be performed.

PROJECT shall mean the Project identified in the first paragraph hereof.

PROJECT MANAGER shall mean the person appointed by the Public Works Director for this Contract.

PROJECT MANUAL shall contain the General Conditions, Special Conditions, Specifications, Shop Drawings and Plans for accomplishing the work.

PROJECT SEGMENTS shall have the meaning set forth in Section 7.1 hereof.

PUBLIC WORKS DIRECTOR shall mean the duly appointed Director of Public Works for the City of Prairie Village or designee.

SHOP DRAWINGS shall mean all drawings, diagrams, illustrations, schedules and other data which are specifically prepared by the Contractor, a Subcontractor, manufacturer, fabricator, supplier or distributor to illustrate some portion of the Work, and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distribution and submitted by the Contractor to illustrate material or equipment for some portion of the Work.

SPECIFICATIONS shall mean those portions of the Project Manual consisting of written technical descriptions of materials, equipment, construction methods, standards and workmanship as applied to the Work and certain administrative details applicable thereto. They may include, but not necessarily be limited to: design specifications, e.g. measurements, tolerances, materials, inspection requirements and other information relative to the work; performance specifications, e.g., performance characteristics required, if any; purchase description specifications, e.g. products or equipment required by manufacturer, trade name and/or type; provided, however, equivalent alternatives (including aesthetics, warranty and manufacturer reputation) may be substituted upon written request and written approval thereof by the City.

SPECIAL CONDITIONS shall mean the provisions in the document titled "Special Conditions" attached hereto and incorporation herein by reference.

SUBCONTRACTOR shall mean an individual, firm or corporation having a direct contract with the Contractor or with another subcontractor for the performance of a part of the Work.

SUBSTANTIAL COMPLETION shall be defined as being less than 100 percent of the Work required that will be completed by a specified date as agreed to in writing by both parties.

TOTAL COMPLETION shall mean all elements of a Project Segment or the Total Project Work is complete including all subsidiary items and "punch-list" items.

TOTAL PROJECT WORK shall have the meaning set forth in Section 7.1 hereof.

UNIT PRICE WORK shall mean Work quantities to be paid for based on unit prices. Each unit price shall be deemed to include the Contractor's overhead and profit for each separately identified item. It is understood and agreed that estimated quantities of times for unit price work are not guaranteed and are solely for the purpose of comparison of bids and determining an initial Contract Price. Determinations of actual quantities and classifications of unit price work shall be made by the City.

UNUSUALLY SEVERE WEATHER shall have the meaning set forth in Section 9.4 hereof.

WORK shall mean the work to be done to complete the construction required of the Contractor by the Contract Documents, and includes all construction, labor, materials, tools, equipment and transportation necessary to produce such construction in accordance with the Contract Documents.

WORK SCHEDULE shall have the meaning set forth in Section 7.2 hereof.

- 1.2 Whenever any word or expression defined herein, or pronoun used instead, occurs in these Contract Documents; it shall have and is mutually understood to have the meaning commonly given. Work described in words, which so applied have a well-known technical or trade meaning shall be held to refer to such, recognized standards.
- 1.3 Whenever in these Contract Documents the words “as ordered,” “as directed,” “as required,” “as permitted,” “as allowed”, or words or phrases of like import are used, it is understood that the order, direction, requirement, permission or allowance of the Project Manager is intended.
- 1.4 Whenever any statement is made in the Contract Documents containing the expression “it is understood and agreed”, or an expression of like import, such expression means the mutual understanding and agreement of the parties hereto.
- 1.5 The words “approved”, “reasonable”, “suitable”, “acceptable”, “properly”, “satisfactorily”, or words of like effect in import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper or satisfactory in the judgment of the Project Manager.
- 1.6 When a word, term or phrase is used in the Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and, third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.
- 1.7 All terms used herein shall have the meanings ascribed to them herein unless otherwise specified.

2. ENTIRE AGREEMENT:

The Contract Documents, together with the Contractor's Performance, Maintenance and Statutory bonds for the Work, constitute the entire and exclusive agreement between the City and the Contractor with reference to the Work. Specifically, but without limitation, this Contract supersedes all prior written or oral communications, representations and negotiations, if any, between the City and the Contractor. The Contract may not be amended or modified except by a modification as hereinabove defined. These Contract Documents do not, nor shall they be construed to, create any contractual relationship of any kind between the City and any Subcontractor or remote tier Subcontractor.

3. INTENT AND INTERPRETATION

- 3.1 The intent of the Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, including construction, labor, materials, tools, equipment and transportation, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result, shall be provided by the Contractor for the Contract Price.
- 3.2 All time limits stated in the Contract Documents are of the essence of the Contract.
- 3.3 The Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

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- 3.4 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.
- 3.5 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents and shall give written notice to the Project Manager of any inconsistency, ambiguity, error or omission, which the Contractor may discover, or should have discovered, with respect to these documents before proceeding with the affected Work. The review, issuance, or the express or implied approval by the City or the Project Manager of the Contract Documents shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such review be evidence of the Contractor's compliance with this Contract.
- 3.6 The City has prepared or caused to have prepared the Project Manual. **HOWEVER, THE CITY MAKES NO REPRESENTATION OR WARRANTY AS TO ACCURACY OR FITNESS FOR PARTICULAR PURPOSE INTENDED OR ANY OTHER WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS.** By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representation or warranties by the City concerning such documents as no such representation or warranties have been made or are hereby made.
- 3.7 As between numbers and scaled measurements in the Project Manual, the numbers shall govern; as between larger scale and smaller scale drawings, (e.g. 10:1 is larger than 100:1) the larger scale shall govern.
- 3.8 The organization of the Project Manual into divisions, sections, paragraphs, articles (or other categories), shall not control the Contractor in dividing the Work or in establishing the extent or scope of the Work to be performed by Subcontractors.
- 3.9 The Contract Documents supersedes all previous agreements and understandings between the parties, and renders all previous agreements and understandings void relative to these Contract Documents.
- 3.10 Should anything be omitted from the Project Manual, which is necessary to a clear understanding of the Work, or should it appear various instructions are in conflict, the Contractor shall secure written instructions from the Project Manager before proceeding with the construction affected by such omissions or discrepancies.
- 3.11 It is understood and agreed that the Work shall be performed and completed according to the true spirit, meaning, and intent of the Contract Documents.
- 3.12 The Contractor's responsibility for construction covered by conflicting requirements, not provided for by addendum prior to the time of opening Bids for the Work represented thereby, shall not extend beyond the construction in conformity with the less expensive of the said conflicting requirements. Any increase in cost of Work required to be done in excess of the less expensive work of the conflicting requirements will be paid for as extra work as provided for herein.

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- 3.13 The apparent silence of the Project Manual as to any detail, or the apparent omission from them of a detailed description concerning any point, shall be regarded as meaning that only the best general practice is to be used. All interpretations of the Project Manual shall be made on the basis above stated.
- 3.14 The conditions set forth herein are general in scope and are intended to contain requirements and conditions generally required in the Work, but may contain conditions or requirements which will not be required in the performance of the Work under contract and which therefore are not applicable thereto. Where any stipulation or requirement set forth herein applies to any such non-existing condition, and is not applicable to the Work under contract, such stipulation or requirement will have no meaning relative to the performance of said Work.
- 3.15 KSA 16-113 requires that non-resident contractors appoint an agent for the service of process in Kansas. The executed appointment must then be filed with the Secretary of State, Topeka, Kansas. Failure to comply with this requirement shall disqualify the Contractor for the awarding of this Contract.

4. CONTRACT COST

The City shall pay the Contractor for the performance of the Work embraced in this Contract, and the Contractor will accept in full compensation therefore the sum (subject to adjustment as provided by the Contract) of One Hundred Twenty Two Thousand and One Hundred DOLLARS (\$122,100.00) for all Work covered by and included in the Contract; payment thereof to be made in cash or its equivalent and in a manner provided in the Contract Documents.

5. WORK SUPERINTENDENT

- 5.1 The Contractor shall provide and maintain, continually on the site of Work during its progress, an adequate and competent superintendent of all operations for and in connection with the Work being performed under this Contract, either personally or by a duly authorized superintendent or other representative. This representative shall be designated in writing at the preconstruction meeting.
- 5.2 The superintendent, or other representative of the Contractor on the Work, who has charge thereof, shall be fully authorized to act for the Contractor, and to receive whatever orders as may be given for the proper prosecution of the Work, or notices in connection therewith. Use of Subcontractors on portions of the Work shall not relieve the Contractor of the obligation to have a competent superintendent on the Work at all times.
- 5.3 The City shall have the right to approve the person who will be the Superintendent based on skill, knowledge, experience and work performance. The City shall also have the right to request replacement of any superintendent.
- 5.4 The duly authorized representative shall be official liaison between the City and the Contractor regarding the signing of pay estimates, change orders, workday reports and other forms necessary for communication and Work status inquiries. Upon Work commencement, the City shall be notified, in writing, within five (5) working days of any changes in the Contractor's representative. In the absence of the Contractor or representative, suitable communication equipment, which will assure receipt of messages within one (1) hour during the course of the workday, will also be required.

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- 5.5 The Contractor will be required to contact the Project Manager daily to advise whether and/or where the Contractor and/or the Subcontractor's crews will be working that day, in order that the Project Manager's representative is able to monitor properly the Work.

6. PROJECT MANAGER

- 6.1 It is mutually agreed by and between the parties to this Agreement that the Project Manager shall act as the representative of the City and shall observe and inspect, as required, the Work included herein.
- 6.2 In order to prevent delays and disputes and to discourage litigation, it is further agreed by and between the parties to this Agreement that the Project Manager shall, in good faith and to the best of its ability, determine the amount and quantities of the several kinds of work which are to be paid for under this Contract; that the Project Manager shall determine, where applicable, questions in relation to said Work and the construction thereof; that Project Manager shall, where applicable decide questions which may arise relative to the execution of this Contract on the part of said Contractor; that the Project Manager's decisions and findings shall be the conditions precedent to the rights of the parties hereto, to any action on the Contract, and to any rights of the Contractor to receive any money under this Contract provided, however, that should the Project Manager render any decision or give any direction which, in the opinion of either party hereto, is not in accordance with the meaning and intent of this Contract, either party may file with the Project Manager and with the other party, within thirty (30) days a written objection to the decision or direction so rendered and, by such action, may reserve the right to submit the question to determination in the future.
- 6.3 The Project Manager, unless otherwise directed or agreed to by the City in writing, will perform those duties and discharge those responsibilities allocated to the Project Manager as set forth in this Contract. The Project Manager shall be the City's representative from the effective date of this Contract until final payment has been made. The Project Manager shall be authorized to act on behalf of the City only to the extent provided in this Contract. The City and Project Manager may, from time to time, designate Inspectors to perform such functions.
- 6.4 The City and the Contractor shall communicate with each other in the first instance through the Project Manager.
- 6.5 The Project Manager shall be the initial interpreter of the requirements of the Project Manual and the judge of the performance by the Contractor. The Project Manager shall render written graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.
- 6.6 The Project Manager will review the Contractor's Applications for Payment and will certify to the City for payment to the Contractor those amounts then due the Contractor as provided in this Contract. The Project Manager's recommendation of any payment requested in an Application for Payment will constitute a representation by Project Manager to City, based on Project Manager's on-site observations of the Work in progress as an experienced and qualified design professional and on Project Manager's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of the Project Manager's knowledge, information and belief, the quality of the Work is in accordance with the Project Manual (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of

any subsequent tests called for in the Project Manual, to a final determination of quantities and classifications for Unit Price Work if such is called for herein, and to any other qualifications stated in the recommendation); and that Contractor is entitled to payment of the amount recommended. However, by recommending any such payment Project Manager will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to Project Manager in the Project Manual or that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by the City or the City to withhold payment to Contractor.

- 6.7 The Project Manager may refuse to recommend the whole or any part of any payment if, in Project Manager's opinion, it would be incorrect to make such representations to City. Project Manager may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in the Project Manager's opinion to protect the City from loss because:
- The Work is defective, or completed Work has been damaged requiring correction or replacement,
 - The Contract Price has been reduced by Written Amendment or Change Order,
 - The City has been required to correct Defective Work or complete Work in accordance with the Project Manual.
- 6.8 The City may refuse to make payment of the full amount recommended by the Project Manager because claims have been made against City on account of Contractor's performance or furnishing of the Work or liens have been filed in connection with the Work or there are other items entitling City to a set-off against the amount recommended, but City must give Contractor written notice (with a copy to Project Manager) stating the reasons for such action.
- 6.9 The Project Manager will have the authority to reject Work which is defective or does not conform to the requirements of this Contract. If the Project Manager deems it necessary or advisable, the Project Manager shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements.
- 6.10 The Project Manager will review, or take other appropriate action as necessary, concerning the Contractor's submittals, including Shop Drawings, Product Data and Samples. Such review, or other action, shall be for the sole purpose of determining general conformance with the design concept and information given through the Project Manual.
- 6.11 The Project Manager shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and consistent with the intent of the Contract. Such changes shall be effected by verbal direction and then recorded on a Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.
- 6.12 The Project Manager, upon written request from the Contractor shall conduct observations to determine the dates of Substantial Completion, Total Completion and the date of Final Acceptance. The Project Manager will receive and forward to the City for the City's review and records, written warranties and related documents from the Contractor required by this

Contract and will issue a final Certificate for Payment to the City upon compliance with the requirements of this Contract.

- 6.13 The Project Manager's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.
- 6.14 The Project Manager will **NOT** be responsible for Contractor's means, methods, techniques, sequences, or procedures or construction, or the safety precautions and programs incident thereto and will not be responsible for Contractor's failure to perform the Work in accordance with the Project Manual. The Project Manager will not be responsible for the acts or omissions of the Contractor or any Subcontractor or any of its or their agents or employees, or any other person at the site or otherwise performing any of the Work except as may otherwise be provided.
- 6.15 Any plan or method of work suggested by the Project Manager, or other representatives of the City, to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor, and the Project Manager and the City will assume no responsibility therefore.
- 6.16 It is agreed by the Contractor that the City shall be and is hereby authorized to appoint or employ, either directly or through the Project Manager, such City representatives or observers as the City may deem proper, to observe the materials furnished and the work performed under the Project Manual, and to see that the said materials are furnished, and the said work performed, in accordance with the Project Manual therefore. The Contractor shall furnish all reasonable aid and assistance required by the Project Manager, or by the resident representatives for proper observation and examination of the Work and all parts thereof.
- 6.17 The Contractor shall comply with any interpretation of the Project Manual by the Project Manager, or any resident representative or observer so appointed, when the same are consistent with the obligations of the Project Manual. However, should the Contractor object to any interpretation given by any subordinate Project Manager, resident representative or observer, the Contractor may appeal in writing to the City Director of Public Works for a decision.
- 6.18 Resident representatives, observers, and other properly authorized representatives of the City or Project Manager shall be free at all times to perform their duties, and intimidation or attempted intimidation of any one of them by the Contractor or by any of its employees, shall be sufficient reason, if the City so decides, to annul the Contract.
- 6.19 Such observation shall not relieve the Contractor from any obligation to perform said Work strictly in accordance with the Project Manual.

7. WORK SCHEDULE:

- 7.1 The Work is comprised of one large project (sometimes referred to as "**Total Project Work**") and, in some cases, is partitioned into smaller subprojects referred to in this Agreement as "**Project Segments**." A Contract Time shall be stated in the Contract Documents for both the Total Project Work and, when applicable, the Project Segments.
- 7.2 At the time of execution of this Contract, the Contractor shall furnish the Project Manager with a schedule ("**Work Schedule**") setting forth in detail (in the critical path method) the sequences proposed to be followed, and giving the dates on which it is expected that

Project Segments will be started and completed within the Contract Time. The Work Schedule is subject to approval by the City.

- 7.3 Monthly Work Schedule reports shall accompany the Contractor's pay request for Work completed. Where the Contractor is shown to be behind schedule, it shall provide an accompanying written summary, cause, and explanation of planned remedial action. Payments or portions of payments may be withheld by the City upon failure to maintain scheduled progress of the Work as shown on the approved Work Schedule.
- 7.4 At a minimum the Contractor shall update and submit the Work Schedule for review weekly, unless otherwise agreed upon by the City.
- 7.5 The Contractor, within ten (10) calendar days after being instructed to do so in a written notice from the City, shall commence the Work to be done under this Contract.
- 7.6 If at any time, in the opinion of the Project Manager or City, proper progress is not being maintained; changes shall be proposed in the Work Schedule and resubmitted for consideration and approval.
- 7.7 If the Contractor has not completed Project Segments and is within a non-performance penalty period, it shall not be allowed to undertake a new Project Segment until the Project Segment in dispute is completed, unless expressly permitted by the City.
- 7.8 The operation of any tool, equipment, vehicle, instrument, or other noise-producing device is prohibited to start before or continue after the hours of 7 AM and 10 PM, Monday through Friday (except Fridays which shall be until Midnight) and 8 AM and midnight on Weekends (except Sunday which shall be 10 PM). Violation of this requirement is Prima Facie Violation of City Municipal Code 11-202.
- 7.9 No work shall be undertaken on Saturdays, Sundays and Holidays (Christmas, New Years, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day and Thanksgiving) without the express written approval of the City Project Manager. If it is necessary to perform proper care, maintenance, or protection of work already completed or of equipment used, or in the case of an emergency verbal permission may be obtained through the Project Manager.
- 7.10 Night work may be established by the Contractor, as a regular procedure, with the written permission of the City; such permission, however, may be revoked at any time by the City if the Contractor fails to maintain adequate equipment for the proper prosecution and control of all operations performed as part of the Work.
- 7.11 The Contractor shall provide 24 hours notice prior to commencing any work to the City Project Manager. The Contractor shall communicate immediately any changes in the Work Schedule to the Project Manager for approval by the City.

8. DELAYS AND EXTENSIONS OF TIME

- 8.1 In executing the Contract, the Contractor expressly covenants and agrees that, in undertaking the completion of the Work within the Contract Time, it has taken into consideration and made allowances for all of the ordinary delays and hindrances incident to such Work, whether growing out of delays in securing materials, workers, weather conditions or otherwise. No charge shall be made by the Contractor for hindrances or

delays from any cause during the progress of the Work, or any portion thereof, included in this Contract.

- 8.2 Should the Contractor, however, be delayed in the prosecution and completion of the Work by reason of delayed shipment orders, or by any changes, additions, or omissions therein ordered in writing by the City, or by strikes or the abandonment of the Work by the persons engaged thereon through no fault of the Contractor, or by any act taken by the U.S. Government such as the commandeering of labor or materials, embargoes, etc., which would affect the fabrication or delivery of materials and/or equipment to the Work; or by neglect, delay or default of any other contractor of the City, or delays caused by court proceedings; the Contractor shall have no claims for damages or additional compensation or costs for any such cause or delay; but it shall in such cases be entitled to such extension of the time specified for the completion of the Work as the City and the Project Manager shall award in writing on account of such delays, provided, however, that claim for such extension of time is made by the Contractor to the City and the Project Manager in writing within one (1) week from the time when any such alleged cause for delay shall occur.

9. ADVERSE WEATHER:

- 9.1 Extensions of time for Adverse Weather shall be granted only under the conditions as hereinafter provided.
- 9.2 For conditions of weather or conditions at the site, so unusual as not to be reasonably anticipated, as determined by the Project Manager, an average or usual number of inclement days when work cannot proceed are to be anticipated during the construction period and are not to be considered as warranting extension of time.
- 9.3 **"Adverse Weather"** is defined as atmospheric conditions or the impact thereof at a definite time and place, which are unfavorable to construction activities such that they prevent work on critical activities for 50 percent or more of the Contractor's scheduled workday.
- 9.4 **"Unusually Severe Weather"** is defined as weather, which is more severe than the adverse weather anticipated for the season, location, or activity involved.
- 9.5 Time Extensions for Unusually Severe Weather: In order for any request for time extension due to Unusually Severe Weather to be valid, the Contractor must document all of the following conditions:
- The weather experienced at the Work site during the Contract period is more severe than the Adverse Weather anticipated for the Work location during any given month.
 - The Unusually Severe Weather actually caused a delay to the completion of the Work.
 - The delay must be beyond the control and without fault or negligence by the Contractor.
- 9.6 The following schedule of monthly-anticipated Adverse Weather delays will constitute the baseline for monthly weather time evaluations. The Contractor's Work Schedule must reflect these anticipated adverse weather delays in all weather affected activities:

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORK DAYS BASED ON FIVE (5) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
10	8	7	6	7	7	5	5	5	4	5	9

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- 9.7 Upon receipt of the Notice to Proceed, and continuing throughout the Contract, the Contractor shall record on its daily construction report, the occurrence of Adverse Weather and resultant impact to the Work Schedule.
- 9.8 The number of actual Adverse Weather delay days shall include days affected by actual Adverse Weather (even if Adverse Weather occurred in the previous month), and shall be calculated chronologically from the first to the last day of each month, and be recorded as full workdays.
- 9.9 If the number of actual Adverse Weather delay days in a given month exceeds the number of days anticipated above, the difference shall be multiplied by 7/5 to convert any qualifying workday delays to calendar days. The resulting number of qualifying lost days shall be added to the Contract Time.
- 9.10 The determination that Unusually Severe Weather occurred does not automatically mean an extension of time will be granted. The Contractor must substantiate the Unusually Severe Weather delayed work activities on the critical path of the Work Schedule.
- 9.11 Full consideration for equivalent fair weather workdays shall be given. If the number of actual Adverse Weather delays in a given month is less than the number of days anticipated as indicated above, the difference shall be multiplied by 7/5 to convert any workday increases to calendar days. The resulting number of qualifying extra days will be accumulated and subtracted from any future month's days lost due to unusually severe weather.
- 9.12 The net cumulative total of extra days/lost days shall not result in a reduction of Contract Time and the date of Substantial Completion shall not be changed because of unusually favorable weather.
- 9.13 In converting workdays to calendar days, fractions 0.5 and greater shall be rounded up to the next whole number. Fractions less than 0.5 shall be dropped.
- 9.14 The Contractor shall summarize and report all actual Adverse Weather delay days for each month to the Project Manager by the tenth (10th) day of the following month. A narrative indicating the impact of Adverse Weather conditions on the Work Schedule shall be included.
- 9.15 Any claim for extension of time due to Unusually Severe Weather shall be submitted to the Project Manager within 7 days of the last day of the commencement of the event giving rise to the delay occurred. Resolution of any claim shall follow the procedures described above.
- 9.16 The Contractor shall include and indicate the monthly-anticipated Adverse Weather days, listed above, in the Work Schedule. (Reference Section 7.1 for Work Schedule requirements)
- 9.17 The Contractor shall indicate the approved Adverse Weather days (whether less or more than the anticipated days) in its Work Schedule updates.

10. LIQUIDATED DAMAGES

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- 10.1 Contractor agrees that time is of the essence and any term pertaining to Contractor timely performing so as to achieve Total Completion within the Contract Time is a material provision of this Contract. Further, the parties acknowledge that City's damages in the event of delay are difficult to ascertain and consequently agree that, in the event and to the extent that actual date of Total Completion is delayed beyond the Contract Time for the Total Project Work or Project Segments attributable solely or concurrently to (i) an act or omission of Contractor or any of its subcontractors or suppliers, or (ii) in whole or in part, to any other event or condition within the Contractor's reasonable control (and not for reasons solely attributable to City), the Contractor shall be assessed a liquidated damage, and not as a penalty, in the amount set forth in the Special Conditions for each calendar day beyond the applicable Contract Time. Such amount shall be deducted from any amounts due Contractor under this Agreement.
- 10.2 Further, the Contractor agrees that, in the event Contractor does not carry out such Work at such rates of progress as required by the Work Schedule approved by the City, the City may, at its option and without Contractor receiving any additional compensation therefore, require Contractor to increase the number of qualified supervisory personnel and/or workers and the amount of equipment employed in the performance of the Work to such extent as City may deem necessary or desirable. In addition, City, at its option, may supplement Contractor's manpower by entering into contracts with other contractors to perform the Work. All costs that are incurred by City, in this regard, including reasonable attorney's fees, shall be deducted from any sums due Contractor or City may make demand on Contractor for reimbursement of such costs.

11. PAYMENT PROCEDURE

- 11.1 Based upon Applications for Payment submitted to the Project Manager by the Contractor and Certificates for Payment issued by the Project Manager, the City shall make progress payments on account of the contract sum to the Contractor as provided below and elsewhere in the Contract Documents.
- 11.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month or on a mutually agreed date by City and Contractor.
- 11.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the City no later than the time of payment. The Contractor further warrants that upon submittal on the first day of each month of an Application for Payment, all Work for which payments have been received from the City shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.
- 11.4 Each application for payment must be submitted with Contractor's waiver for period of construction covered by application. Each Application for Payment will be submitted with executed waivers from the subcontractors or sub-contractors and suppliers for the previous period of construction covered by the previous application. The final payment application must be submitted together with or preceded by final or complete waivers from every entity involved with performance of the Work covered by the payment request.
- 11.5 The Contractor will submit waivers on forms, and executed in a manner, acceptable to City.
- 11.6 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor because of such Subcontractor's Work the amount to which such Subcontractor

is entitled. In the event the City becomes informed that the Contractor has not paid a Subcontractor as herein provided, the City shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the City, shall be deemed payment to the Contractor but shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the City to repeat the procedure in the future.

- 11.7 The Project Manager will, upon receipt of a written Application for Payment from the Contractor, review the amount of Work performed during the preceding period and the value thereof at the unit prices contracted. From the amounts so ascertained, there shall be deducted ten percent (10%) to be retained until after final completion of the entire Work to the satisfaction of the City. The Project Manager will submit an estimate each month to the City for payment to the Contractor, except that no amount less than \$500.00 will be submitted unless the total amount of the Contract remaining unpaid is less than \$500.00.
- 11.8 Deductions will be made from progress payments if the Contract includes a provision for a lump sum or a percentage deduction. Lump sum deductions will be that portion of the stated lump sum computed as the ratio that the amount earned bears to the Contract Price. Percentage deductions will be computed at the stated percentage of the amount earned.
- 11.9 No progress payment, nor any use or occupancy of the Work by the City, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Contract.
- 11.10 The City may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the City from loss because of:
- Defective Work not remedied by the Contractor;
 - Claims of third parties against the City or the City's property;
 - Failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
 - Evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;
 - Evidence that the Work will not be completed in the time required for substantial or final completion;
 - Persistent failure to carry out the Work in accordance with the Contract;
 - Damage to the City or a third party to whom the City is, or may be, liable;
 - Evidence that the Work is not progressing according to agreed upon schedule by both parties.
- 11.11 In the event that the City makes written demand upon the Contractor for amounts previously paid by the City as contemplated in this subparagraph, the Contractor shall promptly comply with such demand and refund such monies to the City.

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- 11.12 Neither the observation by the City or any of the City's officials, employees, or agents, nor any order by the City for payment of money, nor any payment for, or acceptance of, the whole or any part of the Work by the City or Project Manager, nor any extension of time, nor any possession taken by the City or its employees, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the City, or any right to damages herein provided, nor shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach.

12. COMPLETION AND FINAL PAYMENT

- 12.1 Upon Total Completion, when the Contractor is ready for a final inspection of the Total Project Work, it shall notify the City and the Project Manager thereof in writing. Thereupon, the Project Manager will make final inspection of the Work and, if the Work is complete in accordance with this Contract, the Project Manager will promptly issue a final Certificate for Payment certifying to the City that the Work is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. If the Project Manager is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s), which cost may be deducted by the City from the Contractor's full payment.
- 12.2 The Contractor shall not be entitled to any payment unless and until it submits to the Project Manager its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the City, or the City's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors and Suppliers of the Contractor and of any and all other parties required by the City; and consent of Surety, if any, to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the City, the Contractor shall furnish a bond satisfactory to the City to discharge any such lien or indemnify the City from liability.
- 12.3 The City shall make final payment of all sums due the Contractor within thirty days of the Project Manager's execution of a final Certificate for Payment.
- 12.4 Acceptance of final payment shall constitute a waiver of all claims against the City by the Contractor except for those claims previously made in writing against the City by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final inspection.

13. CLAIMS BY THE CONTRACTOR

- 13.1 All Contractor claims shall be initiated by written notice and claim to the Project Manager. Such written notice and claim must be furnished within seven calendar days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.
- 13.2 The Contractor shall diligently proceed with performance of this Contract whether or not there be such a claim pending and the City shall continue to make payments to the Contractor in accordance with this Contract. The resolution of any claim shall be reflected by a Change Order executed by the City, the Project Manager and the Contractor.
- 13.3 Should concealed and unknown conditions which could not, with reasonable diligence, have been discovered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure differ materially with the conditions indicated by this Contract, or should unknown conditions of an unusual nature differing materially from those ordinarily

encountered in the area and generally recognized as inherent in Work of the character provided by this Contract, be encountered, the Contract Price shall be equitably adjusted by the Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the City having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the City written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.

- 13.4 If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the City therefore, the Contractor shall give the City written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.
- 13.5 The City reserves the right to increase or decrease quantities, and alter the details of construction including grade and alignment as the Project Manager may consider necessary or desirable, by approved Change Order. Such modifications shall not invalidate the Contract nor release the surety. Unless such alterations and increases or decreases change the total cost of the Work, based on the originally estimated quantities and the unit prices bid, by more than 25 percent, or change the total cost of any major item, based on the originally estimated quantities and the unit price bid, by more than 25 percent, the Contractor shall perform the work altered, increased or decreased, at a negotiated price or prices. (A major item shall mean any bid item, the total cost of which exceeds 12-1/2 percent of the total Contract Price based on the proposed quantity and the contract unit price).
- 13.6 When the alterations cause an increase or decrease in excess of the 25 percent indicated above, either the Contractor or the Project Manager may request an adjustment of the unit price to be paid for the item or items.
- 13.7 If a mutually agreeable adjustment cannot be obtained, the City reserves the right to terminate the Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the Work.
- 13.8 In connection with any claim by the Contractor against the City for compensation in excess of the Contract Price, any liability of the City for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall not include standby costs, indirect costs or consequential damages of the Contractor. The City shall not be liable to the Contractor for claims of third parties.
- 13.9 If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the City or someone acting in the City's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control, then the date for achieving Final Acceptance of the Work shall be extended upon the written notice and claim of the Contractor to the City, for such reasonable time as the City may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven

calendar days after the occurrence of the event or the first appearance of the condition-giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Work. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this subparagraph, any claim for an extension of time shall be waived.

- 13.10 The Contractor shall delay or suspend the progress of the work or any part thereof, whenever so required by written order of the City, and for such periods of time as required; provided, that in the event of such delay or delays or of such suspension or suspensions of the progress of the work, or any part thereof, the time for completion of work so suspended or of work so delayed by such suspension or suspensions shall be extended for a period equivalent to the time lost by reason of such suspension or suspensions; but such order of the City or Project Manager shall not otherwise modify or invalidate in any way, any of the provisions of this Contract. In the event that the work shall be stopped by written order of the City, any expense, which, in the sole opinion and judgment of the City, is caused by the City, shall be paid by the City to the Contractor.
- 13.11 In executing the Contract Documents, the Contractor expressly covenants and agrees that, in undertaking to complete the Work within the time herein fixed, it has taken into consideration and made allowances for all hindrances and delays incident to such work, whether growing out of delays in securing materials or workers or otherwise. No charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the work, or any portion thereof, included in this Contract, except as provided herein.
- 13.12 In addition to the Project Manual particular to Mobilization found elsewhere in this document, additional mobilization shall not be compensable for work outside of the designated areas for work deemed essential by the City. A quantity of work equal to as much as 10% of the total Contract may be required to be performed beyond the boundaries of the designated work areas

14. CHANGES IN THE WORK

- 14.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order or by Field Order.
- 14.2 The Project Manager shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and consistent with the intent of the Contract. Such changes shall be effected by verbal direction and then recorded on a Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.
- 14.3 Any change in the Contract Price resulting from a Change Order shall be by mutual agreement between the City and the Contractor as evidenced by the change in the Contract Price being set forth in the Change Order, and, together with any conditions or requirements related thereto, being initialed by both parties.
- 14.4 If no mutual agreement occurs between the City and the Contractor relative to a change in the Work, the Contractor shall proceed with the Work that is the subject of the Change

Order, and the change in the Contract Price, if any, shall then be determined by the Project Manager on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Contractor shall present, in such form and with such content to the City, as the Project Manager requires, an itemized accounting of such expenditures or savings, plus appropriate supporting data for inclusion in a Change Order. Reasonable expenditures or savings shall be limited to the following: reasonable costs of materials, supplies or equipment, including delivery costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and worker's compensation insurance, reasonable rental costs of machinery and equipment exclusive of hand tools, whether rented from the Contractor or others, permit fees, and sales, use or other taxes related to the Work, and reasonable cost of direct supervision and job site field office overhead directly attributable to the change. In no event shall any standby time or any expenditure or savings associated with the Contractor's home office or other non-job site overhead expense be included in any change in the Contract Price. Further, in no event shall the Contractor's overhead expense exceed ten (10%) percent of the reasonable expenditures. Pending final determination of reasonable expenditures or savings to the City, payments on account shall be made to the Contractor on the Project Manager's Certificate for Payment.

14.5 If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that the application of such unit prices to the quantities of Work proposed would cause substantial inequity to the City or to the Contractor, the applicable unit prices shall be equitably adjusted.

14.6 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim including impact against the City for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

15. INSURANCE AND BONDS.

15.1 The Contractor shall secure and maintain, throughout the duration of the agreement, insurance (on an occurrence basis unless otherwise agreed to) of such types and in at least such amounts as required herein. Contractor shall provide certificates of insurance and renewals thereof on forms acceptable to the City. The City shall be notified by receipt of written notice from the insurer or the Contractor at least thirty (30) days prior to material modification or cancellation of any policy listed on the Certificate.

15.2 The Contractor, upon receipt of notice of any claim in connection with this Agreement, shall promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Contractor shall monitor and promptly notify the City of any reduction in limits of protection afforded under any policy listed in the Certificate (or otherwise required by the Contract Documents) if the Contractor's limits of protection shall have been impaired or reduced to such extent that the limits fall below the minimum amounts required herein. The Contractor shall promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

15.3 Minimum Requirements Commercial General Liability Policy Limits -

General Aggregate:	\$2,000,000
Products / Completed Operations Aggregate:	\$2,000,000
Personal & Advertising Injury:	\$1,000,000
Each Occurrence:	\$1,000,000

Policy MUST include the following conditions:

- A. Pollution Liability (Applicable only to contracts involving pollutants such as asbestos & lead abatement, sludge or other waste abatement, etc.)
- B. NAME CITY OF PRAIRIE VILLAGE AS "ADDITIONAL INSURED"

- 15.4 Automobile Liability Policy shall protect the Contractor against claims for bodily injury and/or property damage arising from the ownership or use of any owned, hired and/or non-owned vehicle.

Limits (Same as Commercial General Liability) -
Combined Single Limits, Bodily Injury and Property Damage - Each Accident:

Policy MUST include the following condition:
NAME CITY OF PRAIRIE VILLAGE AS "ADDITIONAL INSURED"

- 15.5 Umbrella Liability. The Umbrella / Excess Liability must be at least as broad as the underlying general liability and automobile liability policies.

Limits -

Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000

- 15.6 Workers' Compensation. This insurance shall protect the Contractor against all claims under applicable state workers' compensation laws. The Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of workers' compensation law. The policy limits shall not be less than the following:

Workers' Compensation:	Statutory
Employer's Liability:	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

- 15.7 The City will only accept coverage from an insurance carrier who offers proof that it:

Is authorized to do business in the State of Kansas;
Carries a Best's policy holder rating of A- or better; and
Carries at least a Class VIII financial rating, **or**
Is a company mutually agreed upon by the City and Contractor.

15.8 Subcontractor's Insurance. If a part of the Agreement is to be sublet, the Contractor shall either:

- A. Cover all subcontractor's in its insurance policies, or
- B. Require each subcontractor not so covered to secure insurance which will protect subcontractor against all applicable hazards or risks of loss as and in the minimum amounts designated.

Whichever option is chosen, Contractor shall indemnify and hold harmless the City as to any and all damages, claims or losses, including attorney's fees, arising out of the acts or omissions of its Subcontractors.

15.9 Prior to commencing any work, Contractor shall provide City with certificates evidencing that (1) all Contractor's insurance obligations required by the contract documents are in full force and in effect and will remain in effect until Contractor has completed all of the work and has received final payment from City and (2) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to City. Contractor's property insurance shall not lapse or be canceled if City occupies a portion of the work. Contractor shall provide City with the necessary endorsements from the insurance company prior to occupying a portion of the work.

15.10 Waiver of Subrogation. All insurance coverage required herein shall contain a waiver of subrogation in favor of the City. Contractor's insurance policies shall be endorsed to indicate that Contractor's insurance coverage is primary and any other insurance maintained by City is non-contributing as respects the work of Contractor.

15.11 Additional Insurance. Excess Liability coverage or additional insurance covering special hazards may be required on certain projects. Such additional insurance requirements shall be as specified in Special Conditions.

15.12 Bonds and Other Performance Security. Contractor shall provide a Performance Bond, Maintenance Bond and a Statutory Bond in the amount of one hundred percent (100%) of the Contract Price to cover the entire scope of Work and any other specific performance security that may be indicated in this Contract. With each bond there shall be filed with the City one copy of "Power of Attorney" certified to include the date of the bonds.

16. INDEMNITY

16.1 For purposes of indemnification requirements as set forth throughout the Contract, the following terms shall have the meaning set forth below:

"The Contractor" means and includes Contractor, all of his/her affiliates and subsidiaries, his/her Subcontractors and material men and their respective servants, agents and employees; and **"Loss"** means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim, whether real or spurious, for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with, or are claimed to arise out of or be connected with, the performance of this Contract whether arising before or after the completion of the work required hereunder.

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- 16.2 For purposes of this Contract, and without in any way limiting indemnification obligations that may be set forth elsewhere in the Contract, the Contractor hereby agrees to indemnify, defend and hold harmless the City from any and all Loss where Loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractor, his/her employees, agents, Subcontractors and suppliers.
- 16.3 It is agreed as a specific element of consideration of this Contract that this indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the City or any third party and, further, notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature.
- 16.4 Nothing in this section shall be deemed to impose liability on the Contractor to indemnify the City for Loss when the negligence or other actionable fault the City is the sole cause of Loss.
- 16.5 With respect to the City's rights as set forth herein, the Contractor expressly waives all statutory defenses, including, but not limited to, those under workers compensation, contribution, comparative fault or similar statutes to the extent said defenses are inconsistent with or would defeat the purpose of this section.

17. SUCCESSORS AND ASSIGNS

- 17.1 The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract.
- 17.2 The Contractor shall not assign or sublet the work, or any part thereof, without the previous written consent of the City, nor shall it assign, by power of attorney or otherwise, any of the money payable under this Contract unless by and with the like written consent of the City. In case the Contractor assigns all, or any part of any moneys due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to all prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.
- 17.3 Should any Subcontractor fail to perform in a satisfactory manner, the work undertaken, its subcontract shall be immediately terminated by the Contractor upon notice from the City. Performing in an unsatisfactory manner is defined as consistently having more than 10% of work unacceptable. The Contractor shall be as fully responsible to the City for the acts and omissions of the subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed. Nothing contained in this Contract shall create any contractual relations between any Subcontractor and the City, nor shall anything contained in the Contract Documents create any obligation on the part of the City to pay or to see to the payment of any sums due any Subcontractor.
- 17.4 The Contractor shall not award subcontracts which total more than forty-five (45%) of the Contract Price and shall perform within its own organization work amounting to not less than fifty-five percent (55%) of the total Contract Price. Approval by the City of any

Subcontractor shall not constitute a waiver of any right of the City to reject Defective Work, material or equipment not in compliance with the requirements of the Contract Documents. The Contractor shall not make any substitution for any Subcontractor accepted by the City unless the City so agrees in writing.

- 17.5 The Contractor shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof without previous written consent from the City. In case such consent is given, the Contractor, shall be permitted to subcontract a portion thereof, but shall perform with his/her own organization work amounting to not less than fifty five (55%) of the total Contract Price. No subcontracts, or other transfer of Contract, shall release the Contractor of its liability under the Contract and bonds applicable thereto.
- 17.6 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of the Subcontractor and to give the Contractor the same power to terminate any Subcontract as the City has to terminate the Contractor under any provisions of the Contract Documents.
- 17.7 Prior to the City's approval of the Contract bid, the successful bidder shall submit to the City for acceptance, a list of names of all Subcontractors proposed for portions of the work and shall designate which work each is to perform.
- 17.8 The City shall, prior to the City's approval of the Contract bid, notify the successful bidder, in writing, if the City, after due investigation, has reasonable objection to any Subcontractor on such list, and the Contractor shall substitute a Subcontractor acceptable to the City at no additional cost to the City or shall be allowed to withdraw his/her Bid, and the City shall either re-bid the Work or accept the next best lowest and responsible bidder. The failure of the City to make objection to a Subcontractor shall constitute an acceptance of such Subcontractor but shall not constitute a waiver of any right of the City to reject Defective Work, material or equipment not in conformance with the requirements of the Project Manual.

18. NON-DISCRIMINATION LAWS

- 18.1 The Contractor agrees that:
 - A. The Contractor shall observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and shall not discriminate against any person in the performance of Work under the present contract because of race, religion, color, sex, disability, national origin, ancestry or age;
 - B. In all solicitations or advertisements for employees, the Contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission (Commission);
 - C. The Contractor further agrees that it shall abide by the Prairie Village Non Discrimination Code (Section 5-801 et seq) and shall not discriminate against any person in the performance of Work under the present contract because of sexual orientation or gender identity. If the City determines that the Contractor has violated any applicable provision of any local, state or federal law, or has discriminated against any person because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry, such violation and/or discrimination shall constitute a breach of contract and the City may cancel,

terminate or suspend this agreement in whole or in part. The parties do not intend this provision to subject any party to liability under local, state or federal laws unless it applies.

- D. If the Contractor fails to comply with the manner in which the Contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency;
- E. If the Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the Contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency; and
- F. The Contractor shall include the provisions of Subsections A through D in every subcontract or purchase order so that such provisions will be binding upon such Subcontractor or vendor.
- G. The provisions of this Section shall not apply to a contract entered into by a Contractor: (1) Who employs fewer than four employees during the term of such contract; or (2) Whose contracts with the City cumulatively total \$5,000 or less during the fiscal year of the City.

- 18.2 The Contractor further agrees that it shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws.

19. FEDERAL LOBBYING ACTIVITIES

[THIS PROVISION ONLY APPLIES IF THE CITY IS RECEIVING FEDERAL FUNDS]

- 19.1 31 USCS Section 1352 requires all subgrantees, Contractors, Subcontractors, and consultants/Architects who receive federal funds via the City to certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, grant, loan, or cooperative agreements.
- 19.2 In addition, contract applicants, recipients, and subrecipients must file a form disclosing any expenditure they make for lobbying out of non-federal funds during the contract period.
- 19.3 Necessary forms are available from the City and must be returned to the City with other Contract Documents. It is the responsibility of the general contractor to obtain executed forms from any Subcontractors who fall within the provisions of the Code and to provide the City with the same.

20. RELATIONS WITH OTHER CONTRACTORS:

- 20.1 The Contractor shall cooperate with all other contractors who may be performing work on behalf of the City, and workers who may be employed by the City, or any other entity on any work in the vicinity of the Work to be done under this Contract, and the Contractor shall so

conduct his/her operations as to interfere to the least possible extent with the work of such contractors or workers. The Contractor shall be responsible for any injury or damage, that may be sustained by other contractors, workers, their work or employees of the City, because of any fault or negligence on the Contractor's part, and shall, at his/her own expense, repair or pay for such injury or damage. If the work of the Contractor is delayed because of any acts or omissions of any other Contractor or Contractors, the Contractor shall have no claim against the City on that account other than for an extension of time.

- 20.2 When two or more Contracts are being executed at one time in such manner that work on one Contract may interfere with that on another, the City shall decide which Contractor shall progress at which time.
- 20.3 Other projects the Contractor may have to coordinate shall be listed in the Special Conditions.
- 20.4 When the territory of one Contract is the necessary or convenient means of access for the transportation or movement of workers, materials, or appliances required for the execution of another Contract, such privileges of access or any other responsible privilege may be granted by the City to the Contractor so desiring, to the extent such may be reasonably necessary.
- 20.5 Upon execution of the Contract, the Contractor shall furnish the City, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Work. The City shall promptly reply to the Contractor, in writing, stating any objections the City may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the City has made timely objection. The Contractor shall not be required to Subcontract with any party to whom the Contractor has objection.

21. RIGHT OF CITY TO TERMINATE

- 21.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, or supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or if this Contract is assigned by Contractor without authorization or if Contractor is adjudged as bankrupt, or if a general assignment of assets be made for the benefit of creditors; or if a receiver is appointed, or otherwise is guilty of a substantial violation of a provision of this Contract, then the City may by written notice to the Contractor, without prejudice to any right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor and its surety shall be liable to the City for all excess cost sustained by the City because of such prosecution and completion including any additional legal, Project Manager or bid-letting costs therefore. In such case, the Contractor shall not be entitled to receive further payment. In the event the Contractor is found in a court of law to have been wrongfully terminated for cause, then such termination shall be deemed a termination for convenience and the Contractor shall be compensated as provided herein. Any termination of the Agreement for alleged default by Contractor that is ultimately determined to be unjustified shall automatically be deemed a termination for convenience of the City.

21.2 The City, within its sole discretion, may elect to terminate the Contract with the Contractor for convenience upon three (3) days written Notice to Contractor. In the event of such termination, Contractor shall cease immediately all operations and shall be compensated for all work performed as of the date of termination in accordance with the terms of payment in this contract. Contractor shall not be entitled to any anticipatory profits, consequential damages or other costs other than direct costs of demobilization.

22. MISCELLANEOUS:

22.1 The Contractor warrants to the City that all labor furnished to progress the Work under the Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with the Project Manual. All Work not conforming to these requirements may be considered defective.

22.2 The Contractor shall obtain and pay for all permits, fees and licenses necessary or ordinary for the Work. The Contractor shall comply with all lawful requirements, including federal and state laws, City and County laws and ordinances and building codes, applicable to the Work and shall give and maintain copies of all notices required by applicable law pertaining to the Work.

22.3 Provision for Emergencies. Whenever, in the opinion of the City, the Contractor has not taken sufficient precaution for the safety of the public or the protection of the Work to be constructed under this Contract, or of adjacent structures or property which may be injured by process of construction, and whenever, in the opinion of the City, an emergency shall arise and immediate action shall be considered necessary in order to protect property interests and to avoid personal injury and/or death, then the City, with or without notice to the Contractor, shall provide suitable protection to the said interests by causing such Work to be done and materials to be furnished at places as the City may consider necessary and adequate. The cost and expense of such Work and material so furnished shall be borne by the Contractor and, if the same shall not be paid on presentation of the bills therefore, such costs shall be deducted from any amounts due or to become due the Contractor. The performance of such emergency Work shall in no way relieve the Contractor of responsibility for damages which may occur during or after such precaution has been duly taken.

22.4 Both the business address of the Contractor given in the Bid or proposal upon which this Contract is founded, and the Contractor's Office near the Work, is hereby designated as the places to which all notices, letters, and other communications to the Contractor may be mailed or delivered. The delivering at either of the above named addresses, or depositing in any mailbox regularly maintained by the Post Office, of any notice, letter or other communication so addressed to the Contractor, and the date of said service shall be the date of such delivery or mailing. Such addresses may be changed at any time by an instrument in writing, executed by the Contractor, presented, and delivered to the Project Manager and to the City. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or communication upon the Contractor personally.

22.5 It is mutually agreed by and between the parties to this Contract that all royalties and fees for and in connection with patents, or patent infringement, claims for materials, articles, apparatus, devices or equipment (as distinguished from processes) used in or furnished for

the work shall be included in the Contract Price and the Contractor shall satisfy all demands that may be made at any time for such, and the Contractor shall at its cost and expense, defend any and all suits or proceedings that may be instituted at any time against the City for infringement or alleged infringement of any such patents involved in the work, and Contractor shall pay any award of damages.

- 22.6 The right of general administration of the City shall not make the Contractor an agent of the City, and the liability of the Contractor for all damages to persons, firms, and corporations, arising from the Contractor's execution of the Work, shall not be lessened because of such general administration, but as to all such persons, firms, and corporations, and the damages, if any, to them or their property. The Contractor herein is an independent Contractor in respect to the work.
- 22.7 For a period of time, from the inception of the Contract to three (3) years from the date of final payment under the Contract, the Contractor and subcontractors shall maintain books, accounts, ledgers, invoices, drafts, pages and other records pertaining to the performance of this Contract. At all reasonable times during this period these records shall be available within the State of Kansas at a field or permanent business office for inspection by authorized representatives of the City or of any other agency, which has contributed funds in connection with the Contract or to which the City is obligated to make such inspections available. In addition, this requirement shall be included in all subcontracts entered into in connection with this Contract.
- 22.8 Titles, subheadings used herein, and other Contract Documents are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Contract Documents.
- 22.9 No waiver of any breach of this Contract shall be construed to be a waiver of any other subsequent breach.
- 22.10 Should any provision of this Agreement or other Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement and/or the other Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.
- 22.11 Without in any manner limiting Contractor's responsibilities as provided elsewhere in the Contract Documents, the Contractor shall assume full responsibility for the protection of all public and private property, structures, sewers, and utilities, for both above ground and underground facilities, along, beneath, above, across or near the site or sites of the Work being performed under this Agreement, or which are in any manner affected by the prosecution of the Work or the transportation of men/women or materials in connection therewith. Barriers shall be kept in place at all times to protect persons other than those engaged on or about the Work from accident, and the Contractor will be held responsible for all accidents to persons or property resulting from the acts of Contractor or its employees.
- 22.12 The Contractor shall keep fully informed of all existing and current regulations of the City, county, state, and federal laws, which in any way limit or control the actions or operations of those engaged upon the work, or affecting materials supplied, to or by them. The Contractor shall at all times observe and comply with all ordinances, laws, and regulations,

and shall protect and indemnify the City and the City's officers and agents against any claims or liability arising from or based on any violation of the same.

- 22.13 Nothing contained in the Contract Documents shall create, or be interpreted to create, privity or any other contractual agreement between the City and any person or entity other than the Contractor.
- 22.14 Duties and obligations imposed by the Contract Documents, rights, and remedies available hereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.
- 22.15 No action or failure to act by the City, Project Manager or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval or acquiescence in a breach hereunder, except as may be specifically agreed in writing.
- 22.16 Contractor specifically acknowledges and confirms that: (i) it has visited the site, made all inspections it deems appropriate and has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by it as specified herein and in other Contract Documents and knowingly accepts the same; (ii) it has furnished copies of all Contract Documents to its insurance carrier(s) and its surety(ies); and (iii) its insurance carrier(s) and surety(ies) agree to be bound as specified herein, in the Contract Documents and in the insurance policy(ies) and bonds as to liability and surety coverage.
- 22.17 It is specifically agreed between the parties executing this Agreement that the Contract Documents are not intended to create any third party beneficiary relationship nor authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.
- 22.18 This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Kansas. Venue of any litigation arising in connection with this Agreement shall be the State courts of Johnson County, Kansas.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in its behalf, thereunto duly authorized, and the said Contractor has executed three (3) counterparts of this Contract in the prescribed form and manner, the day and year first above written.

CITY OF PRAIRIE VILLAGE

(typed company name)

By: _____
(signed)

By: _____
(signed)

Eric Mikkelson _____

(typed name)

Mayor _____

(typed title)

City of Prairie Village _____

(typed company name)

7700 Mission Road _____

(typed address)

Prairie Village, Kansas 66208 _____

(typed city, state, zip)

(typed telephone number)

(date of execution)

(date of execution)

SEAL

ATTEST:

APPROVED BY:

City Clerk, Adam Geffert

City Attorney, David Waters

(If the Contract is not executed by the President of the Corporation, general partner of the Partnership, or manager of a limited liability company, please provide documentation, which authorizes the signatory to bind the corporation, partnership or limited liability company. If a corporation, the Contractor shall furnish the City a current certificate of good standing, dated within ten (10) days of the date of this Contract.)

GENERAL CONSTRUCTION PROVISIONS

1. DEFINITIONS: Capitalized terms not defined herein shall have the meanings set forth in the Construction Contract for the Project dated _____, 20____.

- 1.1. Following words are given these definitions:

Alternate Bid or alternate is an amount stated in the bid to be added to or deducted from the amount of the base bid, if the corresponding change in the work, as described in the Bid Documents, is accepted.

Base Bid is the sum stated in the bid for which the bidder offers to perform the work described in the Project Manual, without inclusion of any alternate bids.

Concrete shall mean Portland cement concrete.

Day shall mean a calendar day unless otherwise described.

Pavement shall be a rigid or flexible type riding surface placed upon a previously prepared sub-grade or base.

Street shall mean the whole area of any roadway within the right-of-way limits.

Sub-Grade shall be that portion of the construction area which has been prepared, as specified, and upon which a layer of specified material, base, sub-base course, pavement or other improvement is to be placed.

Temporary Construction Easement shall mean the land provided by the City for temporary use by the Contractor during the construction of the work.

- 1.2. Whenever any word or expression defined herein, or pronoun used instead, occurs in these Contract Documents; it shall have and is mutually understood to have the meaning commonly given. Work described in words that so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.
- 1.3. Whenever in these Contract Documents the words "as ordered," "as directed", "as required", "as permitted", "as allowed", or words or phrases of like import are used, it is understood that the order, direction, requirement, permission or allowance of the City Project Manager is intended.
- 1.4. Whenever any statement is made in the Contract Documents containing the expression "it is understood and agreed", or an expression of like import, such expression means the mutual understanding and agreement of the parties hereto.
- 1.5. The words "approved", "reasonable", "suitable", "acceptable", "properly", "satisfactorily", or words of like effect in import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper or satisfactory in the judgment of the City and/or the Project Manager.
- 1.6. When a word, term or phrase is used in the Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and, third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

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- 1.7. All terms used herein shall have the meanings ascribed to them herein unless otherwise specified.

2. ABBREVIATIONS

- 2.1. Wherever in this Project Manual the following abbreviations are used, they shall be understood to mean as follows. The serial designation of each reference shall be the latest year of adoption or revision, unless otherwise specified. See the plan sheet for the material abbreviation's legend.

AAN	-	American Association of Nurserymen
AASHTO	-	American Association of State Highway & Transportation Officials
ACI	-	American Concrete Institute
AGC	-	Associated General Contractors of America
AIA	-	American Institute of Architects
ANSI	-	American National Standards Institute
APWA	-	Kansas City Metropolitan Chapter of the American Public Works Association
ASCE	-	American Society of Civil Engineers
ASLA	-	American Society of Landscape Architects
ASME	-	American Society of Mechanical Engineers
ASTM	-	American Society for Testing Materials
ATSSA	-	American Traffic Safety Services Association
CARS	-	Johnson County Assistance Road System
CRSI	-	Concrete Reinforcing Steel Institute
FHWA	-	Federal Highway Administration - Department of Transportation
ISSA	-	International Slurry Seal Association
ITE	-	Institute of Traffic Engineers
KCMMB	-	Kansas City Metropolitan Materials Board
KDOT	-	Kansas Department of Transportation
MCIB	-	Mid-West Concrete Industry Board, Inc.
MUTCD	-	Manual on Uniform Traffic Control Devices for Streets & Highways
NEC	-	National Electrical Code, National Fire Protection Association
NEMA	-	National Electrical Manufacturers Association
SAE	-	Society of Automotive Engineers

3. Standard Detailed Specifications

- 3.1. The first level of reference for standard detailed specifications shall be those promulgated by the City of Prairie Village, KS, Public Works Department.
- 3.2. The second level of reference will be the current edition of the standard detailed specifications of the American Public Works Association (APWA) Kansas City Metro Chapter.
- 3.3. The third level of reference will be the latest edition of the Kansas Department of Transportation "Standard Specifications for Road and Bridge Construction".
- 3.4. For traffic specifications, the latest edition of the Manual On Uniform Traffic Control Devices as published by Federal Highway Administration.
- 3.5. All reference material shall be the latest edition for this project as though fully set forth herein, except as modified or superseded by these construction specifications.

4. Drawings To Be Furnished By Contractor

- 4.1. The Contractor shall furnish all shop, fabrication, assembly, foundation, and other drawings required by the Project Manual, including but not limited to, drawings of equipment and devices, offered by the Contractor for review of the Project Manager, in sufficient detail to show adequately the construction and operation thereof.
- 4.2. Drawings submitted for consideration by the Project Manager shall show the essential details of any change in design of construction proposed by the Contractor in lieu of design or arrangement required by the Contract, or any item of extra work, and all required wiring and piping layouts.
- 4.3. No less than three (3) copies (one for Contractor, one for Project Manager, and one for on site as-builts) of each such drawing shall be submitted to the Project Manager for checking and review.
- 4.4. The Contractor shall maintain at the site modified drawings recording the dimensions and other pertinent details of the work and any changes in the work.
- 4.5. No work shall be performed in connection with the fabrication or manufacture of material or equipment shown by any drawing thereof, nor shall any accessory, appurtenance or device not fabricated or manufactured by the Contractor or its subcontractor, be purchased until the drawing or drawings therefore have been reviewed as stipulated, except at the Contractor's own risk and responsibility.
- 4.6. The Project Manager's review of drawings submitted by the Contractor will be for general conformity to the Project Manual and will not constitute a blanket approval of all dimensions, quantities, and details of the material or equipment shown, nor shall such review relieve the Contractor of responsibility for errors contained in such drawings. Project Manager's review shall not constitute approval of safety precautions, construction means or methods.

5. Responsibility Of Contractor

- 5.1. The Contractor shall furnish all transportation, tools, equipment, machinery, and plant, and all suitable appliances, requisite for the execution of the Project Manual and shall be solely answerable for the same and for the safe, proper, and lawful construction, maintenance, and use thereof including responsibility for hazardous materials.
- 5.2. The Contractor will use equipment and tools suitable for the work. All equipment and tools will be in near-original working condition.
- 5.3. The Contractor shall cover and protect his/her Work from damage and all injury to the same from any source.
- 5.4. The Contractor shall be solely answerable for all damage to the City or the property of the City, to other contractors or other employees of the City, to the neighboring premises, to any person or to any private or personal property, due to improper, illegal, or negligent conduct of Contractor or his/her subcontractors, employees, or agents in and about said work, or in the execution of the work covered by this Contract, or any extra work undertaken as herein provided.

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- 5.5. The Contractor shall be responsible to the City for defect in, or the improper use of, any scaffolding, shoring, apparatus, ways, works, machinery, or plant.
 - 5.6. The Contractor shall notify all affected utilities of the work and coordinate with the utilities to avoid interruption of utility service and damage to utility lines and property. This notice requirement shall also apply as to the owner/operator of any affected underground facility. Any project delay, damages or increase in construction costs due to utility relocation delays shall be at the Contractor's risk.
 - 5.7. The project site shall be kept clean, neat, and orderly as possible at all times. Stockpiling of debris and unsuitable materials beyond normal working demands shall not be allowed. Immediately after construction operations are complete, all equipment, debris and unsuitable materials shall be completely removed from the site in order to minimize the damage to finished work and inconvenience to the public and adjoining property owners. The work site shall be left "broom clean" at the end of each workday and in case of dispute the City may clean the site and charge the Contractor.
 - 5.8. The Contractor shall take precaution to ensure that excessive dust does not become airborne during any construction activities. The Contractor shall comply with all State and Federal regulations that apply to airborne matter in the geographic area of the Work. When directed by the Project Manager, the Contractor shall take immediate and appropriate dust control measures satisfactory to the Project Manager.
 - 5.9. The Contractor shall not allow the site of the work or neighboring properties to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition on a daily basis throughout the construction period. The City, or the Project Manager on the City's behalf, shall have the right to determine what is or is not trash or waste material.
 - 5.10. On or before the completion of the work the Contractor shall, without charge therefore, carefully clean out all pits, pipes, chambers, or conduits, and shall tear down and remove all temporary structures built by the Contractor, and shall remove all rubbish of every kind from the tracts or grounds which it has occupied and shall leave them in first-class condition. Any trash receptacles on the site shall be covered.
 - 5.11. The Contractor shall take whatever steps necessary to provide access for the City and the Project Manager to the Work at all times from commencement of the Work through final completion.
 - 5.12. The Contractor alone shall be responsible for the safety, adequacy and efficiency of its plant, equipment, and methods, and for the means, methods, techniques, sequences and procedures of construction.
 - 5.13. The review of the Project Manager of any plan or method of work proposed by the Contractor shall not relieve the Contractor of any responsibility therefore, and such review shall not be considered as an assumption by the City, Project Manager, or any officer, agent, or employee thereof, of any risk or liability.
 - 5.14. The Contractor is admonished that the crews will be properly attired, refrain from abusive language, refrain from improper behavior, and be aware that they are representing the City.

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- 5.15. All operations of the Contractor shall be conducted within the right-of-way of the roadway or established easements and the limits of the earthwork and grading, as shown on the Plans. While working under this contract, no agreement shall be made between Contractor and resident, as it pertains to any additional work on private property not paid for by the City.

6. Safety Rules

- 6.1. The Contractor shall be responsible for enforcing safety rules to assure protection of the employees and property of the City, to assure uninterrupted production and to assure safe working conditions for the Contractor and Subcontractors and their employees and to assure the safety of the general public.
- 6.2. In addition to any other rights the City might exercise, the Contractor and/or Subcontractor failing to follow safety rules shall be subject to eviction from the job site and may be refused reentry.
- 6.3. The Contractor is expected to establish and enforce a comprehensive safety program on this project for the protection of its personnel, its Subcontractor's personnel, City's employees and all other persons exposed to hazards resulting from the Contractor's operations. As a minimum requirement, the Contractor shall review and discuss the details of its program with the City at the first project meeting. The items to be covered shall include, but not necessarily be limited to:
- Personal protective equipment;
 - First aid-personnel and facilities;
 - Arrangements for medical attention;
 - Sanitary facilities;
 - Fire protection;
 - Signs, signals, and barricades;
 - Security regulations;
 - Safety inspections;
 - Designation of persons responsible for the program;
 - Reporting forms and procedures;
 - Material handling and storage;
 - Lines of communication;
 - Determination of potential hazards;
 - Personnel safety meetings and education;
 - Access to work areas;
 - Subcontractors involvement in the program;
 - Inspections and corrective action
- 6.4. The Contractor shall maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of life, the Work, supplies, materials and equipment on the project site not yet incorporated in the Work, City's property and adjacent property.
- 6.5. The Contractor shall comply with all instructions from the City regarding prevention of accidents, fires or for the elimination of any unsafe practice and shall observe all the applicable recommendations of the National Fire Protection Association Standard No. 241

(or other, later revision) "Standards For Safeguarding Building Construction and Demolition Operations".

- 6.6. The Contractor shall post danger signs warning against the hazards created by such features of construction as protruding nails, hod hoists, well holes, elevator hatchways, scaffolding, window openings, stairways, falling materials, open trenches, other excavations, obstructions and similar conditions. It shall designate a responsible member of its organization on the project whose duty shall be the prevention of accidents. The name and position of the person so designated shall be reported to the City by the Contractor.
- 6.7. In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, Contractor, without special instruction or authorization from Project Manager or City, is obligated to act, at its discretion, to prevent threatened damage, injury, or loss.
- 6.8. The Contractor shall give prompt written notice of any significant changes in the Work or deviations from the Project Manual caused or necessitated by the emergency. A Change Order shall thereupon be issued covering the changes and deviations involved in such bona fide emergency. If Contractor believes that additional work done in an emergency, which arose from causes beyond its control, entitles it to an increase in the Contract Price or an extension of the Contract Time, the Contractor may make a claim therefore as provided herein.
- 6.9. The Contractor shall develop and maintain an up-to-date emergency action plan, taking into account fires, hazardous materials, explosions, adverse weather, floods, etc., which shall be in compliance with all federal, state and local laws and ordinances. The procedures should outline specific action to be taken to protect life and to secure and protect the building materials, constructed work, buildings, equipment, and the position of cranes. The Contractor shall be fully responsible for the contents of and procedures outlined in said plan, including deficiencies therein, whether or not the City shall have reviewed said plan.
- 6.10. Whenever, in the opinion of the City, the Contractor has not taken sufficient precaution for the safety of the public or the protection of the Work to be constructed under this Contract, or of adjacent structures or property which may be injured by process of construction, and whenever, in the opinion of the City, an emergency shall arise and immediate action shall be considered necessary in order to protect property interests and to avoid personal injury and/or death, then the City, with or without notice to the Contractor, shall provide suitable protection to the said interests by causing such work to be done and materials to be furnished at places, as the City may consider necessary and adequate. The cost and expense of such work and material so furnished shall be borne by the Contractor and, if the same shall not be paid on presentation of the bills thereof, such costs shall be deducted from any amounts due or to become due the Contractor.
- 6.11. The performance of such emergency work shall in no way relieve the Contractor of responsibility for damages, which may occur during or after such precaution has been duly taken.

7. Approval of Equals

- 7.1. "Approved Equals", where permitted by the Project Manual or otherwise made feasible

by market conditions, shall be approved as follows:

- 7.1.1. The Contractor shall notify the City in writing if it elects to use an approved equal specifically named in the Project Manual.
- 7.1.2. If the Contractor desires to use an "equal" not specifically named in the Project Manual, it must inform the City and receive written approval for such substitutions. The City has no obligation to approve such request and is not responsible for any delay or cost incurred or caused by Contractor's making such request.
- 7.2. The Contractor shall be solely responsible for design risks, delays and other claims arising out of any approved alternates.

8. Cutting, Patching and Digging

- 8.1. The Contractor shall do all cutting, fitting or patching of his/her work that may be required to make its parts come together properly and fit it to receive or be received by work of others shown upon or reasonably implied by the Project Manual.
- 8.2. The Contractor shall not endanger any property of the City or any other individual or entity, or the work by cutting, digging or otherwise and shall not cut or alter the work of others except with the written consent of the City.
- 8.3. The Contractor shall assume responsibility for the patching or repairs, by the proper trade, of damages caused by work under this Contract.
- 8.4. The Contractor shall comply with all local ordinances dealing with cutting, patching and digging and shall obtain all necessary permits.

9. Temporary Facilities/Utilities

- 9.1. Except where special permission has been granted by the City to use existing toilet facilities belonging to the City, the Contractor shall provide and maintain sanitary temporary toilet facilities located where directed by the City for accommodation of all persons engaged on the work. Temporary toilets shall be enclosed and weatherproof, kept in sanitary, and in an approved condition at all times. After use for it has ceased, the Contractor shall remove the temporary toilet facilities from the City's premises, disinfect, and fill any vaults.
- 9.2. The Contractor shall provide and maintain any necessary temporary offices, storerooms, roadways, etc, as may be required for its work. It shall be located and constructed in an approved manner acceptable to the City. Upon completion of work or when requested by the City, the Contractor shall remove it from City's premises and leave the area in a clean and orderly condition.
- 9.3. The Contractor shall provide and maintain temporary heat as required to protect all work and material against injury from dampness and/or cold to the satisfaction of the City.
- 9.4. Unless otherwise specified in the Project Manual, the Contractor shall provide, at his/her cost and expense, temporary power, wiring, water and lights from City's provided source as may be required for its operations.

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- 9.5. The operations of the Contractor shall be in full conformity with all of the rules and regulations of boards and bodies having jurisdiction with respect to sanitation. The Contractor shall supply safe and sufficient drinking water to all employees. The Contractor shall obey and enforce all sanitary regulations and orders, and shall take precautions against infectious disease and the spread of the same.
- 9.6. All water used in the course of the Work shall be hauled in or purchased from the local Water Company's distribution system at the Contractor's own cost and expense.

10. Right-Of-Way Limits

- 10.1. The Contractor shall confine construction operations to the construction limits and easements provided for and labeled in the Project Manual. Equipment or materials shall not be stored beyond these limits without the express written approval of the owner of such property.
- 10.2. No person, firm or corporation shall park or store for any period of time any construction vehicles, equipment or materials while constructing or improving any street or while working on any public works project of any kind within the city, on behalf of the city, or any other governmental agency, or any utility, public or private, unless a permit has been previously issued by the Director of Public Works. The person, firm or corporation who parks, or allows the parking or storing of any construction vehicles, equipment, or materials without first obtaining said permit or who parks or stores or allows said parking or storage contrary to the terms and conditions of any permit issued by the City, shall be deemed guilty of a misdemeanor and upon conviction thereof, shall be punished as provided in the Prairie Village Municipal Code. Each day such violation is committed or permitted to continue constitutes a separate offense and shall be punishable as such hereunder.
- 10.3. The Director of Public Works is authorized to issue a permit to authorize and allow the temporary parking, staging and storage of construction vehicles, equipment, and materials on public streets of the City or on public property, church property or property zoned C-0 through C-2 and CPO through CP-2 during periods of construction of public works projects of the city, any other governmental agency, or public or private utility projects within the City of Prairie Village, Kansas.
- 10.4. No permit shall be allowed on property that is residential in nature, provided, however, that property zoned "residential" that is being used as a church, school, or country club may be used with the written permission of the owner.
- 10.5. The only designated haul routes in Prairie Village are: Nall Avenue, Mission Road, 75th Street, and 95th Street. The Contractor must have written approval prior to using any other street or haul route.

11. Completed Work

- 11.1. Before final acceptance of the Work, all mechanical and electrical equipment and devices shall be tested and each part shall be in good condition and working order, or shall be placed in such condition and order at the expense of the Contractor.
- 11.2. All tests of such completed work required under this Contract shall be made in the presence

of the Project Manager or its authorized representatives.

- 11.3. All unsatisfactory, faulty or Defective Work and all work not conforming to the requirements to the Project Manual at the time of acceptance thereof, or of such inspections, tests, or approvals shall be considered defective. Prompt notice of all defects shall be given to the Contractor.
- 11.4. All Defective Work, whether or not in place, may be rejected pending correction thereof. Should the Contractor not correct said Work, the City may do so at Contractor's expense.
- 11.5. The Contractor shall remove from the site of the work, without delay, all rejected and condemned material or structures of any kind brought to or incorporated in the work, or if the Contractor fails to make satisfactory progress in so doing, within forty-eight (48) hours, after the service of a written notice from the Project Manager ordering such removal, the rejected material or structures may be removed by the City at the Contractor's expense.
- 11.6. At the City's discretion, payment for all related items of work may be withheld until all rejected and condemned materials or structures are satisfactorily removed.

12. Maintenance Period

- 12.1. If desired by the City or requested by the Contractor, portions of the Work may be placed in service when completed and the Contractor shall give proper access to the work for this purpose; but such use and operation shall not constitute an acceptance of the Work.
- 12.2. The Contractor shall be liable for defects due to faulty construction until the entire Work under this Contract is finally accepted and for a period of two years or longer thereafter, as stipulated in this Project Manual.
- 12.3. During a period of two years (or longer, if stipulated in the Special Conditions,) from and after the date of the final acceptance by the City of the Work, the Contractor shall make all needed repairs arising out of Defective Workmanship or materials, or both, which, in the judgment of the City, shall become necessary during such period. If within ten (10) days after the mailing of a notice in writing to Contractor, or its agent, the Contractor shall neglect to make or undertake with due diligence to make the aforesaid repairs, City is hereby authorized to make such repairs at the Contractor's expense and charge such against the Maintenance Bond; provided however, that in case of an emergency where, in the judgment of the City, delay would cause serious loss, hazard or damage, repairs may be made without notice being sent to the Contractor, and the Contractor shall pay the cost thereof.
- 12.4. Where maintenance or corrective construction is required, the Contractor shall submit his/her proposed methods and designation of materials to the City, or the City through its Consulting Engineer, for approval in advance of such work.
- 12.5. If, at any time prior to the end of the two year maintenance period, the pavement or walk settles, the Contractor shall, at his/her expense, do all necessary corrective work to eliminate any drainage problem or vertical offset caused by such settlement, provided:
 - 12.5.1. If there is a vertical offset between top of such pavement or walk and top of such structure of more than one-fourth inch.

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- 12.5.2. If around manholes or utility valves, there will be more than one-half (1/2) inch vertical differential between a plane surface passing through the top of the pavement, measured 24 inches horizontally from the edge of top of structure. (This will be measured utilizing a straight edge with one half-inch spacer feet mounted at each end of the straight edge.)
- 12.5.3. If the settlement creates a situation such that the walk is outside of the ADA Accessibility Guidelines, it shall be replaced.
- 12.5.4. If adjacent sections of concrete walk, pavement or curbs settle or heave so that there is more than one-fourth (1/4) inch vertical offset between such adjacent sections.
- 12.5.5. If the flow line of any concrete gutter, or of any concrete curb and gutter pockets water or does not drain properly resulting in three-eighths (3/8) inch of standing water.
- 12.5.6. If, any newly placed pavements surfaced with asphalt concrete pockets water or does not drain properly resulting in three-eighths (3/8) of standing water.
- 12.6. The Contractor shall repair cracks which appear for any reason, but which may or may not indicate failure of sub-grade, base or surface, and which are wide enough in cool weather to be sealed by high standard crack sealing methods. Crack filling shall be done during relatively dry weather and at temperatures when the cracks will be near maximum width. Materials and methods shall be based on width of crack. Materials shall be of such consistency as to minimize whipping out under traffic. Cracks shall be thoroughly blown and cleaned and filler installed without superficial bridging.
- 12.7. The intent of the guarantee period is that the Owner will have a durable and serviceable pavement; that defective materials and workmanship will have been corrected. All materials and construction for such work will be at the Contractor's expense.
- 12.8. All corrective and maintenance work shall be done promptly upon notification by the Owner, in order to prevent unnecessary further deterioration and in order not to inconvenience the traveling public unduly.
- 12.9. All work shall be in accordance with the highest standards of the construction industry and shall be of such nature as to be substantially permanent.

13. Equipment Guaranty

- 13.1. All mechanical and electrical equipment and devices, and every part thereof, which are furnished by the Contractor under the terms of this Contract shall be guaranteed by the Contractor and its surety against Defective Workmanship, faulty design, mechanical and physical defects, leakage, breakage, and other damages or failure, under normal operation of the equipment and devices under specified conditions, for a period of two years from and after the date of acceptance thereof (unless otherwise provided herein) by the City.
- 13.2. Any item of equipment or part thereof, thus proving to be defective within the specified period shall be promptly replaced by and at the expense of the Contractor, when notified by the City. Should the Contractor fail to replace said item within a reasonable time, City may do so at Contractor's expense.

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- 13.3. The Contractor shall ensure that a copy of operating and maintenance manuals for all equipment shall be kept on the site during construction of the Work and shall be open to inspection by the City or its agents.

14. Public Complaints

- 14.1. All complaints to the Contractor or any of the Subcontractors or to the Project Manager are to be reported in writing immediately to the City Project Manager. This written report will include the name, address and telephone number of the complainant, a detailed description of the complaint, a detailed description of the actions taken, and by whom to resolve the complaint.
- 14.2. The Contractor shall endeavor, with the cooperation and concurrence of the Project Manager, to communicate with abutting property owners and tenants affected by the work.
- 14.3. The Contractor shall respond to citizen complaints, concerns or inquiries with 48 hours (two work days). The Contractor will submit a copy of the action taken to the Project Manager in a timely manner utilizing forms provided by the City.

15. Notification

- 15.1. As part of this project, the City will be notifying residents by mail of the upcoming work. The Contractor must give the City a minimum notice of three weeks prior to doing **any** work on a street.
- 15.2. The Contractor must give the City three days notice prior to commencing any work that prevents the use of a driveway.
- 15.3. Delays created by failure of the Contractor to notify the City in the above-specified time will be counted against the contract time. The Contractor will not be entitled to an extension of the contract time based on notification delays.
- 15.4. In the event, work does not begin on the designated street within the designated time, the City will re-notify the residents with an explanation of why work did not begin as scheduled and a statement of when work will begin. Work may not begin until 48 hours after mailing the re-notifications.

16. Progress Meetings

- 16.1. Periodic Progress meetings shall be held at a predetermined location on the site. These meetings will be held once every week or sooner as events dictate. These meetings will be organized by the City or Project Manager. Participation in this meeting by representatives of the prime contractor and each of the subcontractors is required. These representatives must be empowered to make decisions affecting the prosecution of the work and shall be the Owner of the construction firm and/or his/her superintendent. The Project Manager will conduct the meetings and the discussion will include, but is not limited to the following:
- Proposed construction schedule for duration of contract for both Prime and Subcontractors
 - Identification of any known utility/contractor conflicts and proposed resolution of same

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- Coordination of other trades.
 - Specialty items. (Fences, shrubs, monuments, sprinkler systems, etc.)
 - Completion date requirements.
 - Review of traffic control plan as it pertains to area of work.
 - Problems and/or complaints and remedial measures taken or proposed.

17. Uncovering and Correcting Work

- 17.1. If any of the Work is covered contrary to the Project Manager's request or to any provisions of this Contract, it shall, if required by the Project Manager or the City, be uncovered for the Project Manager's observation and shall be properly replaced at the Contractor's expense without change in the Contract Time.
- 17.2. If any of the Work is covered in a manner not consistent with the Project Manual, it shall, if required by the Project Manager or City, be uncovered for the Project Manager's observation. If such Work conforms strictly to this Contract, costs of uncovering and proper replacement shall be by Change Order and charged to the City. If such work does not strictly conform to this Contract, the Contractor shall pay the costs of uncovering and proper replacement.
- 17.3. The Contractor, within two weeks of written notification, shall proceed to correct Work rejected by the Project Manager as defective or failing to conform to this Contract. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and observations, and reimbursement to the City for the Project Manager's services and expenses made necessary thereby.
- 17.4. Nothing contained in this Article shall establish any period of limitation with respect to other obligations, which the Contractor has under this Contract.
- 17.5. If, after two weeks following notification by the Project Manager, the Contractor has not started or completed the corrective work, the Contractor will notify the Project Manager and affected resident of intended schedule to complete work.

18. City May Accept Defective or Non-conforming Work

- 18.1. If the City chooses to accept defective or non-conforming Work, the City may do so. In such event, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or non-conforming Work, and (b) the difference between the fair market value of the Work as constructed and the fair market value of the Work had it not been constructed in such a manner as to include defective or non-conforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the City for its acceptance of defective or non-conforming Work, the Contractor, upon written demand from the City, shall pay the City such remaining compensation for accepting defective or non-conforming Work.

END OF SECTION

PROJECT CONTACTS

CITY OF PRAIRIE VILLAGE
FIELD SUPERINTENDENT
JAMES CARNEY
jcarney@pvkansas.com
913-385-4644

CITY OF PRAIRIE VILLAGE
ARBORIST
BRIDGET TOLLE
btolle@pvkansas.com
913-634-8827

PRAIRIE VILLAGE POLICE DEPARTMENT
913-385-4721

KANSAS GAS SERVICE
TONY CELLITTI
913-599-8981

WATER ONE
MATT CARTER
913-895-5776

KCP&L
GARY PRICE
913-810-7623

AT&T
DARRON OSTROM
913-383-4936

SPECTRUM CABLE
ALEX CASHMEN
913-915-0553

SOUTHERN STAR
MATTHEW DAVIDS
913-422-6305

GOOGLE FIBER
MARSHALL MARTENS
415-736-6597

JOHNSON COUNTY WASTEWATER
MIKE PILLER
913-715-8537

CONSOLIDATED COMMUNICATIONS
MELISSA STRINGER
913-322-9622

TECHNICAL SPECIFICATIONS

Aug-2021



2021 Tree Trimming

S-101 MOBILIZATION

Description

Move required personnel, equipment, materials, supplies and incidentals to the project site prior to beginning work. This work includes other work and costs incurred before the project.

Bid item: MOBILIZATION lump sum

Reference Standard Specification

City of Prairie Village Standard Specification

Construction Requirements

All equipment used by the Contractor having metal tracks shall not be driven over City streets other than those streets being constructed. Such equipment must be transported from one work area to the next work area.

Observe legal load restrictions when operating equipment, hauling equipment, or hauling materials on public roads; newly constructed/reconstructed base, pavement, and structures; and any existing base, pavement or structures that will remain in place. Assume responsibility for changes in legal load restrictions that occur after the project was let. Obtain the Engineer's written approval and a special permit to exceed legal load restrictions on the City street system and on newly constructed/reconstructed portions of the project.

Protect roadways and structures within project limits from damage. Observe curing periods before operating equipment or hauling loads on newly constructed pavement, reconstructed pavement, or structures. Do not haul loads of any size on pavement base, except when operations require equipment on pavement base to place material. The Contractor shall assume all responsibility for damages to roadways and structures caused by the Contractor from operating equipment or hauling loads.

Unless otherwise noted, equipment shall conform to the requirements specified in KDOT Division 150 of the "Standard Specifications", or as specified herein. The Engineer shall have the right to limit the gross vehicle weight of all vehicles in order to protect the pavement section. For purposes of this section, the pavement section shall include the subgrade.

Method of Measurement

The measurement of payment will be the percentage of work completed.

Basis of Payment

Partial payments will be made as follows:

TABLE 801-1: MOBILIZATION PARTIAL PAYMENTS		
Percent of Original Contract Amount Completed	Pay Lesser of the Two	
	% of Mobilization	% of Original Contract Amount
5	25	2.5
10	50	5
25	60	7.5
50	100	10
Accepted	100	NA

The term "Original Contract Amount" shall include the all bid items in the original contract.

"Percent of Original Contract Amount Completed" = Amount earned by the Contractor (not including monies earned for MOBILIZATION, STORED MATERIALS, TRAFFIC CONTROL (lump sum) and CONTRACTOR CONSTRUCTION STAKING) divided by the "Original Contract Amount".

END OF SECTION

682 Tree Trimming

Description

This work consists of trimming City trees to the satisfaction of the City Public Works Field Superintendent, and in accordance with the details shown on the plans. It shall include using all means necessary to protect existing structures, equipment, piping and facilities not designated for removal within the limits of the work, as defined in these specifications, in the Special Conditions, as shown on the Plans or established by the City Public Works Field Superintendent.

Bid items are:

TREE TRIMMING

Reference Standard Specification

The Kansas Arborist at Kansas State University, Kansas Forest Service shall determine interpret proper trimming techniques and practices.

Primary Reference Standard Specification is ANSI A300 Part 1 Pruning, as amended and Z133.1-2000 Safety Requirements for Pruning, Trimming, Repairing, Maintaining, Removing Trees and Cutting Brush.

The above Reference Standard Specification may contain modifications in the form of additions, deletions, and substitutions. Where any part of the Reference Standard Specification is so modified, the unaltered provisions shall remain in effect.

Tree Trimming Requirements

Trees to be trimmed along the City streets will be located either wholly or partially within 10 feet from the face of the street curb. Trimming of trees located on private property will not be permitted except to meet item c. in the next paragraph.

Trees will be trimmed:

- a. To remove dead wood two inches in diameter and larger over the City right-of-way,
- b. To remove hangers over the City right-of-way,
- c. To remove limbs lower than nine feet over sidewalks and fourteen feet over street pavement,
- d. To remove limbs that obstruct the view of a street light as viewed from a distance equal to the height of the street light from the street pavement,
- e. To remove tree limbs obstructing the view of street signs and traffic signals from a distance of 500 feet as viewed from a person standing in the vehicle travel lane.
- f. Park Trees will be trimmed with the same criteria but the entire tree will be trimmed. The trimming criteria should also be applied to any trees on abutting properties with limbs hanging over City Park property.

The Contractor will be responsible for the removal of all trimmings and other trimming debris. The debris removal will be in accordance with all Local, State and Federal regulations including but not limited to all quarantine regulations. The street and resident property will be cleaned to equal or better condition as existed before the work activity. The Contractor shall use no gafts in the tree trimming process.

The Contractor may leave wood for the resident at the resident's request, but the wood will be placed on private property and not on City right-of-way.

The Contractor will provide each residence with a notice 48 hours before beginning work. The City will provide the notices to the Contractor.

Tree Inventory Requirements

The contractor will verify the inventory list as to species, house number, condition and date trimmed. The City will provide a list of condition terminology to be used. The type of tree will be the common name for generic-species, i.e., Maple-sugar. The generic - Maple - is not acceptable as it must have the species.

The inventory list will be modified by lining out the tree not in existence, adding trees found in the City right-of-way, but not on the list, and placing a check mark for those trees trimmed.

Method of Measurement

The measurement of payment for Trimming Trees is submittal of the modified inventory list for each area and approval of satisfactory work for each area by Field Superintendent.

Basis of Payment

The amount of completed and accepted work, measured as provided above, shall be paid for at the Contract lump sum price for "TREE TRIMMING". The price shall be full compensation for furnishing and for all labor, tools, equipment and incidentals necessary to complete the work.

END OF SECTION

S-701 TRAFFIC CONTROL

Description

This work shall consist of furnishing, erecting, moving, cleaning, replacing, maintaining and removing signs, barricades, lights and other traffic control devices as shown on the Plans, the Traffic Control Plan, or as required by the Engineer or as proposed by the Contractor and approved by the Engineer.

Bid items are: TRAFFIC CONTROL

Lump Sum

Reference Standard Specification

Primary Reference Standard Specification is KDOT Standard Specifications for State Road and Bridge Construction Section 805, as amended.

The above Reference Standard Specification may contain modifications in the form of additions, deletions, and substitutions. Where any part of the Reference Standard Specification is so modified, the unaltered provisions shall remain in effect.

Construction Requirements

The Reference Standard Specification is amended as follows:

ADD

1. The Contractor responsible for erecting, removing, relocating and maintaining the traffic control devices shall be properly trained and certified. The American Traffic Safety Services Association (ATSSA) is an approved certification program.

The safe and satisfactory movement of traffic through the project is of paramount importance and shall be the responsibility of the Contractor. At the onset of the project, the Contractor shall provide the Engineer with the name and telephone number of an individual who shall be available on a 24-hour basis to repair, replace, remove, relocate, clean and maintain any traffic control device required or as directed by the Engineer. The Contractor shall be responsible for maintaining all traffic control devices on an around-the-clock basis, whether or not work is actively being pursued and any deficiencies noted shall be corrected immediately.

When the traffic control devices are no longer needed, immediate removal of said devices shall be included in this agreement and any agreement the Contractor has for traffic control devices. When temporary signs are removed, the Contractor shall completely remove the sign post as well. The Contractor is prohibited from cutting the sign post off and leaving a portion of the post in the ground.

2. Work hours

No work shall be conducted between the hours of 10 PM and 7 AM, Monday through Friday. No work shall be undertaken on Saturdays, Sundays and Holidays without the express approval or permission of the City.

No work may be performed on non-residential streets between 7:00 a.m. to 8:30 a.m. and 4:00 p.m. to 6:00 p.m. on weekdays. Non-residential streets may not be closed to all traffic unless permitted by the City.

Non-residential streets are defined as: 63rd Street, 67th Street, 69th Street, 71st Street, 75th Street, 79th Street, 83rd Street, 87th Street (Nall Avenue to Somerset Drive), 95th Street, Belinder Avenue, Booth Drive, Cambridge Street (State Line Road to Somerset Drive),

Cherokee Drive, Colonial Drive, Lamar Avenue, Mission Road, Nall Avenue, Roe Avenue, Somerset Drive, State Line Road, Tomahawk Road, and Windsor Street (Cherokee to 75th Street).

Evening work may be established by the Contractor, as a regular procedure, with the written permission of the City; such permission, however, may be revoked at any time by the City if the Contractor fails to maintain adequate equipment for the proper prosecution and control of all operations performed as part of the Work.

3. Lane Closures/Detours

Local traffic on all streets shall be carried through construction whenever possible. Detours of traffic will be permitted, with prior permission from the City, when necessary and in accordance with the traffic control plan. Streets may be closed for short periods of time under authority of proper permit issued by the City or authority having jurisdiction. However, the Contractor shall conduct his/her work to interfere as little as possible with public travel, whether vehicular or pedestrian, on such streets.

The Contractor shall only work on one side of the road at a time and no more than two streets at one time unless permitted to do so by the City.

Non-residential streets may not be closed to all traffic unless permitted by the City. Lanes may be reduced or closed, with permission from the Engineer, between the hours of 8:30 a.m. and 4:30 p.m.

Residential street closure may occur only from 8:00 a.m. until 5:00 p.m. with permission from the Engineer.

Proper notification to City Police and County Paramedic units, Fire Districts, School Districts and City refuse collector shall be given by the Contractor before closing any street.

The Contractor shall conduct his/her work to interfere as little as possible with public travel, whether vehicular or pedestrian. Whenever it is necessary to cross, obstruct, or close roads, driveways and walks, whether public or private, the Contractor shall, at his/her own expense, provide and maintain suitable and safe bridges, detours, or other temporary expedients for the accommodation of public and private travel, and shall give reasonable notice to owners of private drives before interfering with them provided that maintenance of traffic will not be required where the Contractor has obtained permission from the City and tenant of private property, or from the authority having jurisdiction over public property involved, to obstruct traffic for the duration of time as may be agreed upon.

4. Modifications and Maintenance

The Contractor must use proper flagging procedures when limiting traffic to one lane during working hours.

The Contractor will supply, install, and maintain the necessary traffic control devices required to maintain traffic as outlined herein. These devices include, but are not limited to, advance construction warning signs, barricades, flagmen, and other traffic control devices. All such devices shall be fabricated and installed in accordance with the M.U.T.C.D. and N.C.H.R.P. 350, latest editions. Temporary striping shall be tape and this work shall conform to Section 821 of the KDOT Standard Specification. In addition to the placement of lane lines and centerline stripes, the Contractor shall also be responsible for the proper placement of required turn arrows.

All stop, yield and street name signs removed shall be temporarily erected in the appropriate locations (no less than 7 feet vertical from grade) until permanent signing can be installed.

In addition to traffic control devices shown on the Plans, the Contractor shall provide and maintain all barricades, cones, construction warning signs, flagmen, temporary pavement marking, and incidental devices to protect the traveling public and the Contractor's personnel or equipment on the job site. During all phases of construction, the Contractor shall display the required signs. Any traffic control device not in use shall be covered, removed, or turned away from the view of on-coming traffic. Whenever the Work area changes, all construction warning signs and traffic channelization devices shall be made current, in both legend and function.

All existing traffic signs, stop signs, and street signs in the way of the Work shall be carefully removed by the Contractor and shall be returned to the City. The required function of stop signs and other signs affecting driver safety shall be preserved by the Contractor whenever a street is open to traffic. Upon completion of the Project, all street signs shall be reset by the Contractor as approved by the Engineer.

The Inspector may review the Work area at various times to determine if any additional traffic control devices are necessary or if any maintenance is required to the traffic control devices in place. Any traffic control device, which requires maintenance or any additional traffic control needs found during these reviews, will be reported to the Contractor. It will be the responsibility of the Contractor to perform the necessary maintenance or provide additional traffic control devices as requested by the Engineer. Failure to comply with this request will result in one of the following:

- a. Employ another agency to correct deficiencies in signing or warning devices and deduct the cost from the contractor's pay estimate.
- b. Suspend all pay estimates until deficiencies are corrected.
- c. Stop the work until deficiencies are corrected.
- d. Place the contractor in default.

During periods of inclement weather or during periods of unusually heavy traffic, the Engineer may require all operations to cease in order to adequately handle the traffic. The Engineer reserves the right to require the suspension or delay of certain operations, or the speeding up of other operations to insure a proper sequence of operations and thus aid the satisfactory movement of traffic.

Any request for changes in the required devices or methods of maintaining traffic should be submitted in writing to the Engineer a minimum of 72 hours prior to the time the Contractor wishes to make the change.

5. Worksite Access

The Worksite shall be cleaned up at the end of each working day and temporary surfacing shall be placed such that access will be had to all driveways during the night, weekends, holidays and other days when Work is not in progress and when the stage of the Work does not directly interfere with the drive. The Engineer, at his/her discretion, may grant short-term exceptions to this requirement in connection with preparing sub-grade and paving.

Driveway entrances, sidewalks, steps and finish grading shall be completed as soon as practicable behind construction of curb and gutter so that access may be had from the street

adjacent property as soon as possible. Temporary grading shall be provided where required to negotiate the difference in elevation from the graded roadbed to the finished curb at driveway entrances. The Contractor shall provide as many barricades with appropriate warning lights as needed to protect effectively pedestrians or traffic from exposed objects or excavations.

Trash Collection: The Contractor shall maintain access for refuse collection. If refuse cannot be picked up because of construction activities, the Contractor will be required to collect the reuse and to coordinate with the refuse collector to designate an alternate pick-up site.

Method of Measurement

The measurement of payment will be the percentage of work completed.

Basis of Payment

Partial payments will be made as follows:

1. When work amounting to 10 percent of the original Contract amount is completed, 50 percent of the amount bid for TRAFFIC CONTROL or five percent of the original Contract amount, whichever is lesser, may be paid.
2. When work amounting to 80 percent of the original Contract amount is completed, 100 percent of the amount bid for TRAFFIC CONTROL or ten percent of the original Contract amount, whichever is lesser, may be paid.
3. Upon completion of all work on the project, 100 percent of the amount bid for TRAFFIC CONTROL will be paid.

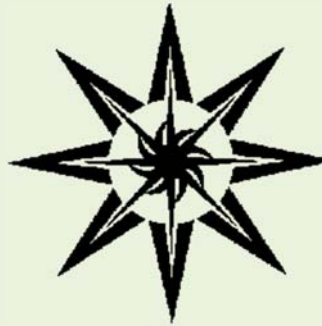
When computing the percentage of the original Contract amount completed, do not include monies earned for mobilization, materials stored, traffic control (when bid as Lump Sum) and contractor construction staking.

The term "Original Contract Amount" used shall be construed to mean the total dollar value of the Original Contract, including all bid items shown in the Contract.

END OF SECTION

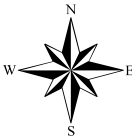
MAP / PLANS

Aug-2021



2021 Tree Trimming

Work Area 23



AREA 23

Tree Rec #	Street		Common Name	Species	DIST_CODE	LOC_CODE	Address	Street Name	Parent	V-Comments	Inspection Date
	Station	Side									
11645	6889	L	Littleleaf Linden	cordata	23	STREET		71ST STREET	71ST04	7100 ALHAMBRA	
1372	6953	L	Pin Oak	Oak-Pin	23	STREET		71ST STREET	71ST04	7100 Alhambra	
905	7015	L	Pin Oak	Oak-Pin	23	STREET		71ST STREET	71ST04	7101 BUENA VISTA	
9722	7186	L		Tulip Tree	23	STREET		71ST STREET	71ST04	7101 Village Drive	
9824	7186	L	TULIP TREE	TULIP TREE	23	STREET		71ST STREET	71ST04	7101 VILLAGE DRIVE	
436	7717	L	Pin Oak	Oak-Pin	23	STREET	4201	71ST STREET	71ST05		
1607	7846	L	Pin Oak	Oak-Pin	23	STREET	4205	71ST STREET	71ST05		
1258	7911	L	Pin Oak	Oak-Pin	23	STREET	4301	71ST STREET	71ST05		
787	7984	L	Pin Oak	Oak-Pin	23	STREET	4309	71ST STREET	71ST05		
437	8050	L	Pin Oak	Oak-Pin	23	STREET	4311	71ST STREET	71ST05		
11601	8100	L	Shumard Oak	shumardii	23	STREET	4317	71ST STREET	71ST05		
1608	8197	L	Pin Oak	Oak-Pin	23	STREET	4401	71ST STREET	71ST05		
2999	8250	L		Maple-Pacific Sunset	23	STREET	4407	71ST STREET	71ST05		
1142	8325	L	Pin Oak	Oak-Pin	23	STREET	4415	71ST STREET	71ST05		
1564	8409	L		Oak-Northern Red	23	STREET	4419	71ST STREET	71ST05		
4269	8472	L		Oak-Pin	23	STREET	4423	71ST STREET	71ST05		
788	8484	L	Pin Oak	Oak-Pin	23	STREET	4419	71ST STREET	71ST05		
1491	8752	L	Pin Oak	Oak-Pin	23	STREET	4521	71ST STREET	71ST05	4521 71st Terr	
9758	8816	L	OAK-BURR	OAK-BURR	23	STREET	4609	71ST STREET	71ST05		
9721	8816	L		Burr Oak	23	STREET	4609	71ST STREET	71ST05		
669	8954	L	Red Oak	Oak-Red	23	STREET	4621	71ST STREET	71ST05		
317	9093	L	Pin Oak	Oak-Pin	23	STREET	4635	71ST STREET	71ST05		
1836	9167	L	Pin Oak	Oak-Pin	23	STREET		71ST STREET	71ST05	7101 Roe	
710	8205	L	Viburnum-Mapleleaf	Viburnum-Mapleleaf	23	STREET	4305	71ST TERRACE	71TE04		
5161	8210	R		Maple-Norway	23	STREET	4314	71ST TERRACE	71TE04		
5508	8215	R	Viburnum-Mapleleaf	Viburnum-Mapleleaf	23	STREET	4300	71ST TERRACE	71TE04		
6344	8265	R	Pin Oak	Oak-Pin	23	STREET	4300	71ST TERRACE	71TE04		

AREA 23

Tree Rec #	Street		Common Name	Species	DIST_CODE	LOC_CODE	Address	Street Name	Parent	V-Comments	Inspection Date
	Station	Side									
360	8270	L		Maple-Mountain	23	STREET	4305	71ST TERRACE	71TE04		
9922	8318	L	Sugar Maple	saccharum	23	STREET	4319	71ST TERRACE	71TE04		
10369	8359	R	Japanese Zelkova	serrata	23	STREET	4318	71ST TERRACE	71TE04		
6316	8400	R	Viburnum-Mapleleaf	Viburnum-Mapleleaf	23	STREET	4320	71ST TERRACE	71TE04		
10220	8429	R	Ginkgo, Maidenhair Tree	biloba	23	STREET	4320	71ST TERRACE	71TE04		
5509	8498	R	Viburnum-Mapleleaf	Viburnum-Mapleleaf	23	STREET	4400	71ST TERRACE	71TE04		
5042	8567	R	Viburnum-Mapleleaf	Viburnum-Mapleleaf	23	STREET	4406	71ST TERRACE	71TE04		
1531	8590	L	Viburnum-Mapleleaf	Viburnum-Mapleleaf	23	STREET	4407	71ST TERRACE	71TE04		
4698	8625	R	Viburnum-Mapleleaf	Viburnum-Mapleleaf	23	STREET	4412	71ST TERRACE	71TE04		
1063	8654	L		Viburnum-Mapleleaf	23	STREET	4415	71ST TERRACE	71TE04		
711	8787	L		Viburnum-Mapleleaf	23	STREET	4425	71ST TERRACE	71TE04		
11868		R	Hot Wings Maple	tataricum	23	STREET	4424	71ST TERRACE	71TE04		
4582	8828	R		Oak-Pin	23	STREET	4424	71ST TERRACE	71TE04		
236	8840	L		Sweetgum	23	STREET	4501	71ST TERRACE	71TE04		
6201	8874	R		Oak-Pin	23	STREET	4500	71ST TERRACE	71TE04		
5393	8931	R	Pin Oak	Oak-Pin	23	STREET	4500	71ST TERRACE	71TE04		
1881	8935	L		Oak-Pin	23	STREET	4509	71ST TERRACE	71TE04		
1415	8974	L		Viburnum-Mapleleaf	23	STREET	4511	71ST TERRACE	71TE04		
5739	8974	R		Oak-Pin	23	STREET	4510	71ST TERRACE	71TE04		
1064	9031	L		Viburnum-Mapleleaf	23	STREET	4517	71ST TERRACE	71TE04		
593	9070	L		Osage-Orange	23	STREET	4521	71ST TERRACE	71TE04		
5394	9102	R		Sycamore	23	STREET	4520	71ST TERRACE	71TE04		
237	9111	L		Viburnum-Mapleleaf	23	STREET	4521	71ST TERRACE	71TE04		
4929	9140	R		Crabapple-Springsnow	23	STREET	4520	71ST TERRACE	71TE04		
6080	7969	R		Oak-Pin	23	STREET	4320	72ND STREET	72ST04		
1186	7984	L		Oak-Pin	23	STREET		72ND STREET	72ST04	4400 TOMAHAWK RD	
5619	8015	R		Oak-Pin	23	STREET	4320	72ND STREET	72ST04		

AREA 23

Tree Rec #	Street		Common Name	Species	DIST_CODE	LOC_CODE	Address	Street Name	Parent	V-Comments	Inspection Date
	Station	Side									
834	8043	L		Oak-Pin	23	STREET		72ND STREET	72ST04	4400 TOMAHAWK RD	
5270	8073	R		Oak-Pin	23	STREET	4400	72ND STREET	72ST04		
6069	8129	R		Oak-Pin	23	STREET	4406	72ND STREET	72ST04		
365	8165	L		Oak-Pin	23	STREET	4405	72ND STREET	72ST04		
5607	8181	R		Oak-Pin	23	STREET	4412	72ND STREET	72ST04		
10	8216	L		Oak-Pin	23	STREET	4415	72ND STREET	72ST04		
5259	8238	R		Oak-Pin	23	STREET	4416	72ND STREET	72ST04		
1536	8283	L		Oak-Pin	23	STREET	4419	72ND STREET	72ST04		
4797	8298	R		Oak-Pin	23	STREET	4420	72ND STREET	72ST04		
1187	8331	L		Oak-Pin	23	STREET	4425	72ND STREET	72ST04		
6410	8366	R		Oak-Pin	23	STREET	4426	72ND STREET	72ST04		
715	8386	L		Oak-Pin	23	STREET	4429	72ND STREET	72ST04		
366	8433	L		Oak-Pin	23	STREET	4501	72ND STREET	72ST04		
1886	8491	L		Oak-Pin	23	STREET	4511	72ND STREET	72ST04		
5956	8511	R		Oak-Pin	23	STREET	4510	72ND STREET	72ST04		
1537	8554	L		Oak-Pin	23	STREET	4515	72ND STREET	72ST04		
5608	8586	R		Oak-Pin	23	STREET	4514	72ND STREET	72ST04		
1069	8589	L		Oak-Pin	23	STREET	4519	72ND STREET	72ST04		
716	8648	L		Oak-Pin	23	STREET	4525	72ND STREET	72ST04		
5144	8653	R		Oak-Pin	23	STREET	4520	72ND STREET	72ST04		
10317	8657	R	WEeping REDBUD	WEeping REDBUD	23	STREET	4520	72ND STREET	72ST04		
242	8706	L		Oak-Pin	23	STREET	4529	72ND STREET	72ST04		
4798	8724	R		Oak-Pin	23	STREET	4526	72ND STREET	72ST04		
8840	8760	R		Linden-American	23	STREET	4600	72ND STREET	72ST04		
1887	8780	L		Oak-Pin	23	STREET	4601	72ND STREET	72ST04		
7676	8821	R		Linden-Greenspire	23	STREET	4608	72ND STREET	72ST04		
1070	8844	L		Oak-Pin	23	STREET	4611	72ND STREET	72ST04		

AREA 23

Tree Rec #	Street		Common Name	Species	DIST_CODE	LOC_CODE	Address	Street Name	Parent	V-Comments	Inspection Date
	Station	Side									
6297	8889	R		Oak-Pin	23	STREET	4612	72ND STREET	72ST04		
599	8904	L		Oak-Pin	23	STREET	4617	72ND STREET	72ST04		
7234	8923	R		Serviceberry-Autumn	23	STREET	4616	72ND STREET	72ST04		
1769	8955	L		Oak-Pin	23	STREET	4617	72ND STREET	72ST04		
5957	8996	R		Oak-Pin	23	STREET	4620	72ND STREET	72ST04		
1421	9003	L		Oak-Pin	23	STREET	4623	72ND STREET	72ST04		
5492	9049	R		Oak-Pin	23	STREET	4624	72ND STREET	72ST04		
952	9083	L		Oak-Pin	23	STREET	4629	72ND STREET	72ST04		
600	9145	L		Oak-Pin	23	STREET	4635	72ND STREET	72ST04		
5145	9165	R		Oak-Pin	23	STREET		72ND STREET	72ST04	7115 ROE AVE	
126	9198	L		Oak-Pin	23	STREET	4635	72ND STREET	72ST04		
4682	9209	R		Oak-Pin	23	STREET		72ND STREET	72ST04	7115 ROE AVE	
556	6492	L	Honeylocust	triacanthos	23	STREET	3903	72ND TERRACE	72TE04		
11827		R	Frontier Elm	minor x parvifolia	23	STREET	3903	72ND TERRACE	72TE04		
2563	6542	L		Redbud-Unknown	23	STREET	3903	72ND TERRACE	72TE04		
6039	6544	R		Maple-Shantung	23	STREET	3902	72ND TERRACE	72TE04		
5828	6634	R		Oak Bur	23	STREET	3916	72ND TERRACE	72TE04		
5497	6652	R		Sweetgum	23	STREET	3916	72ND TERRACE	72TE04		
1261	6725	L		Maple-Silver	23	STREET	3927	72ND TERRACE	72TE04		
910	6752	L		Maple-Autumn Flame	23	STREET	3927	72ND TERRACE	72TE04		
440	6818	L		Honeylocust-Thornles	23	STREET	4003	72ND TERRACE	72TE04		
86	6840	L		Redbud-Eastern	23	STREET	4007	72ND TERRACE	72TE04		
441	6855	L		Maple-Red	23	STREET	4012	72ND TERRACE	72TE04		
5847	6905	R		Maple-Norway	23	STREET	4012	72ND TERRACE	72TE04		
3151	6981	L		Maple-Fall Fiesta	23	STREET	4017	72ND TERRACE	72TE04		
791	7005	L		Sweetgum	23	STREET	4019	72ND TERRACE	72TE04		
5383	7008	R		Oak-Pin	23	STREET	4016	72ND TERRACE	72TE04		

AREA 23

Tree Rec #	Street		Common Name	Species	DIST_CODE	LOC_CODE	Address	Street Name	Parent	V-Comments	Inspection Date
	Station	Side									
320	7060	L		Maple-Red	23	STREET	4027	72ND TERRACE	72TE04		
5034	7068	R		Honeylocust-Thornles	23	STREET	4026	72ND TERRACE	72TE04		
192	7148	L		Linden-American	23	STREET	4031	72ND TERRACE	72TE04		
1612	7260	L		Sweetgum	23	STREET	4105	72ND TERRACE	72TE04		
6191	7265	R		Sweetgum	23	STREET	4106	72ND TERRACE	72TE04		
1146	7280	L		Redbud-Eastern	23	STREET	4105	72ND TERRACE	72TE04		
5728	7317	R		Sweetgum	23	STREET	4112	72ND TERRACE	72TE04		
792	7341	L		Sweetgum	23	STREET	4111	72ND TERRACE	72TE04		
5384	7379	R		Sweetgum	23	STREET	4116	72ND TERRACE	72TE04		
1962	7432	L		Linden-American	23	STREET	4117	72ND TERRACE	72TE04		
6913	7493	R		Maple-Fall Fiesta	23	STREET	4122	72ND TERRACE	72TE04		
6074	7605	R		Maple-Red	23	STREET	4134	72ND TERRACE	72TE04		
10221	7680	L	London Planetree	hybrida	23	STREET	4141	72ND TERRACE	72TE04		
5729	7738	R		Sycamore	23	STREET		72ND TERRACE	72TE04	7135 Village Drive	
5264	8116	R		Oak-Pin	23	STREET		72ND TERRACE	72TE05	4414 TOMAHAWK RD	
4919	8188	R		Oak-Pin	23	STREET	4410	72ND TERRACE	72TE05		
674	8242	L		Oak-Pin	23	STREET		72ND TERRACE	72TE05		
321	8312	L		Oak-Pin	23	STREET	4415	72ND TERRACE	72TE05		
6075	8312	R		Oak-Pin	23	STREET	4418	72ND TERRACE	72TE05		
5613	8374	R		Oak-Pin	23	STREET	4500	72ND TERRACE	72TE05		
1496	8420	L	Northern Red Oak	rubra	23	STREET	4501	72ND TERRACE	72TE05		
2118	8438	L		Tuliptree	23	STREET	4511	72ND TERRACE	72TE05		
5265	8442	R		Oak-Pin	23	STREET	4510	72ND TERRACE	72TE05		
1027	8447	L		Oak-Pin	23	STREET	4511	72ND TERRACE	72TE05		
675	8519	L		Oak-Pin	23	STREET	4515	72ND TERRACE	72TE05		
4803	8520	R		Oak-Pin	23	STREET	4514	72ND TERRACE	72TE05		
6416	8572	R		Oak-Pin	23	STREET	4520	72ND TERRACE	72TE05		

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Tree Rec #	Street		Common Name	Species	DIST_CODE	LOC_CODE	Address	Street Name	Parent	V-Comments	Inspection Date
	Station	Side									
199	8592	L		Oak-Pin	23	STREET	4519	72ND TERRACE	72TE05		
5962	8628	R		Oak-Pin	23	STREET	4526	72ND TERRACE	72TE05		
1842	8675	L		Oak-Pin	23	STREET	4601	72ND TERRACE	72TE05		
5614	8714	R		Oak-Pin	23	STREET	4600	72ND TERRACE	72TE05		
1378	8764	L		Oak-Pin	23	STREET	4615	72ND TERRACE	72TE05		
5150	8780	R		Oak-Pin	23	STREET	4614	72ND TERRACE	72TE05		
557	8825	L		Oak-Pin	23	STREET	4615	72ND TERRACE	72TE05		
4804	8845	R		Oak-Pin	23	STREET	4622	72ND TERRACE	72TE05		
200	8891	L		Oak-Pin	23	STREET	4629	72ND TERRACE	72TE05		
6303	8906	R		Oak-Pin	23	STREET	4628	72ND TERRACE	72TE05		
1728	8965	L		Oak-Pin	23	STREET	4637	72ND TERRACE	72TE05		
5963	8966	R		Oak-Pin	23	STREET	4632	72ND TERRACE	72TE05		
9162	9045	R		Linden-Greenspire	23	STREET	4636	72ND TERRACE	72TE05		
1379	9046	L		Oak-Pin	23	STREET	4637	72ND TERRACE	72TE05		
5151	9062	R		Oak-Pin	23	STREET	4640	72ND TERRACE	72TE05		
4688	9107	R		Oak-Pin	23	STREET	4648	72ND TERRACE	72TE05		
911	9117	L		Oak-Pin	23	STREET	4641	72ND TERRACE	72TE05		
11813		L	Eastern Redbud	canadensis	23	STREET	4641	72ND TERRACE	72TE05		
6304	9179	R		Oak-Pin	23	STREET	4648	72ND TERRACE	72TE05		
1729	83	L		Oak-Pin	23	STREET	4601	72ND TERRACE	72TE06		
5848	126	R		Oak-Pin	23	STREET	4615	72ND TERRACE	72TE06		
1197	164	L		Elm-Chinese	23	ISLAND		72ND TERRACE	72TE06		
5035	187	R		Oak-Pin	23	ISLAND	4611	72ND TERRACE	72TE06		
4689	218	R		Oak-Pin	23	STREET	4609	72ND TERRACE	72TE06		
6192	242	R		Oak-Pin	23	STREET	4607	72ND TERRACE	72TE06		
5849	274	R		Oak-Pin	23	STREET	4605	72ND TERRACE	72TE06		
8433	275	R		Redbud-Unknown	23	STREET		72ND TERRACE	72TE06	CDS	

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Tree Rec #	Street		Common Name	Species	DIST_CODE	LOC_CODE	Address	Street Name	Parent	V-Comments	Inspection Date
	Station	Side									
5385	310	R		Oak-Pin	23	STREET	4603	72ND TERRACE	72TE06		
5137	6587	R		Oak-Pin	23	STREET	3900	73RD STREET	73ST08		
542	6610	L		Oak-Pin	23	STREET	3901	73RD STREET	73ST08		
4674	6636	R		Oak-Pin	23	STREET	3900	73RD STREET	73ST08		
73	6715	L		Oak-Pin	23	STREET	3909	73RD STREET	73ST08		
6290	6718	R		Oak-Pin	23	STREET	3906	73RD STREET	73ST08		
1715	6781	L		Oak-Pin	23	STREET	3915	73RD STREET	73ST08		
5834	6805	R		Tuliptree	23	STREET	3918	73RD STREET	73ST08		
1249	6857	L		Oak-Pin	23	STREET	3921	73RD STREET	73ST08		
5485	6864	R		Oak-Pin	23	STREET	3924	73RD STREET	73ST08		
5021	6922	R		Oak-Pin	23	STREET	3924	73RD STREET	73ST08		
4675	6991	R		Oak-Pin	23	STREET	4008	73RD STREET	73ST08		
898	7002	L		Oak-Pin	23	STREET	4005	73RD STREET	73ST08		
6178	7045	R		Oak-Pin	23	STREET	4010	73RD STREET	73ST08		
428	7073	L		Oak-Pin	23	STREET	4015	73RD STREET	73ST08		
5835	7116	R		Oak-Pin	23	STREET	4010	73RD STREET	73ST08		
74	7146	L		Oak-Pin	23	STREET	4019	73RD STREET	73ST08		
9729	7170	R		Gingko	23	STREET	4028	73RD STREET	73ST08		
9764	7170	R	Ginkgo, Maidenhair Tree	biloba	23	STREET	4028	73RD STREET	73ST08		
5371	7184	R		Oak-Pin	23	STREET	4018	73RD STREET	73ST08		
1599	7226	L		Oak-Pin	23	STREET	4025	73RD STREET	73ST08		
5022	7240	R		Oak-Pin	23	STREET	4024	73RD STREET	73ST08		
4561	7289	R		Oak-Pin	23	STREET	4024	73RD STREET	73ST08		
1250	7293	L		Oak-Pin	23	STREET	4101	73RD STREET	73ST08		
429	7440	L		Oak-Pin	23	STREET	4107	73RD STREET	73ST08		
5372	7490	R		Oak-Pin	23	STREET	4112	73RD STREET	73ST08		
1949	7508	L		Oak-Pin	23	STREET	4111	73RD STREET	73ST08		

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Tree Rec #	Street		Common Name	Species	DIST_CODE	LOC_CODE	Address	Street Name	Parent	V-Comments	Inspection Date
	Station	Side									
4909	7547	R		Oak-Pin	23	STREET	4118	73RD STREET	73ST08		
1600	7582	L		Oak-Pin	23	STREET	4117	73RD STREET	73ST08		
4562	7627	R		Oak-Black	23	STREET	4122	73RD STREET	73ST08		
1134	7653	L		Oak-Pin	23	STREET	4121	73RD STREET	73ST08		
6064	7654	R		Oak-Pin	23	STREET	4200	73RD STREET	73ST08		
780	7672	L		Oak-Pin	23	STREET	4201	73RD STREET	73ST08		
5254	7699	R		Oak-Pin	23	STREET	4128	73RD STREET	73ST08		
4910	7717	R		Oak-Pin	23	STREET	4206	73RD STREET	73ST08		
308	7730	L		Oak-Pin	23	STREET	4127	73RD STREET	73ST08		
1950	7736	L		Oak-Pin	23	STREET	4207	73RD STREET	73ST08		
1483	7773	L		Redbud-Eastern	23	STREET	4211	73RD STREET	73ST08		
6406	7773	R		Oak-Pin	23	STREET	4132	73RD STREET	73ST08		
6065	7786	R		Oak-Pin	23	STREET	4212	73RD STREET	73ST08		
1135	7792	L		Oak-Pin	23	STREET	4211	73RD STREET	73ST08		
661	7800	L		Oak-Pin	23	STREET	4133	73RD STREET	73ST08		
10223	7834	L	Eastern Redbud	canadensis	23	STREET	4211	73RD STREET	73ST08		
5602	7843	R		Oak-Pin	23	STREET	4138	73RD STREET	73ST08		
1828	7873	L		Oak-Pin	23	STREET	4141	73RD STREET	73ST08		
10208	7887	R	Sugar Maple	saccharum	23	STREET	4216	73RD STREET	73ST08		
5491	6844	R		Honeylocust-Thornles	23	STREET	3902	73RD TERRACE	73TE06		
1488	6880	L		Oak-Pin	23	STREET	3901	73RD TERRACE	73TE06		
5472	6893	R		Oak-Pin	23	STREET	3902	73RD TERRACE	73TE06		
666	6945	L		Oak-Pin	23	STREET	3907	73RD TERRACE	73TE06		
4681	6947	R		Oak-Pin	23	STREET	3912	73RD TERRACE	73TE06		
1833	7018	L		Oak-Pin	23	STREET	3917	73RD TERRACE	73TE06		
5377	7054	R		Oak-Pin	23	STREET	3916	73RD TERRACE	73TE06		
1018	7078	L		Oak-Pin	23	STREET	3923	73RD TERRACE	73TE06		

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Tree Rec #	Street		Common Name	Species	DIST_CODE	LOC_CODE	Address	Street Name	Parent	V-Comments	Inspection Date
	Station	Side									
4567	7117	R		Oak-Pin	23	STREET	3926	73RD TERRACE	73TE06		
190	7145	L		Oak-Pin	23	STREET	4001	73RD TERRACE	73TE06		
5840	7176	R		Oak-Pin	23	STREET	4006	73RD TERRACE	73TE06		
1370	7208	L		Oak-Pin	23	STREET	4007	73RD TERRACE	73TE06		
5723	7244	R		Oak-Pin	23	STREET	4006	73RD TERRACE	73TE06		
1832	7275	L		Oak-Pin	23	STREET	4013	73RD TERRACE	73TE06		
5027	7300	R		Oak-Pin	23	STREET	4012	73RD TERRACE	73TE06		
1017	7338	L		Oak-Pin	23	STREET	4017	73RD TERRACE	73TE06		
6184	7379	R		Maple-Red	23	STREET	4016	73RD TERRACE	73TE06		
189	7404	L		Oak-Pin	23	STREET	4021	73RD TERRACE	73TE06		
5841	7447	R		Oak-Pin	23	STREET	4022	73RD TERRACE	73TE06		
5028	7512	R		Oak-Pin	23	STREET	4100	73RD TERRACE	73TE06		
11828		L	Frontier Elm	minor x parvifolia	23	STREET	4103	73RD TERRACE	73TE06		
547	7526	L		Oak-Pin	23	STREET	4107	73RD TERRACE	73TE06		
5378	7573	R		Oak-Pin	23	STREET	4116	73RD TERRACE	73TE06		
1720	7586	L		Oak-Pin	23	STREET	4111	73RD TERRACE	73TE06		
6185	7641	R		Oak-Pin	23	STREET	4116	73RD TERRACE	73TE06		
903	7654	L		Oak-Pin	23	STREET	4117	73RD TERRACE	73TE06		
7484	7718	R		Oak-White Swamp	23	STREET	4118	73RD TERRACE	73TE06		
548	7727	L		Oak-Pin	23	STREET	4119	73RD TERRACE	73TE06		
4779	7764	R		Maple-Sugar	23	STREET	4122	73RD TERRACE	73TE06		
79	7792	L		Oak-Pin	23	STREET	4125	73RD TERRACE	73TE06		
9907	7825	R	Swamp White Oak	bicolor	23	STREET	4130	73RD TERRACE	73TE06		
1480	7852	L		Oak-White Swamp	23	STREET	4131	73RD TERRACE	73TE06		
5589	7888	R		Oak-Pin	23	STREET	4200	73RD TERRACE	73TE06		
1721	7921	L		Oak-Pin	23	STREET	4201	73RD TERRACE	73TE06		
5123	7950	R		Oak-Pin	23	STREET	4206	73RD TERRACE	73TE06		

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Tree Rec #	Street		Common Name	Species	DIST_CODE	LOC_CODE	Address	Street Name	Parent	V-Comments	Inspection Date
	Station	Side									
1255	7980	L		Linden-American	23	STREET	4207	73RD TERRACE	73TE06		
4780	8006	R		Oak-Pin	23	STREET	4212	73RD TERRACE	73TE06		
904	8010	L		Oak-Pin	23	STREET	4207	73RD TERRACE	73TE06		
6276	8070	R		Oak-Pin	23	STREET	4216	73RD TERRACE	73TE06		
9969	8075	L	Ginkgo, Maidenhair Tree	biloba	23	STREET	4215	73RD TERRACE	73TE06		
80	8124	L		Oak-Pin	23	STREET	4217	73RD TERRACE	73TE06		
5471	8127	R		Oak-Pin	23	STREET	4220	73RD TERRACE	73TE06		
1605	8184	L		Oak-Pin	23	STREET	4223	73RD TERRACE	73TE06		
5124	8187	R	Pin Oak	palustris	23	STREET	4224	73RD TERRACE	73TE06		
4661	8251	R		Oak-Pin	23	STREET	4228	73RD TERRACE	73TE06		
1256	8255	L		Oak-Pin	23	STREET	4229	73RD TERRACE	73TE06		
785	8308	L		Maple-Red	23	STREET	4233	73RD TERRACE	73TE06		
5365	8330	R		Hackberry-Common	23	STREET	4232	73RD TERRACE	73TE06		
5821	8369	R		Oak-Pin	23	STREET	4236	73RD TERRACE	73TE06		
435	8411	L		Oak-Pin	23	STREET	4243	73RD TERRACE	73TE06		
5936	8434	R		Oak-Pin	23	STREET		73RD TERRACE	73TE06	7219 VILLAGE DR	
1955	10	L		Maple-Mountain	23	STREET	4501	VILLAGE DRIVE NORTH	74PL01		
5008	35	R		Oak-Pin	23	STREET	4500	VILLAGE DRIVE NORTH	74PL01		
1606	123	L		Maple-Sugar	23	STREET	4501	VILLAGE DRIVE NORTH	74PL01		
4662	133	R		Oak-Pin	23	STREET	4500	VILLAGE DRIVE NORTH	74PL01		
6166	193	R		Sweetgum	23	STREET	4500	VILLAGE DRIVE NORTH	74PL01		
5822	254	R		Maple-Sugar	23	STREET	4508	VILLAGE DRIVE NORTH	74PL01		
786	258	L		Sweetgum	23	STREET	4509	VILLAGE DRIVE NORTH	74PL01		
5360	316	R		Oak-Pin	23	STREET	4514	VILLAGE DRIVE NORTH	74PL01		
314	330	L		Locust-Black	23	STREET	4515	VILLAGE DRIVE NORTH	74PL01		
1956	387	L		Oak-Pin	23	STREET	4519	VILLAGE DRIVE NORTH	74PL01		
1489	455	L		Maple-Sugar	23	STREET	4525	VILLAGE DRIVE NORTH	74PL01		

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	Station	Side									
4549	461	R		Oak-Pin	23	STREET	4524	VILLAGE DRIVE NORTH	74PL01		
1141	493	L		Maple-Sugar	23	STREET	4525	VILLAGE DRIVE NORTH	74PL01		
6167	514	R		Maple-Sugar	23	STREET	4530	VILLAGE DRIVE NORTH	74PL01		
667	535	L		Maple-Sugar	23	STREET	4531	VILLAGE DRIVE NORTH	74PL01		
5705	560	R		Oak-Pin	23	STREET	4530	VILLAGE DRIVE NORTH	74PL01		
315	575	L		Maple-Sugar	23	STREET	4531	VILLAGE DRIVE NORTH	74PL01		
4898	609	R		Maple-Sugar	23	STREET	4530	VILLAGE DRIVE NORTH	74PL01		
1834	616	L		Sycamore	23	STREET	4531	VILLAGE DRIVE NORTH	74PL01		
4899	6704	R		Oak-Pin	23	STREET	3900	74TH STREET	74ST06		
1004	6717	L		Oak-Black	23	STREET	3901	74TH STREET	74ST06		
4552	6783	R		Oak-Pin	23	STREET	3908	74TH STREET	74ST06		
533	6795	L		Oak-Pin	23	STREET	3905	74TH STREET	74ST06		
6054	6850	R		Oak-Pin	23	STREET	3914	74TH STREET	74ST06		
176	6860	L		Oak-Pin	23	STREET	3911	74TH STREET	74ST06		
1706	6924	L		Oak-Pin	23	STREET	3917	74TH STREET	74ST06		
5244	6977	R		Oak-Pin	23	STREET	4000	74TH STREET	74ST06		
1356	6995	L		Oak-Pin	23	STREET	4001	74TH STREET	74ST06		
4900	7044	R		Oak-Pin	23	STREET	4008	74TH STREET	74ST06		
889	7066	L		Oak-Pin	23	STREET	4005	74TH STREET	74ST06		
6396	7108	R		Oak-Pin	23	STREET	4014	74TH STREET	74ST06		
534	7134	L		Oak-Pin	23	STREET	4009	74TH STREET	74ST06		
6055	7171	R		Oak-Pin	23	STREET	4018	74TH STREET	74ST06		
66	7205	L		Oak-Pin	23	STREET	4017	74TH STREET	74ST06		
5592	7253	R		Oak-Pin	23	STREET	4024	74TH STREET	74ST06		
1707	7268	L		Oak-Pin	23	STREET	4021	74TH STREET	74ST06		
5245	7323	R		Oak-Pin	23	STREET	4100	74TH STREET	74ST06		
1242	7326	L		Oak-Pin	23	STREET	4101	74TH STREET	74ST06		

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	Station	Side									
890	7388	L		Oak-Pin	23	STREET	4109	74TH STREET	74ST06		
4782	7397	R		Oak-Pin	23	STREET	4108	74TH STREET	74ST06		
421	7462	L		Oak-Pin	23	STREET	4115	74TH STREET	74ST06		
6397	7492	R		Oak-Pin	23	STREET	4114	74TH STREET	74ST06		
67	7522	L		Oak-Pin	23	STREET	4121	74TH STREET	74ST06		
5940	7575	R		Oak-Pin	23	STREET	4120	74TH STREET	74ST06		
1243	7646	L		Oak-Pin	23	STREET	4201	74TH STREET	74ST06		
5593	7650	R		Oak-Pin	23	STREET	4126	74TH STREET	74ST06		
5127	7715	R		Oak-Pin	23	STREET	4200	74TH STREET	74ST06		
773	7720	L		Oak-Pin	23	STREET	4207	74TH STREET	74ST06		
4783	7779	R		Oak-Pin	23	STREET	4206	74TH STREET	74ST06		
422	7799	L		Oak-Pin	23	STREET	4211	74TH STREET	74ST06		
6280	7843	R		Oak-Pin	23	STREET	4210	74TH STREET	74ST06		
1942	7852	L		Oak-Pin	23	STREET	4211	74TH STREET	74ST06		
5941	7915	R		Oak-Pin	23	STREET	4216	74TH STREET	74ST06		
1593	7930	L		Oak-Pin	23	STREET	4221	74TH STREET	74ST06		
5474	7979	R		Oak-Pin	23	STREET	4220	74TH STREET	74ST06		
1127	7993	L		Oak-Pin	23	STREET	4227	74TH STREET	74ST06		
5128	8043	R		Oak-Pin	23	STREET	4226	74TH STREET	74ST06		
774	8064	L		Oak-Pin	23	STREET	4231	74TH STREET	74ST06		
4665	8107	R		Oak-Pin	23	STREET	4230	74TH STREET	74ST06		
300	8139	L		Oak-Pin	23	STREET	4237	74TH STREET	74ST06		
7106	8170	R		Maple-Fall Fiesta	23	STREET	4236	74TH STREET	74ST06		
1943	8203	L		Oak-Pin	23	STREET	4301	74TH STREET	74ST06		
5825	8239	R		Oak-Pin	23	STREET	4300	74TH STREET	74ST06		
1475	8268	L		Oak-Pin	23	STREET	4307	74TH STREET	74ST06		
5011	8305	R		Oak-Pin	23	STREET	4306	74TH STREET	74ST06		

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Tree Rec #	Street		Common Name	Species	DIST_CODE	LOC_CODE	Address	Street Name	Parent	V-Comments	Inspection Date
	Station	Side									
1128	8337	L		Oak-Pin	23	STREET	4311	74TH STREET	74ST06		
5475	8371	R		Oak-Pin	23	STREET	4312	74TH STREET	74ST06		
653	8407	L		Oak-Pin	23	STREET	4317	74TH STREET	74ST06		
6237	8432	R		Oak-Pin	23	STREET		74TH STREET	74ST06	7239 VILLAGE DR	
10178	8583	L	TULIP TREE	TULIP TREE	23	STREET		74TH STREET	74ST07	7400 VILLAGE DRIVE	
1594	5686	L		Maple-Sugar	23	STREET	3903	74TH TERRACE	74TE03		
5710	5705	R		Maple-Sugar	23	STREET		74TH TERRACE	74TE03	7410 Mission Rd	
4902	5735	R		Sweetgum	23	STREET		74TH TERRACE	74TE03	7410 Mission Rd	
1245	5753	L		Maple-Silver	23	STREET	3903	74TH TERRACE	74TE03		
6398	5779	R		Maple-Sugar	23	STREET	3908	74TH TERRACE	74TE03		
6057	5806	R		Maple-Sugar	23	STREET	3918	74TH TERRACE	74TE03		
5594	5843	R		Maple-Sugar	23	STREET	3914	74TH TERRACE	74TE03		
5247	5902	R		Oak-Pin	23	STREET	3918	74TH TERRACE	74TE03		
775	5902	L		Oak-Pin	23	STREET	3919	74TH TERRACE	74TE03		
424	5923	L		Oak-Pin	23	STREET	3919	74TH TERRACE	74TE03		
4784	5972	R		Maple-Sugar	23	STREET	4002	74TH TERRACE	74TE03		
5595	6034	R		Maple-Sugar	23	STREET	4010	74TH TERRACE	74TE03		
5129	6061	R		Redbud-Eastern	23	STREET	4408	74TH TERRACE	74TE03		
1944	6077	L		Sweetgum	23	STREET	4011	74TH TERRACE	74TE03		
4785	6100	R		Maple-Sugar	23	STREET	4014	74TH TERRACE	74TE03		
1595	6120	L		Oak-Pin	23	STREET	4015	74TH TERRACE	74TE03		
6282	6177	R		Oak-Pin	23	STREET	4018	74TH TERRACE	74TE03		
5943	6226	R		Maple-Sugar	23	STREET	4022	74TH TERRACE	74TE03		
1129	6226	L		Maple-Sugar	23	STREET	4019	74TH TERRACE	74TE03		
5476	6277	R		Maple-Sugar	23	STREET	4022	74TH TERRACE	74TE03		
776	6287	L		Maple-Sugar	23	STREET	4103	74TH TERRACE	74TE03		
5477	6313	R		Maple-Norway	23	STREET	4102	74TH TERRACE	74TE03		

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Tree Rec #	Street		Common Name	Species	DIST_CODE	LOC_CODE	Address	Street Name	Parent	V-Comments	Inspection Date
	Station	Side									
302	6353	L		Maple-Sugar	23	STREET	4111	74TH TERRACE	74TE03		
5130	6377	R		Oak-Pin	23	STREET	4110	74TH TERRACE	74TE03		
5827	6449	R		Viburnum-Mapleleaf	23	STREET	4114	74TH TERRACE	74TE03		
1477	6481	L		Maple-Sugar	23	STREET	4119	74TH TERRACE	74TE03		
9793	6531	L	Yellowwood	kentukea	23	STREET	4123	74TH TERRACE	74TE03		
6172	6565	R		Maple-Sugar	23	STREET	4118	74TH TERRACE	74TE03		
4555	6599	R		Maple-Red	23	STREET	4208	74TH TERRACE	74TE03		
303	6632	L		Dogwood-Unknown	23	STREET	4211	74TH TERRACE	74TE03		
5711	6667	R		Maple-Sugar	23	STREET	4214	74TH TERRACE	74TE03		
4556	6719	R		Oak-Pin	23	STREET	4300	74TH TERRACE	74TE03		
10160	6765	L	Sugar Maple	saccharum	23	STREET	4301	74TH TERRACE	74TE03		
4904	6813	R		Oak-Pin	23	STREET	4308	74TH TERRACE	74TE03		
656	6817	L		Oak-Pin	23	STREET	4301	74TH TERRACE	74TE03		
5249	6883	R		Maple-Norway	23	STREET	4314	74TH TERRACE	74TE03		
9794	6942	R	Sugar Maple	saccharum	23	STREET	4318	74TH TERRACE	74TE03		
179	6949	L		Oak-Pin	23	STREET	4315	74TH TERRACE	74TE03		
1823	7045	L		Maple-Sugar	23	STREET	4401	74TH TERRACE	74TE03		
4787	7095	R		Redbud-Eastern	23	STREET	4408	74TH TERRACE	74TE03		
802	7118	L		Maple-Sugar Bonfire	23	STREET	4401	74TH TERRACE	74TE03		
1359	7122	L		Smoketree	23	STREET	4401	74TH TERRACE	74TE03		
4041	7143	L		Oak-Pin	23	STREET	4415	74TH TERRACE	74TE03		
5945	7144	R		Maple-Sugar	23	STREET	4414	74TH TERRACE	74TE03		
5132	7148	R		Viburnum-Mapleleaf	23	STREET	4414	74TH TERRACE	74TE03		
6285	7167	R		Oak-Pin	23	STREET	4414	74TH TERRACE	74TE03		
5829	7172	R		Oak-Unknown	23	STREET	4414	74TH TERRACE	74TE03		
1008	7181	L		Oak-Pin	23	STREET	4415	74TH TERRACE	74TE03		
5479	7196	R		Maple-Sugar	23	STREET	4418	74TH TERRACE	74TE03		

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	Station	Side									
5015	7201	R		Viburnum-Mapleleaf	23	STREET	4418	74TH TERRACE	74TE03		
537	7215	L		Oak-Pin	23	STREET	4415	74TH TERRACE	74TE03		
4652	7231	R		Oak-Pin	23	STREET	4418	74TH TERRACE	74TE03		
9180	7412	R		Ash-White	23	STREET	4508	74TH TERRACE	74TE03		
6284	7440	R		Maple-Amur	23	STREET	4508	74TH TERRACE	74TE03		
5813	7471	R		Oak-Pin	23	STREET	4514	74TH TERRACE	74TE03		
6943	7477	R		Oak-Pin	23	STREET	4514	74TH TERRACE	74TE03		
1710	7477	L		Oak-Pin	23	STREET	4515	74TH TERRACE	74TE03		
5350	7574	R		Maple-Sugar Bonfire	23	STREET	4518	74TH TERRACE	74TE03		
893	7577	L		Oak-Pin	23	STREET	4519	74TH TERRACE	74TE03		
5000	7637	R		Oak-White	23	STREET	4524	74TH TERRACE	74TE03		
5696	7680	R		Maple-Sugar	23	STREET	4524	74TH TERRACE	74TE03		
69	7692	L		Oak-Pin	23	STREET		74TH TERRACE	74TE03	7415 Village Dr.	
11370	6545	R	Goldenrain Tree	paniculata	23	PARK	3900	75TH STREET	75ST03	CARROLL PLAZA	
11369	6553	R	Goldenrain Tree	paniculata	23	PARK	3900	75TH STREET	75ST03	CARROLL PLAZA	
11394	6554	R	Eastern Redcedar	virginiana	23	PARK	3900	75TH STREET	75ST03	CARROLL PLAZA	
11393	6559	R	Eastern Redcedar	virginiana	23	PARK	3900	75TH STREET	75ST03	CARROLL PLAZA	
11392	6564	R	Eastern Redcedar	virginiana	23	PARK	3900	75TH STREET	75ST03	CARROLL PLAZA	
11391	6569	R	Eastern Redcedar	virginiana	23	PARK	3900	75TH STREET	75ST03	CARROLL PLAZA	
11390	6574	R	Eastern Redcedar	virginiana	23	PARK	3900	75TH STREET	75ST03	CARROLL PLAZA	
11382	6576	R	Crabapple	spp.	23	PARK	3900	75TH STREET	75ST03	CARROLL PLAZA	
11389	6579	R	Eastern Redcedar	virginiana	23	PARK	3900	75TH STREET	75ST03	CARROLL PLAZA	
11720	6579	R	Ginkgo, Maidenhair Tree	biloba	23	PARK	3900	75TH STREET	75ST03	CARROLL PLAZA	
11376	6582	R	Swamp White Oak	bicolor	23	PARK	3900	75TH STREET	75ST03	CARROLL PLAZA	
11388	6584	R	Eastern Redcedar	virginiana	23	PARK	3900	75TH STREET	75ST03	CARROLL PLAZA	
11668	6593	R	Redcedar/juniper Spp.	spp.	23	PARK	3900	75TH STREET	75ST03	CARROLL PLAZA	
11383	6597	R	Eastern Redcedar	virginiana	23	PARK	3900	75TH STREET	75ST03	CARROLL PLAZA	

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Tree Rec #	Street		Common Name	Species	DIST_CODE	LOC_CODE	Address	Street Name	Parent	V-Comments	Inspection Date
	Station	Side									
11384	6597	R	Eastern Redcedar	virginiana	23	PARK	3900	75TH STREET	75ST03	CARROLL PLAZA	
11377	6597	R	Eastern Redcedar	virginiana	23	PARK	3900	75TH STREET	75ST03	CARROLL PLAZA	
11378	6597	R	Eastern Redcedar	virginiana	23	PARK	3900	75TH STREET	75ST03	CARROLL PLAZA	
11379	6597	R	Eastern Redcedar	virginiana	23	PARK	3900	75TH STREET	75ST03	CARROLL PLAZA	
11381	6597	R	Eastern Redcedar	virginiana	23	PARK	3900	75TH STREET	75ST03	CARROLL PLAZA	
11372	6597	R	Eastern Redcedar	virginiana	23	PARK	3900	75TH STREET	75ST03	CARROLL PLAZA	
11373	6597	R	Eastern Redcedar	virginiana	23	PARK	3900	75TH STREET	75ST03	CARROLL PLAZA	
11374	6597	R	Eastern Redcedar	virginiana	23	PARK	3900	75TH STREET	75ST03	CARROLL PLAZA	
11375	6597	R	Eastern Redcedar	virginiana	23	PARK	3900	75TH STREET	75ST03	CARROLL PLAZA	
4541	8610	R		Osage-Orange	23	STREET	4524	75TH STREET	75ST03		
6820	150	R		Viburnum-Mapleleaf	23	STREET	7108	ALHAMBRA STREET	ALST01		
6819	212	R		Viburnum-Mapleleaf	23	STREET	7116	ALHAMBRA STREET	ALST01		
3726	278	L		Viburnum-Mapleleaf	23	STREET	7119	ALHAMBRA STREET	ALST01		
6817	441	R		Oak-Unknown	23	STREET	7134	ALHAMBRA STREET	ALST01		
9056	588	R		Crabapple-Snowdrift	23	STREET	7140	ALHAMBRA STREET	ALST01		
3138	706	L		Viburnum-Mapleleaf	23	STREET		ALHAMBRA STREET	ALST01	7175 Buena Vista	
8569	58	R	Oak-Pin	palustris	23	STREET	7101	VILLAGE DRIVE	BUVI01	TREE LOCATED ON BUENA VISTA	
2089	71	L	Oak-Pin	Quercus palustris	23	STREET	7101	BUENA VISTA STREET	BUVI01		
8000	95	R	Oak-Pin	Quercus palustris	23	STREET		BUENA VISTA STREET	BUVI01	7101 Village Drive	
7243	135	R	Oak-Pin	Quercus palustris	23	STREET		BUENA VISTA STREET	BUVI01	7101 Village Drive	
4142	147	L	Oak-Pin	Quercus palustris	23	STREET	7109	BUENA VISTA STREET	BUVI01		
6668	205	R	Oak-Pin	Quercus palustris	23	STREET	7112	BUENA VISTA STREET	BUVI01		
8570	290	R	Oak-Pin	Quercus palustris	23	STREET	7118	BUENA VISTA STREET	BUVI01		
3123	295	L	Oak-Pin	Quercus palustris	23	STREET	7119	BUENA VISTA STREET	BUVI01		
2536	329	L	Red Maple	Acer rubrum	23	STREET	7119	BUENA VISTA STREET	BUVI01		
7816	355	R	Oak-Pin	Quercus palustris	23	STREET	7124	BUENA VISTA STREET	BUVI01		
3291	370	L	Maple-Red Sunset	Acer rubrum	23	STREET	7125	BUENA VISTA STREET	BUVI01		

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	Station	Side									
7244	415	R	Oak-Pin	Quercus palustris	23	STREET	7130	BUENA VISTA STREET	BUVI01		
4005	457	L	Oak-Pin	Quercus palustris	23	STREET	7135	BUENA VISTA STREET	BUVI01		
6481	477	R	Oak-Pin	Quercus palustris	23	STREET	7136	BUENA VISTA STREET	BUVI01		
9141	552	R	Oak-Pin	Quercus palustris	23	STREET	7140	BUENA VISTA STREET	BUVI01		
3565	558	L	Oak-Pin	Quercus palustris	23	STREET	7141	BUENA VISTA STREET	BUVI01		
8247	604	R	Maple-Sugar	Acer saccharum	23	STREET	7142	BUENA VISTA STREET	BUVI01		
2976	650	L	Oak-Pin	Quercus palustris	23	STREET		BUENA VISTA STREET	BUVI01	7140 Alhambra	
7817	675	R	Oak-Pin	Quercus palustris	23	STREET	7148	BUENA VISTA STREET	BUVI01		
2537	730	L	Oak-Pin	Quercus palustris	23	STREET		BUENA VISTA STREET	BUVI01	7140 Alhambra	
7056	735	R	Oak-Pin	Quercus palustris	23	STREET	7154	BUENA VISTA STREET	BUVI01		
6482	801	R	Oak-Pin	Quercus palustris	23	STREET	7160	BUENA VISTA STREET	BUVI01		
8952	870	R	Oak-Pin	Quercus palustris	23	STREET	7164	BUENA VISTA STREET	BUVI01		
2045	907	L	Oak-Pin	Quercus palustris	23	STREET	7175	BUENA VISTA STREET	BUVI01		
8385	937	R	Oak-Pin	Quercus palustris	23	STREET	7168	BUENA VISTA STREET	BUVI01		
3958	985	L	Oak-Pin	Quercus palustris	23	STREET	7175	BUENA VISTA STREET	BUVI01		
7627	994	R	Oak-Pin	Quercus palustris	23	STREET	7174	BUENA VISTA STREET	BUVI01		
3521	1020	L	Oak-Pin	Quercus palustris	23	STREET	7175	BUENA VISTA STREET	BUVI01		
7057	1062	R	Oak-Pin	Quercus palustris	23	STREET	7178	BUENA VISTA STREET	BUVI01		
2931	1132	L	Oak-Pin	Quercus palustris	23	STREET	7181	BUENA VISTA STREET	BUVI01		
9515	1135	R	Oak-Pin	Quercus palustris	23	STREET	7184	BUENA VISTA STREET	BUVI01		
7350	4837	R		Oak-White	23	STREET		DELMAR ROAD	DELR02	4301 W 74th Terr	
2683	4868	L		Oak-White	23	STREET		DELMAR ROAD	DELR02	4211 W 74TH TERR	
6587	4919	R		Oak-White	23	STREET	7406	DELMAR ROAD	DELR02		
2093	4952	L		Oak-White	23	STREET	7407	DELMAR ROAD	DELR02		
9243	4987	R		Oak-White	23	STREET	7410	DELMAR ROAD	DELR02		
4146	5029	L		Oak-White	23	STREET	7411	DELMAR ROAD	DELR02		
8486	5047	R		Oak-White	23	STREET	7412	DELMAR ROAD	DELR02		

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	Station	Side									
3568	5107	L		Oak-White	23	STREET	7415	DELMAR ROAD	DELR02		
7923	5112	R		Oak-White	23	STREET	7416	DELMAR ROAD	DELR02		
7161	5166	R		Oak-White	23	STREET	7420	DELMAR ROAD	DELR02		
3127	5181	L		Oak-White	23	STREET		DELMAR ROAD	DELR02	7421 DELMAR	
6588	5196	R		Oak-White	23	STREET		DELMAR ROAD	DELR02	7420 DELMAR	
2603	4969	L		Maple-Red	23	STREET		EL MONTE STREET	ELST03	4315 West 74th Ter	
9036	4973	R		Locust-Black	23	STREET		EL MONTE STREET	ELST03	4401 W 74TH TER	
2158	5051	L		Maple-Red	23	STREET		EL MONTE STREET	ELST03	4315 West 74th Ter	
8279	5081	R		Maple-Autumn Glory	23	STREET	7404	EL MONTE STREET	ELST03		
9921	5094	L	TULIP TREE	TULIP TREE	23	STREET	7405	EL MONTE STREET	ELST03		
9814	5094	L	TULIP TREE	TULIP TREE	23	STREET	7405	EL MONTE STREET	ELST03		
7711	5115	R		Linden-American	23	STREET	7408	EL MONTE STREET	ELST03		
3633	5164	L		Oak-Pin	23	STREET	7409	EL MONTE STREET	ELST03		
7041	5190	R		Maple-Mountain	23	STREET	7412	EL MONTE STREET	ELST03		
9776	5236	L	TULIP	TULIP TREE	23	STREET	7415	EL MONTE STREET	ELST03		
9747	5236	L		Tulip Tree	23	STREET	7415	EL MONTE STREET	ELST03		
6947	5253	R		Locust-Black	23	STREET	7416	EL MONTE STREET	ELST03		
2012	5330	L		Locust-Black	23	STREET	7419	EL MONTE STREET	ELST03		
4072	5374	L		Oak-Pin	23	STREET	7423	EL MONTE STREET	ELST03		
9600	5385	R		Oak-Pin	23	STREET	7424	EL MONTE STREET	ELST03		
3490	5452	L		Oak-Pin	23	STREET	7429	EL MONTE STREET	ELST03		
8847	5459	R		Maple-Autumn Glory	23	STREET	7428	EL MONTE STREET	ELST03		
3048	5480	L		Sweetgum	23	STREET	7429	EL MONTE STREET	ELST03		
10238	5535	L	Kentucky Coffeetree	dioicus	23	STREET	7433	EL MONTE STREET	ELST03		
9815	5540	L	Honeylocust	triacanthos	23	STREET	7433	EL MONTE STREET	ELST03		
8453	4333	R		Oak-Pin	23	STREET	7400	FONTANA STREET	FORD02		
11859			Blackgum	sylvatica	23	STREET	7404	FONTANA ROAD	FORD02		

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	Station	Side									
3275	4360	L		Oak-Pin	23	STREET		FONTANA STREET	FORD02	4315 W 74TH TER	
7891	4379	R		Maple-Sugar	23	STREET		FONTANA STREET	FORD02	4315 W 74TH TER	
2835	4408	L		Maple-Sugar	23	STREET	7405	FONTANA STREET	FORD02		
8454	4638	R		Maple-Sugar	23	STREET	7412	FONTANA STREET	FORD02		
9992	4640	L	Sugar Maple	saccharum	23	STREET	7415	FONTANA ROAD	FORD02		
9797	4691	R	Littleleaf Linden	cordata	23	STREET	7416	FONTANA ROAD	FORD02		
7698	4704	R		Maple-Sugar	23	STREET	7416	FONTANA STREET	FORD02		
3276	4743	L		Maple-Sugar	23	STREET	7417	FONTANA STREET	FORD02		
7128	4795	R		Maple-Sugar	23	STREET		FONTANA STREET	FORD02	4500 W 74TH PL	
2686	4809	L		Maple-Sugar	23	STREET	7421	FONTANA STREET	FORD02		
2241	4839	L		Maple-Red	23	STREET	7421	FONTANA STREET	FORD02		
6556	4889	R		Redbud-Eastern	23	ISLAND		FONTANA STREET	FORD02		
9023	4890	R		Redbud-Eastern	23	ISLAND		FONTANA STREET	FORD02		
1431	4894	L		Ginkgo-Unknown	23	STREET	7425	FONTANA STREET	FORD02		
3717	4971	L		Maple-Sugar	23	STREET	7429	FONTANA STREET	FORD02		
9587	5033	R		Oak-Pin	23	STREET	7432	FONTANA STREET	FORD02		
2240	5044	L		Maple-Red	23	STREET	7433	FONTANA STREET	FORD02		
412	5065	L		Maple-Red	23	STREET	7433	FONTANA STREET	FORD02		
9798	5090	R	Sugar Maple	saccharum	23	STREET	7436	FONTANA ROAD	FORD02		
2097	5122	L		Maple-Sugar	23	STREET	7437	FONTANA STREET	FORD02		
8266	5179	R		Maple-Sugar	23	STREET	7440	FONTANA STREET	FORD02		
2120	5208	L		Maple-Shantung	23	STREET	7441	FONTANA STREET	FORD02		
7870	5213	R		Maple-Sugar	23	STREET	7440	FONTANA STREET	FORD02		
10291	5879	R	Honeylocust	triacanthos	23	STREET	7112	MISSION ROAD	MIRD05		
10292	6144	R	Swamp White Oak	bicolor	23	STREET	7136	MISSION ROAD	MIRD05		
10293	6271	R	Honeylocust	triacanthos	23	STREET	7146	MISSION ROAD	MIRD05		
10294	6427	R	LEGEND LINDEN	LEGEND LINDEN	23	STREET		MISSION ROAD	MIRD05	7181 BUENA VISTA	

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	Station	Side									
10295	6554	R	Swamp White Oak	bicolor	23	STREET		MISSION ROAD	MIRD05	7184 BUENA VISTA	
10296	6580	R	Swamp White Oak	bicolor	23	STREET		MISSION ROAD	MIRD05	7184 BUENA VISTA	
10297	6668	R	ALLEE ELM	ALLEE ELM	23	STREET		MISSION ROAD	MIRD05	3902 W 72ND TERRACE	
10298	6701	R	Chinkapin Oak	muehlenbergii	23	STREET		MISSION ROAD	MIRD05	3902 W 72ND TERRACE	
10299	6850	R	IMPERIAL ELM	IMPERIAL ELM	23	STREET		MISSION ROAD	MIRD05	3903 W 72ND TERRACE	
10300	6887	R	IMPERIAL ELM	IMPERIAL ELM	23	STREET		MISSION ROAD	MIRD05	3903 W 72ND TERRACE	
10301	7006	R	Tupelo Spp.	spp.	23	STREET		MISSION ROAD	MIRD05	3900 W 73RD STREET	
10302	7167	R	Honeylocust	triacanthos	23	STREET		MISSION ROAD	MIRD05	3901 W 73RD STREET	
10303	7197	R	Swamp White Oak	bicolor	23	STREET		MISSION ROAD	MIRD05	3901 W 73RD STREET	
10304	7277	R	ESPRESSO COFFEE	ESPRESSO COFFEE	23	STREET		MISSION ROAD	MIRD05	3900 W 73RD TERRACE	
10305	7330	R	LEGEND LINDEN	LEGEND LINDEN	23	STREET		MISSION ROAD	MIRD05	3900 W 73RD TERRACE	
10306	7505	R	LEGEND LINDEN	LEGEND LINDEN	23	STREET		MISSION ROAD	MIRD05	3901 W 73RD TERRACE	
10307	7576	R	ESPRESSO COFFEE	ESPRESSO COFFEE	23	STREET		MISSION ROAD	MIRD05	3900 W 74TH STREET	
10311	7645	R	Tupelo Spp.	spp.	23	STREET		MISSION ROAD	MIRD05	3901 W 74TH STREET	
10308	7738	R	Swamp White Oak	bicolor	23	STREET		MISSION ROAD	MIRD05	3911 W 74TH STREET	
10309	7760	R	Chinkapin Oak	muehlenbergii	23	STREET		MISSION ROAD	MIRD05	3901 W 74TH STREET	
10310	7895	R	Chinkapin Oak	muehlenbergii	23	STREET		MISSION ROAD	MIRD05	3900 W 74TH TERRACE	
9928	5546	L	Sugar Maple	saccharum	23	STREET	7101	ROE AVENUE	ROAV05		
2504	5616	L	Pin Oak	palustris	23	STREET	7105	ROE AVENUE	ROAV05		
3971	5660	L		Oak-Pin	23	STREET	7105	ROE AVENUE	ROAV05		
3386	5705	L		Oak-Black	23	STREET	7115	ROE AVENUE	ROAV05		
2943	5749	L		Oak-Pin	23	STREET	7115	ROE AVENUE	ROAV05		
4403	5790	L		Oak-Black	23	STREET	7115	ROE AVENUE	ROAV05		
11812		L	Urban Sunset Maple	platanoides	23	STREET	4635	72ND STREET	ROAV05		
3387	5977	L		Oak-Red	23	STREET	7211	ROE AVENUE	ROAV05		
2351	6048	L		Oak-Pin	23	STREET		ROE AVENUE	ROAV05	4648 W 72nd Terr	
4253	6089	L		Oak-Pin	23	STREET		ROE AVENUE	ROAV05	4648 W 72ND TERR	

AREA 23

Tree Rec #	Street		Common Name	Species	DIST_CODE	LOC_CODE	Address	Street Name	Parent	V-Comments	Inspection Date
	Station	Side									
3824	6180	L		Oak-Red	23	STREET		ROE AVENUE	ROAV05	4641 W 72ND TERR	
3233	6326	L		Oak-Black	23	STREET	7237	ROE AVENUE	ROAV05		
2795	6342	L		Oak-Red	23	STREET	7241	ROE AVENUE	ROAV05		
2197	6424	L		Oak-Red	23	STREET	7245	ROE AVENUE	ROAV05		
4254	6478	L		Oak-Red	23	STREET	7251	ROE AVENUE	ROAV05		
3166	6516	L		Oak-Red	23	STREET	7255	ROE AVENUE	ROAV05		
3673	6554	L		Sweetgum	23	STREET	7255	ROE AVENUE	ROAV05		
3234	6605	L		Oak-Red	23	STREET	7261	ROE AVENUE	ROAV05		
2643	6649	L		Oak-Red	23	STREET	7265	ROE AVENUE	ROAV05		
2198	6726	L		Oak-Red	23	STREET	7271	ROE AVENUE	ROAV05		
3674	6810	L		Oak-Pin	23	STREET	7271	ROE AVENUE	ROAV05		
4036	6951	L		Maple-Sugar	23	STREET	7308	ROE AVENUE	ROAV05		
3451	7001	L		Maple-Sugar	23	STREET	7308	ROE AVENUE	ROAV05		
3009	7044	L		Maple-Sugar	23	STREET	7308	ROE AVENUE	ROAV05		
2419	7089	L		Maple-Sugar	23	STREET	7308	ROE AVENUE	ROAV05		
4470	7131	L		Oak-White Swamp	23	STREET	7308	ROE AVENUE	ROAV05		
3888	7176	L		Oak-White Swamp	23	STREET	7312	ROE AVENUE	ROAV05		
3452	7212	L		Oak-White Swamp	23	STREET	7312	ROE AVENUE	ROAV05		
3463	7741	L		Oak-White	23	STREET	7407	ROE AVENUE	ROAV05		
4046	7826	L		Sweetgum	23	STREET	7411	ROE AVENUE	ROAV05		
4479	7988	L		Pine-Ponderosa	23	STREET	7421	ROE AVENUE	ROAV05		
3912	2228	L		Viburnum-Mapleleaf	23	STREET		TOMAHAWK ROAD	TORD02	4201 West 71st Street IN CHANNEL	
3476	2270	L		Elm-Siberian	23	STREET		TOMAHAWK ROAD	TORD02	IN CHANNEL	
6477	2275	R		Maple-Silver	23	STREET	4216	TOMAHAWK ROAD	TORD02		
2886	2340	L		Osage-Orange	23	STREET		TOMAHAWK ROAD	TORD02	IN CHANNEL	
2445	2371	L		Redbud-Unknown	23	STREET		TOMAHAWK ROAD	TORD02	IN CHANNEL	
8381	2461	R		Oak-Pin	23	STREET		TOMAHAWK ROAD	TORD02	4300 West 71 Terr	

AREA 23

Tree Rec #	Street		Common Name	Species	DIST_CODE	LOC_CODE	Address	Street Name	Parent	V-Comments	Inspection Date
	Station	Side									
3913	2495	L		Oak-Pin	23	STREET		TOMAHAWK ROAD	TORD02	4300 West 71 Terr IN CHANNEL	
3327	2531	L		Locust-Black	23	STREET		TOMAHAWK ROAD	TORD02	4305 West 71 Terr	
988	2558	L		Maple-Legacy	23	STREET	4035	TOMAHAWK ROAD	TORD02	SOUTH SIDE OF BRUSH CREEK	
2887	2584	L		Oak-Black	23	STREET		TOMAHAWK ROAD	TORD02	4305 West 71 Terr	
11890		L	Yellow-poplar	tulipifera	23	STREET		TOMAHAWK ROAD	TORD02	X STREET FROM 4222 TOMAHAWK RD	
10349	2604	L	Yellowwood	kentukea	23	STREET		TOMAHAWK ROAD	TORD02	BRUSH CREEK	
10255	2648	R	Honeylocust	triacanthos	23	STREET	4310	TOMAHAWK ROAD	TORD02		
7144	2680	R		Linden-American	23	STREET	4310	TOMAHAWK ROAD	TORD02		
2293	2685	L		Pine-Austrian	23	STREET		TOMAHAWK ROAD	TORD02	IN CHANNEL	
4347	2707	L		Cedar-Red	23	STREET		TOMAHAWK ROAD	TORD02	IN CHANNEL	
7053	2793	R		Sweetgum	23	STREET	4318	TOMAHAWK ROAD	TORD02		
3328	2864	L		Cedar-Red	23	STREET		TOMAHAWK ROAD	TORD02	4320 West 72nd St	
2738	2920	L		Cedar-Red	23	STREET		TOMAHAWK ROAD	TORD02	4320 West 72nd St	
7795	3055	R		Viburnum-Mapleleaf	23	STREET	4400	TOMAHAWK ROAD	TORD02		
2857	3090	L		Oak-White Swamp	23	STREET	4400	TOMAHAWK ROAD	TORD02	ACROSS FROM 4400 IN BRUSH CREEK	
6478	3100	R		Crabapple-PrairieFir	23	STREET	4400	TOMAHAWK ROAD	TORD02		
8298	3137	R		Maple-Autumn Blaze	23	STREET		TOMAHAWK ROAD	TORD02	7414 BIRCH ST	
7709	3180	R		Oak-Pin	23	STREET	4414	TOMAHAWK ROAD	TORD02		
11889		L	Yellow-poplar	tulipifera	23	STREET		TOMAHAWK ROAD	TORD02	X STREET FROM 4414 TOMAHAWK RD	
2132	3208	L		Maple-Sugar	23	STREET		TOMAHAWK ROAD	TORD02	IN CHANNEL	
4033	3210	L		Kentucky Coffee	23	STREET		TOMAHAWK ROAD	TORD02	ACROSS FROM 4414 IN BRUSH CREEK	
7389	3369	R		Maple-Mountain	23	STREET	4432	TOMAHAWK ROAD	TORD02		
10352	3381	L	Chinkapin Oak	muehlenbergii	23	STREET		TOMAHAWK ROAD	TORD02	BRUSH CREEK	
7035	3445	R		Sweetgum	23	STREET	4442	TOMAHAWK ROAD	TORD02		
2739	3547	L		Cedar-Unknown	23	STREET	4432	TOMAHAWK ROAD	TORD02		
6460	3700	R		Viburnum-Mapleleaf	23	STREET	4448	TOMAHAWK ROAD	TORD02		
3180	3714	L		Ash-Unknown	23	STREET	4448	TOMAHAWK ROAD	TORD02		

AREA 23

Tree Rec #	Street		Common Name	Species	DIST_CODE	LOC_CODE	Address	Street Name	Parent	V-Comments	Inspection Date
	Station	Side									
2590	3724	L		Ash-Unknown	23	STREET	4448	TOMAHAWK ROAD	TORD02		
9597	3724	R		Maple-Unknown	23	STREET	4448	TOMAHAWK ROAD	TORD02		
11888		L	Yellow-poplar	tulipifera	23	STREET		TOMAHAWK ROAD	TORD02	X STREET FROM 4448 TOMAHAWK RD	
8933	3770	R		Locust-Black	23	STREET	4500	TOMAHAWK ROAD	TORD02		
8364	3792	R		Pear-Bradford	23	STREET	4500	TOMAHAWK ROAD	TORD02		
9245	3890	R		Maple-Armstrong	23	STREET	4514	TOMAHAWK ROAD	TORD02		
8673	3950	R		Elm-Chinese	23	STREET	4518	TOMAHAWK ROAD	TORD02		
9034	3954	R		Maple-Unknown	23	STREET	4414	TOMAHAWK ROAD	TORD02		
7607	4179	R		Viburnum-Mapleleaf	23	STREET	4606	TOMAHAWK ROAD	TORD02		
9495	4239	R		Maple-Sugar	23	STREET	4612	TOMAHAWK ROAD	TORD02		
9735	4250	R		Ginkgo	23	STREET	4626	TOMAHAWK ROAD	TORD02		
9780	4250	R	Ginkgo, Maidenhair Tree	biloba	23	STREET	4626	TOMAHAWK ROAD	TORD02		
8277	4461	R		Oak-Black	23	STREET	4626	TOMAHAWK ROAD	TORD02		
3183	30	L		Sycamore	23	STREET	7101	VILLAGE DRIVE	VIDR01		
6651	78	R		Sycamore	23	STREET	7100	VILLAGE DRIVE	VIDR01		
2743	91	L		Sycamore	23	STREET	7101	VILLAGE DRIVE	VIDR01		
2149	161	L		Sycamore	23	STREET	7115	VILLAGE DRIVE	VIDR01		
4205	238	L		Sycamore	23	STREET	7117	VILLAGE DRIVE	VIDR01		
9122	246	R		Sycamore	23	STREET	7118	VILLAGE DRIVE	VIDR01		
2594	281	L		Maple-Red	23	STREET	7123	VILLAGE DRIVE	VIDR01		
4187	301	L		Sycamore	23	STREET	7124	VILLAGE DRIVE	VIDR01		
3623	374	L		Sycamore	23	STREET	7129	VILLAGE DRIVE	VIDR01		
8552	408	R		Sycamore	23	STREET	7130	VILLAGE DRIVE	VIDR01		
3184	440	L		Sycamore	23	STREET	7135	VILLAGE DRIVE	VIDR01		
5117	491	R		Sycamore	23	STREET	7136	VILLAGE DRIVE	VIDR01		
7798	563	R		Sycamore	23	STREET	7142	VILLAGE DRIVE	VIDR01		
2150	607	L		Sycamore	23	STREET		VILLAGE DRIVE	VIDR01	4141 W 72ND TERR	

AREA 23

Tree Rec #	Street		Common Name	Species	DIST_CODE	LOC_CODE	Address	Street Name	Parent	V-Comments	Inspection Date
	Station	Side									
7226	650	R		Sycamore	23	STREET	7150	VILLAGE DRIVE	VIDR01		
4062	684	L		Sycamore	23	STREET		VILLAGE DRIVE	VIDR01	4141 W 72ND TERR	
6463	721	R		Sycamore	23	STREET	7154	VILLAGE DRIVE	VIDR01		
1934	768	L		Sycamore	23	STREET		VILLAGE DRIVE	VIDR01	4216 W 73RD ST	
9123	786	R		Sycamore	23	STREET	7160	VILLAGE DRIVE	VIDR01		
5816	870	R		Sycamore	23	STREET	7200	VILLAGE DRIVE	VIDR01		
644	920	L		Sycamore	23	STREET		VILLAGE DRIVE	VIDR01	4200 W 73RD ST	
8367	957	R		Sycamore	23	STREET	7208	VILLAGE DRIVE	VIDR01		
3624	985	L		Sycamore	23	STREET		VILLAGE DRIVE	VIDR01	4200 W 73RD ST	
5003	1026	R		Sycamore	23	STREET	7214	VILLAGE DRIVE	VIDR01		
3037	1067	L		Sycamore	23	STREET	7219	VILLAGE DRIVE	VIDR01		
7799	1104	R		Sycamore	23	STREET	7218	VILLAGE DRIVE	VIDR01		
7039	1182	R		Sycamore	23	STREET	7224	VILLAGE DRIVE	VIDR01		
2595	1239	L		Sycamore	23	STREET		VILLAGE DRIVE	VIDR01	4243 West 73rd Terr	
8937	1259	R		Sycamore	23	STREET	7232	VILLAGE DRIVE	VIDR01		
2003	1304	L		Sycamore	23	STREET		VILLAGE DRIVE	VIDR01	4243 W 73RD TERR	
8368	1347	R		Sycamore	23	STREET	7238	VILLAGE DRIVE	VIDR01		
4063	1398	L		Sycamore	23	STREET	7239	VILLAGE DRIVE	VIDR01		
7611	1411	R		Sycamore	23	STREET	7238	VILLAGE DRIVE	VIDR01		
3481	1580	L		Sycamore	23	STREET		VILLAGE DRIVE	VIDR02	4317 W 74TH STREEET	
3038	1674	L		Sycamore	23	STREET		VILLAGE DRIVE	VIDR02	4524 West 74th Terr	
2450	1802	L		Viburnum-Mapleleaf	23	STREET	7415	VILLAGE DRIVE	VIDR02		
6818	1820	R		Sycamore	23	STREET	7412	VILLAGE DRIVE	VIDR02		
3606	1837	L		Sycamore	23	STREET	7415	VILLAGE DRIVE	VIDR02		
6816	1889	R		Sycamore	23	STREET	7416	VILLAGE DRIVE	VIDR02		
3918	1944	L		Sycamore	23	STREET	7419	VILLAGE DRIVE	VIDR02		
5766	1972	R		Sycamore	23	STREET	7420	VILLAGE DRIVE	VIDR02		

AREA 23

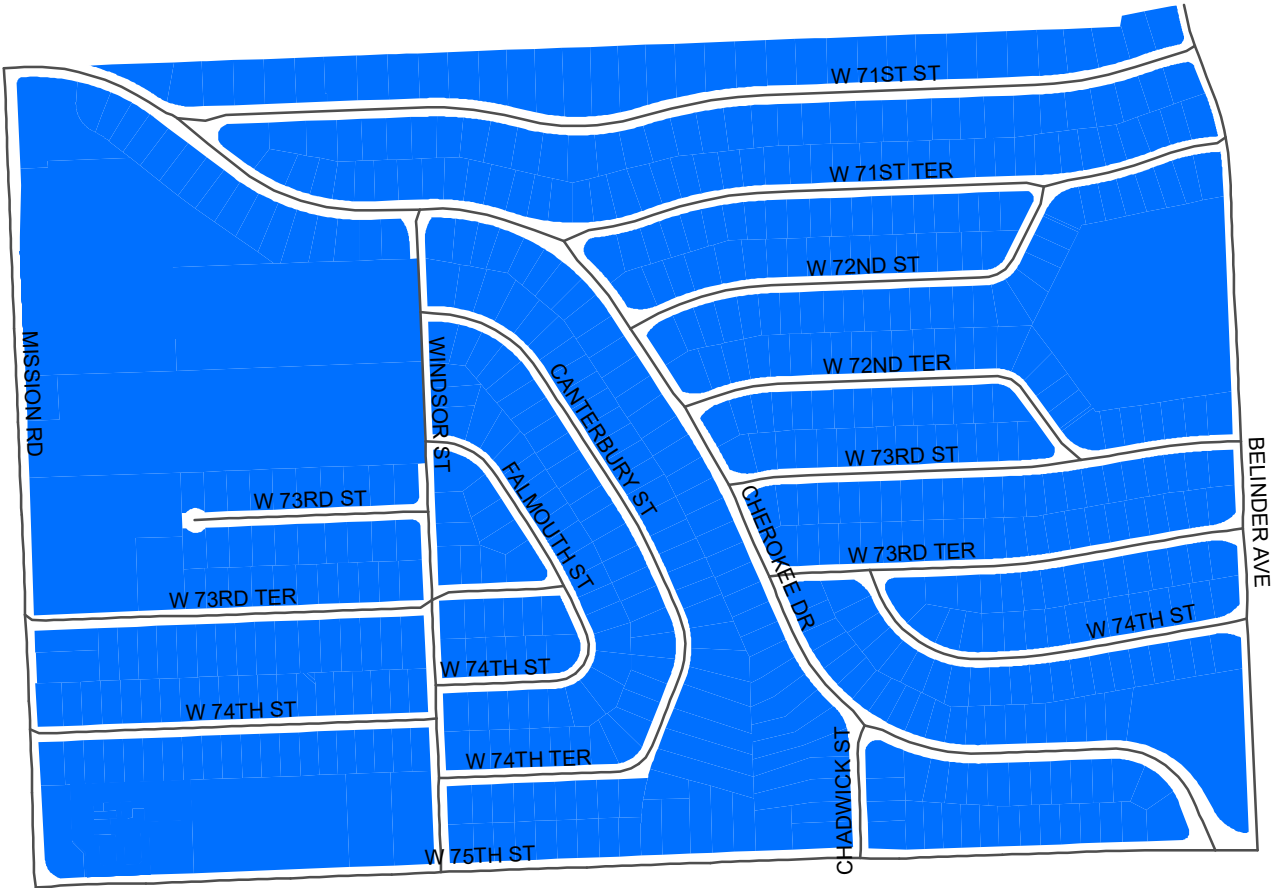
Tree Rec #	Street		Common Name	Species	DIST_CODE	LOC_CODE	Address	Street Name	Parent	V-Comments	Inspection Date
	Station	Side									
3482	2005	L		Sycamore	23	STREET	7421	VILLAGE DRIVE	VIDR02	CDS	
7040	2023	R		Sycamore	23	STREET	7424	VILLAGE DRIVE	VIDR02		
9499	2096	R		Sycamore	23	STREET	7430	VILLAGE DRIVE	VIDR02		
2892	2160	L		Sycamore	23	STREET	7433	VILLAGE DRIVE	VIDR02		
8938	2183	R		Sycamore	23	STREET	7434	VILLAGE DRIVE	VIDR02		
8177	2264	R		Sycamore	23	STREET	7438	VILLAGE DRIVE	VIDR02		
2451	2332	L		Sycamore	23	STREET		VILLAGE DRIVE	VIDR02	4530 West 74th Place	
7612	2334	R		Sycamore	23	STREET	7442	VILLAGE DRIVE	VIDR02		
6842	2410	R		Sycamore	23	STREET	7446	VILLAGE DRIVE	VIDR02		
9500	2480	R		Sycamore	23	STREET	7450	VILLAGE DRIVE	VIDR02		
4352	2480	L		Sycamore	23	STREET		VILLAGE DRIVE	VIDR02	4531 West 74th Place	
8742	2539	R		Sycamore	23	STREET	7454	VILLAGE DRIVE	VIDR02		
3919	2572	L		Sycamore	23	STREET		VILLAGE DRIVE	VIDR02	4531 W 74TH PLACE	
5216	2644	R		Sycamore	23	STREET	7458	VILLAGE DRIVE	VIDR02		
2577	2674	L		Sycamore	23	STREET	7459	VILLAGE DRIVE	VIDR02		
7328	2721	R		Sycamore	23	STREET	7462	VILLAGE DRIVE	VIDR02		
2893	2743	L		Sycamore	23	STREET	7463	VILLAGE DRIVE	VIDR02		
8178	2764	R		Sycamore	23	STREET	7446	VILLAGE DRIVE	VIDR02		
2299	2789	L		Sycamore	23	STREET	7469	VILLAGE DRIVE	VIDR02		
7418	2835	R		Sycamore	23	STREET	7470	VILLAGE DRIVE	VIDR02		
9022	2861	R		Sycamore	23	STREET	7469	VILLAGE DRIVE	VIDR02		
6843	2900	R		Sycamore	23	STREET	7474	VILLAGE DRIVE	VIDR02		
9308	2929	R		Sycamore	23	STREET	7478	VILLAGE DRIVE	VIDR02		
4353	2937	L		Sycamore	23	STREET	7479	VILLAGE DRIVE	VIDR02		
7699	2992	R		Sycamore	23	STREET	7478	VILLAGE DRIVE	VIDR02		
3775	3029	L		Sycamore	23	STREET	7481	VILLAGE DRIVE	VIDR02		
5686	3062	R		Sycamore	23	STREET	7482	VILLAGE DRIVE	VIDR02		

AREA 23

Tree Rec #	Street		Common Name	Species	DIST_CODE	LOC_CODE	Address	Street Name	Parent	V-Comments	Inspection Date
	Station	Side									
8743	3112	R		Sycamore	23	STREET	7486	VILLAGE DRIVE	VIDR02		
3334	3143	L		Sycamore	23	STREET	7483	VILLAGE DRIVE	VIDR02		
7419	34	R		Maple-Sugar	23	STREET	7433	VILLAGE DRIVE NORTH	VIDR03		
10281	149	R	Honeylocust	triacanthos	23	ISLAND		VILLAGE DRIVE CDS NORTH	VIDR03	ISLAND	
4206	150	L		Sweetgum	23	ISLAND		VILLAGE DRIVE NORTH	VIDR03		
3776	187	L		Sweetgum	23	ISLAND		VILLAGE DRIVE NORTH	VIDR03		
8553	187	R		Oak-Pin	23	STREET	7429	VILLAGE DRIVE NORTH	VIDR03		
2998	212	L		Maple-Amur	23	STREET	7423	VILLAGE DRIVE NORTH	VIDR03		
3185	245	L		Pine-Scotch	23	STREET	7427	VILLAGE DRIVE NORTH	VIDR03		
2745	290	L		Maple-Sugar	23	STREET	7425	VILLAGE DRIVE NORTH	VIDR03		
2151	334	L		Spruce-Blue	23	ISLAND		VILLAGE DRIVE NORTH	VIDR03		
6653	334	R		Maple-Sugar	23	STREET	7433	VILLAGE DRIVE NORTH	VIDR03		
9124	40	R		Oak-Pin	23	STREET	7433	VILLAGE DRIVE CDS SOUTH	VIDR04		
4207	40	L		Oak-Pin	23	STREET	7469	VILLAGE DRIVE CDS SOUTH	VIDR04		
3625	102	L		Oak-Black	23	STREET	7469	VILLAGE DRIVE CDS SOUTH	VIDR04		
3186	162	L		Maple-Red	23	ISLAND		VILLAGE DRIVE CDS SOUTH	VIDR04		
7228	190	R		Oak-Black	23	STREET	7477	VILLAGE DRIVE CDS SOUTH	VIDR04		
6465	234	R		Oak-Black	23	STREET	7475	VILLAGE DRIVE CDS SOUTH	VIDR04		
8369	282	R		Crabapple-PrairieFir	23	STREET	7473	VILLAGE DRIVE CDS SOUTH	VIDR04		
7801	330	R		Oak-Black	23	STREET	7471	VILLAGE DRIVE CDS SOUTH	VIDR04		

APPROXIMATELY 695 TREES IN AREA 23

Work Area 31



THE CITY OF PRAIRIE VILLAGE
Star of Kansas Created by Public Works GIS

October 13, 2021

AREA 31

Tree Rec #	Station	Street Side	Common Name	Species	DIST_CODE	LOC_CODE	Address	Street Name	Parent	V-Comments	Inspection Date
5283	2672	R	Sweetgum	Sweetgum	31	STREET	2704	71ST STREET	71ST02		
8105	2738	R		Dogwood-Flowering	31	STREET	2708	71ST STREET	71ST02		
7347	2743	R		Dogwood-Flowering	31	STREET	2708	71ST STREET	71ST02		
212	2763	L	Red Oak	Oak-Red	31	STREET	2705	71ST STREET	71ST02		
9848	2764	R	TRIDENT MAPLE	TRIDENT MAPLE	31	STREET	2708	71ST STREET	71ST02		
7921	2806	R		Redbud-Eastern	31	STREET	2708	71ST STREET	71ST02		
1740	2879	L	Pin Oak	Oak-Pin	31	STREET	2709	71ST STREET	71ST02		
2851	2915	L		Maple-Red	31	STREET	2801	71ST STREET	71ST02		
8283	2941	R		Ginkgo-Biloba	31	STREET	2804	71ST STREET	71ST02		
9448	3011	R		Serviceberry-Princes	31	STREET	2804	71ST STREET	71ST02		
9849	3041	L	GREENSPIRE LINDEN	GREENSPIRE LINDEN	31	STREET	2809	71ST STREET	71ST02		
6613	3073	R		Ash-White	31	STREET	2808	71ST STREET	71ST02		
99	3094	L	Mountain Maple	Maple-Mountain	31	STREET	2809	71ST STREET	71ST02		
1741	3125	L	Red Maple	Maple-Red	31	STREET	2817	71ST STREET	71ST02		
1275	3167	L	Shantung Maple	Maple-Shantung	31	STREET	2817	71ST STREET	71ST02		
10143	3189	L	TULIP TREE	TULIP TREE	31	STREET	2817	71ST STREET	71ST02		
1778	3190	L		Ash-Green/Red	31	STREET	2817	71ST STREET	71ST02		
9850	3219	L	GREENSPIRE LINDEN	GREENSPIRE LINDEN	31	STREET	2901	71ST STREET	71ST02		
10144	3248	L	SHANTUNG MAPLE	SHANTUNG MAPLE	31	STREET	2901	71ST STREET	71ST02		
5979	3323	R	Hornbeam/Ironwood	Hornbeam/Ironwood	31	STREET	2904	71ST STREET	71ST02		
9902	3353	R	SHANTUNG MAPLE	SHANTUNG MAPLE	31	STREET	2904	71ST STREET	71ST02		
805	3386	L	Bur Oak	Oak Bur	31	STREET	2909	71ST STREET	71ST02		
9717	3454	R		Tulip Tree	31	STREET	2908	71ST STREET	71ST02		
455	3481	L	Autumn Glory Maple	Maple-Autumn Glory	31	STREET	2917	71ST STREET	71ST02		
4030	3509	L		Maple-Red	31	STREET	2917	71ST STREET	71ST02		
7867	3531	R		Linden-Littleleaf	31	STREET	3000	71ST STREET	71ST02		
5166	3535	R	Littleleaf Linden	Linden-Littleleaf	31	STREET	3000	71ST STREET	71ST02		

AREA 31

Tree Rec #	Station	Street Side	Common Name	Species	DIST_CODE	LOC_CODE	Address	Street Name	Parent	V-Comments	Inspection Date
1625	3568	L	Pin Oak	Oak-Pin	31	STREET	3001	71ST STREET	71ST02		
9082	3568	R		Maple-Silver	31	STREET	3000	71ST STREET	71ST02		
9005	3654	R		Kentucky Coffee	31	STREET	3004	71ST STREET	71ST02		
10146	3671	L	Goldenrain Tree	paniculata	31	STREET	3005	71ST STREET	71ST02		
1077	3714	L		Oak-Pin	31	STREET	3005	71ST STREET	71ST02		
6335	3716	R		Maple-Red	31	STREET	3008	71ST STREET	71ST02		
1975	3756	L	Autumn Glory Maple	Maple-Autumn Glory	31	STREET	3009	71ST STREET	71ST02		
9982	3761	R	Kentucky Coffeetree	dioicus	31	STREET	3008	71ST STREET	71ST02		
5286	3810	R		Ginkgo-Biloba	31	STREET	3100	71ST STREET	71ST02		
9851	3819	L	Sugar Maple	saccharum	31	STREET	3101	71ST STREET	71ST02		
6322	3864	R	Sugar Maple	Maple-Sugar	31	STREET	3100	71ST STREET	71ST02		
7104	3864	R		Linden-American	31	STREET	3101	71ST STREET	71ST02		
10148	3902	L	Sugar Maple	saccharum	31	STREET	3105	71ST STREET	71ST02		
5865	3914	R	Ash-Green/Red	Ash-Green/Red	31	STREET	3104	71ST STREET	71ST02		
10147	3950	R	Willow Oak	phellos	31	STREET	3104	71ST STREET	71ST02		
687	3970	L	Red Maple	Maple-Red	31	STREET	3105	71ST STREET	71ST02		
10145	3982	R	London Planetree	hybrida	31	STREET	3004	71ST STREET	71ST02		
335	4013	L	Sugar Maple	Maple-Sugar	31	STREET	3109	71ST STREET	71ST02		
5748	4060	R	Red Maple	Maple-Red	31	STREET	3108	71ST STREET	71ST02		
1855	4068	L	Red Maple	Maple-Red	31	STREET	3117	71ST STREET	71ST02		
1509	4095	L	Pin Oak	Oak-Pin	31	STREET	3117	71ST STREET	71ST02		
1402	4147	L	Red Maple	Maple-Red	31	STREET	3117	71ST STREET	71ST02		
1099	4191	L		Tuliptree	31	STREET	3201	71ST STREET	71ST02		
7952	4191	R		Maple-Sugar	31	STREET	3112	71ST STREET	71ST02		
4468	4230	L		Black Gum	31	STREET	3201	71ST STREET	71ST02		
223	4286	L	Sugar Maple	Maple-Sugar	31	STREET	3205	71ST STREET	71ST02		
8512	4301	R		Ash-Green/Red	31	STREET	3204	71ST STREET	71ST02		

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6096	4361	R	Legacy Maple	Maple-Legacy	31	STREET	3204	71ST STREET	71ST02		
1752	4387	L	Fall Fiesta Maple	Maple-Fall Fiesta	31	STREET	3209	71ST STREET	71ST02		
9929	4417	R	Sugar Maple	saccharum	31	STREET	3208	71ST STREET	71ST02		
9930	4449	R	Sugar Maple	saccharum	31	STREET	3208	71ST STREET	71ST02		
9852	4449	R	Sugar Maple	saccharum	31	STREET	3208	71ST STREET	71ST02		
1403	4459	L	Black Locust	Locust-Black	31	STREET	3217	71ST STREET	71ST02		
9853	4527	R	Sugar Maple	saccharum	31	STREET	3300	71ST STREET	71ST02		
936	4537	L	Red Maple	Maple-Red	31	STREET	3301	71ST STREET	71ST02		
6434	4562	R	Red Sunset Maple	Maple-Red Sunset	31	STREET	3300	71ST STREET	71ST02		
5980	4615	R	Red Oak	Oak-Red	31	STREET	3304	71ST STREET	71ST02		
582	4634	L		Maple-Red	31	STREET	3305	71ST STREET	71ST02		
5633	4649	R		Sweetgum	31	STREET	3304	71ST STREET	71ST02		
5167	4706	R		Ash-White	31	STREET	3308	71ST STREET	71ST02		
111	4713	L		Oak-Red	31	STREET	3309	71ST STREET	71ST02		
4823	4751	R		Ash-Unknown	31	STREET	3308	71ST STREET	71ST02		
11721	4781	L	Shantung Maple	spp.	31	STREET	3317	71ST STREET	71ST02		
7298	4811	R		Maple-Legacy	31	STREET	3112	71ST STREET	71ST02		
3450	4835	L		Ginkgo-Biloba	31	STREET	3401	71ST STREET	71ST02		
2859	4873	L		Maple-Shantung	31	STREET	3401	71ST STREET	71ST02		
10150	4931	R	London Planetree	hybrida	31	STREET	3400	71ST STREET	71ST02		
11835		R	Sugar Maple	saccharum	31	STREET	3400	71ST STREET	71ST02		
9912	4944	L	GREENSPIRE LINDEN	GREENSPIRE LINDEN	31	STREET	3405	71ST STREET	71ST02		
10152	4963	L	London Planetree	hybrida	31	STREET	3405	71ST STREET	71ST02		
2119	4990	L		Maple-Shantung	31	STREET	3401	71ST STREET	71ST02		
10151	5024	R	Sugar Maple	saccharum	31	STREET	3404	71ST STREET	71ST02		
3445	5041	L		Oak-White	31	STREET	3409	71ST STREET	71ST02		
9919	5090	L	Sugar Maple	saccharum	31	STREET	3417	71ST STREET	71ST02		

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1636	5096	L		Oak-Red	31	STREET	3408	71ST STREET	71ST02		
10215	5117	R	Northern Red Oak	rubra	31	STREET	3408	71ST STREET	71ST02		
2734	5124	L		Oak-Red	31	STREET	3409	71ST STREET	71ST02		
9002	5135	R		Oak-Red	31	STREET		71ST STREET	71ST02		
817	5146	L		Maple-Red	31	STREET	3417	71ST STREET	71ST02		
1288	5172	L		Ash-White	31	STREET	3417	71ST STREET	71ST02		
10216	5177	R	Maple Spp.	spp.	31	STREET	3500	71ST STREET	71ST02		
6324	5216	R		Oak-Red	31	STREET	3408	71ST STREET	71ST02		
467	5231	L		Maple-Red	31	STREET	3501	71ST STREET	71ST02		
9854	5265	L	AUTUMN GOLD GINGKO	AUTUMN GOLD GINGKO	31	STREET	3505	71ST STREET	71ST02		
10153	5295	L	London Planetree	hybrida	31	STREET	3505	71ST STREET	71ST02		
1170	5380	L		Sweetgum	31	STREET	3507	71ST STREET	71ST02		
7512	5396	R		Redbud-Eastern	31	STREET	3508	71ST STREET	71ST02		
818	5436	L		Oak-Pin	31	STREET	3509	71ST STREET	71ST02		
9723	5472	L		Norway Maple	31	STREET	3509	71ST STREET	71ST02		
9759	5472	L	Norway Maple	platanoides	31	STREET	3509	71ST STREET	71ST02		
6207	5556	R		Ash-Green/Red	31	STREET	3600	71ST STREET	71ST02		
1988	5583	L		Ash-Green/Red	31	STREET	3601	71ST STREET	71ST02		
5867	5596	R		Ash-Green/Red	31	STREET	3600	71ST STREET	71ST02		
9855	5641	R	GREENSPIRE LINDEN	GREENSPIRE LINDEN	31	STREET	3600	71ST STREET	71ST02		
1520	5665	L		Oak-Red	31	STREET		71ST STREET	71ST02		
1171	5748	L		Linden-Littleleaf	31	STREET		71ST STREET	71ST02		
11838		L	Sugar Maple	saccharum	31	STREET	3605	71ST STREET	71ST02		
4500	5798	R		Crabapple-PrairieFir	31	STREET	3608	71ST STREET	71ST02		
5749	5936	R		Oak-White Swamp	31	STREET	3700	71ST STREET	71ST02		
11837		R	Shumard Oak	shumardii	31	STREET	3801	71ST STREET	71ST02		
11832		R	Amur Corktree	amurense	31	STREET	3608	71ST STREET	71ST03		

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10264	5946	L	Honeylocust	triacanthos	31	STREET	3704	71ST STREET	71ST03		
10217	6003	R	Ginkgo, Maidenhair Tree	biloba	31	STREET	3704	71ST STREET	71ST03		
11833		R	Redpointe Maple	rubrum	31	STREET	3704	71ST STREET	71ST03		
11834		R	Redpointe Maple	rubrum	31	STREET	3704	71ST STREET	71ST03		
11920		L	Yellow-poplar	tulipifera	31	STREET	3709	71ST STREET	71ST03		
700	6087	L	Red Oak	Oak-Red	31	STREET	3717	71ST STREET	71ST03		
10218	6111	L	Maple Spp.	spp.	31	STREET	3717	71ST STREET	71ST03		
119	2540	L		Oak-Pin	31	STREET	2703	71ST TERRACE	71TE03		
6082	2568	R		Oak-Pin	31	STREET	2702	71ST TERRACE	71TE03		
1644	2621	L		Oak-Pin	31	STREET	2707	71ST TERRACE	71TE03		
5620	2622	R		Oak-Pin	31	STREET	2706	71ST TERRACE	71TE03		
1295	2666	L	Pin Oak	Oak-Pin	31	STREET	2707	71ST TERRACE	71TE03		
5272	2667	R	Pin Oak	Oak-Pin	31	STREET	2710	71ST TERRACE	71TE03		
4809	2691	R	Pin Oak	Oak-Pin	31	STREET	2710	71ST TERRACE	71TE03		
3470	2705	L		Oak-Pin	31	STREET	2711	71ST TERRACE	71TE03		
6422	2756	R	Pin Oak	Oak-Pin	31	STREET	2714	71ST TERRACE	71TE03		
825	2762	L	Pin Oak	Oak-Pin	31	STREET	2715	71ST TERRACE	71TE03		
475	2824	L	Pin Oak	Oak-Pin	31	STREET	2803	71ST TERRACE	71TE03		
5968	2826	R	Pin Oak	Oak-Pin	31	STREET	2802	71ST TERRACE	71TE03		
7511	2858	R	Osage Orange	Osage-Orange	31	STREET	2802	71ST TERRACE	71TE03		
1	2885	L	Pin Oak	Oak-Pin	31	STREET	2807	71ST TERRACE	71TE03		
5621	2916	R	Pin Oak	Oak-Pin	31	STREET	2806	71ST TERRACE	71TE03		
1645	2944	L	Pin Oak	Oak-Pin	31	STREET	2811	71ST TERRACE	71TE03		
5156	2999	R	Pin Oak	Oak-Pin	31	STREET	2810	71ST TERRACE	71TE03		
1178	3006	L	Pin Oak	Oak-Pin	31	STREET	2815	71ST TERRACE	71TE03		
4810	3076	R	Pin Oak	Oak-Pin	31	STREET	2814	71ST TERRACE	71TE03		
826	3168	L	Pin Oak	Oak-Pin	31	STREET	2903	71ST TERRACE	71TE03		

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Tree Rec #	Station	Street Side	Common Name	Species	DIST_CODE	LOC_CODE	Address	Street Name	Parent	V-Comments	Inspection Date
6310	3211	R	Pin Oak	Oak-Pin	31	STREET	2902	71ST TERRACE	71TE03		
357	3223	L	Pin Oak	Oak-Pin	31	STREET	2903	71ST TERRACE	71TE03		
5969	3269	R	Pin Oak	Oak-Pin	31	STREET	2906	71ST TERRACE	71TE03		
2	3273	L	Pin Oak	Oak-Pin	31	STREET	2907	71ST TERRACE	71TE03		
1528	3338	L	Locust-unknown	Locust-Unknown	31	STREET	2911	71ST TERRACE	71TE03		
4490	3346	R		Honeylocust-Thornles	31	STREET	2910	71ST TERRACE	71TE03		
1179	3409	L	Pin Oak	Oak-Pin	31	STREET	2915	71ST TERRACE	71TE03		
5157	3422	R	Pin Oak	Oak-Pin	31	STREET	2914	71ST TERRACE	71TE03		
708	3474	L	Pin Oak	Oak-Pin	31	STREET	3003	71ST TERRACE	71TE03		
4694	3492	R	Pin Oak	Oak-Pin	31	STREET	3002	71ST TERRACE	71TE03		
358	3546	L	Pin Oak	Oak-Pin	31	STREET	3007	71ST TERRACE	71TE03		
6311	3558	R	Pin Oak	Oak-Pin	31	STREET	3006	71ST TERRACE	71TE03		
1878	3610	L	Pin Oak	Oak-Pin	31	STREET	3011	71ST TERRACE	71TE03		
5854	3637	R	Pin Oak	Oak-Pin	31	STREET	3010	71ST TERRACE	71TE03		
1529	3677	L	Pin Oak	Oak-Pin	31	STREET	3015	71ST TERRACE	71TE03		
5505	3714	R	Pin Oak	Oak-Pin	31	STREET	3014	71ST TERRACE	71TE03		
1062	3747	L	Pin Oak	Oak-Pin	31	STREET	3019	71ST TERRACE	71TE03		
5738	3812	R	Pin Oak	Oak-Pin	31	STREET	3018	71ST TERRACE	71TE03		
709	3818	L	Pin Oak	Oak-Pin	31	STREET	3103	71ST TERRACE	71TE03		
5275	3845	R	Pin Oak	Oak-Pin	31	STREET	3018	71ST TERRACE	71TE03		
235	3878	L	Pin Oak	Oak-Pin	31	STREET	3107	71ST TERRACE	71TE03		
4928	3895	R	Pin Oak	Oak-Pin	31	STREET	3102	71ST TERRACE	71TE03		
1879	3953	L	Red Oak	Oak-Red	31	STREET	3111	71ST TERRACE	71TE03		
6425	3953	R	Pin Oak	Oak-Pin	31	STREET	3106	71ST TERRACE	71TE03		
6085	4016	R	Pin Oak	Oak-Pin	31	STREET	3110	71ST TERRACE	71TE03		
1414	4029	L	Pin Oak	Oak-Pin	31	STREET	3115	71ST TERRACE	71TE03		
5624	4088	R	Pin Oak	Oak-Pin	31	STREET	3114	71ST TERRACE	71TE03		

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827	4098	L	Red Oak	Oak-Red	31	STREET	3119	71ST TERRACE	71TE03		
476	4157	L	Sweetgum	Sweetgum	31	STREET	3203	71ST TERRACE	71TE03		
5276	4157	R	Red Oak	Oak-Red	31	STREET	3202	71ST TERRACE	71TE03		
4814	4227	R	Pin Oak	Oak-Pin	31	STREET	3206	71ST TERRACE	71TE03		
3	4241	L	Pin Oak	Oak-Pin	31	STREET	3207	71ST TERRACE	71TE03		
6426	4295	R	Pin Oak	Oak-Pin	31	STREET	3210	71ST TERRACE	71TE03		
1646	4319	L	Pin Oak	Oak-Pin	31	STREET	3211	71ST TERRACE	71TE03		
5973	4368	R	Pin Oak	Oak-Pin	31	STREET	3214	71ST TERRACE	71TE03		
1180	4384	L	Pin Oak	Oak-Pin	31	STREET	3215	71ST TERRACE	71TE03		
5625	4431	R	Pin Oak	Oak-Pin	31	STREET	3218	71ST TERRACE	71TE03		
828	4457	L	Pin Oak	Oak-Pin	31	STREET	3219	71ST TERRACE	71TE03		
359	4512	L	Pin Oak	Oak-Pin	31	STREET	3303	71ST TERRACE	71TE03		
5160	4512	R	Pin Oak	Oak-Pin	31	STREET	3302	71ST TERRACE	71TE03		
4	4553	L		Maple-Autumn Blaze	31	STREET	3303	71ST TERRACE	71TE03		
4815	4600	R		Maple-Red	31	STREET	3306	71ST TERRACE	71TE03		
1181	4641	L		Pear-Bradford	31	ISLAND		71ST TERRACE	71TE03		
6315	4677	R		Oak-Red	31	STREET	3310	71ST TERRACE	71TE03		
1068	2970	L		Oak-Pin	31	STREET	2815	72ND STREET	72ST03		
10168	2984	R	Ginkgo, Maidenhair Tree	biloba	31	STREET		72ND STREET	72ST03	2903 W 71ST TERRACE	
6308	3052	R		Maple-Unknown	31	STREET	2903	72ND STREET	72ST03	2903 W 71st Terr	
5850	3087	R		Redbud-Eastern	31	STREET	2903	72ND STREET	72ST03	2903 W 71st Terr	
5502	3142	R		Maple-Red	31	STREET	2904	72ND STREET	72ST03		
10158	3145	L	ADIRONACK CRABAPPLE	ADIRONACK CRABAPPLE	31	STREET	2825	72ND STREET	72ST03		
5037	3170	R		Sweetgum	31	STREET	2904	72ND STREET	72ST03		
241	3209	L		Maple-Red	31	STREET	2901	72ND STREET	72ST03		
4692	3231	R		Maple-Red	31	STREET	2904	72ND STREET	72ST03		
3741	3263	L		Maple-Armstrong	31	STREET	2905	72ND STREET	72ST03		

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6194	3291	R		Sweetgum	31	STREET	2904	72ND STREET	72ST03		
1746	3325	L		Oak-Red	31	STREET	2917	72ND STREET	72ST03		
9987	3373	R	CHINESE FRINGE TREE	CHINESE FRINGE TREE	31	STREET	2908	72ND STREET	72ST03		
1281	3397	L		Ginkgo-Biloba	31	STREET	2921	72ND STREET	72ST03		
10157	3404	L	Northern Red Oak	rubra	31	STREET	2909	72ND STREET	72ST03		
5387	3443	R		Maple-Red	31	STREET	2912	72ND STREET	72ST03		
2868	3466	L		Maple-Autumn Flame	31	STREET	2925	72ND STREET	72ST03		
1198	3541	L		Maple-Autumn Blaze	31	STREET	3001	72ND STREET	72ST03		
7325	3564	R		Lilac-Japanese	31	STREET	3000	72ND STREET	72ST03		
124	3600	L		Maple-Sugar	31	STREET	3005	72ND STREET	72ST03		
4576	3656	R		Linden-Littleleaf	31	STREET	3004	72ND STREET	72ST03		
9725	3670	R		Norway Maple	31	STREET	3004	72ND STREET	72ST03		
10224	3693	R	Japanese Flowering Crab Apple	floribunda	31	STREET	3004	72ND STREET	72ST03		
6195	3724	R		Linden-Greenspire	31	STREET	3008	72ND STREET	72ST03		
5732	3791	R		Maple-October Glory	31	STREET	3012	72ND STREET	72ST03		
1768	3818	L		Maple-October Glory	31	STREET	3021	72ND STREET	72ST03		
9376	3835	R		Lilac-Japanese	31	STREET	3100	72ND STREET	72ST03		
1300	3889	L		Maple-Sugar Bonfire	31	STREET	3101	72ND STREET	72ST03		
4922	3913	R		Lilac-Japanese	31	STREET	3104	72ND STREET	72ST03		
951	3956	L		Linden-American	31	STREET	3105	72ND STREET	72ST03		
9224	3997	R		Honeylocust-Thornles	31	STREET	3108	72ND STREET	72ST03		
4172	4024	L		Maple-Sugar	31	STREET	3109	72ND STREET	72ST03		
10318	4067	R	Serviceberry Spp.	spp.	31	STREET	3112	72ND STREET	72ST03		
6079	4152	R		Locust-Black	31	STREET	3116	72ND STREET	72ST03		
1651	4183	L		Oak-Pin	31	STREET	3121	72ND STREET	72ST03		
10319	4224	R	London Planetree	hybrida	31	STREET	3200	72ND STREET	72ST03		
1301	4248	L		Ash-Green/Red	31	STREET	3201	72ND STREET	72ST03		

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5269	4293	R	Northern Red Oak	rubra	31	STREET	3204	72ND STREET	72ST03		
2265	4328	L		Honeylocust-Thornles	31	STREET	3205	72ND STREET	72ST03		
9857	4363	R	Baldcypress	distichum	31	STREET	3208	72ND STREET	72ST03		
9858	4412	L	TRIDENT MAPLE	TRIDENT MAPLE	31	STREET	3209	72ND STREET	72ST03		
5013	4425	R		Maple-Sugar	31	STREET	7187	72ND STREET	72ST03	7187 Cherokee	
9859	4497	L	Sugar Maple	saccharum	31	STREET	3209	72ND STREET	72ST03		
10006	2955	R	Japanese Tree Lilac	reticulata	31	STREET	2818	72ND TERRACE	72TE03		
10363	2995	R	Japanese Tree Lilac	reticulata	31	STREET		72ND TERRACE	72TE03	2808 W 73RD STREET	
1493	3047	L		Sweetgum	31	STREET		72ND TERRACE	72TE03		
5727	3059	R		Maple-Red	31	STREET		72ND TERRACE	72TE03	2808 W 73rd Street	
4917	3203	R		Maple-Red	31	STREET	2822	72ND TERRACE	72TE03		
319	3225	L		Oak-Pin	31	STREET	2907	72ND TERRACE	72TE03		
1839	3330	L		Honeylocust-Thornles	31	STREET	2907	72ND TERRACE	72TE03		
6413	3345	R		Elm-Slippery	31	STREET	2910	72ND TERRACE	72TE03		
1494	3413	L		Maple-Red	31	STREET	2911	72ND TERRACE	72TE03		
1025	3466	L		Sweetgum	31	STREET	2915	72ND TERRACE	72TE03		
6073	3466	R		Sweetgum	31	STREET	2918	72ND TERRACE	72TE03		
5611	3516	R		Sweetgum	31	STREET	2922	72ND TERRACE	72TE03		
5263	3593	R		Maple-Silver	31	STREET	3002	72ND TERRACE	72TE03		
673	3606	L		Sweetgum	31	STREET	3003	72ND TERRACE	72TE03		
11629	3638	R	Yellowwood	kentukea	31	STREET	3006	72ND TERRACE	72TE03		
5115	3655	R		Yellowwood-American	31	STREET	3006	72ND TERRACE	72TE03		
1840	3672	L		Maple-Red	31	STREET	3007	72ND TERRACE	72TE03		
4801	3715	R		Sweetgum	31	STREET	3010	72ND TERRACE	72TE03		
1376	3733	L		Oak-White Swamp	31	STREET	3011	72ND TERRACE	72TE03		
1026	3790	L		Sweetgum	31	STREET	3015	72ND TERRACE	72TE03		
6414	3798	R		Sweetgum	31	STREET	3014	72ND TERRACE	72TE03		

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5960	3924	R		Sweetgum	31	STREET	3102	72ND TERRACE	72TE03		
5612	3975	R		Sweetgum	31	STREET	3106	72ND TERRACE	72TE03		
555	4008	L		Sweetgum	31	STREET	3107	72ND TERRACE	72TE03		
5148	4046	R		Sweetgum	31	STREET	3110	72ND TERRACE	72TE03		
198	4060	L		Sweetgum	31	STREET	3111	72ND TERRACE	72TE03		
6301	4190	R		Sweetgum	31	STREET	3118	72ND TERRACE	72TE03		
1726	4208	L		Sweetgum	31	STREET	3119	72ND TERRACE	72TE03		
5961	4239	R		Sweetgum	31	STREET	3202	72ND TERRACE	72TE03		
6097	4293	R		Hackberry-Common	31	STREET		72ND TERRACE	72TE03	7211 CHEROKEE	
7193	4371	R		Maple-Red	31	STREET		72ND TERRACE	72TE03	7211 CHEROKEE	
6177	2528	R		Maple-Autumn Blaze	31	STREET	2700	73RD STREET	73ST06		
5370	2599	R		Maple-Autumn Glory	31	STREET	2704	73RD STREET	73ST06		
4175	2602	L		Dogwood-Kousa	31	STREET	2705	73RD STREET	73ST06		
9860	2672	R	TRIDENT MAPLE	TRIDENT MAPLE	31	STREET	2708	73RD STREET	73ST06		
1032	2675	L		Linden-Littleleaf	31	STREET	2709	73RD STREET	73ST06		
4560	2732	R		Redbud-Eastern	31	STREET	2712	73RD STREET	73ST06		
6062	2765	R		Maple-Sugar	31	STREET	2712	73RD STREET	73ST06		
1732	2790	L		Cedar-Red	31	STREET	2801	73RD STREET	73ST06		
5716	2803	R		Oak-Red	31	STREET	2800	73RD STREET	73ST06		
10099	2813	L	TULIP TREE	TULIP TREE	31	STREET	2711	73RD STREET	73ST06		
4487	2821	L		Black Gum	31	STREET	2801	73RD STREET	73ST06		
5252	2853	R		Maple-Red	31	STREET	2804	73RD STREET	73ST06		
915	2943	L		Oak-Black	31	STREET	2809	73RD STREET	73ST06		
91	3000	L		Maple-Red	31	STREET	2817	73RD STREET	73ST06		
10097	3062	L	Sugar Maple	saccharum	31	STREET	2821	73RD STREET	73ST06		
10098	3081	R	RED OAK	RED OAK	31	STREET	2808	73RD STREET	73ST06		
6404	3096	R		Sweetgum	31	STREET	2900	73RD STREET	73ST06		

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Tree Rec #	Station	Street Side	Common Name	Species	DIST_CODE	LOC_CODE	Address	Street Name	Parent	V-Comments	Inspection Date
10042	3138	L	Japanese Tree Lilac	reticulata	31	STREET	2901	73RD STREET	73ST06		
10043	3219	L	Sugar Maple	saccharum	31	STREET	2905	73RD STREET	73ST06		
9655	3269	R		Maple-Silver	31	STREET	2908	73RD STREET	73ST06		
6063	3319	R		Maple-Sunset	31	STREET	2912	73RD STREET	73ST06		
1481	3356	L		Maple-Pacific Sunset	31	STREET	2917	73RD STREET	73ST06		
924	3383	L		Maple-Sugar Caddo	31	STREET	2921	73RD STREET	73ST06		
5600	3400	R		Maple-Sugar Bonfire	31	STREET	2916	73RD STREET	73ST06		
9861	3463	R	GREENSPIRE LINDEN	GREENSPIRE LINDEN	31	STREET	3000	73RD STREET	73ST06		
659	3468	L		Oak-Red	31	STREET	3001	73RD STREET	73ST06		
1826	3529	L		Ash-Green/Red	31	STREET	3005	73RD STREET	73ST06		
9862	3549	L	Sugar Maple	saccharum	31	STREET	3005	73RD STREET	73ST06		
1482	3594	L		Maple-Norway	31	STREET	3009	73RD STREET	73ST06		
4790	3604	R		Maple-Red	31	STREET	3008	73RD STREET	73ST06		
1011	3660	L		Maple-Red	31	STREET	3017	73RD STREET	73ST06		
6405	3667	R		Redbud-Eastern	31	STREET	3012	73RD STREET	73ST06		
660	3717	L		Maple-Red	31	STREET	3021	73RD STREET	73ST06		
5948	3789	R		Honeylocust-Thornles	31	STREET	3100	73RD STREET	73ST06		
5136	3868	R		Linden-American	31	STREET	3104	73RD STREET	73ST06		
10041	3894	L	Sugar Maple	saccharum	31	STREET	3105	73RD STREET	73ST06		
10040	3916	R	Sugar Maple	saccharum	31	STREET	3108	73RD STREET	73ST06		
3739	3944	L		Elm-Smoothleaf	31	STREET	3109	73RD STREET	73ST06		
3150	3984	L		Linden-Greenspire	31	STREET	3117	73RD STREET	73ST06		
6289	3990	R		Oak-Pin	31	STREET	3112	73RD STREET	73ST06		
6004	4027	R		Walnut-Black	31	STREET	3112	73RD STREET	73ST06		
9863	4057	R	TRIDENT MAPLE	TRIDENT MAPLE	31	STREET	3116	73RD STREET	73ST06		
9864	4105	L	GREENSPIRE LINDEN	GREENSPIRE LINDEN	31	STREET	3117	73RD STREET	73ST06		
897	746	L	Callery Pear	calleryana	31	ISLAND		73RD STREET	73ST07	Across from 3706 W 73rd St	

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4678	2616	R		Oak-Pin	31	STREET	2702	73RD TERRACE	73TE03		
1367	2662	L		Oak-Pin	31	STREET	2703	73RD TERRACE	73TE03		
6294	2690	R		Oak-Pin	31	STREET	2702	73RD TERRACE	73TE03		
5838	2735	R		Oak-Pin	31	STREET	2706	73RD TERRACE	73TE03		
1016	2753	L		Oak-Pin	31	STREET	2707	73RD TERRACE	73TE03		
5489	2796	R		Oak-Pin	31	STREET	2710	73RD TERRACE	73TE03		
545	2825	L		Oak-Pin	31	STREET	2711	73RD TERRACE	73TE03		
5025	2863	R		Oak-Pin	31	STREET	2714	73RD TERRACE	73TE03		
188	2887	L		Oak-Pin	31	STREET	2715	73RD TERRACE	73TE03		
4679	2927	R		Oak-Pin	31	STREET	2802	73RD TERRACE	73TE03		
1718	2957	L		Oak-Pin	31	STREET	2803	73RD TERRACE	73TE03		
6182	2993	R		Oak-Pin	31	STREET	2806	73RD TERRACE	73TE03		
1368	3035	L		Oak-Pin	31	STREET	2807	73RD TERRACE	73TE03		
10228	3061	R	Honeylocust	triacanthos	31	STREET	2810	73RD TERRACE	73TE03		
901	3100	L		Oak-Pin	31	STREET	2811	73RD TERRACE	73TE03		
4849	3123	R		Honeylocust-Thornles	31	STREET	2814	73RD TERRACE	73TE03		
546	3172	L		Oak-Pin	31	STREET	2815	73RD TERRACE	73TE03		
5375	3190	R		Oak-Pin	31	STREET	2818	73RD TERRACE	73TE03		
77	3253	L		Oak-Pin	31	STREET	2819	73RD TERRACE	73TE03		
5026	3269	R		Oak-Pin	31	STREET	2902	73RD TERRACE	73TE03		
1719	3306	L		Oak-Pin	31	STREET	2903	73RD TERRACE	73TE03		
4565	3339	R		Oak-Pin	31	STREET	2906	73RD TERRACE	73TE03		
1253	3382	L		Oak-Pin	31	STREET	2907	73RD TERRACE	73TE03		
6183	3409	R		Oak-Pin	31	STREET	2910	73RD TERRACE	73TE03		
902	3453	L		Oak-Pin	31	STREET	2911	73RD TERRACE	73TE03		
5721	3477	R		Oak-Pin	31	STREET	2914	73RD TERRACE	73TE03		
432	3523	L		Oak-Pin	31	STREET	2915	73RD TERRACE	73TE03		

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Tree Rec #	Station	Street Side	Common Name	Species	DIST_CODE	LOC_CODE	Address	Street Name	Parent	V-Comments	Inspection Date
5376	3544	R		Oak-Pin	31	STREET	2918	73RD TERRACE	73TE03		
78	3597	L		Oak-Pin	31	STREET	3003	73RD TERRACE	73TE03		
9647	3622	R		Oak-Red	31	STREET	3002	73RD TERRACE	73TE03		
1603	3646	L		Oak-Pin	31	STREET	3003	73RD TERRACE	73TE03		
4912	3682	R		Oak-Pin	31	STREET	3006	73RD TERRACE	73TE03		
1254	3695	L		Oak-Pin	31	STREET	3007	73RD TERRACE	73TE03		
4566	3748	R		Oak-Pin	31	STREET	3010	73RD TERRACE	73TE03		
783	3765	L		Oak-Pin	31	STREET	3007	73RD TERRACE	73TE03		
6067	3818	R		Oak-Pin	31	STREET	3014	73RD TERRACE	73TE03		
5257	3890	R		Oak-Pin	31	STREET	3018	73RD TERRACE	73TE03		
433	3895	L		Oak-Pin	31	STREET	3029	73RD TERRACE	73TE03		
10229	3950	L	Sugar Maple	saccharum	31	STREET		73RD TERRACE	73TE03	3029 W 74TH STREET	
6068	3954	R		Oak-Pin	31	STREET	3102	73RD TERRACE	73TE03		
10175	4011	L	Eastern Redbud	canadensis	31	STREET		73RD TERRACE	73TE03	7321 CHEROKEE	
5722	4017	R		Oak-Pin	31	STREET	3106	73RD TERRACE	73TE03		
4913	4087	R		Oak-Pin	31	STREET	3106	73RD TERRACE	73TE03		
1604	4114	L		Oak-Pin	31	STREET		73RD TERRACE	73TE03	7321 Cherokee	
9879	4145	R	GREENSPIRE LINDEN	GREENSPIRE LINDEN	31	STREET	3110	73RD TERRACE	73TE03		
784	5088	L		Oak-Chinkapin	31	STREET		73RD TERRACE	73TE04	7344 Falmouth	
5605	5123	R		Oak-Pin	31	STREET	3402	73RD TERRACE	73TE04		
11605	5150	L	Yellow-poplar	tulipifera	31	STREET	3323	73RD TERRACE	73TE04		
9968	5211	L	Sugar Maple	saccharum	31	STREET	3403	73RD TERRACE	73TE04		
5258	5383	R		Oak-Shingle	31	STREET	3410	73RD TERRACE	73TE04		
665	5446	L		Oak-Shingle	31	STREET	3415	73RD TERRACE	73TE04		
4796	5452	R		Oak-Pin	31	STREET	3414	73RD TERRACE	73TE04		
6409	6481	R		Pear-Bradford	31	STREET		73RD TERRACE	73TE05	7301 Windsor	
5954	6502	R		Pear-Bradford	31	STREET		73RD TERRACE	73TE05	7301 Windsor	

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5606	6518	R		Pear-Bradford	31	STREET		73RD TERRACE	73TE05	7301 Windsor	
313	6528	L		Oak-Pin	31	STREET	3807	73RD TERRACE	73TE05		
5142	6536	R		Pear-Bradford	31	STREET		73RD TERRACE	73TE05	7301 Windsor	
6295	6557	R		Pear-Bradford	31	STREET		73RD TERRACE	73TE05	7301 Windsor	
5955	6580	R		Pear-Bradford	31	STREET		73RD TERRACE	73TE05	7301 Windsor	
5490	6603	R		Pear-Bradford	31	STREET		73RD TERRACE	73TE05	7301 Windsor	
5143	6642	R		Pear-Bradford	31	STREET		73RD TERRACE	73TE05	7301 Windsor	
4680	6662	R		Pear-Bradford	31	STREET		73RD TERRACE	73TE05	7301 Windsor	
6296	6680	R		Pear-Bradford	31	STREET		73RD TERRACE	73TE05	7301 Windsor	
9083	6698	R		Pear-Bradford	31	STREET		73RD TERRACE	73TE05	7301 WINDSOR	
6395	2541	R		Maple-Red Sunset	31	STREET	2704	74TH STREET	74ST03		
531	2592	L		Linden-Redmond	31	STREET	2705	74TH STREET	74ST03		
5938	2611	R		Honeylocust Skyline	31	STREET	2708	74TH STREET	74ST03		
9965	2631	L	Swamp White Oak	bicolor	31	STREET	2701	74TH STREET	74ST03		
3459	2658	L		Maple-Amur	31	STREET	2709	74TH STREET	74ST03		
10004	2678	R	London Planetree	hybrida	31	STREET	2812	74TH STREET	74ST03		
10159	2696	L	Sugar Maple	saccharum	31	STREET	2717	74TH STREET	74ST03		
5125	2768	R		Oak-Red	31	STREET	2800	74TH STREET	74ST03		
8325	2883	R		Linden-American	31	STREET	2808	74TH STREET	74ST03		
4781	2969	R		Crabapple-Springsnow	31	STREET	2812	74TH STREET	74ST03		
5648	3039	R		Honeylocust-Thornles	31	STREET	2816	74TH STREET	74ST03		
1704	3108	L		Maple-Autumn Glory	31	STREET	2901	74TH STREET	74ST03		
6278	3110	R		Maple-Hedge	31	STREET	2900	74TH STREET	74ST03		
7759	3253	R		Honeylocust-Thornles	31	STREET	2908	74TH STREET	74ST03		
1705	3270	L		Maple-Sugar	31	STREET	2909	74TH STREET	74ST03		
11852		R	Amur Corktree	amurense	31	STREET	2916	74TH STREET	74ST03		
419	3300	L		Oak-Pin	31	STREET	2917	74TH STREET	74ST03		

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252	3415	L		Maple-Amur	31	STREET	3001	74TH STREET	74ST03		
9868	3490	R	TRIDENT MAPLE	TRIDENT MAPLE	31	STREET	3000	74TH STREET	74ST03		
1590	3526	L		Maple-Mountain	31	STREET	3009	74TH STREET	74ST03		
5823	3618	R		Maple-Sunset	31	STREET		74TH STREET	74ST03	3007 73rd Terr.	
10357	3680	R	London Planetree	hybrida	31	STREET		74TH STREET	74ST03	3007 W 73RD TERRACE	
9869	3742	L	London Planetree	hybrida	31	STREET	3029	74TH STREET	74ST03		
5010	4878	R		Oak-Black	31	STREET	3320	74TH STREET	74ST04		
1591	4918	L		Linden-American	31	STREET	3321	74TH STREET	74ST04		
4664	4992	R		Linden-American	31	STREET	3325	74TH STREET	74ST04		
1125	5008	L		Oak-Black	31	STREET	3325	74TH STREET	74ST04		
5939	5134	R		Maple-Mountain	31	STREET	3400	74TH STREET	74ST04		
772	5148	L		Oak-Black	31	STREET	3401	74TH STREET	74ST04		
298	5243	L		Oak-Black	31	STREET	3405	74TH STREET	74ST04		
11871		R	Serviceberry Spp.	spp.	31	STREET		74TH STREET	74ST05	7340 WINDSOR STREET	
1126	5407	L		Maple-Red	31	STREET	3507	74TH STREET	74ST05		
4551	5545	R		Maple-Silver	31	STREET	3516	74TH STREET	74ST05		
651	5577	L		Maple-Silver	31	STREET	3523	74TH STREET	74ST05		
299	5601	L		Maple-Silver	31	STREET	3523	74TH STREET	74ST05		
1818	5707	L		Oak-Pin	31	STREET	3607	74TH STREET	74ST05		
1474	5727	L		Oak-Pin	31	STREET	3607	74TH STREET	74ST05		
6169	5730	R		Elm-American	31	STREET	3606	74TH STREET	74ST05		
1003	5828	L		Maple-Sugar	31	STREET	3617	74TH STREET	74ST05		
5707	6071	R		Pear-Bradford	31	STREET	3710	74TH STREET	74ST05		
5362	6162	R		Ash-Green/Red	31	STREET	3716	74TH STREET	74ST05		
175	6360	L		Oak-Pin	31	STREET	3807	74TH STREET	74ST05		
1819	6483	L		Linden-Littleleaf	31	STREET	3817	74TH STREET	74ST05		
1355	6591	L		Oak-Pin	31	STREET	3823	74TH STREET	74ST05		

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10088	3794	R	Red Maple	rubrum	31	STREET	3302	74TH TERRACE	74TE02		
4553	3868	R		Maple-Sugar	31	STREET	3302	74TH TERRACE	74TE02		
1358	3890	L		Maple-Sugar	31	STREET	3307	74TH TERRACE	74TE02		
891	3924	L		Maple-Autumn Blaze	31	STREET	3307	74TH TERRACE	74TE02		
6269	3932	R		Oak-White Swamp	31	STREET	3306	74TH TERRACE	74TE02		
6171	3997	R		Maple-Sugar	31	STREET	3310	74TH TERRACE	74TE02		
536	4006	L		Maple-Sugar	31	STREET	3311	74TH TERRACE	74TE02		
4996	4054	R		Linden-Greenspire	31	STREET	3314	74TH TERRACE	74TE02		
1709	4072	L		Maple-Sugar	31	STREET	3315	74TH TERRACE	74TE02		
11853		R	Hot Wings Tatarian Maple	tataricum	31	STREET	3318	74TH TERRACE	74TE02		
1244	4138	L		Maple-Sugar	31	STREET	3319	74TH TERRACE	74TE02		
10360	4171	L	Northern Red Oak	rubra	31	STREET	3403	74TH TERRACE	74TE02		
4901	4205	R		Maple-Sugar	31	STREET	3402	74TH TERRACE	74TE02		
1354	4272	L		Maple-Hedge	31	STREET	3407	74TH TERRACE	74TE02		
6995	4332	R		Maple-Norway	31	STREET	3410	74TH TERRACE	74TE02		
3162	4338	L		Maple-Legacy	31	STREET	3411	74TH TERRACE	74TE02		
6056	4412	R		Maple-Sugar	31	STREET	3414	74TH TERRACE	74TE02		
5002	3921	R		Elm-Siberian	31	STREET	3112	75TH STREET	75ST02		
11965		R	Common Serviceberry	arborea	31	ISLAND		75TH STREET	75ST02		
11966		R	Common Serviceberry	arborea	31	ISLAND		75TH STREET	75ST02		
11967		R	Common Serviceberry	arborea	31	ISLAND		75TH STREET	75ST02		
11968		R	Common Serviceberry	arborea	31	ISLAND		75TH STREET	75ST02		
11969		R	Common Serviceberry	arborea	31	ISLAND		75TH STREET	75ST02		
11970		R	Common Serviceberry	arborea	31	ISLAND		75TH STREET	75ST02		
7785	81	R		Maple-Sugar	31	STREET		BELINDER AVENUE	BEAV01	2704 71ST STREET	
11836		R	Japanese Zelkova	serrata	31	STREET		BELINDER AVENUE	BEAV01	2704 W 71ST STREET	
9822	1511	R	Bur Oak	macrocarpa	31	STREET		BELINDER AVENUE	BEAV04	2701 W 73RD STREET	

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9728	1511	R		Burr Oak	31	STREET		BELINDER AVENUE	BEAV04	2701 W 73rd St	
7213	1922	R		Oak-Willow	31	STREET		BELINDER AVENUE	BEAV04	2700 74th Street	
6825	2531	R		Sweetgum	31	STREET		BELINDER AVENUE	BEAV04		
3080	21	L		Oak-Red	31	STREET		CANTERBURY STREET	CADR01	WINDSOR ST	
7977	55	R		Oak-Pin	31	STREET	7200	CANTERBURY STREET	CADR01		
2635	87	L		Oak-Pin	31	STREET	7171	WINDSOR STREET	CADR01	tree sits on Canterbury St	
7411	102	R		Maple-Sugar	31	STREET	7200	CANTERBURY STREET	CADR01		
2046	139	L		Maple-Sugar	31	STREET	7205	CANTERBURY STREET	CADR01		
6646	150	R	Northern Red Oak	rubra	31	STREET	7208	CANTERBURY STREET	CADR01		
4100	192	L		Sweetgum	31	STREET	7209	CANTERBURY STREET	CADR01		
3522	208	L		Locust-Black	31	STREET	7209	CANTERBURY STREET	CADR01		
9302	239	R		Sweetgum	31	STREET	7212	CANTERBURY STREET	CADR01		
3081	250	L		Maple-Sugar	31	STREET	7211	CANTERBURY STREET	CADR01		
8545	309	R		Oak-White	31	STREET	7220	CANTERBURY STREET	CADR01		
2493	318	L		Oak-Pin	31	STREET	7217	CANTERBURY STREET	CADR01		
2047	380	L		Maple-Sugar	31	STREET	7221	CANTERBURY STREET	CADR01		
7978	398	R		Oak-Red	31	STREET	7224	CANTERBURY STREET	CADR01		
3960	518	L		Maple-Autumn Glory	31	STREET	7229	CANTERBURY STREET	CADR01		
7219	541	R		Locust-Black	31	STREET	7232	CANTERBURY STREET	CADR01		
3523	576	L		Oak-Pin	31	STREET	7233	CANTERBURY STREET	CADR01		
6647	606	R		Oak-White	31	STREET	7236	CANTERBURY STREET	CADR01		
10265	639	L	Eastern Redbud	canadensis	31	STREET	7237	CANTERBURY DRIVE	CADR01		
9117	681	R		Maple-Sugar	31	STREET	7300	CANTERBURY STREET	CADR01		
2494	711	L		Oak-Pin	31	STREET	7301	CANTERBURY STREET	CADR01		
8546	743	R	Pin Oak	palustris	31	STREET	7304	CANTERBURY STREET	CADR01		
4394	776	L		Oak-White	31	STREET	7305	CANTERBURY STREET	CADR01		
7793	810	R		Oak-Pin	31	STREET	7308	CANTERBURY STREET	CADR01		

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Tree Rec #	Station	Street Side	Common Name	Species	DIST_CODE	LOC_CODE	Address	Street Name	Parent	V-Comments	Inspection Date
3961	839	L		Oak-Pin	31	STREET	7309	CANTERBURY STREET	CADR01		
7220	882	R		Oak-Pin	31	STREET	7312	CANTERBURY STREET	CADR01		
3378	902	L		Oak-White	31	STREET	7311	CANTERBURY STREET	CADR01		
6456	952	R		Oak-Black	31	STREET	7316	CANTERBURY STREET	CADR01		
9118	1037	R		Sweetgum	31	STREET	7320	CANTERBURY STREET	CADR01		
2934	1060	L		Oak-Pin	31	STREET	7321	CANTERBURY STREET	CADR01		
8360	1126	R		Oak-Pin	31	STREET	7324	CANTERBURY STREET	CADR01		
2342	1129	L		Oak-Pin	31	STREET	7325	CANTERBURY STREET	CADR01		
4395	1189	L		Oak-Pin	31	STREET	7329	CANTERBURY STREET	CADR01		
7031	1194	R		Oak-Pin	31	STREET	7328	CANTERBURY STREET	CADR01		
6457	1244	R		Sycamore	31	STREET	7332	CANTERBURY STREET	CADR01		
2565	1262	L		Maple-Sugar	31	STREET	7333	CANTERBURY STREET	CADR01		
3379	1322	L		Oak-Pin	31	STREET	7337	CANTERBURY STREET	CADR01		
9745	1333	R		Burr Oak	31	STREET	7336	CANTERBURY DRIVE	CADR01		
9774	1333	R	OAK-BURR	OAK-BURR	31	STREET	7336	CANTERBURY DRIVE	CADR01		
2786	1400	L		Tuliptree	31	STREET	7341	CANTERBURY STREET	CADR01		
2343	1440	L		Oak-Black	31	STREET	7345	CANTERBURY STREET	CADR01		
7603	1453	R		Oak-Red	31	STREET	7340	CANTERBURY STREET	CADR01		
4245	1487	L		Elm-Siberian	31	STREET	7349	CANTERBURY STREET	CADR01		
7032	1545	R		Oak-White	31	STREET	7344	CANTERBURY STREET	CADR01		
3817	1550	L		Oak-Pin	31	STREET	7353	CANTERBURY STREET	CADR01		
9491	1598	R		Magnolia-Saucer	31	STREET	7400	CANTERBURY STREET	CADR01		
8930	1622	R		Maple-Crimson King	31	STREET	7400	CANTERBURY STREET	CADR01		
8169	1687	R		Oak-Pin	31	STREET	7404	CANTERBURY STREET	CADR01		
7604	1752	R		Oak-Pin	31	STREET	7408	CANTERBURY STREET	CADR01		
2787	1770	L		Oak-Pin	31	STREET	7405	CANTERBURY STREET	CADR01		
4593	139	R		Maple-October Glory	31	STREET	7406	CHADWICK STREET	CHADR01		

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Tree Rec #	Station	Street Side	Common Name	Species	DIST_CODE	LOC_CODE	Address	Street Name	Parent	V-Comments	Inspection Date
9300	198	R		Oak-Pin	31	STREET	7406	CHADWICK STREET	CHADR01		
800	296	L		Maple-Trident	31	STREET	7411	CHADWICK STREET	CHADR01		
8732	341	R		Elm-Siberian	31	STREET	7418	CHADWICK STREET	CHADR01		
8243	374	R		Oak-Pin	31	STREET	7418	CHADWICK STREET	CHADR01		
7184	48	R		Oak-Black	31	STREET	7108	CHEROKEE DRIVE	CHED01		
9645	115	R		Viburnum-Mapleleaf	31	STREET	7112	CHEROKEE DRIVE	CHED01		
3056	140	L		Oak-Black	31	STREET		CHEROKEE DRIVE	CHED01	3605 71st	
9081	197	R		Sycamore	31	STREET	7116	CHEROKEE DRIVE	CHED01		
8323	256	R		Sycamore	31	STREET	7120	CHEROKEE DRIVE	CHED01		
3934	320	L		Sycamore	31	STREET	7127	CHEROKEE DRIVE	CHED01		
7757	340	R		Sycamore	31	STREET	7124	CHEROKEE DRIVE	CHED01		
3498	370	L		Sycamore	31	STREET	7127	CHEROKEE DRIVE	CHED01		
6993	407	R		Sycamore	31	STREET	7128	CHEROKEE DRIVE	CHED01		
2907	420	L		Sycamore	31	STREET	7127	CHEROKEE DRIVE	CHED01		
2468	466	L		Sycamore	31	STREET	7131	CHEROKEE DRIVE	CHED01		
9646	468	R		Sycamore	31	STREET	7132	CHEROKEE DRIVE	CHED01		
4367	502	L		Sycamore	31	STREET	7131	CHEROKEE DRIVE	CHED01		
8893	529	R		Sycamore	31	STREET	7136	CHEROKEE DRIVE	CHED01		
3935	556	L		Sycamore	31	STREET	7135	CHEROKEE DRIVE	CHED01		
8324	597	R		Sycamore	31	STREET	7140	CHEROKEE DRIVE	CHED01		
3351	637	L		Sycamore	31	STREET	7139	CHEROKEE DRIVE	CHED01		
7564	654	R	American Sycamore	occidentalis	31	STREET	7144	CHEROKEE DRIVE	CHED01		
2315	702	L		Sycamore	31	STREET	7143	CHEROKEE DRIVE	CHED01		
10001	708	L	Baldcypress	distichum	31	STREET	7147	CHEROKEE DRIVE	CHED01		
6994	730	R		Sycamore	31	STREET	7148	CHEROKEE DRIVE	CHED01		
9455	795	R		Sycamore	31	STREET	7152	CHEROKEE DRIVE	CHED01		
2286	852	L		Maple-Sunset	31	STREET	7151	CHEROKEE DRIVE	CHED01		

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Tree Rec #	Station	Street Side	Common Name	Species	DIST_CODE	LOC_CODE	Address	Street Name	Parent	V-Comments	Inspection Date
3352	869	L		Maple-Red	31	STREET	7151	CHEROKEE DRIVE	CHED01		
4339	939	L		Cypress-Bald	31	STREET	7155	CHEROKEE DRIVE	CHED01		
3907	992	L	Honeylocust	triacanthos	31	STREET	7159	CHEROKEE DRIVE	CHED01		
7565	995	R		Sycamore	31	STREET	7156	CHEROKEE DRIVE	CHED01		
6797	1051	R		Oak-Red	31	STREET	7160	CHEROKEE DRIVE	CHED01		
6973	1123	R		Oak-Pin	31	STREET	7164	CHEROKEE DRIVE	CHED01		
11628	1165	L	Frontier Elm	Frontier	31	STREET	7171	CHEROKEE DRIVE	CHED01		
9625	1231	R		Oak-Pin	31	STREET	7168	CHEROKEE DRIVE	CHED01		
9856	1256	L	GREENSPIRE LINDEN	GREENSPIRE LINDEN	31	STREET	7175	CHEROKEE DRIVE	CHED01		
8872	1281	R		Linden-Littleleaf	31	STREET	7172	CHEROKEE DRIVE	CHED01		
8304	1355	R		Sweetgum	31	STREET	7176	CHEROKEE DRIVE	CHED01		
8895	1395	R		Redbud-Eastern	31	STREET	7180	CHEROKEE DRIVE	CHED01		
9435	1515	R		Maple-Red	31	STREET	7184	CHEROKEE DRIVE	CHED01		
4214	1551	L		Maple-Silver	31	STREET	7187	CHEROKEE DRIVE	CHED01		
8132	1600	R		Maple-Trident	31	STREET	7188	CHEROKEE DRIVE	CHED01		
9610	1634	R		GoldenrainTree	31	STREET	7188	CHEROKEE DRIVE	CHED01		
9436	1674	R		Sweetgum	31	STREET	7192	CHEROKEE DRIVE	CHED01		
8678	1744	R		Maple-Red	31	STREET	7200	CHEROKEE DRIVE	CHED01		
3591	1770	L		Maple-Fall Fiesta	31	STREET		CHEROKEE DRIVE	CHED01	3209 W 72ND STREET	
10177	1826	L	GREENSPIRE LINDEN	GREENSPIRE LINDEN	31	STREET		CHEROKEE DRIVE	CHED01	3209 W 72ND STREET	
2753	1880	L		Maple-Autumn Blaze	31	STREET	7211	CHEROKEE DRIVE	CHED01		
6751	1911	R		Maple-Autumn Glory	31	STREET	7208	CHEROKEE DRIVE	CHED01		
2159	1937	L		Oak-White	31	STREET	7211	CHEROKEE DRIVE	CHED01		
7355	1994	R		Viburnum-Mapleleaf	31	STREET	7212	CHEROKEE DRIVE	CHED01		
6591	2053	R		Maple-Red	31	STREET	7216	CHEROKEE DRIVE	CHED01		
4215	2089	L		Locust-Black	31	STREET		CHEROKEE DRIVE	CHED01	3203 72terr	
10028	2121	R	TULIP TREE	TULIP TREE	31	STREET	7220	CHEROKEE DRIVE	CHED01		

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Tree Rec #	Station	Street Side	Common Name	Species	DIST_CODE	LOC_CODE	Address	Street Name	Parent	V-Comments	Inspection Date
10167	2151	L	Goldenrain Tree	paniculata	31	STREET		CHEROKEE DRIVE	CHED01	3203 W 72ND TERRACE	
4460	2208	L		Maple-Amur	31	STREET		CHEROKEE DRIVE	CHED01	3116 W 73RD ST	
10029	2298	R	Sugar Maple	saccharum	31	STREET	7224	CHEROKEE DRIVE	CHED01		
9044	2306	R		Crabapple-PrairieFir	31	STREET	7228	CHEROKEE DRIVE	CHED01		
6574	2382	R		Crabapple-PrairieFir	31	STREET	7300	CHEROKEE DRIVE	CHED01		
10183	2413	L	Ginkgo, Maidenhair Tree	biloba	31	STREET		CHEROKEE DRIVE	CHED01	3117 W 73RD STREET	
8053	2480	R		Maple-Sugar	31	STREET	7304	CHEROKEE DRIVE	CHED01		
9062	2481	R		Maple-Sugar	31	STREET	7304	CHEROKEE DRIVE	CHED01		
6283	2525	R		Elm-Chinese	31	STREET	7308	CHEROKEE DRIVE	CHED01		
8491	2610	R		Sweetgum	31	STREET	7312	CHEROKEE DRIVE	CHED01		
7736	2681	R		Linden-American	31	STREET	7316	CHEROKEE DRIVE	CHED01		
9626	2747	R		Ginkgo-Presidential	31	STREET	7320	CHEROKEE DRIVE	CHED01		
8050	2794	R		Linden-Littleleaf	31	STREET	7320	CHEROKEE DRIVE	CHED01		
9063	2796	R		Linden-American	31	STREET	7324	CHEROKEE DRIVE	CHED01		
9704	2811	L		SHANTUNG MAPLE	31	STREET	7329	CHEROKEE DRIVE	CHED01	7329 CHEROKEE DRIVE	
9705	2844	R	Honeylocust	triacanthos	31	STREET	7328	CHEROKEE DRIVE	CHED01	7328 CHEROKEE DRIVE	
9703	2893	R		TULIP TREE	31	STREET	7332	CHEROKEE DRIVE	CHED01	7332 CHEROKEE DRIVE	
10034	2917	L	Autumn Brilliance Serviceberry	arborea x laevis	31	STREET	7333	CHEROKEE DRIVE	CHED01		
10356	2950	L	Cherry And Plum Spp.	spp.	31	STREET	7337	CHEROKEE DRIVE	CHED01		
4074	3014	L		Sweetgum	31	STREET	7337	CHEROKEE DRIVE	CHED01		
10035	3035	R	Sugar Maple	saccharum	31	STREET	7340	CHEROKEE DRIVE	CHED01		
9702	3068	L		REDMOND LINDEN	31	STREET	7341	CHEROKEE DRIVE	CHED01	7341 CHEROKEE DRIVE	
9627	3126	R		Oak-Red	31	STREET	7344	CHEROKEE DRIVE	CHED01		
3050	3152	L		Maple-Red	31	STREET	7345	CHEROKEE DRIVE	CHED01		
3152	3170	L		Ginkgo-Biloba	31	STREET	7345	CHEROKEE DRIVE	CHED01		
3144	3296	L		Honeylocust-Thornles	31	STREET	7405	CHEROKEE DRIVE	CHED01		
2704	3373	L		Redbud-Unknown	31	STREET	7409	CHEROKEE DRIVE	CHED01		

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Tree Rec #	Station	Street Side	Common Name	Species	DIST_CODE	LOC_CODE	Address	Street Name	Parent	V-Comments	Inspection Date
7930	3406	R		Maple-Norway	31	STREET	7412	CHEROKEE DRIVE	CHED01		
3321	3414	L		Maple-Sunset	31	STREET	7409	CHEROKEE DRIVE	CHED01		
3493	3451	L		Honeylocust-Thornles	31	STREET	7417	CHEROKEE DRIVE	CHED01		
9900	3482	R	AUTUMN GOLD GINGKO	AUTUMN GOLD GINGKO	31	STREET	7416	CHEROKEE DRIVE	CHED01		
10036	3540	L	Sugar Maple	saccharum	31	STREET	7421	CHEROKEE DRIVE	CHED01		
10131	3588	R	Maple Spp.	spp.	31	STREET	7424	CHEROKEE DRIVE	CHED01		
4477	3589	L		Maple-Red	31	STREET	7425	CHEROKEE DRIVE	CHED01		
4044	3614	L		Maple-Indian Summer	31	STREET	7425	CHEROKEE DRIVE	CHED01		
8650	3635	R		Spruce-Blue	31	STREET	7428	CHEROKEE DRIVE	CHED01		
8302	3656	R		Oak-Pin	31	STREET	7428	CHEROKEE DRIVE	CHED01		
3929	3668	L		Viburnum-Mapleleaf	31	STREET	7429	CHEROKEE DRIVE	CHED01		
9700	3704	R	Sugar Maple	saccharum	31	STREET	7432	CHEROKEE DRIVE	CHED01	7432 CHEROKEE DRIVE	
4361	3726	L		Maple-Red	31	STREET	7433	CHEROKEE DRIVE	CHED01		
3612	3777	L		Honeylocust-Thornles	31	STREET	7437	CHEROKEE DRIVE	CHED01		
8870	3844	R		Locust-Black	31	STREET	7440	CHEROKEE DRIVE	CHED01		
8303	3861	R		Locust-Black	31	STREET	7440	CHEROKEE DRIVE	CHED01		
3344	3935	L		Sweetgum	31	STREET	7445	CHEROKEE DRIVE	CHED01		
6972	3970	R		Redbud-Eastern	31	STREET	7444	CHEROKEE DRIVE	CHED01		
3448	3985	L		Ginkgo-Biloba	31	STREET	7449	CHEROKEE DRIVE	CHED01		
7543	4006	R		Linden-Littleleaf	31	STREET	7448	CHEROKEE DRIVE	CHED01		
9880	4063	L	Sugar Maple	saccharum	31	STREET	7453	CHEROKEE DRIVE	CHED01		
6798	4083	R		Lilac-Japanese	31	STREET	7452	CHEROKEE DRIVE	CHED01		
9881	4092	L	Sugar Maple	saccharum	31	STREET	7453	CHEROKEE DRIVE	CHED01		
3345	4265	L	Honeycrisp Apple	pumila	31	ISLAND	7456	CHEROKEE DRIVE	CHED01		
2309	4288	L	Eastern Redbud	canadensis	31	ISLAND	7460	CHEROKEE DRIVE	CHED01		
4216	4309	L		Redbud-Eastern	31	ISLAND	7460	CHEROKEE DRIVE	CHED01		
3195	4345	L		Magnolia-Saucer	31	ISLAND	7460	CHEROKEE DRIVE	CHED01		

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Tree Rec #	Station	Street Side	Common Name	Species	DIST_CODE	LOC_CODE	Address	Street Name	Parent	V-Comments	Inspection Date
4217	4373	L		Crabapple-Sargent	31	ISLAND	7460	CHEROKEE DRIVE	CHED01		
2755	4421	L		Spruce-Norway	31	ISLAND	7460	CHEROKEE DRIVE	CHED01		
4174	4430	L		Spruce-Norway	31	ISLAND		CHEROKEE DRIVE	CHED01		
3928	4432	L		Pear-Bradford	31	ISLAND	7460	CHEROKEE DRIVE	CHED01		
9514	47	R		Tuliptree	31	STREET		FALMOUTH STREET	FALD01	7300 FALMOUTH DRIVE	
3154	219	L		Linden-American	31	STREET	7311	FALMOUTH STREET	FALD01		
5680	259	R		Crabapple-PrairieFir	31	STREET	7316	FALMOUTH STREET	FALD01		
8488	348	R		HoneyLocust-Shademas	31	STREET	7320	FALMOUTH STREET	FALD01		
2144	356	L		Maple-Autumn Glory	31	STREET	7321	FALMOUTH STREET	FALD01		
7733	425	R		Honeylocust-Thornles	31	STREET	7324	FALMOUTH STREET	FALD01		
2869	427	L		Maple-Silver	31	STREET	7325	FALMOUTH STREET	FALD01		
2903	559	L		Honeylocust-Thornles	31	STREET	7333	FALMOUTH STREET	FALD01		
9433	591	R		Honeylocust-Thornles	31	STREET		FALMOUTH STREET	FALD01	3402 W 73RD TERRACE	
2754	623	L		Honeylocust-Thornles	31	STREET	7337	FALMOUTH STREET	FALD01		
9950	687	L	TRIDENT MAPLE	TRIDENT MAPLE	31	STREET	7341	FALMOUTH DRIVE	FALD01		
1108	754	L		Honeylocust-Thornles	31	STREET	7345	FALMOUTH STREET	FALD01		
9091	791	R		Honeylocust Skyline	31	STREET	7348	FALMOUTH STREET	FALD01		
4667	817	R		Elm-Chinese	31	STREET	7348	FALMOUTH STREET	FALD01		
3605	818	L		Maple-Sugar	31	STREET	7349	FALMOUTH STREET	FALD01		
2596	873	L		Maple-Mountain	31	STREET	7353	FALMOUTH STREET	FALD01		
8332	951	R		Honeylocust-Thornles	31	STREET		FALMOUTH STREET	FALD01	3320 W 73RD TERRACE	
10286	1184	L	Paperbark Maple	griseum	31	STREET	7455	MISSION ROAD	MIRD05		
10290	5865	L	Paperbark Maple	griseum	31	STREET	7105	MISSION ROAD	MIRD05		
10289	5902	L	Paperbark Maple	griseum	31	STREET	7105	MISSION ROAD	MIRD05		
10288	6051	L	Paperbark Maple	griseum	31	STREET	7105	MISSION ROAD	MIRD05		
10287	8133	L	Paperbark Maple	griseum	31	STREET	7455	MISSION ROAD	MIRD05		
10285	8207	L	Paperbark Maple	griseum	31	STREET	7455	MISSION ROAD	MIRD05		

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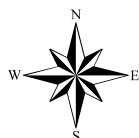
Tree Rec #	Station	Street Side	Common Name	Species	DIST_CODE	LOC_CODE	Address	Street Name	Parent	V-Comments	Inspection Date
8180	41	R		Oak-Red	31	STREET		WINDSOR STREET	WIST01	7152 CHEROKEE	
2481	48	L		Oak-Red	31	STREET		WINDSOR STREET	WIST01	CHEROKEE	
2867	50	L		Maple-Sugar	31	STREET	7156	WINDSOR STREET	WIST01	7156 CHEROKEE	
4180	72	L		Yellowwood-American	31	STREET		WINDSOR STREET	WIST01		
7420	87	R		Spruce-Blue	31	STREET		WINDSOR STREET	WIST01	7152 Cherokee	
2272	104	L		Honeylocust-Thornles	31	STREET		WINDSOR STREET	WIST01	7156 Cherokee	
11643	122	R	Eastern Redbud	canadensis	31	STREET		WINDSOR STREET	WIST01	7152 CHEROKEE DRIVE	
9378	128	R		Ash-Green/Red	31	STREET		WINDSOR STREET	WIST01	7152 CHEROKEE	
4326	178	L		Honeylocust-Thornles	31	STREET	7171	WINDSOR STREET	WIST01		
3748	268	L		Maple-Sugar	31	STREET	7171	WINDSOR STREET	WIST01		
11642	473	L	Eastern Redbud	canadensis	31	STREET		WINDSOR STREET	WIST01	7200 CANTERBURY DRIVE	
11641	507	L	Sugar Maple	saccharum	31	STREET	7205	WINDSOR STREET	WIST01		
2567	943	L		Cedar-Red	31	STREET		WINDSOR STREET	WIST01		
3749	945	L		Honeylocust-Thornles	31	STREET	7305	WINDSOR STREET	WIST01		
9310	1235	R		Oak-Red	31	STREET		WINDSOR STREET	WIST01	3500 West 73rd Terr	
2720	1410	L		Honeylocust-Thornles	31	STREET		WINDSOR STREET	WIST01	3412 West 74th St	
2126	1486	L		Honeylocust-Thornles	31	STREET		WINDSOR STREET	WIST01	3412 West 74th Street	
8745	1506	R		Maple-Red	31	STREET	7340	WINDSOR STREET	WIST01		
7986	1540	R		Oak-Red	31	STREET	7340	WINDSOR STREET	WIST01		
7421	1587	R		Pine-Austrian	31	STREET	7340	WINDSOR STREET	WIST01		
3600	1592	L		Honeylocust-Thornles	31	STREET		WINDSOR STREET	WIST01	3417 West 74th Street	
3160	1670	L		Honeylocust-Thornles	31	STREET		WINDSOR STREET	WIST01	3417 West 74th Street	
8625	1714	R		Walnut-Black	31	STREET	7400	WINDSOR STREET	WIST01		
2570	1720	L		Honeylocust-Thornles	31	STREET		WINDSOR STREET	WIST01	3414 West 74th Terrace	
9726	1780	L		Sugar Maple	31	STREET		WINDSOR STREET	WIST01	3414 West 74th Terrace	
9823	1780	L	Sugar Maple	saccharum	31	STREET		WINDSOR STREET	WIST01	3414 W 74TH TERRACE	
2127	1790	L		Honeylocust-Thornles	31	STREET		WINDSOR STREET	WIST01	3414 West 74th Terrace	

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4039	1895	L		Locust-Black	31	STREET		WINDSOR STREET	WIST01	3415 West 74th Terrace	

APPROXIMATELY 649 TREES IN AREA 31

Work Area 32



THE CITY OF PRAIRIE VILLAGE
Star of Kansas Created by Public Works GIS

October 13, 2021

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Tree Rec #	Station	Street Side	Common Name	Species	DIST_CODE	LOC_CODE	Address	Street Name	Parent	V-Comments	Inspection Date
378	27	L	Sourwood	Sourwood	32	STREET	1901	71ST STREET	71ST01		
11907		R	Blackgum	sylvatica	32	STREET	2012	71ST STREET	71ST01		
11805	308	L	Blackgum	sylvatica	32	STREET	2015	71ST STREET	71ST01		
5742	450	R	Black Locust	Locust-Black	32	STREET	2020	71ST STREET	71ST01		
5396	488	R	Sweetgum	Sweetgum	32	STREET	2108	71ST STREET	71ST01		
23	713	L	American Linden	Linden-American	32	STREET		71ST STREET	71ST01	On Eaton	
1547	770	L	Pin Oak	Oak-Pin	32	STREET	2211	71ST STREET	71ST01		
1200	851	L	Pin Oak	Oak-Pin	32	STREET	2211	71ST STREET	71ST01		
727	1165	L	Slippery Elm	Elm-Slippery	32	STREET	2309	71ST STREET	71ST01		
6089	1226	R	American Linden	Linden-American	32	STREET	2310	71ST STREET	71ST01		
5048	1350	R	Pin Oak	Oak-Pin	32	STREET	2314	71ST STREET	71ST01		
1548	1406	L	Pin Oak	Oak-Pin	32	STREET	2401	71ST STREET	71ST01		
4703	1408	R	Pin Oak	Oak-Pin	32	STREET	2314	71ST STREET	71ST01		
1082	1441	L	Pin Oak	Oak-Pin	32	STREET	2401	71ST STREET	71ST01		
728	1517	L	Black Locust	Locust-Black	32	STREET	2405	71ST STREET	71ST01		
254	1550	L	Sugar Maple	Maple-Sugar	32	STREET	2405	71ST STREET	71ST01		
1898	1588	L	Viburnum-Mapleleaf	Viburnum-Mapleleaf	32	STREET	2405	71ST STREET	71ST01		
5864	1618	R	Autumn Glory Maple	Maple-Autumn Glory	32	STREET	2408	71ST STREET	71ST01		
1432	1636	L	Sugar Maple	Maple-Sugar	32	STREET	2409	71ST STREET	71ST01		
5399	1666	R	Sugar Maple	Maple-Sugar	32	STREET	2408	71ST STREET	71ST01		
1758	1675	L		Redbud-Eastern	32	STREET	2409	71ST STREET	71ST01		
5049	1763	R	Sugar Maple	Maple-Sugar	32	STREET	2412	71ST STREET	71ST01		
255	1766	L	Sweetgum	Sweetgum	32	STREET	2413	71ST STREET	71ST01		
9989	1811	R	Sugar Maple	saccharum	32	STREET	2416	71ST STREET	71ST01		
4181	1823	L		Maple-Red	32	STREET	2413	71ST STREET	71ST01		

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Tree Rec #	Station	Street Side	Common Name	Species	DIST_CODE	LOC_CODE	Address	Street Name	Parent	V-Comments	Inspection Date
6845	1899	R		Maple-Autumn Blaze	32	STREET	2416	71ST STREET	71ST01		
1781	1901	L	Sycamore	Sycamore	32	STREET	2417	71ST STREET	71ST01		
1433	1964	L	Autumn Blaze Maple	Maple-Autumn Blaze	32	STREET	2421	71ST STREET	71ST01		
6206	2002	R	Red Maple	Maple-Red	32	STREET	2424	71ST STREET	71ST01		
612	2056	L	Red Maple	Maple-Red	32	STREET	2425	71ST STREET	71ST01		
11829		L	Tatarian Maple	tataricum	32	STREET	2425	71ST STREET	71ST01		
5746	2110	R	Sweetgum	Sweetgum	32	STREET	2500	71ST STREET	71ST01		
4466	2111	L		Maple-Sugar Caddo	32	STREET	2425	71ST STREET	71ST01		
1853	2133	L	Red Maple	Maple-Red	32	STREET	2501	71ST STREET	71ST01		
5400	2159	R	Red Maple	Maple-Red	32	STREET	2500	71ST STREET	71ST01		
4936	2194	R	Pin Oak	Oak-Pin	32	STREET	2500	71ST STREET	71ST01		
1507	2208	L	Silver Maple	Maple-Silver	32	STREET	2505	71ST STREET	71ST01		
1039	2255	L	Silver Maple	Maple-Silver	32	STREET	2505	71ST STREET	71ST01		
686	2277	L	Silver Maple	Maple-Silver	32	STREET	2505	71ST STREET	71ST01		
211	2307	L	Silver Maple	Maple-Silver	32	STREET	2509	71ST STREET	71ST01		
4590	2317	R	Red Maple	Maple-Red	32	STREET	2508	71ST STREET	71ST01		
1854	2320	L	Red Maple	Maple-Red	32	STREET	2509	71ST STREET	71ST01		
1390	2357	L	Silver Maple	Maple-Silver	32	STREET	2509	71ST STREET	71ST01		
6093	2381	R	Red Maple	Maple-Red	32	STREET	2508	71ST STREET	71ST01		
5747	2423	R	Red Maple	Maple-Red	32	STREET	2512	71ST STREET	71ST01		
1040	2445	L	Red Maple	Maple-Red	32	STREET	2515	71ST STREET	71ST01		
9944	2483	L	TULIP TREE	TULIP	32	STREET	2515	71ST STREET	71ST01		
9756	3454	R	Tulip	Tulip tree	32	STREET	2908	71ST STREET	71ST02	2908 W 71ST	
2409	191	L		Honeylocust-Thornles	32	STREET	2001	71ST TERRACE	71TE01		
356	256	L		Maple-Silver	32	STREET	2005	71ST TERRACE	71TE01		

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Tree Rec #	Station	Street Side	Common Name	Species	DIST_CODE	LOC_CODE	Address	Street Name	Parent	V-Comments	Inspection Date
4935	300	R		Redbud-Eastern	32	STREET	2010	71ST TERRACE	71TE01		
4588	375	R		Mulberry-Red	32	STREET	2100	71ST TERRACE	71TE01		
6092	469	R		Maple-Red	32	STREET	2106	71ST TERRACE	71TE01		
5745	516	R		Birch-River/Red	32	STREET	2106	71ST TERRACE	71TE01		
233	556	L		Maple-Silver	32	STREET	2115	71ST TERRACE	71TE01		
5282	571	R		Hackberry-Common	32	STREET		71ST TERRACE	71TE01		
6309	589	R		Hackberry-Common	32	STREET		71ST TERRACE	71TE01		
5852	591	R		Hackberry-Common	32	STREET		71ST TERRACE	71TE01		
5503	598	R		Hackberry-Common	32	STREET		71ST TERRACE	71TE01		
5038	601	R		Hackberry-Common	32	STREET		71ST TERRACE	71TE01		
5853	606	R		Elm-Slippery	32	STREET		71ST TERRACE	71TE01		
5389	741	R		Maple-Silver	32	STREET	2204	71ST TERRACE	71TE02		
5039	918	R		Sycamore	32	STREET	2216	71ST TERRACE	71TE02		
10219	968	R	Chinese Elm	parvifolia	32	STREET	2222	71ST TERRACE	71TE02		
6197	1018	R		Elm-Slippery	32	STREET	2222	71ST TERRACE	71TE02		
5734	1025	R		Cedar-Red	32	STREET	2226	71ST TERRACE	71TE02		
6218	1030	R		Cedar-Red	32	STREET	2226	71ST TERRACE	71TE02		
3002	1032	L		Redbud-Unknown	32	STREET	2223	71ST TERRACE	71TE02		
5876	1034	R		Cedar-Red	32	STREET	2226	71ST TERRACE	71TE02		
5412	1038	R		Cedar-Red	32	STREET	2226	71ST TERRACE	71TE02		
5063	1041	R		Pine-Eastern White	32	STREET	2226	71ST TERRACE	71TE02		
1761	1045	L		Maple-Red	32	STREET	2231	71ST TERRACE	71TE02		
1413	1081	L		Crabapple-PrairieFir	32	STREET	2231	71ST TERRACE	71TE02		
944	1101	L		Maple-Silver	32	STREET	2231	71ST TERRACE	71TE02		
10185	1341	L	Sugar Maple	saccharum	32	STREET		71ST TERRACE	71TE02	7135 HIGH DRIVE	

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5390	1355	R		Oak-Pin	32	STREET	2312	71ST TERRACE	71TE02		
4924	1391	R		Oak-Pin	32	STREET	2312	71ST TERRACE	71TE02		
118	1430	L		Oak-Pin	32	STREET		71ST TERRACE	71TE02	7135 High Drive	
1762	1557	L		Oak-Scarlett	32	STREET		71ST TERRACE	71TE02	7134 High Drive	
6081	1674	R		Elm-American	32	STREET	2406	71ST TERRACE	71TE02		
1294	1685	L		Oak-Pin	32	STREET		71ST TERRACE	71TE02	7131 Booth Drive.	
5735	1970	R		Sweetgum	32	STREET	2422	71ST TERRACE	71TE02		
474	2080	L		Oak-Pin	32	STREET		71ST TERRACE	71TE02	7131 Springfield Street	
5271	2191	R		Holly-American	32	STREET	2506	71ST TERRACE	71TE02		
4925	2194	R		Birch-River/Red	32	STREET	2506	71ST TERRACE	71TE02		
6421	2202	R		Birch-River/Red	32	STREET	2506	71ST TERRACE	71TE02		
9904	100	R	Sugar Maple	saccharum	32	STREET	1900	72ND STREET	72ST01		
10021	244	R	Sugar Maple	saccharum	32	STREET	2006	72ND STREET	72ST01		
10022	288	R	TULIP TREE	TULIP TREE	32	STREET	2014	72ND STREET	72ST01		
6419	351	R		Sweetgum	32	STREET	2016	72ND STREET	72ST01		
11906		L	Blackgum	sylvatica	32	STREET	2017	72ND STREET	72ST01		
5966	392	R		Sweetgum	32	STREET	2020	72ND STREET	72ST01		
5618	423	R		Sweetgum	32	STREET	2020	72ND STREET	72ST01		
11807	427	L	Blackgum	sylvatica	32	STREET	2101	72ND STREET	72ST01		
11806	561	R	Swamp White Oak	bicolor	32	STREET	2110	72ND STREET	72ST01		
5154	563	R		Magnolia-Saucer	32	STREET	2110	72ND STREET	72ST01		
364	758	L		Maple-Autumn Glory	32	STREET	2201	72ND STREET	72ST02		
2860	887	L		Linden-Littleleaf	32	STREET	2219	72ND STREET	72ST02		
714	922	L		Maple-Red	32	STREET	2219	72ND STREET	72ST02		
6307	1039	R		Maple-Silver	32	STREET	2224	72ND STREET	72ST02		

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Tree Rec #	Station	Street Side	Common Name	Species	DIST_CODE	LOC_CODE	Address	Street Name	Parent	V-Comments	Inspection Date
240	1108	L		Oak-Red	32	STREET	2301	72ND STREET	72ST02		
1885	1130	L		Oak-Red	32	STREET	2301	72ND STREET	72ST02		
5967	1364	R		Honeylocust-Thornles	32	STREET		72ND STREET	72ST02	7143 High Drive	
5501	1381	R		Honeylocust-Thornles	32	STREET		72ND STREET	72ST02	7143 High Drive	
5155	1414	R		Oak-Scarlett	32	STREET		72ND STREET	72ST02	7143 High Drive	
5381	191	R		Linden-American	32	STREET	2104	72ND TERRACE	72TE01		
1260	516	L		Maple-Sugar	32	STREET	2111	72ND TERRACE	72TE01		
789	560	L		Maple-Sugar	32	STREET	2111	72ND TERRACE	72TE01		
5032	562	R		Maple-Silver	32	STREET	2110	72ND TERRACE	72TE01		
439	581	L		Maple-Sugar	32	STREET	2115	72ND TERRACE	72TE01		
4570	601	R		Elm-Siberian	32	STREET	2114	72ND TERRACE	72TE01		
1959	605	L		Oak-Pin	32	STREET	2115	72ND TERRACE	72TE01		
1610	630	L		Maple-Sugar	32	STREET	2115	72ND TERRACE	72TE01		
790	752	L		Maple-Silver	32	STREET	2209	72ND TERRACE	72TE02		
318	779	L		Maple-Silver	32	STREET	2209	72ND TERRACE	72TE02		
6189	805	R		Sweetgum	32	STREET	2212	72ND TERRACE	72TE02		
5726	1104	R		Sweetgum	32	STREET	2230	72ND TERRACE	72TE02		
2562	1136	L		Cedar-Red	32	STREET	2301	72ND TERRACE	72TE02		
5382	1338	R		Oak-Pin	32	STREET		72ND TERRACE	72TE02	7211 High Drive	
9698	1378	R	Goldenrain Tree	paniculata	32	STREET		72ND TERRACE	72TE02	7211 HIGH DRIVE	
4571	1424	R		Oak-Pin	32	STREET		72ND TERRACE	72TE02	7211 High Drive	
4673	327	R		Linden-American	32	STREET	2016	73RD STREET	73ST01		
6176	405	R		Birch-River/Red	32	STREET	2020	73RD STREET	73ST01		
5833	495	R		Oak-White	32	STREET	2106	73RD STREET	73ST01		
1266	533	L		Pine-Austrian	32	STREET	2109	73RD STREET	73ST01		

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11910		R	Swamp White Oak	bicolor	32	STREET	2210	73RD STREET	73ST02		
11911		L	Red Maple	rubrum	32	STREET	2211	73RD STREET	73ST02		
795	900	L		Sweetgum	32	STREET	2217	73RD STREET	73ST02		
5369	905	R		Maple-Silver	32	STREET	2216	73RD STREET	73ST02		
445	908	L		Sweetgum	32	STREET	2217	73RD STREET	73ST02		
1616	1148	L		Maple-Silver	32	STREET	2301	73RD STREET	73ST02		
796	1203	L		Maple-Silver	32	STREET	2305	73RD STREET	73ST02		
324	1383	L		Maple-Sugar	32	STREET		73RD STREET	73ST02	7301 High Drive	
7679	1389	R		Hornbeam, European	32	STREET		73RD STREET	73ST02	7223 HIGH DRIVE	
1459	1539	L		Maple-Legacy	32	STREET		73RD STREET	73ST03	7300 HIGH DRIVE	
4319	1636	L		Hornbeam, European	32	STREET		73RD STREET	73ST03	7301 BOOTH AVE	
1151	1710	L		Maple-Sugar	32	STREET		73RD STREET	73ST03	7301 BOOTH ST	
9041	1714	R		Maple-Red	32	STREET		73RD STREET	73ST03	2410 BOOTH STREET	
1845	1836	L		Linden-American	32	STREET		73RD STREET	73ST04	1304 BOOTH STREET	
325	2002	L		Osage-Orange	32	STREET	2515	73RD STREET	73ST04		
1500	2192	L		Osage-Orange	32	STREET		73RD STREET	73ST05	7300 SPRINGFIELD	
1031	2228	L		Elm-Slippery	32	STREET		73RD STREET	73ST05	7300 SPRINGFIELD	
203	2242	L		Elm-Slippery	32	STREET		73RD STREET	73ST05	7300 SPRINGFIELD	
1846	2273	L		Mulberry-Red	32	STREET		73RD STREET	73ST05	7300 SPRINGFIELD	
1952	110	L		Birch-River/Red	32	STREET	1909	73RD TERRACE	73TE01		
5952	185	R		Viburnum-Mapleleaf	32	STREET	2004	73RD TERRACE	73TE01		
11851		R	Urban Sunset Maple	truncatum x platanoides	32	STREET	2004	73RD TERRACE	73TE01		
1485	404	L		Locust-Black	32	STREET	2101	73RD TERRACE	73TE01		
1137	427	L		Pear-Bradford	32	STREET	2101	73RD TERRACE	73TE01		
663	485	L		Sweetgum	32	STREET	2115	73RD TERRACE	73TE01		

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9942	547	L	Common Serviceberry	arborea	32	STREET	2119	73RD TERRACE	73TE01		
2710	557	L		Tuliptree	32	STREET	2119	73RD TERRACE	73TE01		
9867	865	L	NORTHERN RED OAK	NORTHERN RED OAK	32	STREET	2215	73RD TERRACE	73TE02		
1015	930	L		Oak-Pin	32	STREET	2217	73RD TERRACE	73TE02		
664	988	L		Elm-Slippery	32	STREET	2223	73RD TERRACE	73TE02		
6293	1040	R		Elm-Slippery	32	STREET	2220	73RD TERRACE	73TE02		
187	1216	L		Oak-Pin	32	STREET	2311	73RD TERRACE	73TE02		
5953	1238	R		Maple-Sugar	32	STREET	2308	73RD TERRACE	73TE02		
1831	1254	L		Pear-Aristocrat	32	STREET		73RD TERRACE	73TE02	7317 High Drive.	
5488	1357	R		Oak-White	32	STREET		73RD TERRACE	73TE02	7309 High Drive	
5141	1415	R		Redbud-Eastern	32	STREET		73RD TERRACE	73TE02	7309 High Drive	
4550	74	R		Maple-Silver	32	STREET	1900	74TH STREET	74ST01		
6052	205	R		Pear-Bradford	32	STREET	1912	74TH STREET	74ST01		
5706	216	R		Pear-Bradford	32	STREET	1912	74TH STREET	74ST01		
1490	233	L		Elm-Slippery	32	STREET		74TH STREET	74ST01	7400 Stateline	
1019	249	L		Elm-Slippery	32	STREET		74TH STREET	74ST01	7400 State Line	
6394	281	R		Redbud-Eastern	32	STREET	2014	74TH STREET	74ST01		
6053	377	R		Sweetgum	32	STREET	2020	74TH STREET	74ST01		
5590	407	R		Maple-Silver	32	STREET	2020	74TH STREET	74ST01		
191	875	L		Magnolia-Saucer	32	STREET	2217	74TH STREET	74ST02		
1835	905	L		Sweetgum	32	STREET	2217	74TH STREET	74ST02		
6346	1047	R		Ash-Green/Red	32	STREET	2228	74TH STREET	74ST02		
1371	1080	L		Oak-Pin	32	STREET	2229	74TH STREET	74ST02		
1020	1140	L		Maple-Silver	32	STREET	2301	74TH STREET	74ST02		
549	1220	L		Maple-Silver	32	STREET	2307	74TH STREET	74ST02		

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5243	1256	R		Maple-Red	32	STREET	2314	74TH STREET	74ST02		
10181	1376	R	Ginkgo, Maidenhair Tree	biloba	32	STREET		74TH STREET	74ST02	7320 HIGH DRIVE	
9407	369	R		Crabapple-Sargent	32	STREET	2226	74TH TERRACE	74TE01		
4666	492	R		Maple-Sugar	32	STREET	2226	74TH TERRACE	74TE01		
1820	583	L		Magnolia-Saucer	32	STREET	2231	74TH TERRACE	74TE01		
3017	700	L		Redbud-Eastern	32	STREET	2305	74TH TERRACE	74TE01		
1476	762	L		Maple-Silver	32	STREET	2309	74TH TERRACE	74TE01		
5363	782	R		Cedar-Red	32	STREET	2310	74TH TERRACE	74TE01		
1005	829	L		Oak-Pin	32	STREET		74TH TERRACE	74TE01		
654	874	L		Oak-Pin	32	STREET		74TH TERRACE	74TE01		
177	914	L		Oak-Pin	32	STREET		74TH TERRACE	74TE01		
1821	958	L		Oak-Pin	32	STREET		74TH TERRACE	74TE01		
1357	1044	L		Oak-Pin	32	STREET		74TH TERRACE	74TE01		
1006	1088	L		Oak-Pin	32	STREET		74TH TERRACE	74TE01		
535	1130	L		Oak-Pin	32	STREET		74TH TERRACE	74TE01		
178	1172	L		Oak-Pin	32	STREET		74TH TERRACE	74TE01		
1708	1215	L		Oak-Pin	32	STREET		74TH TERRACE	74TE01		
2401	712	L		Elm-Siberian	32	STREET	7141	BELINDER AVENUE	BEAV03		
4452	740	L		Elm-Siberian	32	STREET	7141	BELINDER AVENUE	BEAV03		
3871	780	L		Elm-Siberian	32	STREET	7201	BELINDER AVENUE	BEAV03		
2402	1083	L		Osage-Orange	32	STREET	7223	BELINDER AVENUE	BEAV03		
4302	1127	L		Oak-Pin	32	STREET	7227	BELINDER AVENUE	BEAV03		
2251	1233	L		Oak-Pin	32	STREET	7237	BELINDER AVENUE	BEAV03		
4305	1360	L		Walnut-Black	32	STREET	7245	BELINDER AVENUE	BEAV03		
3729	1632	L		Spruce-Blue	32	STREET	7315	BELINDER AVENUE	BEAV04		

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3728	1810	L		Elm-American	32	STREET	7329	BELINDER AVENUE	BEAV04		
4159	2036	L		Hackberry-Common	32	STREET	7347	BELINDER AVENUE	BEAV04		
2699	2136	L		Honeylocust-Thornles	32	STREET	7401	BELINDER AVENUE	BEAV04		
2107	2497	L		Maple-Silver	32	STREET	7425	BELINDER AVENUE	BEAV04		
7248	1049	R		Maple-Silver	32	STREET	7310	BOOTH STREET	BOAV02		
2408	2113	L		Maple-Sugar	32	STREET		BOOTH STREET	BOAV02	2400 W 75th	
4308	2154	L		Maple-Sugar	32	STREET		BOOTH STREET	BOAV02	2400 W 75th	
3434	2190	L		Maple-Red	32	STREET		BOOTH STREET	BOAV02	2400 W 75TH ST	
3877	2234	L		Maple-Red	32	STREET		BOOTH STREET	BOAV02	2400 W 75th	
8088	60	R		Magnolia-Saucer	32	STREET		EATON STREET	EAST01	2201 West 71st Street	
6506	79	R		Lilac-Japanese	32	STREET		EATON STREET	EAST01		
2539	153	L		Elm-Siberian	32	STREET		EATON STREET	EAST01		
4438	187	L		Maple-Silver	32	STREET		EATON STREET	EAST01	2110 71ST TERR	
4007	226	L		Maple-Silver	32	STREET		EATON STREET	EAST01	2110 71ST TERR	
8276	234	R		Cedar-Red	32	STREET		EATON STREET	EAST01	2110 71ST TERR	
3422	255	L		Maple-Silver	32	STREET		EATON STREET	EAST01	2110 71ST TERR	
2698	368	L		Crabapple-PrairieFir	32	STREET		EATON STREET	EAST01	2215 71ST TERR	
3440	410	L		Crabapple-PrairieFir	32	STREET		EATON STREET	EAST01	2215 71ST TERR	
496	433	L		Oak-Unknown	32	STREET		EATON STREET	EAST01	2215 71ST TERR	
2979	452	L		Elm-Slippery	32	STREET		EATON STREET	EAST01	71ST TERRACE	
3772	678	L		Maple-Silver	32	STREET		EATON STREET	EAST01	72ND STREET	
2387	866	L		Sweetgum	32	STREET		EATON STREET	EAST01	72ND TERR	
4439	967	L		Maple-Sugar	32	STREET		EATON STREET	EAST01	2115 West 72nd Terrace	
2663	1005	L		Maple-Silver	32	STREET		EATON STREET	EAST01	2115 West 72nd Terrace	
2217	1051	L		Maple-Silver	32	STREET		EATON STREET	EAST01	2115 West 72nd Terrace	

AREA 32

Tree Rec #	Station	Street Side	Common Name	Species	DIST_CODE	LOC_CODE	Address	Street Name	Parent	V-Comments	Inspection Date
4127	1118	L		Walnut-Black	32	STREET		EATON STREET	EAST01	On 73rd Street	
3694	1141	L		Redbud-Eastern	32	STREET		EATON STREET	EAST01	On 73rd Street	
3108	1155	L		Cedar-Red	32	STREET		EATON STREET	EAST01	On 73rd Street	
2664	1167	L		Cedar-Red	32	STREET		EATON STREET	EAST01	On 73rd Street	
2075	1191	L		Mimosa	32	STREET		EATON STREET	EAST01	On 73rd Street	
3550	1442	L		Persimmon	32	STREET		EATON STREET	EAST01	73RD TERR	
6756	1483	R		Spruce-Norway	32	STREET		EATON STREET	EAST01	73RD TERR	
3109	1537	L		Persimmon	32	STREET		EATON STREET	EAST01	73RD TERR	
2523	1605	L		Oak-Pin	32	STREET		EATON STREET	EAST01	73RD TERR	
3991	1672	L		Maple-Sugar	32	STREET		EATON STREET	EAST01	73RD TERR	
3551	1694	L		Pine-Red	32	STREET		EATON STREET	EAST01	73RD TERR	
11604	1706	L	Eastern Redbud	canadensis	32	STREET		EATON STREET	EAST01	2119 W 73RD TERRACE	
3697	68	L		Oak-Pin	32	STREET	7135	HIGH DRIVE	HIDR01		
3110	143	L		Oak-Pin	32	STREET	7139	HIGH DRIVE	HIDR01		
2667	193	L		Oak-Pin	32	STREET	7143	HIGH DRIVE	HIDR01		
2077	373	L		Oak-Pin	32	STREET	7203	HIGH DRIVE	HIDR01		
4130	472	L		Oak-Pin	32	STREET	7207	HIGH DRIVE	HIDR01		
3552	587	L		Oak-Pin	32	STREET		HIGH DRIVE	HIDR01	72 TERR	
3111	732	L		Oak-Pin	32	STREET	7215	HIGH DRIVE	HIDR01		
2525	903	L		Oak-Pin	32	STREET	7223	HIGH DRIVE	HIDR01		
2078	1000	L		Oak-Pin	32	STREET	7301	HIGH DRIVE	HIDR02		
3993	1054	L		Spruce-Black	32	STREET	7301	HIGH DRIVE	HIDR02		
3553	1142	L		Maple-Red	32	STREET	7305	HIGH DRIVE	HIDR02		
2964	1167	L		Redbud-Eastern	32	STREET	7309	HIGH DRIVE	HIDR02		
2526	1218	L		Maple-Sugar	32	STREET	7309	HIGH DRIVE	HIDR02		

AREA 32

Tree Rec #	Station	Street Side	Common Name	Species	DIST_CODE	LOC_CODE	Address	Street Name	Parent	V-Comments	Inspection Date
4426	1239	L		Redbud-Eastern	32	STREET	7309	HIGH DRIVE	HIDR02		
3409	1359	L		Oak-Pin	32	STREET	7317	HIGH DRIVE	HIDR02		
2965	1451	L		Oak-Pin	32	STREET	7321	HIGH DRIVE	HIDR02		
2373	1478	L		Maple-Sugar	32	STREET	7325	HIGH DRIVE	HIDR02		
4427	1520	L		Oak-Pin	32	STREET	7325	HIGH DRIVE	HIDR02		
3845	1619	L		Oak-Pin	32	STREET	7401	HIGH DRIVE	HIDR02		
3410	1742	L		Oak-Pin	32	STREET	7405	HIGH DRIVE	HIDR02		
2818	1800	L		Oak-Pin	32	STREET	7409	HIGH DRIVE	HIDR02		
2374	1859	L		Oak-Pin	32	STREET	7409	HIGH DRIVE	HIDR02		
7810	86	R		Magnolia-Saucer	32	STREET		SPRINGFIELD STREET	SPST01	2601 West 71st Terr	
2036	360	L		Maple-Silver	32	STREET	7201	SPRINGFIELD STREET	SPST01		
3801	453	L		Oak-Red	32	STREET	7215	SPRINGFIELD STREET	SPST01		
3031	653	L		Redbud-Eastern	32	STREET	7231	SPRINGFIELD STREET	SPST01		
6475	660	R		Maple-Red	32	STREET	7226	SPRINGFIELD STREET	SPST01		
2589	725	L		Plum-Unknown	32	STREET	7231	SPRINGFIELD STREET	SPST01		
9135	845	R		Maple-Sugar	32	STREET	7236	SPRINGFIELD STREET	SPST01		
8379	1030	R		Sweetgum	32	STREET	7300	SPRINGFIELD STREET	SPST02		
3301	1110	L		Crabapple-White Ange	32	STREET	7315	SPRINGFIELD STREET	SPST02		
8380	1417	R	Northern Red Oak	rubra	32	STREET	7336	SPRINGFIELD STREET	SPST02		
3475	2053	L		Oak-Pin	32	STREET	7433	SPRINGFIELD STREET	SPST02		
3322	2075	L		Oak-Pin	32	STREET	7433	SPRINGFIELD STREET	SPST02		
3032	2095	L		Oak-Pin	32	STREET	7433	SPRINGFIELD STREET	SPST02		
6853	131	R		Crabapple-Unknown	32	STREET		STATELINE ROAD	STST01	1901 West 71st Terrace	
8190	334	R		Maple-Silver	32	STREET		STATELINE ROAD	STST01	1901 West 72nd Terrace	
9512	682	R		Pear-Bradford	32	STREET		STATELINE ROAD	STST01	1900 West 73rd Terrace	

AREA 32

Tree Rec #	Station	Street Side	Common Name	Species	DIST_CODE	LOC_CODE	Address	Street Name	Parent	V-Comments	Inspection Date
7427	852	R		Oak-Red	32	STREET		STATELINE ROAD	STST01	1900 West 73rd Terrace	
9319	893	R		Oak-Red	32	STREET		STATELINE ROAD	STST01	1900 West 74th Terrace	
7428	1069	R		Maple-Red	32	STREET		STATELINE ROAD	STST01	1900 West 72nd Terrace	
8399	1439	R		Pine-Ponderosa	32	STREET		STATELINE ROAD	STST01	73RD TERR	
8138	1470	R		Pine-Ponderosa	32	STREET		STATELINE ROAD	STST01	73RD TERR	
6116	1504	R		Oak-Red	32	STREET		STATELINE ROAD	STST01	73RD TERR	
9535	1760	R		Yellowwood-American	32	STREET		STATELINE ROAD	STST01	73RD TERR	
7573	1849	R		Magnolia-Unknown	32	STREET		STATELINE ROAD	STST01	74TH STREET	
4845	1868	R		Elm-Siberian	32	STREET		STATELINE ROAD	STST01	74TH STREET	

APPROXIMATELY 284 TREES IN AREA 32

2021 Tree Trimming



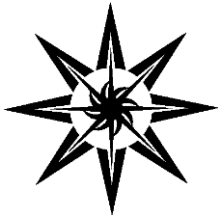
2021 Tree Trimming Areas

- Area_23
Area_31
Area_32



THE CITY OF PRAIRIE VILLAGE
Star of Kansas
 Created by Public Works GIS

October 13, 2021



MAYOR

**Council Meeting Date: October 18, 2021
CONSENT AGENDA**

Consider Appointment to the Pension Board

RECOMMENDATION

Mayor Mikkelson requests Council ratification of the appointment of Kristin Patterson to be the Mission Hills representative to the Police Pension Board.

BACKGROUND

Kristin is the Senior Vice President of FCI Advisors, Inc., and has worked in the investment industry for 27 years. She is a Shawnee Mission East graduate, and serves on many regional boards, including Kansas City Hospice and Palliative Care, the BOTAR Organization and the Junior League of Kansas City.

ATTACHMENTS

Resume

PREPARED BY

Adam Geffert
City Clerk

Date: October 12, 2021

KRISTIN K. PATTERSON

6501 OVERBROOK RD, MISSION HILLS, KS 66208 | 913-485-1101 | Kristin.Patterson@fciadvisors.com

CAREER

FCI ADVISORS, INC. / FINANCIAL COUNSELORS, INC	2001 - PRESENT
• Senior Vice President, 2013 • Head of Investment Manager Research, 2009 – Present • Vice President & Portfolio Manager, 2003 • Investment Officer, 2002 • Business Development Officer, 2001	
MTC HOLDING SHAREHOLDER	2012 - PRESENT
FCI ADVISORS BOARD OF DIRECTORS	2018 - PRESENT
DAIN RAUSCHER, INC.	1997 – 2001
• Investment Executive, 1997 – 2001 • Registered Sales Assistant, 1997	
COUNTRY CLUB BANK, N.A.	1994 - 1997
• Investment Executive	

EDUCATION

University of Richmond , Richmond, Virginia	May 1994
• Bachelor of Science in Business Administration • Graduated Cum Laude • Member, Omicron Delta Kappa National Leadership Society • Member, Pi Beta Phi Sorority	
Shawnee Mission East High School	May 1990

ACTIVITIES

The Kansas City Country Club Board of Directors	2017 - Present
• Treasurer, January 2021 - Present • Executive Committee & Covid-19 Committee, January 2021 - Present • House Committee Chairman, September - December 2020 • Pool Committee Chairman, 2018 - 2019 • Director, 2017 - 2019	
JP Morgan RIA Advisory Council	2016 - 2021
The BOTAR Organization	1994 - Present
• Women's Advisory Committee, 2019 - Present • COVID-19 Task Force, 2020 - Present	

- Vice President of the BOTAR Ball, 2014
- Vice President of Public Relations, 2008
- Treasurer, 2002
- Board of Directors, 2002, 2008, 2010 & 2014

The Junior League of Kansas City, Missouri **1997 - Present**

- Sustaining Member, 2010 – Present
- Active Member, 1998 - 2009
- Placements include: Chairman of the Investment Committee for the Endowment Fund and the Building Fund, Facilities Committee, Finance Council and service on the Board of Directors

Country Club Christian Church **1971 - Present**

- Elder
- Treasurer of the Congregational Board of Directors, 2009
- Weekday Programs Board of Directors, 2007 to 2008

Pi Beta Phi – Greater Kansas City Alumnae Club **1994 - Present**

- Member

The East Fund (Shawnee Mission Education Foundation Affiliated Fund) **2016 - 2018**

- Treasurer

Kansas City Hospice & Palliative Care **2006 - 2016**

- Member, Foundation Board of Directors
- Member, Investment Committee

The Solace House Center for Grieving Children and Families **1999 - 2000**

- Junior League Volunteer Coordinator, 1999 to 2000
- Finance Committee Chairman
- Member, Board of Directors

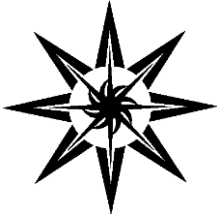
The University of Richmond

- Alumni Recruitment Committee for the Kansas City area

American Royal Governor

PERSONAL

Born in Kansas City, Missouri
 Married to Evan Patterson in April 1999
 Children - Lucy Patterson and Max Patterson



MAYOR

Council Meeting Date: October 18, 2021

COU2021-74

Consider Appointment of City Treasurer

RECOMMENDATION

Mayor Mikkelson requests the City Council ratify the appointment of Scott McDonald to serve as the City Treasurer.

MOTION

Move to ratify Mayor Mikkelson's appointment of Scott McDonald as City Treasurer.

BACKGROUND

Under the terms of the Municipal Code, the following positions within the City are appointive positions with four-year terms: City Attorney, Assistant City Attorney, Municipal Judges, City Prosecutor, City Clerk, City Treasurer, City Administrator, Deputy City Administrator, Director of Public Works and Chief of Police.

The previous Treasurer Courtney Kramer served from December 16, 2019 to September 30, 2021.

The rate of pay will be \$400 per month. This offer is contingent based on successful passing of pre-employment screenings.

ATTACHMENTS:

- Resume

Prepared By:
Nickie Lee, Finance Director
Date: October 12, 2021

Scott D. McDonald

12203 Gillette, Overland Park, KS 66213 | (913)706-9835 | smac66213@gmail.com

Qualifications

I am an accounting professional with 33 years of experience, almost 30 of which is in governmental accounting. Substantial experience in financial statement preparation, account reconciliation, bank reconcilements, audit workpaper preparation, forecasting, and tracking of revenues and debt associated with TIF/TDD/CID.

Education

Washburn University, Topeka, Kansas
Bachelor of Business Administration May 1987
Major Accounting, Graduated Cum Laude

Certification

Certified Government Finance Manager (AGA)

Professional Experience

Senior Accountant, City of Olathe, Kansas, 2001 - March 2021

- Comprehensive Annual Financial Report Preparation (received GFOA Award)
- Audit Workpaper Preparation and Coordinator
- Sales Tax Analysis
- Debt Analysis
- Bank Reconcilements
- Account Reconcilements
- Grant and Project Accounting
- TIF/TDD/CID tracking of revenues and debt
- Forecasting - General and Debt Service Funds
- Journal Entry preparation and review, including monthly/annual closeout

Senior Accountant, City of Topeka, Kansas, June 1992 - March 2001

- Comprehensive Annual Financial Report Preparation (received GFOA Award)
- Audit Workpaper Preparation
- Account Reconcilements
- Grant and Project Accounting
- Journal Entry preparation and review, including monthly/annual closeout

Accountant, Executive Manor, Inc, Topeka, Kansas, March 1988 - June 1992

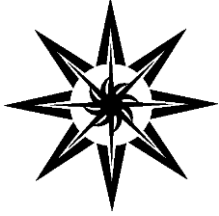
- Financial Statement Preparation for 40+ Companies
- Income Tax Returns for 30+ Companies - Corporation, S Corporations, and Partnerships
- Bank Reconcilements for 40+ Companies

Affiliations

- GFOA (National, State, and Local)
- AGA (National and Local)

Community Involvement

- Treasurer, Boy Scout Troop 122
- Head Coach, Bethany Lutheran School Quiz Bowl Team
- Assistant Coach, Bethany Lutheran School Track Team



ADMINISTRATION

City Council Date: October 18, 2021

COU2021-70 Consider an ordinance banning conversion therapy of minors

SUGGESTED MOTION:

Move to approve Ordinance #2456 banning the conversion therapy of minors, with a potential fine of up to \$1,000.00, but no possibility of jail time.

BACKGROUND:

At the August 18, 2021 Diversity Committee meeting, a formal motion was made to move this topic to the Council for consideration of an ordinance banning conversion therapy. At the September 20, 2021 Council Committee of the Whole meeting, Taryn Jones and Brian Shapley, representatives from Equality Kansas gave a presentation on conversion therapy and the negative effects conversion therapy has on minors in the LGBTQ community. After some discussion, a motion was passed to direct staff to bring back to the Council Committee a conversion therapy ordinance modeled after a similar ordinance from Roeland Park, Kansas.

At its October 4, 2021 meeting, the Council Committee of the Whole recommended approval of Ordinance #2456 banning the conversion therapy of minors in Prairie Village, with a fine of up to \$1,000.00, but no possibility of jail time.

SUMMARY:

The attached draft Ordinance generally follows that of the City of Roeland Park, Kansas, with a few differences:

- The definitions of the terms "gender identity" and "sexual orientation" have been revised so as to be consistent with the definitions contained in the City's "Nondiscrimination Ordinance", at Section 5-801 of the City Code.
- Incorporates by reference the general penalty section of the Prairie Village City Code at Section 1-116 (a fine of not more than \$1,000.00), but similar to Roeland Park's ordinance, eliminate the possibility of jail time.

Staff would point out that, under the draft Ordinance (modeled after Roeland Park), conversion therapy would be prohibited "if the provider receives compensation in exchange for such services." The City of Lawrence does not have such a compensation requirement (but does apply similarly to "providers", those being licensed or certified professionals).

The City Attorney notes that there is currently a "circuit split" among Federal Courts of Appeals circuits as to the constitutionality of conversion therapy bans. The 10th Circuit Court of Appeals (which includes Kansas) has not yet considered the question. The 3rd Circuit (PA, NJ, DE, and

the Virgin Islands) and the 9th Circuit (CA, OR, WA, AZ, NV, ID, MT, AK, HI) have both upheld such bans, while the 11th Circuit (GA, FL, and AL) has found them to be unconstitutional. The 11th Circuit opinion is the most recent.

In *Otto v. City of Boca Raton, Florida*, 981 F.3d 854 (2020), the 11th Circuit considered both a county and a city ordinance that, respectively, and in language similar to the draft Prairie Village Ordinance, barred "providers" from treating "minors" with:

City: "... any counseling, practice or treatment performed with the goal of changing an individual's sexual orientation or gender identity, including, but not limited to, efforts to change behaviors, gender identity, or gender expression, or to eliminate or reduce sexual or romantic attractions or feelings toward individuals of the same gender or sex."

County: "... the practice of seeking to change an individual's sexual orientation or gender identity, including but not limited to efforts to change behaviors, gender identity, or gender expressions or to eliminate or reduce sexual or romantic attractions or feelings toward individuals of the same gender or sex."

The 11th Circuit held that the two ordinances violated First Amendment free speech rights in that they were content-based speech restrictions (subject to "strict scrutiny" review) and that, although the municipalities had a "compelling interest" in protecting the psychological and physical well-being of minors, the ordinances were not "narrowly-tailored" to further that interest.

The 11th Circuit opinion has not gone without legal criticism. See, e.g., *First Amendment—Professional Speech—Eleventh Circuit Invalidates Minor Conversion Therapy Bans*, 134 Harvard Law Review 2863 (2021) ("Because speech therapy is itself part of medical practice, the Eleventh Circuit should have concluded that the [conversion therapy] bans did not regulate constitutionally protected speech or trigger strict scrutiny"). In addition, and as noted above, other Courts of Appeals have upheld such bans. See *King v. Governor of N.J.*, 767 F.3d 216 (3d Cir. 2014); *Pickup v. Brown*, 740 F.3d 1208 (9th Cir. 2014), cert. denied, 573 U.S. 945 (2014).

It is not clear at this time how the 10th Circuit Court of Appeals would rule on the constitutionality of the Ordinance, if it were to be challenged. The existence of a "circuit split" may lead to the question having to be resolved by the United States Supreme Court (especially as the Supreme Court had denied review previously on the above-mentioned 2014 9th Circuit case).

ATTACHMENTS:

Draft Ordinance No. 2456

PREPARED BY:

Tim Schwartzkopf, Assistant City Administrator

David E. Waters, City Attorney

Date: September 22, 2021

UPDATED VERSION PREPARED BY:

Adam Geffert, City Clerk

Date: October 13, 2021

ORDINANCE NO. 2456

AN ORDINANCE REGULATING PUBLIC OFFENSES WITHIN THE CITY OF PRAIRIE VILLAGE, KANSAS; AMENDING CHAPTER 11 (PUBLIC OFFENSES & TRAFFIC), ARTICLE 2 (LOCAL REGULATIONS) OF THE CODE OF THE CITY OF PRAIRIE VILLAGE TO BAN THE PRACTICE OF CONVERSION THERAPY OF MINORS.

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

Section 1. A new Section 11-223 is hereby established in Chapter 11 (Public Offenses & Traffic), Article 2 (Local Regulations) in the Code of the City of Prairie Village, Kansas, as follows:

11-222 CONVERSION THERAPY OF MINORS PROHIBITED.

- A. Policy and Findings by the Governing Body.** The City of Prairie Village, Kansas, has a compelling interest in protecting the physical and psychological well-being of minors, including but not limited to lesbian, gay, bisexual, transgender and/or questioning youth, from exposure to the serious harms and risks caused by conversion therapy or reparative therapy by licensed providers. These provisions are exercises of the police power of the City for the public safety, health and welfare; and its provisions shall be liberally construed to accomplish that purpose.
- B. Definitions.** As used in this section, the following terms shall have the meaning indicated in this subsection.
- (1) Conversion therapy or reparative therapy means any practice or treatment that seeks to change an individual's sexual orientation or gender identity, including efforts to change behaviors or gender expressions or to eliminate or reduce sexual or romantic attractions or feelings toward individuals of the same gender. Conversion therapy shall not include counseling that provides support and assistance to a person undergoing gender transition, or counseling that provides acceptance, support and understanding of a person or facilitates a person's coping, social support, and development, including sexual orientation-neutral treatment interventions to prevent or address unlawful conduct or unsafe sexual practices, as long as such counseling does not seek to change sexual orientation or gender identity.
- (2) Gender identity means an individual's actual or perceived (by the individual or another) gender-related identity, expression, appearance, or mannerisms, or other gender-related characteristics regardless of the individual's designated sex at birth.
- (3) Minor means a person less than eighteen (18) years of age.

(4) Provider means any licensed medical or mental health professional including, but not limited to, licensed professional counselors, licensed psychologists, licensed clinical social workers, provisionally licensed professional counselors, provisional and temporary licensed psychologists, licensed and provisionally licensed marital and family therapists, psychiatrists, certified substances abuse counselors, certified school counselors, behavior analysts and any professional licensed under Chapter 65 of the Kansas Statutes.

(5) Sexual orientation means an individual's actual or perceived (by the individual or another) emotional, romantic, or sexual attraction to other people, such as heterosexual, homosexual, bisexual, pansexual or asexual.

C. Prohibited Practice. It shall be unlawful for any provider to provide conversion therapy or reparative therapy to a minor if the provider receives compensation in exchange for such services.

D. Penalty. Any person that violates any provision of this Section shall, upon an adjudication of guilt or the entry of a plea of no contest, be subject to the penalty prescribed in Section 1-116 of the Prairie Village Municipal Code (a fine of not more than \$1,000.00), but in no instance shall a violation of this Section be punishable by imprisonment.

Section 2. That it is the Prairie Village City Council's intent that this Ordinance regulate professional conduct and the manner in which therapeutic treatment is delivered, but does not otherwise prohibit or limit proponents or opponents of conversion therapy to speak about gender identity or sexual orientation conversion publicly and privately, including to their minors in forms other than conversion therapy or reparative therapy.

Section 3. This ordinance shall take effect and be enforced from and after its passage, approval, and publication as provided by law.

PASSED by the City Council of the City of Prairie Village, Kansas, on October 18, 2021.

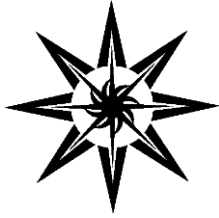
APPROVED by the Mayor on _____, 2021.

CITY OF PRAIRIE VILLAGE, KANSAS

Eric Mikkelsen, Mayor

ATTEST:

Adam Geffert, City Clerk



ADMINISTRATION

Council Meeting Date: October 18, 2021

COU2021-71: Consider committing to the “Cities Race to Zero” climate initiative

RECOMMENDATION

Recommend Council approve commitment to the “Cities Race to Zero” climate initiative with a consideration of cost and cost-effectiveness.

UPDATE

At its October 4, 2021 meeting, the Council Committee of the Whole voted to recommend approval of committing to the Cities Race to Zero climate initiative with a consideration of cost and cost-effectiveness.

SUGGESTED MOTION

Move to approve the commitment to the “Cities Race to Zero” climate initiative, and recognize that Council shall, before undertaking any particular components of the Cities Race to Zero and related initiatives, duly consider the costs, financial and otherwise, thereof.

[Councilmember Graves asked Mr. Runion, who amended the motion, to send a written version of the motion to staff to include in the Council meeting packet.]

BACKGROUND

Councilmember Graves has opted to bring this issue directly to the Council Committee of the Whole due to its time sensitive nature. Commitment to the initiative is due by the end of the month of October. The Environmental Committee met to discuss and give recommendation on participation, but was unable to achieve a quorum at its most recent meeting. Given that this issue overlaps with existing climate initiatives of the City (Climate Mayors, Climate Action KC), Councilmember Graves determined it appropriate to come directly to Council as Council has already backed at least two very similar commitments. This commitment provides additional formalization, targeting, and reporting components to meet its existing commitments and the commitments outlined in the Race to Zero campaign.

The Race to Zero [1] is a UN-backed campaign targeting various non-state actors (including cities) to target a 50% reduction in carbon emissions by 2030. This campaign aligns efforts from various private and public sectors to move forward efforts to meet the necessary climate targets to hold the Earth at 1.5°C warming. The Cities Race to Zero [2] is the city-specific campaign in

which municipalities can come together and commit to carbon targets that align with the specific aspects of their communities. The climate pledge is a non-binding commitment with the following components:

1. Publicly endorse the following principles:
 - a) We recognize the global climate emergency.
 - b) We are committed to keeping global heating below the 1.5°Celsius goal of the Paris Agreement.
 - c) We are committed to putting inclusive climate action at the center of all urban decision-making, to create thriving and equitable communities for everyone.
 - d) We invite our partners - political leaders, CEOs, trade unions, investors, and civil society - to join us in recognizing the global climate emergency and help us deliver on science-based action to overcome it.
2. Pledge to reach (net)-zero in the 2040s or sooner, or by mid-century at the latest, in line with global efforts to limit warming to 1.5°Celsius.
3. In advance of COP26, explain what steps will be taken toward achieving net zero, especially in the short- to medium-term. Set an interim target to achieve in the next decade, which reflects a fair share of the 50% global reduction in CO₂ by 2030 identified in the IPCC Special Report on Global Warming of 1.5°Celsius.
4. Immediately proceed to planning at least one inclusive and equitable climate action, as listed below, that will help to place your city on a resilient pathway consistent with the 1.5°Celsius objective of the Paris Agreement and begin implementation no later than 2022.
5. Report progress annually, beginning no later than 2022 to your usual or the recommended reporting platform. Your 1.5°Celsius target and action commitment(s) should be shared through your regular channels of reporting. If you have not reported before, you will be contacted by partners for support.

Additionally, the pledge requires an additional specific selection of at least one (1) initiative on the part of the city in the pledge [3]. Councilmember Graves proposes the following:

“Develop Zero-Carbon Buildings” Section, Box 3:

Develop a roadmap to achieve net zero carbon municipal buildings by 2030 and policy approval by 2025 to deliver a commitment to own, occupy and develop net zero carbon municipal assets by 2030.

“Move Towards Resilient & Sustainable Energy Systems” Section, Box 4:

Develop financial support programs to incentivize deployment of building-scale renewables and mandate the use of renewables through building codes, while engaging residents and other stakeholders in the process.

[1] <https://racetozero.unfccc.int/join-the-race/>

[2] <https://www.c40knowledgehub.org/s/cities-race-to-zero>

[3] https://www.c40knowledgehub.org/s/race-to-zero-pledge-form?language=en_US

PREPARED BY

Ian Graves

Date: September 30, 2021

Adam Geffert

Date: October 12, 2021



HUMAN RESOURCES

Council Meeting Date: October 18, 2021

COU2021-72: Consider adoption of Resolution 2021-15, establishing 2022 employee compensation ranges

RECOMMENDATION

Staff is recommending that the City Council make a motion to adopt Resolution 2021-15, establishing the 2022 compensation ranges as recommended by city staff.

BACKGROUND

The City annually adopts a resolution adjusting salary ranges for all positions within the City. Each year, the City contacts a compensation and benefits consultant to provide market data both nationally and in the Kansas/Missouri region. When developing the 2022 budget, the compensation consultant recommended a 1.8% range adjustment to maintain the City's competitiveness with the labor market, protect our ability to compete for talented employees, and maintain ranges adequately to minimize needed increases/adjustments when the compensation study is completed in 2022.

2022 SALARY RANGE PROJECTION

Staff reached out to the same compensation consultant this month to see if current projections were consistent with the projections we obtained back in February when putting together the 2022 budget. Data now shows the projected range increases in 2022 to be higher than originally anticipated at a rate of 2.5%. This increase in the market is likely due to organizations having to increase their minimum hiring rates to recruit employees due to labor shortages, which in turn has created a ripple effect onto other pay levels to avoid compression issues.

Staff is recommending to move forward with the budgeted 1.8% range increase at this time rather than the most recent projection of 2.5%. We recommend sticking with 1.8% in order to avoid negatively impacting the 2022 budget. We also will be completing a new compensation and benefits study in early 2022, which will provide more information in anticipation of the 2023 budget to plan for and make adjustments to the pay ranges then, if needed.

OTHER RANGE ADJUSTMENTS

In addition to the 1.8% adjustment to all regular positions, staff is also recommending an increase to the seasonal pool wages to raise the minimum pay (as included in the 2022 budget) as well as an increase to the pay range of the pool manager to reflect an increase in responsibilities. This will make the pool manager's salary more equitable to the compensation of this position in other metro cities.

The final change includes the creation of a Senior Building Inspector position within the compensation plan. This would not be the addition of a new FTE but rather a reclassification of an existing building inspector position for the purposes of succession planning and reflecting increased responsibilities of a tenured building inspector. The responsibilities of the

position above and beyond a building inspector position include assisting with plan review, higher-level fire and life safety inspections, and serving in the role of interim building official in the building official's absence. The recommended pay range is based on current compensation for similar positions in other area jurisdictions. This reclassification of a position is anticipated in the 2022 personnel budget.

ATTACHMENTS

Resolution 2021-15

Prepared by:

Cindy K Volanti

Human Resources Manager

Date: October 18, 2021

RESOLUTION NO. 2021-15

WHEREAS, the Governing Body of the City of Prairie Village is authorized to establish salary ranges for city positions; and

WHEREAS, the City completed a compensation study in 2017 and committed to completing a study every five years to ensure the City continues to provide adequate compensation and benefits for all employees; and

WHEREAS, it is the desire of the Governing Body that these salary ranges be reviewed and adjusted annually, as needed, to ensure appropriate funds are budgeted and the salary ranges remain competitive;

NOW, THEREFORE, be it resolved the Governing Body of the City of Prairie Village, Kansas, hereby adopts the following compensation ranges for 2022:

The elected officers, appointive officers and employees of the city shall be compensated within the salary ranges provided in this section. The amount of compensation shall be fixed by the Governing Body in accordance with personnel procedures as adopted by the Governing Body from time to time, provided, however, that the salaries and compensation during calendar year 2022 shall be within and determined by the following ranges:

	2022	
ADMINISTRATIVE SUPPORT	<u>Minimum</u>	<u>Maximum</u>
Receptionist	28,107	42,155
Administrative Support Specialist	37,813	56,729
Court Clerk	37,813	56,729
Accounting Clerk	37,813	56,729
Code Enforcement Officer	41,748	62,616
Codes Support Specialist	46,091	69,126
Executive Assistant	46,091	69,126
Office Manager	50,885	76,321
Building Inspector	50,885	76,321
Court Administrator	56,171	84,267
PIO/Deputy City Clerk	56,171	84,267
Senior Building Inspector	62,016	93,028
Building Official	68,472	102,702
City Clerk	68,472	102,702
Human Resources Manager	75,592	113,383
SR IT Specialist	75,592	113,383
Assistant City Administrator	75,592	113,383
Finance Director	101,716	152,568
Deputy City Administrator	101,716	152,568
City Administrator	136,857	205,296
PUBLIC WORKS		
Maintenance Worker I	28,107	42,155
Maintenance Worker II	37,813	56,729
Mechanic	37,813	56,729
Maintenance Worker III	41,748	62,616
Urban Forestry Specialist	41,748	62,616
Mechanic II	41,748	62,616
Crew Leader	50,885	76,321
Construction Inspector	50,885	76,321

Project Inspector	56,171	84,267
Storm Water Engineer	62,016	93,028
Field Superintendent	68,472	102,702
Senior Project Manager	75,592	113,383
Public Works Director	101,716	152,568

PUBLIC SAFETY

Records Clerk	37,813	56,729
Community Service Officer	40,901	58,241
Property Clerk	41,748	62,616
Dispatcher	41,748	62,616
Police Officer	45,768	80,565
Dispatcher II	46,091	69,126
IT Police Technical Specialist	56,171	84,267
Police Corporal	62,467	86,863
Police Sergeant	72,461	99,881
Police Captain	91,335	128,449
Police Chief	119,345	192,375

SEASONAL/PART-TIME

	<u>Minimum</u>	<u>Maximum</u>
Seasonal Worker	8.78	13.10
Events Coordinator	→	25,000
Bailiff	13.00	20.00
Lifeguard	12.00	14.00
Concession Stand Worker	9.00	11.00
Swim/Dive Coaches	2,200	6050
Assistant Coaches	12.00	14.00
Assistant Pool Manager	15.00	19.00
First Assistant Pool Manager	13,500	15,500
Pool Manager	30,000	40,000

Employee/Consultant

A person may be compensated in a category defined as “independent contractor consultant”. The rate of pay and other terms of employment for an individual in this category will be established and approved by the City Council.

Part-time Appointed Officials

Part-time appointed officials shall be compensated as follows in 2022:

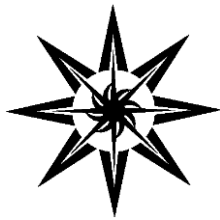
	<u>Minimum</u>	<u>Maximum</u>
Treasurer (monthly)	400	500

Adopted this 18th Day of October, 2021.

Eric Mikkleson, Mayor

ATTEST:

Adam Geffert, City Clerk



COU2021-73: Consider extending ordinance requiring the wearing of face coverings or mask during the COVID-19 public health emergency and recovery

BACKGROUND

The current face covering/mask ordinance expires at midnight on October 31, 2021. City Staff has received a minimal amount of complaints directly, and the Police Department has not issued any tickets to anyone for violating the ordinance. Staff is aware that several businesses expressed written concerns directly to the City Council.

City Staff reached out to Johnson County Department of Health and Environment, (JCDHE) and they provided feedback in part as follows:

There has been a general decreasing trend in the COVID-19 incidence rate in Johnson County since mid-September. As of today, October 13, the rate of new cases per 100,000 population in the past seven days is 93. The seven-day percent positivity is 5.2%. This puts Johnson County in the “Substantial” community transmission category according to the CDC Level of Community Transmission framework. (Note: CDC data are current through Monday, October 11, 2021; the CDC web page shows Johnson County as still being in the “High” community transmission category.) The CDC continues to recommend universal mask wearing in public, indoor settings in communities with “Substantial” or “High” levels of community transmission.

According to the most recent data from KSWebIZ (state vaccination registry) on vaccination progress in Johnson County, 63.9% of the currently eligible population (ages 12 years and older) is fully vaccinated; 54% of the total population (all ages) is fully vaccinated. CDC data, which is more comprehensive than the state data, show that 76.6% of the eligible population is fully vaccinated and 64.6% of the total population is fully vaccinated. Approximately 52% of the total population in the MARC region is fully vaccinated, with many communities continuing to have substantially lower coverage levels.

Currently, children under the age of 12 years are not eligible to be vaccinated. The U.S. Food and Drug Administration Vaccines and Related Biological Products Advisory Committee (VRBPAC) is scheduled to meet on October 26, 2021, to review a request from Pfizer to amend the Emergency Use Authorization for the Pfizer-BioNTech vaccine allow use in children 5 through 11 years of age. Depending on regulatory action by the FDA based on input from VRBPAC, the Advisory Committee on Immunization Practices and the CDC will consider recommendations for use of the vaccine in younger children. The population of children ages 5-11 years in Johnson County is approximately 56,000, so it will take some time to vaccinate those children whose parents follow the recommendations.

JCDHE would fully support extending the mask mandate.

OPTIONS

1. No action and the ordinance will expire by default.
2. Extend the current ordinance with a new date of expiration.
3. Amend the current ordinance with any changes and a new date of expiration.

ATTACHMENTS

Current Ordinance

Ordinance with new date of expiration

PREPARED BY

Wes Jordan

City Administrator

October 14, 2021

ORDINANCE NO. 2455

AN ORDINANCE AMENDING AND EXTENDING SECTION 11-222(E) OF THE CODE OF THE CITY OF PRAIRIE VILLAGE TO REQUIRE THE WEARING OF MASKS OR OTHER FACE COVERINGS DURING THE COVID-19 PUBLIC HEALTH EMERGENCY AND RECOVERY.

WHEREAS, the governing body of the City of Prairie Village, Kansas, prioritizes the protection of the health, safety, welfare and economic well-being of residents and visitors of the City of Prairie Village;

WHEREAS, COVID-19 is a disease caused by a novel coronavirus, previously unknown in humans, and is presently understood to cause, among other things, upper-respiratory tract illnesses that can range from mild to severe, spread quickly, and may cause death, particularly in older adults and persons with chronic medical conditions;

WHEREAS, on July 19, 2021, the United States Department of Health and Human Services issued a "Renewal of Determination that a Public Health Emergency Exists" related to COVID-19, such public health emergency having been initially declared January 27, 2020;

WHEREAS, after a steady trend of decreasing metrics, recent weeks have seen the numbers of COVID-19 cases, hospitalizations, and deaths spike in Kansas and across the nation;

WHEREAS, according to the Centers for Disease Control and Prevention (CDC), Johnson County, Kansas, is currently an area where there is a "high" level of community transmission of COVID-19;

WHEREAS, this worrying trend of increased COVID-19 spread is a danger to the health and safety of residents and visitors to the City of Prairie Village, and also presents a serious threat to reopening and reviving the City's economy;

WHEREAS, on July 27, 2021, the CDC issued updated certain recommendations related to the COVID-19 pandemic, such that in addition to recommending the wearing of masks for unvaccinated persons, the CDC now recommends that even fully-vaccinated people wear a mask in public indoor settings in areas of substantial or high transmission, such as in Johnson County, Kansas;

WHEREAS, the City of Prairie Village must remain flexible to account for the evolving nature and scope of the unprecedented public health emergency posed by COVID-19, while also simultaneously safely, strategically, and incrementally facilitating economic recovery and revitalization;

WHEREAS, Section 11-222 of the Code of the City of Prairie Village, Kansas, as adopted pursuant to Ordinance No. 2454, specified that the requirements of Section 11-222 would expire on September 30, 2021, unless further extended by ordinance of the Governing Body; and

WHEREAS, for the aforementioned and other reasons, the governing body of the City of Prairie Village is acting pursuant to its constitutional home rule authority to provide for the health, safety, welfare and economic well-being of residents and visitors of the City of Prairie Village, by requiring that masks or other face coverings be worn as described in this ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PRAIRIE VILLAGE, KANSAS:

Section 1. That Section 11-222(E) of the Code of the City of Prairie Village, Kansas, is hereby deleted in its entirety and amended to read as follows:

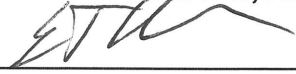
E. Mask or other face coverings; effective term. The provisions of this Section 11-222 shall be in effect until 11:59 p.m. on October 31, 2021, unless further extended by ordinance of the governing body.

Section 2. This ordinance shall take effect and be enforced from and after its passage, approval, and publication as provided by law.

PASSED by the City Council of the City of Prairie Village, Kansas, on September 20, 2021.

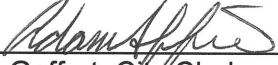
APPROVED by the Mayor on September 20, 2021.

CITY OF PRAIRIE VILLAGE, KANSAS



Eric Mikkelsen, Mayor

ATTEST:



Adam Geffert, City Clerk

ORDINANCE NO. 2457

AN ORDINANCE AMENDING AND EXTENDING SECTION 11-222(E) OF THE CODE OF THE CITY OF PRAIRIE VILLAGE TO REQUIRE THE WEARING OF MASKS OR OTHER FACE COVERINGS DURING THE COVID-19 PUBLIC HEALTH EMERGENCY AND RECOVERY.

WHEREAS, the governing body of the City of Prairie Village, Kansas, prioritizes the protection of the health, safety, welfare and economic well-being of residents and visitors of the City of Prairie Village;

WHEREAS, COVID-19 is a disease caused by a novel coronavirus, previously unknown in humans, and is presently understood to cause, among other things, upper-respiratory tract illnesses that can range from mild to severe, spread quickly, and may cause death, particularly in older adults and persons with chronic medical conditions;

WHEREAS, on July 19, 2021, the United States Department of Health and Human Services issued a "Renewal of Determination that a Public Health Emergency Exists" related to COVID-19, such public health emergency having been initially declared January 27, 2020;

WHEREAS, after a steady trend of decreasing metrics, recent weeks have seen the numbers of COVID-19 cases, hospitalizations, and deaths spike in Kansas and across the nation;

WHEREAS, according to the Centers for Disease Control and Prevention (CDC), Johnson County, Kansas, is currently an area where there is a "high" level of community transmission of COVID-19;

WHEREAS, this worrying trend of increased COVID-19 spread is a danger to the health and safety of residents and visitors to the City of Prairie Village, and also presents a serious threat to reopening and reviving the City's economy;

WHEREAS, on July 27, 2021, the CDC issued updated certain recommendations related to the COVID-19 pandemic, such that in addition to recommending the wearing of masks for unvaccinated persons, the CDC now recommends that even fully-vaccinated people wear a mask in public indoor settings in areas of substantial or high transmission, such as in Johnson County, Kansas;

WHEREAS, the City of Prairie Village must remain flexible to account for the evolving nature and scope of the unprecedented public health emergency posed by COVID-19, while also simultaneously safely, strategically, and incrementally facilitating economic recovery and revitalization;

WHEREAS, Section 11-222 of the Code of the City of Prairie Village, Kansas, currently specifies that the requirements of Section 11-222 will expire on October 31, 2021, unless further extended by ordinance of the Governing Body; and

WHEREAS, for the aforementioned and other reasons, the governing body of the City of Prairie Village is acting pursuant to its constitutional home rule authority to provide for the health, safety, welfare and economic well-being of residents and visitors of the City of Prairie Village, by requiring that masks or other face coverings be worn as described in this ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PRAIRIE VILLAGE, KANSAS:

Section 1. That Section 11-222(E) of the Code of the City of Prairie Village, Kansas, is hereby deleted in its entirety and amended to read as follows:

E. Mask or other face coverings; effective term. The provisions of this Section 11-222 shall be in effect until 11:59 p.m. on _____, 2021, unless further extended by ordinance of the governing body.

Section 2. This ordinance shall take effect and be enforced from and after its passage, approval, and publication as provided by law.

PASSED by the City Council of the City of Prairie Village, Kansas, on October 18, 2021.

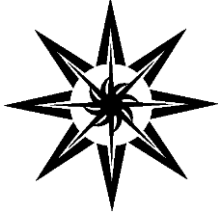
APPROVED by the Mayor on _____, 2021.

CITY OF PRAIRIE VILLAGE, KANSAS

Eric Mikkelsen, Mayor

ATTEST:

Adam Geffert, City Clerk



ADMINISTRATION

City Council Date: October 18, 2021

COU2021-76 Consider Ordinance Authorizing the Issuance of Special Obligation Tax Increment Revenue Refunding Bonds (Meadowbrook TIF Project), Series 2021

BACKGROUND:

On September 7, 2021, the City Council approved Resolution No. 2021-14 authorizing the offering for sale of special obligation tax increment revenue refunding bonds for the Meadowbrook TIF Project. Since that time, City Staff, together with the City Attorney, outside Bond Counsel (Gilmore & Bell), and outside financial advisors (Columbia Capital) have been working diligently to negotiate and finalize certain documents related to the bond transaction, including but not limited to the bond ordinance and related documents.

SUMMARY:

In 2015 Van Trust Real Estate, LLC along with Johnson County Government, the City of Prairie Village, and Johnson County Park & Recreation District announced their intent to work together on the Meadowbrook Park redevelopment project. Today, many elements of the park are complete and the Tax Increment Finance district is performing above expectations.

In 2016 the City issued two series of bonds to finance land acquisition and public infrastructure costs related to Meadowbrook Park and Village Project.

- \$11.3 million - General Obligation (GO) Bonds
- \$8.135 million - Special Obligation (SO) TIF Revenue Bonds

Although TIF revenues have been sufficient to make debt service payment to date, the City's general fund remains obligated to repayment on the GO bonds in the event TIF revenues are insufficient to pay such bonds. The success of the project and a very strong municipal market provide an opportunity to eliminate the City's exposure to the project and restructure the GO debt to SO bonds.

The City's financial advisor Columbia Capital recommended the City refund both 2016 bond series in a single series of SO refunding bonds. The Finance Committee reviewed this recommendation on August 19, 2021 and recommended it to the City Council. The City Council approved the resolution to "go to market" on September 7, 2021.

This ordinance would authorize the issuance of the Special Obligation Tax Increment Revenue refunding Bonds (Meadowbrook TIF Project) Series 2021, and the execution of the documents and taking of other actions necessary to provide for the issuance of the Series 2021 Bonds and the refunding of the outstanding 2016 bonds..

The City's Financial Advisors Columbia Capital and the City's Bond Counsel Gilmore and Bell will be available to answer questions.

SUGGESTED MOTION:

Motion to approve the ordinance authorizing the issuance of Special Obligation Tax Increment Revenue Refunding Bonds (Meadowbrook TIF Project) Series 2021.

ATTACHMENTS:

- Bond Ordinance
 - Draft Form of Bond Trust Indenture
 - Draft Form of Tax Compliance Agreement
 - Draft Form of Continuing Disclosure Agreement
 - Draft Form of Bond Purchase Agreement

PREPARED BY:

Nickie Lee, Finance Director

Date: October 14, 2021

ORDINANCE NO. 2458

AN ORDINANCE AUTHORIZING THE ISSUANCE OF SPECIAL OBLIGATION TAX INCREMENT REVENUE REFUNDING BONDS (MEADOWBROOK TIF PROJECT), SERIES 2021, IN THE MAXIMUM PRINCIPAL AMOUNT OF \$20,000,000, OF THE CITY OF PRAIRIE VILLAGE, KANSAS, FOR THE PURPOSE OF REFUNDING CERTAIN OUTSTANDING BONDS; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

WHEREAS, the City of Prairie Village, Kansas (the “City”), is a first-class city organized and existing under the constitution and laws of the State of Kansas; and

WHEREAS, the City has the authority to adopt tax increment financing pursuant to the Kansas Tax Increment Redevelopment Act, constituting sections K.S.A. 12-1770 *et seq.*, as amended (the “Act”); and

WHEREAS, the City created a redevelopment district (the “Redevelopment District”) by the passage of Ordinance No. 2337 on September 8, 2015 and publication on September 15, 2015, such Redevelopment District consisting of two Project Areas (the “Park and Village Area” and the “Commercial Area”); and

WHEREAS, the City adopted the redevelopment project plan for the Park and Village Area (the “Project Plan”) by the passage of Ordinance No. 2343 on December 21, 2015 and publication on April 12, 2016; and

WHEREAS, the City previously issued its \$11,300,000 General Obligation Bonds (Meadowbrook TIF Project), Series 2016A, and \$8,135,000 Special Obligation Revenue Bonds (Meadowbrook TIF Project), Series 2016B (collectively, the “Refunded Bonds”) to pay certain improvements pursuant to the Project Plan and the Act; and

WHEREAS, the City has determined that it is necessary and desirable to issue its Special Obligation Tax Increment Revenue Refunding Bonds (Meadowbrook TIF Project), Series 2021, in the maximum aggregate principal amount of \$20,000,000 (the “Bonds”) to refund the Refunded Bonds, fund a debt service reserve fund, and pay the costs of issuing the Bonds; and

WHEREAS, the City has selected the firm of Stifel, Nicolaus & Company, Incorporated (the “Purchaser”), as underwriter for the Bonds; and

WHEREAS, any capitalized terms used herein not otherwise defined shall have their respective meaning as set forth in the Indenture (as defined herein).

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF PRAIRIE VILLAGE, KANSAS, AS FOLLOWS:

Section 1. Authorization of the Bonds. Pursuant to the Act and K.S.A. 10-116a, the City is hereby authorized to issue and sell the Bonds in the original principal amount of not to exceed \$20,000,000. The proceeds of the Bonds will be used to refund the Refunded Bonds, fund a debt service

reserve, and pay certain issuance costs related to the Bonds. The Bonds shall be issued and secured pursuant to the herein authorized Indenture.

The Bonds (i) shall be issued in a principal amount of not to exceed \$20,000,000 and in minimum denominations of not less than \$5,000 initially, (ii) shall bear interest at various rates not to exceed 5.00%, (iii) shall have a final maturity not later than 2036, (iv) shall be subject to optional prepayment as further set forth in the Indenture, (v) shall be sold in a public offering by the Purchaser, and (vi) shall redeem or refund not less than all of the Refunded Bonds.

The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued and delivered in the manner prescribed in and shall be subject to such provisions, covenants and agreements, as are set forth in the Indenture upon the execution thereof. The signatures of the Mayor when executing such Indenture, the Purchase Contract for the Bonds, shall constitute conclusive evidence of the Mayor's approval and the City's approval thereof.

The Bonds, together with interest thereon and premium, if any, are not general obligations of the City but are limited obligations payable solely from the trust estate pledged to the payment thereof under the Indenture and shall be a valid claim of the respective holders thereof only against the trust estate and other moneys held by the Trustee and the revenues so pledged as aforesaid. In no event shall the Bonds be payable out of any funds or properties other than those pledged or acquired under the Indenture, and the Bonds shall not be deemed to constitute a debt or liability of the City, the State of Kansas, or of any political subdivision thereof and the issuance of the Bonds shall not, directly, indirectly or contingently, obligate the City, the State of Kansas or any political subdivision thereof to levy any form of taxation therefor or to budget or make any appropriation for their payment. Nothing in the Bonds, the Indenture, the proceedings of the City authorizing the Bonds or the Act shall be construed to be a debt or loan of credit of the City, the State or any political subdivision thereof within the meaning of any constitutional or statutory debt limitation or restriction.

Section 2. Security for the Bonds. The City shall deposit the Incremental Tax Revenues into the Tax Increment Fund. The moneys and securities now or hereafter held in, and moneys and securities to be deposited in the Tax Increment Fund and all interest and earnings thereon and proceeds thereof are hereby pledged to secure the payment of the Bonds. The Bonds shall be payable solely from Incremental Tax Revenues and other funds available under the Indenture. The moneys in the Tax Increment Fund shall be administered and applied solely for the purposes and in the manner provided in this Ordinance and the Indenture. The Incremental Tax Revenues shall be determined and collected in the manner provided by law and as provided in the Indenture.

Section 3. Authorization and Approval of Documents. The following documents are hereby approved in substantially the forms presented to and reviewed by the City at this meeting (copies of which documents shall be filed in the records of the City), and the City is hereby authorized to execute and deliver each of such documents to which the City is a party (the "City Documents") with such changes therein as shall be approved by the officer or officers of the City executing such documents, such officers' signatures thereon being conclusive evidence of their approval and the City's approval thereof:

(a) Bond Trust Indenture dated as of the date set forth therein (the "Indenture"), between the City and UMB Bank, N.A., Kansas City, Missouri, as trustee (the "Trustee");

(b) Purchase Contract dated as of the date set forth therein (the “Purchase Contract”), between the City and the Purchaser;

(c) Continuing Disclosure Agreement for the Bonds, dated as of the date set forth therein (the “Continuing Disclosure Agreement”), between the City and the Trustee, as dissemination agent; and

(d) Tax Compliance Agreement dated as of the date set forth therein (the “Tax Compliance Agreement”) between the City and the Trustee.

Section 4. Preliminary and Final Official Statement. For the purpose of enabling the Bond Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the City hereby deems and/or ratifies the information regarding the City contained in the Preliminary Official Statement to be “final” as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and the appropriate officers of the City are hereby authorized, if requested, to provide the Purchaser a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of such Rule.

The final Official Statement is hereby authorized to be prepared by supplementing and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor, City Administrator, City Clerk, or Finance Director 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 Bonds is hereby authorized. The proper officials of the City are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein.

The City agrees to provide to the Purchaser within seven business days of the date of the sale of the 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 5. Execution of Bonds and Documents. The Mayor (or, in the Mayor’s absence the acting Mayor) of the City is hereby authorized and directed to execute the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the City in the manner provided in the Indenture. The Mayor (or, in the Mayor’s absence the acting Mayor) of the City is hereby authorized and directed to execute the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the Bonds, the City Documents and such other documents, certificates and instruments as may be necessary.

Section 6. Tax Covenants. The City covenants and agrees that (a) it will comply with all applicable provisions of the Code, including *Sections 103 and 141 through 150*, necessary to maintain the exclusion from federal gross income of the interest on the Bonds; and (b) it will not use or permit the use of any proceeds of Bonds or any other funds of the City, nor take or permit any other action, or fail to take any action, which would adversely affect the exclusion from federal gross income of the interest on the Bonds. The City will also adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with other applicable future law, in order to ensure that the interest

on the Bonds will remain excludable from federal gross income, to the extent any such actions can be taken by the City.

Section 7. Further Authority. The City shall, and the officers, employees and agents of the City are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, and to carry out, comply with and perform the duties of the City with respect to the Bonds and the City Documents, including, but not limited to, agreements with respect to the investment of funds held under the Indenture.

Section 8. Governing Law. This Ordinance and the Bonds shall be governed by and construed in accordance with the applicable laws of the State.

Section 9. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the city council of the City and publication of this ordinance or a summary thereof in the official City newspaper.

PASSED by the governing body of the City on October 18, 2021, and **APPROVED AND SIGNED** by the Mayor.

(SEAL)

ATTEST:

Mayor

City Clerk

(PUBLISHED IN THE *THE LEGAL RECORD* ON October 26, 2021)

SUMMARY OF ORDINANCE NO. 2458

On October 18, 2021, the governing body of the City of Prairie Village, Kansas passed an ordinance entitled:

AN ORDINANCE AUTHORIZING THE ISSUANCE OF SPECIAL OBLIGATION TAX INCREMENT REVENUE REFUNDING BONDS (MEADOWBROOK TIF PROJECT), SERIES 2021, IN THE MAXIMUM PRINCIPAL AMOUNT OF \$20,000,000, OF THE CITY OF PRAIRIE VILLAGE, KANSAS, FOR THE PURPOSE OF REFUNDING CERTAIN OUTSTANDING BONDS; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

The Series 2021 Bonds approved by the Ordinance are being issued in the maximum principal amount stated therein to refund certain outstanding bonds of the City and are not general obligations of the City but are special obligations payable solely from the trust estate pledged to the payment thereof under the Indenture. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, 7700 Mission Road, Prairie Village, Kansas 66208-4230. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at www.pvkansas.com.

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

DATED: October 18, 2021.

City Attorney

DRAFT: October 8, 2021

BOND TRUST INDENTURE

Dated as of December 1, 2021

Between

CITY OF PRAIRIE VILLAGE, KANSAS

And

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

Relating to:

\$(PRINCIPAL AMOUNT)

**SPECIAL OBLIGATION TAX INCREMENT REVENUE REFUNDING BONDS
(MEADOWBROOK TIF PROJECT)
SERIES 2021**

BOND TRUST INDENTURE

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BOND TRUST INDENTURE

THIS BOND TRUST INDENTURE (the “Indenture”), entered into as of December 1, 2021, between the **CITY OF PRAIRIE VILLAGE, KANSAS**, a municipal corporation of the State of Kansas (the “City”) and **UMB BANK, N.A.**, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set out under the laws of the State of Kansas, and having a corporate trust office located in Kansas City, Missouri, as trustee (the “Trustee”);

RECITALS

1. The City is a first class city organized and existing under the constitution and laws of the State of Kansas.
2. The City has the authority to adopt tax increment financing pursuant to K.S.A. 12-1770 *et seq.*, as amended (the “Act”).
3. The City created a redevelopment district (the “Redevelopment District”) by the passage of Ordinance No. 2337 on September 8, 2015 and publication on September 15, 2015, which Redevelopment District consists of two Project Areas (the “Park and Village Area” and the “Commercial Area”).
4. The City adopted the redevelopment project plan for the Park and Village Area (the “Project Plan”) by the passage of Ordinance No. 2343 on December 21, 2015 and publication on April 12, 2016.
5. On May 2, 2016, the City passed Ordinance No. 2348 authorizing the issuance of its (i) General Obligation Bonds (Meadowbrook TIF Project), Series 2016A, in the aggregate principal amount of \$11,300,000 (the “Series 2016A Bonds”), and (ii) Special Obligation Revenue Bonds (Meadowbrook TIF Project), Series 2016B, in the aggregate principal amount of \$8,135,000 (the “Series 2016B Bonds”) to pay a portion of the certain redevelopment project costs, to pay capitalized interest on such bonds, and pay the costs of issuing such bonds.
6. On October 18, 2021, the City passed Ordinance No. [_____] (the “Bond Ordinance”) authorizing the issuance of its Special Obligation Tax Increment Revenue Refunding Bonds (Meadowbrook TIF Project) Series 2021 (the “Series 2021 Bonds”), in the maximum aggregate principal amount of \$[_____] to refund the Refunded Bonds (as defined herein), fund the Debt Service Reserve Fund for the Series 2021 Bonds, and pay the costs of issuing the Series 2021 Bonds, all pursuant to K.S.A. 10-116a and the Act.
7. Pursuant to the Bond Ordinance, the City is authorized to execute and deliver this Indenture for the purpose of issuing and securing the Series 2021 Bonds as hereinafter provided.

GRANTING CLAUSES

To determine the terms and conditions upon which Bonds are to be authenticated, issued and delivered and to secure the payment of all of the Bonds issued and Outstanding under this Indenture from time to time according to their tenor and effect and to secure the performance and observance by the City of all the covenants, agreements and conditions contained in this Indenture and in the Bonds, and in consideration of the promises, the acceptance by the Trustee of the trusts created by this Indenture, and the

purchase and acceptance of the Bonds by the Bondowners, the City hereby transfers in trust, pledges and assigns to the Trustee, and hereby grants a security interest to the Trustee in, the property described in paragraphs (a), (b), and (c) below (said property referred to herein as the “Trust Estate”):

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

(b) Incremental Tax Revenues; and

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

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

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

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

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

“Additional Bonds” means any additional Bonds issued by the City pursuant to **Section 702**.

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

“Authorized Denomination(s)” means, with respect to the Series 2021 Bonds, \$5,000 or any integral multiple thereof, and with respect any Additional Bonds, the amount set forth in the Supplemental Indenture authorizing such Additional Bonds.

“Beneficial Owner” shall mean, whenever used with respect to a Bond, the Person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant, or such Person’s subrogee.

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

“Bond Ordinance” means Ordinance No. [_____] of the City authorizing the issuance of the Series 2021 Bonds.

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

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

“Bonds” means the Series 2021 Bonds and any Additional Bonds authorized and issued pursuant to this Indenture.

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

“Cede & Co.” shall mean Cede & Co., the nominee of the Securities Depository, and any successor nominee of the Securities Depository with respect to the Bonds.

“City” means the City of Prairie Village, Kansas, and any successors or assigns.

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

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

“Continuing Disclosure Agreement” means the Continuing Disclosure Agreement dated as of the date hereof between the City and the Trustee relating to certain obligations contained in the SEC Rule.

“Costs of Issuance” means all costs of issuing the Bonds, including all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, 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 Fund” means the Costs of Issuance Fund created by **Section 401** hereof.

“Dated Date” means December [___], 2021.

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

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

“Debt Service Reserve Requirement” means \$[_____] with respect to the Series 2021 Bonds, and with respect to any Additional Bonds, the Debt Service Reserve Requirement (if any) established pursuant to the Supplemental Indenture authorizing such Additional Bonds.

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

“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.

“Developer” means MB-18, LLC, a Kansas limited liability company, and its affiliates, successors and assigns.

“Development Agreement” means the Amended and Restated Development Agreement dated as of [_____], 2021, between the Developer and the City, as amended and supplemented from time to time.

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

“Excess Incremental Tax Revenues” means the Excess Incremental Tax Revenues as defined in **Article V** hereof.

“Extraordinary Expense Fund” means the Extraordinary Expense Fund created in **Section 401** hereof.

“Extraordinary Expense Fund Requirement” means \$25,000.

“Financing Documents” means this Indenture, the Bonds, the Tax Compliance Agreement, the Development Agreement, the Official Statement relating to the Series 2021 Bonds, the Continuing Disclosure Agreement, the Purchase Contract relating to the Series 2021 Bonds, any and all other documents or instruments that evidence or are a part of the transactions referred to in this Indenture, or contemplated by this Indenture; and any and all future renewals and extensions or restatements of, or amendments or supplements to, any of the foregoing; provided, however, that when the words “Financing Documents” are used in the context of the authorization, execution, delivery, approval or performance of Financing Documents by a particular party, the same shall mean only those Financing Documents that provide for or contemplate authorization, execution, delivery, approval or performance by such party.

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

“Incremental Tax Revenues” means, when received by the City, the real property taxes attributable to the increase in the current assessed valuation of the real property within the Project Area over the assessed valuation of such property as of the date the Redevelopment District was established, all determined in accordance with the Act.

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

“Interest Payment Date” means each April 1 and October 1, commencing April 1, 2022.

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

“Officer’s Certificate” means a written certificate of the City signed by the Authorized City Representative, which certificate shall be deemed to constitute a representation of, and shall be binding upon, the City with respect to matters set forth therein, and which certificate in each instance, including the scope, form, substance and other aspects thereof, is acceptable to the Trustee.

“Official Statement” means the Official Statement dated as of the date set forth therein relating to the Series 2021 Bonds.

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

“Opinion of Counsel” means a written opinion in the form described in **Section 1501** hereof of any legal counsel acceptable to the recipients thereof, who may be an employee of or counsel to the City, the Developer or the Trustee.

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

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

“Participant” shall mean any broker-dealer, bank or other financial institution for which the Securities Depository holds Bonds as securities depository.

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

“Permitted Investments” means 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 S&P Global Ratings; (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.

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

“Project Area” means the area described in **Exhibit A** hereto under the heading “Park and Village Project Area.”

“Project Plan” means the Park and Village Area Project Plan adopted by the governing body of the City on December 21, 2015, pursuant to Ordinance No. 2343.

“Purchase Contract” means the contract between the Purchaser and the City pursuant to which the Purchaser agrees to purchase the Series 2021 Bonds.

“Purchaser” means, with respect to the Series 2021 Bonds, Stifel, Nicolaus & Company, Incorporated.

“Rebate Analyst” means the person or firm so designated under the Tax Compliance Agreement.

“Rebate Fund” means the Rebate Fund created in **Section 401** hereof.

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

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

“Redemption Fund” means the Redemption Fund created in **Section 401** hereof.

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

“Redevelopment District” means the area described in **Exhibit A** hereto.

“Redevelopment Project” means the redevelopment project, as described in the Project Plan.

“Refunded Bonds” means collectively: (a) the Series 2016A Bonds maturing in the years 2022 to 2036, inclusive, in the aggregate principal amount of \$[10,925,000]; and (b) the Series 2016B Bonds maturing in the year 2036 in the aggregate principal amount of \$[_____].

“Refunded Bonds Redemption Date” means [March 1, 2022] with respect to the Series 2016A Bonds and [_____], 202[] with respect to the Series 2016B Bonds.

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

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

“Representation Letter” shall mean the Blanket Letter of Representation from the City to the Securities Depository.

“Revenue Fund” means the fund created by that name by **Section 401** hereof.

“SEC Rule” means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as may be amended from time to time.

“Securities Depository” shall mean The Depository Trust Company, New York, New York, and its successors and assigns.

“Series 2016A Bonds” means the City’s General Obligation Bonds (Meadowbrook TIF Project), Series 2016A, dated May 17, 2016.

“Series 2016B Bonds” means the City’s Special Obligation Revenue Bonds (Meadowbrook TIF Project), Series 2016B, dated May 17, 2016.

“Series 2021 Bonds” means the City’s \$[PRINCIPAL AMOUNT] Special Obligation Tax Increment Revenue Refunding Bonds (Meadowbrook TIF Project), Series 2021.

“State” means the State of Kansas.

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

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

“Tax Compliance Agreement” means the Tax Compliance Agreement of even date herewith, between the City and the Trustee, as from time to time amended in accordance with the provisions thereof.

“Tax Increment Fund” means the fund by that name ratified and confirmed by **Section 401** hereof.

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

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

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

Section 102. Rules of Construction.

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

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

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

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

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

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

ARTICLE II

AUTHORIZATION OF BONDS

Section 201. Authorization, Issuance and Terms of Bonds.

(a) *Authorized Amount of Bonds.* The City may issue Bonds in one or more series from time to time under this Indenture, but subject to provisions of this Indenture and any Supplemental Indenture authorizing a series of Bonds. No Bonds may be issued under this Indenture except in accordance with the provisions of this Article. The total original principal amount of the Series 2021 Bonds shall be \$[PRINCIPAL AMOUNT]. The several series of Bonds may differ as between series in any respect not in conflict with the provisions of this Indenture and as may be prescribed in the Supplemental Indenture authorizing such series.

(b) *Title of Bonds.* The general title of all series of Bonds authorized to be issued under this Indenture shall be “Special Obligation Tax Increment Revenue Bonds (Meadowbrook TIF Project),” with such appropriate series designation added to or incorporated in the title for the Bonds of any series as the City may determine.

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

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

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

(f) *Dating.* The Series 2021 Bonds shall be dated as of the Dated Date. Additional Bonds shall be dated as set forth in the applicable Supplemental Indenture.

Section 202. Description of the Series 2021 Bonds.

(a) The Series 2021 Bonds are authorized and issued pursuant to the Bond Ordinance and are issued under and secured by this Indenture in an aggregate principal amount of \$[PRINCIPAL AMOUNT], for the purpose of refunding the Refunded Bonds, as provided in this Indenture, funding the Debt Service Reserve Fund for the Series 2021 Bonds, and paying the Costs of Issuance of the Series 2021 Bonds.

(b) The Series 2021 Bonds shall be issued as term bonds and become due in the principal amounts, on the Stated Maturities, and subject to redemption and payment, prior to their Stated Maturities as provided in **Article III** hereof, and shall bear interest at the rate per annum as follows:

<u>Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
April 1, 20[]	\$[]	[]%
April 1, 20[]	[]	[]

The Series 2021 Bonds shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in **Section 203** hereof.

(c) The Series 2021 Bonds shall be executed substantially in the form and manner set forth in **Exhibit B** and delivered to the Trustee for authentication. When the Series 2021 Bonds have been executed and authenticated as required by this Indenture and the Trustee has received payment in full of the purchase price of the Series 2021 Bonds, then the Trustee shall deliver the Series 2021 Bonds to or upon the order of the Purchaser.

Section 203. Method and Place of Payment of the Bonds. The principal of, or Redemption Price, and interest on the Bonds shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal of, Redemption Price or interest payable on each Bond on any Interest Payment Date or Maturity shall be paid to the Bondowner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Trustee to the address of such Bondowner shown on the Bond Register or at such other address as is furnished to the Trustee in writing by such Bondowner or (b) in the case of any payment to the Securities Depository for the Bonds, or any Bondowner of \$1,000,000 or more in aggregate principal amount of for the Bonds, by electronic transfer to such Bondowner upon written notice given to the Trustee by such Bondowner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank (which shall be in the continental United States), ABA routing number and account number to which such Bondowner wishes to have such transfer directed.

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

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

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

Section 205. Registration, Transfer and Exchange of Bonds. The City covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Trustee as herein provided. Each Bond when issued shall be registered in the name of the Bondowner thereof on the Bond Register.

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

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

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

The City and the Trustee shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Trustee pursuant to **Section 304** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the City of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to **Section 203** hereof.

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

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

Section 206. Execution, Registration, Authentication and Delivery of Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be executed for and on behalf of the City by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the Clerk and the seal of the City shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and to cause the Bonds to be registered in the office of the Clerk, which registration shall be evidenced by the manual or facsimile signature of the Clerk with the seal of the City affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

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

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

Section 207. Mutilated, Lost, Stolen or Destroyed Bonds. If (a) any mutilated Bond is surrendered to the Trustee or the Trustee receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the City and the Trustee such security or indemnity as may be

required by each of them, then, in the absence of notice to the City or the Trustee that such Bond has been acquired by a bona fide purchaser, the City shall execute and, upon the City's request, the Trustee shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

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

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

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

Section 208. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Trustee, either at or before Maturity, shall be cancelled by the Trustee immediately upon the payment, redemption and surrender thereof to the Trustee and subsequently destroyed in accordance with the customary practices of the Trustee. All Bonds cancelled under any of the provisions of this Indenture shall be destroyed by the Trustee in accordance with the customary practices of the Trustee and applicable retention laws.

Section 209. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Trustee all liability of the City to the Bondowner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such funds, without liability for interest thereon, for the benefit of the Bondowner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond. If any Bond is not presented for payment within four years following the date when such Bond becomes due at Maturity, the Trustee shall, without liability for interest thereon, repay to the City the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the City, and the Bondowner thereof shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid to it by the Trustee, and the City shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 210. Book-Entry Bonds; Securities Depository. The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Bonds, except in the event the Trustee 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 Trustee authenticates and delivers Replacement Bonds to the Beneficial Owners as described in the following paragraph.

If the City 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 Trustee 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 Trustee 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 subsection (1) or (2) of this paragraph, the City, with the consent of the Trustee, 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 Trustee, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the City, the Bond Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Trustee shall authenticate and cause delivery of Replacement Bonds to Owners, as provided herein. The Trustee 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 City.

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 City may appoint a successor Securities Depository provided the Trustee receives written evidence satisfactory to the Trustee 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 Trustee 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.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds Generally. The Series 2021 Bonds shall be subject to redemption prior to maturity in accordance with the terms and provisions set forth in this Article.

Section 302. Redemption of Series 2021 Bonds.

(a) *Optional Redemption.* At the option of the City, the Series 2021 Bonds are subject to redemption and payment prior to their Stated Maturity on [_____] 1, 20[___], or thereafter, as a whole or in part 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.

(b) *Excess Incremental Tax Revenues Mandatory Redemption.* The Series 2021 Bonds are subject to special mandatory redemption in ascending order of maturity by the Trustee on each Interest

Payment Date, at the redemption price of 100% of the principal amount being redeemed, together with accrued interest thereon to the date fixed for redemption, in an amount equal to the amount which is on deposit in the Redemption Fund 45 days prior to each Interest Payment Date (or if such date is not a Business Day, the immediately preceding Business Day), provided that the Series 2021 Bonds shall be redeemed only in Authorized Denominations.

(c) *Special Mandatory Redemption.* The Series 2021 Bonds are subject to special mandatory redemption by the Trustee, in whole but not in part, on any date in the event that moneys in the Debt Service Fund, Redemption Fund, and the Debt Service Reserve Fund are sufficient to redeem all of the Series 2021 Bonds at a redemption price of 100% of the Series 2021 Bonds Outstanding, together with accrued interest thereon to the date fixed for redemption.

Section 303. Selection of Bonds to be Redeemed.

(a) Bonds shall be redeemed only in Authorized Denominations. When less than all of the Outstanding Bonds of a series are to be redeemed and paid prior to their Stated Maturity, such Bonds shall be redeemed in ascending order of maturity, and from within each maturity in such equitable manner as the Trustee may determine. This paragraph shall not apply to Series 2021 Bonds to be redeemed (i) pursuant to mandatory sinking fund redemption provisions, if any, or (ii) pursuant to **Section 302(a)** herein. If less than all of the Series 2021 Bonds are to be redeemed and paid prior to their Stated Maturity pursuant to such **Section 302(a)**, such Series 2021 Bonds shall be redeemed in such manner as the City shall determine.

(b) In the case of a partial redemption of Bonds when Bonds of denominations greater than the Authorized Denomination are Outstanding, then for all purposes in connection with such redemption each Authorized Denomination unit of face value shall be treated as though it were a separate Bond of the Authorized Denomination. If one or more, but not all, of the Authorized Denomination units of face value represented by any Bond is selected for redemption, then upon notice of intention to redeem such Authorized Denomination unit or units, the Bondowner or the Bondowner's duly authorized agent shall forthwith present and surrender such Bond to the Trustee: (1) for payment of the Redemption Price and interest to the Redemption Date of such Authorized Denomination unit or units of face value called for redemption, and (2) for exchange, without charge to the Bondowner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Bondowner of any such Bond fails to present such Bond to the Trustee for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of the face value called for redemption (and to that extent only) and shall cease to accrue interest on the principal amount so called for redemption. This paragraph shall not apply to Bonds to be redeemed pursuant to mandatory sinking fund redemption provisions.

Section 304. Notice of Redemption of Bonds.

(a) In the event the City desires to call the Bonds for redemption prior to maturity, written notice of such intent shall be provided to the State Treasurer and the Trustee in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Trustee shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Trustee at least 45 days prior to the Redemption Date of written instructions of the City specifying the series, principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. The Trustee may in its discretion waive such notice period so long as the notice requirements set forth in the remaining subparagraphs of this **Section 304** are met. The foregoing provisions of this Section shall not apply in the case of any mandatory redemption of Bonds under this Indenture, and the Trustee shall call Bonds for redemption and shall give notice of redemption pursuant to such mandatory redemption requirements without the necessity of any action by the City.

(b) If the City shall call any Bonds for redemption and payment prior to the Stated Maturity thereof, the City shall cause the Trustee to give written notice of redemption to the Bondowners of said Bonds. Each of said written notices shall be deposited in the United States first class mail not less than 30 days prior to the Redemption Date.

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

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

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

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

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

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

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

(e) The Trustee is also directed to comply with any mandatory or voluntary standards then in effect for processing redemptions of municipal securities established by the State or the Securities and

Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

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

Section 305. Effect of Call for Redemption.

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

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

ARTICLE IV

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

Section 401. Creation of Funds and Accounts.

(a) There is hereby ratified the following separate fund of the City, which fund shall be held in the custody of the City pursuant to this Indenture: Meadowbrook TIF Park and Village Project Area Tax Increment Fund (the "Tax Increment Fund").

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

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

- (1) Costs of Issuance Fund.
- (2) Revenue Fund.

- (3) Debt Service Fund.
- (4) Debt Service Reserve Fund.
- (5) Redemption Fund.
- (6) Rebate Fund.
- (7) Extraordinary Expense Fund.

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

Section 402. Deposit of Bond Proceeds and Other Moneys. The net proceeds received from the sale of the Series 2021 Bonds shall be deposited simultaneously with the delivery of the Series 2021 Bonds, as follows:

(a) \$[] shall be transferred to the trustee for the Refunded Bonds with instructions to apply such funds to the retirement or redemption of the Refunded Bonds on the Refunded Bonds Redemption Date in accordance with the requirements of the bond trust indenture relating to the Refunded Bonds.

(b) \$[] shall be deposited in the Costs of Issuance Fund and applied in accordance with **Section 404** hereof.

(c) A sum equal to the Debt Service Reserve Requirement shall be deposited in the Debt Service Reserve Fund and applied in accordance with **Section 406** hereof.

Section 403. [Reserved.]

Section 404. Costs of Issuance Fund. Moneys in the Costs of Issuance Fund shall be used to pay the Costs of Issuance after receipt by the Trustee of written disbursement requests signed by the Authorized City Representative in substantially the form of **Exhibit C** hereto. Any funds remaining in the Costs of Issuance Fund, after payment of all Costs of Issuance, but not later than 60 days after the Closing Date, shall be transferred to the Debt Service Fund.

Section 405. Debt Service Fund.

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

(1) The amounts required to be deposited therein by **Sections 504 and 602** hereof.

(2) Any amounts provided by the City to the Trustee for deposit to the Debt Service Fund.

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

(b) The moneys in the Debt Service Fund shall be held in trust and shall be applied solely in accordance with the provisions of this Indenture to pay the principal of, redemption premium, if any, and

interest on the Bonds as the same become due and payable. Except as otherwise provided herein or in the Tax Compliance Agreement, moneys in the Debt Service Fund shall be expended solely as follows: (a) to pay interest on the Bonds as the same becomes due; (b) to pay principal of Bonds as the same mature or become due and upon mandatory sinking fund redemption thereof; and (c) to pay principal of and redemption premium, if any, on the Bonds as the same become due upon redemption prior to maturity.

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

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

Section 406. Debt Service Reserve Fund.

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

(b) The amount on deposit in the Debt Service Reserve Fund shall be valued by the Trustee 50 days prior to each Interest Payment Date (or if such date is not a Business Day, the immediately preceding Business Day) and the Trustee shall give immediate written notice to the City if such amount is less than the Debt Service Reserve Requirement. For the purpose of determining the amount on deposit in the Debt Service Reserve Fund, the value of any investments shall be valued at their fair market value on the date of valuation. Moneys in the Debt Service Reserve Fund that are in excess of the Debt Service Reserve Requirement shall be deposited by the Trustee without further authorization into the Debt Service Fund.

(c) After payment in full of the principal of, redemption premium, if any, and interest on the Bonds (or provision has been made for the payment thereof as specified in this Indenture), and the fees, charges and expenses of the Trustee and any Paying Agents and any other amounts required to be paid under this Indenture, all amounts remaining in the Debt Service Reserve Fund shall be paid to the City and deposited into the Tax Increment Fund.

Section 407. Rebate Fund.

(a) There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Tax Compliance Agreement. 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 Tax Compliance Agreement), for payment to the United States of America, and neither the City nor the Bondowner of any Bonds shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and the Tax Compliance Agreement (which is incorporated herein by reference).

(b) The Trustee shall periodically determine the amount of any arbitrage rebate under Section 148(f) of the Code in accordance with the Tax Compliance Agreement, and the Trustee shall make payments to the United States of America at the times and in the amounts determined under the Tax Compliance Agreement. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Bonds and payment and satisfaction of any Rebate Amount, or provision made therefor, shall be paid to the City and deposited into the Tax Increment Fund.

(c) Notwithstanding any other provision of this Indenture, the obligation to pay arbitrage rebate to the United States of America and to comply with all other requirements of this Section and the Tax Compliance Agreement shall survive the defeasance or payment in full of the Bonds.

(d) To the extent that money in the Rebate Fund is insufficient to pay any Rebate Amount on the Bonds, the Trustee shall provide immediate written notice of such deficiency to the City and the City shall thereafter transfer money equal to such deficiency to the Trustee for deposit to the Rebate Fund.

Section 408. Redemption Fund.

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

(1) The amounts required to be deposited therein by **Section 504** hereof.

(2) Any amounts provided by the City to the Trustee for deposit to the Redemption Fund.

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

(b) The moneys in the Redemption Fund shall be held in trust and shall be applied solely in accordance with the provisions of this Indenture without further authorization to:

(1) pay the principal of or interest on the Bonds pursuant to **Section 504** hereof if moneys otherwise available for such purpose as provided in **Sections 405** and **406** hereof are insufficient to pay the same as they become due and payable;

(2) pay the final installment of principal and/or interest due on the Bonds; and

(3) pay the principal of, redemption premium, if any, and interest on the Bonds called for redemption pursuant to **Article III** hereof, including the special mandatory redemption described therein.

(c) After payment in full of the principal of, redemption premium, if any, and interest on the Bonds (or after provision has been made for the payment thereof as provided in this Indenture), all arbitrage rebate to the United States and the fees, charges and expenses of the Bond Trustee, any Paying Agents, and any other amounts required to be paid under this Indenture, all amounts remaining in the Redemption Fund shall be paid to the City and deposited into the Tax Increment Fund.

Section 409. Extraordinary Expense Fund.

(a) Amounts on deposit in the Extraordinary Expense Fund shall be used only for the purpose of paying the fees, expenses and other costs, including legal fees, incurred by the City in connection with the defense or interpretation of the Indenture, or an audit, questionnaire or other request for information from the Internal Revenue Service, the Securities Exchange Commission or other federal or state entity or regulatory authority in connection with the Bonds, including legal fees incurred and any rebate obligations, fines or penalties owed. The Trustee will disburse moneys from the Extraordinary Expense Fund upon receipt by the Trustee of a written request signed by the Authorized City Representative that includes identification of the persons or entities owed such fees, expenses and other costs.

(b) In making payments and disbursements pursuant to this Section, the Trustee may conclusively rely upon the written requests and accompanying certificates and statements provided by the City with respect hereto. The Trustee is not required to make any independent inspection or investigation in connection with the matters set forth in the written requests.

(c) Upon the payment in full of the principal of and interest due on the Bonds (or provision having been made for the payment thereof as specified in this Indenture) and the fees, charges and expenses of the Trustee and any Paying Agents, and any other amounts required to be paid under this Indenture, all amounts remaining on deposit in the Extraordinary Expense Fund with respect to the Bonds shall be utilized to retire such Bonds and, thereafter, any remaining amounts shall be paid to the City and deposited in the Tax Increment Fund.

ARTICLE V

COLLECTION AND APPLICATION OF REVENUES; REPORTING

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

Section 502. Application of Moneys in Tax Increment Fund.

(a) The City covenants and agrees that from and after the delivery of the Bonds and continuing so long as any of the Bonds shall remain Outstanding, it will, no later than the 5th day of each month beginning January 5, 2022, transfer all of the moneys then held in the Tax Increment Fund, as follows:

(i) \$833.33 (representing a pro rata portion of the City's \$10,000 annual fee for administering the project) shall be transferred to the City's general fund.

(ii) The balance remaining in the Tax Increment Fund shall be transferred to the Trustee for deposit to the Revenue Fund.

(b) Upon payment of all Outstanding Bonds, all money in the Tax Increment Fund shall be distributed to the City to be applied in accordance with law and any documents relating to the Redevelopment District.

Section 503. Revenue Fund; Reporting Requirement. The amounts on deposit in the Revenue Fund, Debt Service Fund, Debt Service Reserve Fund, and Redemption Fund shall be valued by the Trustee 50 days prior to each Interest Payment Date (or if such date is not a Business Day, the immediately preceding Business Day) and the Trustee shall give immediate written notice to the City if the sum of such amounts is less than the principal of, redemption premium and interest on any Bonds due on the next succeeding Interest Payment Date. The amount on deposit in the Debt Service Fund shall also be valued by the Trustee as of the date the Trustee has available money in the Revenue Fund, and which money is available to be deposited in the Debt Service Fund pursuant to **Section 504** hereof to the extent the amount on deposit in the Debt Service Fund is less than the amounts required to be deposited therein pursuant to **Section 504(d), (e), and (f)**. For the purpose of determining the amount on deposit in such funds and accounts, the value of any investments shall be valued at their fair market value on the date of valuation.

Section 504. Application of Moneys in the Revenue Fund. Moneys in the Revenue Fund shall be applied by the Trustee on the 50th day (or if such day is not a Business Day, the immediately preceding Business Day) prior to each Interest Payment Date, as follows:

(a) *Rebate Fund.* There shall be transferred to the Rebate Fund an amount sufficient to pay rebate on the Bonds, if any, to the United States of America, owed under Section 148 of the Code, as directed in writing by the City in accordance with the Tax Compliance Agreement.

(b) *Trustee, Post-Issuance Compliance, and Investment Advisory Fees.* Upon delivery to the City of an invoice for such amounts, there shall next be paid an amount sufficient for payment of any fees and expenses which are due and owing to the Trustee, any Paying Agent or Rebate Analyst, for any post-issuance compliance costs relating to the Bonds then due or coming due in such calendar year, or any investment advisory fees charged to the City for directing the investment of funds and accounts herein. In no event shall the sum of all fees and expenses due and owing to the Trustee and any Paying Agent exceed \$[_____] per year, excluding any extraordinary fees and expenses incurred by the Trustee in connection with the Bonds. In no event shall the sum of all fees and expenses due and owing to the Rebate Analyst exceed \$[_____] per year, excluding any extraordinary fees and expenses incurred by the Rebate Analyst in connection with the Bonds. In no event shall the sum of all fees and expenses due and owing to an entity charging investment advisory fees to the City exceed \$7,200 per year, excluding any extraordinary fees and expenses incurred by such entity in connection with the Bonds.

(c) *Extraordinary Expense Fund.* There shall next be transferred to the Extraordinary Expense Fund, if the amount on deposit in such fund is less than the Extraordinary Expense Fund Requirement, the amount of such deficiency.

(d) *Debt Service Fund – Past-Due Principal and Defaulted Interest.* There shall next be transferred to the Debt Service Fund an amount equal to any unpaid and past-due interest or principal payments on the Bonds; provided, that any amounts in the Debt Service Fund shall be credited against the amount required to be deposited therein.

(e) *Debt Service Fund – Interest.* There shall next be transferred to the Debt Service Fund an amount equal to the interest becoming due on the Bonds on the next Interest Payment Date; provided, that any amounts in the Debt Service Fund shall be credited against the amount required to be deposited therein.

(f) *Debt Service Fund – Principal.* There shall next be transferred to the Debt Service Fund an amount equal to the principal becoming due on the Bonds on the next Interest Payment Date; provided, that any amounts in the Debt Service Fund shall be credited against the amount required to be deposited therein.

(g) *Debt Service Reserve Fund.* Next, (1) in the event funds have been drawn from the Debt Service Reserve Fund to pay principal of or interest on the Bonds, or (2) the valuation of any cash or investments in the Debt Service Reserve Fund is less than 90% of the Debt Service Reserve Requirement, there shall be transferred to the Debt Service Reserve Fund an amount sufficient to restore the Debt Service Reserve Fund to the Debt Service Reserve Requirement.

(h) *Excess Incremental Tax Revenues.* Any remaining moneys in the Revenue Fund, after the payments and transfers specified in subparagraphs (a) through (g) of this **Section 504** (the “Excess Incremental Tax Revenues”), shall be transferred to the Redemption Fund. No later than 45 days prior to each Interest Payment Date, commencing on April 1, 2022, the Trustee shall then determine the amount of Excess Incremental Tax Revenues, give written notice of the amount of such Excess Incremental Tax Revenues to the City, provide any notices required in accordance with **Article III**, and redeem on the next Interest Payment Date such amount of Bonds in ascending order of maturity in accordance with **Section 302(b)**.

ARTICLE VI

DEPOSIT AND INVESTMENT OF MONEYS

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

Section 602. Investment of Moneys. Moneys held under the Indenture in any fund or account referred to in this Indenture shall be invested at the written direction of the City in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than the date when the moneys invested may be needed for the purpose for which such fund was created. If the City fails to provide written directions concerning investment of moneys held under this Indenture, the Trustee may invest in such Investment Securities specified in paragraph (i) of the definition of Permitted Investments, provided they mature or are subject to redemption prior to the date such funds will be needed. Any such Investment Securities shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund in which such moneys are originally held, and the interest accruing thereon and any profit realized from such Permitted Investments shall be credited to such fund, and any loss resulting from such Investment Securities shall be charged to such fund. After the Trustee has notice pursuant to **Section 901** of the existence of an Event of Default, the Trustee shall direct the investment of moneys in Permitted Investments. All earnings on any investments held in any fund shall be deposited into the Debt Service Fund. The Trustee may make any and all investments permitted by the provisions of this Section through

its own bond department or any affiliate or short-term investment department and may charge its ordinary and customary fees for such trades, including cash sweep account fees.

ARTICLE VII

ADDITIONAL BONDS; REFUNDING BONDS

Section 701. Additional Bonds. No Additional Bonds may be issued under this Indenture, except for refunding bonds as provided in **Section 702**.

Section 702. Refunding Bonds. The City shall have the right to refund all of the Bonds under the provisions of any law then available. The City shall have the right to refund any portion of the Bonds, and the refunding bonds so issued shall enjoy complete equality of pledge with any of the Bonds of such series being refunded which will remain Outstanding, if any, upon the funds and accounts pledged under this Indenture; provided, however, that the following conditions must be met:

(a) If only a portion of the Bonds are refunded, such partial refunding must result in a lower projected debt service for the Bonds being refunded; provided, as an alternative to the foregoing, if such partial refunding results in an increase in debt service on the Bonds in any year, then said Bonds may be refunded only by and with the written consent of the Registered Bondowners of a majority in principal amount of the Bonds of such series being refunded which will remain Outstanding.

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

(c) Additional Bonds shall be titled “Special Obligation Refunding Bonds,” with such appropriate series designation added to or incorporated in the title for the Additional Bonds as the City may determine. The Additional Bonds shall be dated, shall mature on such dates, shall be numbered, shall bear interest at such rates not exceeding the maximum rate then permitted by law payable at such times, and shall be redeemable at such times and prices (subject to the provisions of **Article III**) and may have a Debt Service Reserve Requirement (if any), all as provided by the Supplemental Indenture authorizing the issuance of such Additional Bonds. Except as to any difference in the date, the maturities, the rates of interest or the provisions for redemption and rights to any Debt Service Reserve Fund (if any) established for a particular series of Bonds, such Additional Bonds may be on a parity with and shall be entitled to the same benefit and security of this Indenture as the Bonds upon compliance with the terms of this Section.

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

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

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

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

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

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

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

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

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

Section 802. Limited Obligations. The Bonds and the interest thereon shall be special, limited obligations of the City payable (except to the extent paid out of Bond proceeds or the income from

the temporary investment thereof and under certain circumstances from insurance proceeds and condemnation awards) solely out of the Trust Estate and are secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the Bondowners, as provided in this Indenture. The Bonds and interest thereon shall not be deemed to constitute a debt or liability of the State or of any political subdivision thereof within the meaning of any state constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the State or of any political subdivision thereof, but shall be payable solely from the Trust Estate. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the State, the City or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment. The State shall not in any event be liable for the payment of the principal of, redemption premium, if any, or interest on the Bonds or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the City. No breach by the City of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State or any charge upon its general credit or against its taxing power.

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

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

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

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

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

ARTICLE IX

DEFAULT AND REMEDIES

Section 901. Events of Default. The term “event of default,” wherever used in this Indenture, means any one of the following events (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(a) default in the payment of any interest on any Bond when such interest becomes due and payable; or

(b) default in the payment of the principal of (or premium, if any, on) any Bond when the same becomes due and payable (whether at maturity, upon proceedings for redemption, or otherwise); or

(c) default in the performance, or breach, of any covenant or agreement of the City in this Indenture (other than a covenant or agreement a default in the performance or breach of which is specifically dealt with elsewhere in this Section), and continuance of such default or breach for a period of **60** days after there has been given to the City by the Trustee or to the City and the Trustee by the owners of at least **25%** in principal amount of the Bonds Outstanding, a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default cannot be fully remedied within such **60**-day period, but can reasonably be expected to be fully remedied, such default shall not constitute an Event of Default if the City shall immediately upon receipt of such notice commence the curing of such default and shall thereafter prosecute and complete the same with due diligence and dispatch.

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

Section 902. Exercise of Remedies by the Trustee. Upon the occurrence and continuance of any Event of Default under this Indenture, unless the same is waived as provided in this Indenture, the Trustee shall have the following rights and remedies, in addition to any other rights and remedies provided under this Indenture or by law:

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

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

(c) *Appointment of Receiver.* Upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Bondowners under this Indenture, the Trustee

shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate, pending such proceedings, with such powers as the court making such appointment shall confer.

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

(e) *Enforcement Without Possession of Bonds.* All rights of action under this Indenture or any of the Bonds may be enforced and prosecuted by the Trustee without the possession of any of the Bonds or the production thereof in any suit or other proceeding relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its own name as trustee of an express trust. Any recovery of judgment shall, after provision for the payment of the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and subject to the provisions of **Section 906** hereof, be for the equal and ratable benefit of the owners of the Bonds in respect of which such judgment has been recovered.

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

Section 903. Trustee May File Proofs of Claim. In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to the City or any other obligor upon the Bonds or of such other obligor or their creditors, the Trustee (irrespective of whether the principal of the Bonds shall then be due and payable, as therein expressed or by declaration or otherwise, and irrespective of whether the Trustee shall have made any demand on the City for the payment of overdue principal, premium or interest) shall be entitled and empowered, by intervention in such proceeding or otherwise,

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

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

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Bondowner to make such payments to the Trustee, and in the event that the Trustee shall consent to the making of such payments directly to the Bondowners, to

pay to the Trustee any amount due to it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under **Section 1004**.

Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Bondowner any plan of reorganization, arrangement, adjustment or composition affecting the Bonds or the rights of any Bondowner, or to authorize the Trustee to vote in respect of the claim of any Bondowner in any such proceeding.

Section 904. Limitation on Suits by Bondowners. No Bondowner shall have any right to institute any proceeding, judicial or otherwise, under or with respect to this Indenture, or for the appointment of a receiver or trustee or for any other remedy under this Indenture, unless:

(a) such Bondowner has previously given written notice to the Trustee of a continuing Event of Default;

(b) the owners of not less than a majority in principal amount of the Bonds Outstanding shall have made written request to the Trustee to institute proceedings in respect of such Event of Default in its own name as Trustee under this Indenture;

(c) such Bondowner or Bondowners have offered to the Trustee indemnity as provided in **Section 1002(e)**, **Section 1002(k)** and **Section 1004** of this Indenture against the costs, expenses and liabilities to be incurred in compliance with such request;

(d) the Trustee for **60** days after its receipt of such notice, request and offer of indemnity has failed to institute any such proceeding; and

(e) no direction inconsistent with such written request has been given to the Trustee during such **60**-day period by the owners of a majority in principal amount of the Outstanding Bonds;

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

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

Section 905. Control of Proceedings by Bondowners. The owners of a majority in principal amount of the Outstanding Bonds shall have the right, during the continuance of an Event of Default, provided indemnity has been provided to the Trustee in accordance with **Section 1002(e)**, **Section 1002(k)** and **Section 1004**:

(a) to require the Trustee to proceed to enforce this Indenture, either by judicial proceedings for the enforcement of the payment of the Bonds and the foreclosure of this Indenture, or otherwise; and

(b) to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Indenture, provided that

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

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

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

Section 906. Application of Moneys Collected. Any moneys collected by the Trustee pursuant to this Article (after the deductions for payment of reasonable costs and expenses of proceedings resulting in the collection of such moneys) together with any other sums then held by the Trustee as part of the Trust Estate, shall be applied in the following order, at the date or dates fixed by the Trustee and, in case of the distribution of such money on account of principal (or premium, if any) or interest, upon presentation of the Bonds and the notation thereon of the payment if only partially paid and upon surrender thereof if fully paid:

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

(b) **Second:**

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

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

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

(2) If the principal of all the Bonds shall have become due and payable, all such moneys shall be applied to the payment of the principal, premium, if any, and interest then due and unpaid upon the Bonds without preference or priority of principal, premium or interest over the others, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal, premium, if any, and interest to the persons entitled thereto without any discrimination or privilege.

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

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

Section 907. Rights and Remedies Cumulative. No right or remedy herein conferred upon or reserved to the Trustee or to the Bondowners is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

Section 908. Delay or Omission Not Waiver. No delay or omission of the Trustee or of any owner of any Bond to exercise any right or remedy accruing upon an Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or an acquiescence therein. Every right and remedy given by this Article or by law to the Trustee or to the Bondowners may be exercised from time to time, and as often as may be deemed expedient, by the Trustee or by the Bondowners, as the case may be.

Section 909. Waiver of Past Defaults. Before any judgment or decree for payment of money due has been obtained by the Trustee as provided in this Article, the owners of a majority in principal amount of the Bonds Outstanding may, by written notice delivered to the Trustee and the City, on behalf of the owners of all the Bonds waive any past default hereunder and its consequences, except a default

- (a) in the payment of the principal of (or premium, if any) or interest on any Bond, or
- (b) in respect of a covenant or provision hereof which under **Article XI** cannot be modified or amended without the consent of the owner of each Outstanding Bond affected.

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

ARTICLE X

THE TRUSTEE

Section 1001. Acceptance of Trusts; Certain Duties and Responsibilities. The Trustee accepts and agrees to execute the trusts imposed upon it by this Indenture, but only upon the following express terms and conditions:

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

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

(2) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture; but in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not they conform on their face to the requirements of this Indenture.

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

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

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

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

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

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

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

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

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

(b) The Trustee shall be entitled to rely upon an Officer's Certificate as to the sufficiency of any request or direction of the City mentioned herein, the existence or non-existence of any fact or the sufficiency or validity of any instrument, paper or proceeding, or that a resolution in the form therein set forth has been adopted by the City has been duly adopted and is in full force and effect.

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

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

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

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

(g) The Trustee assumes no responsibility for the correctness of the recitals contained in this Indenture and in the Bonds, except the certificate of authentication on the Bonds. The Trustee makes no representations to the value or condition of the Trust Estate or any part thereof, or as to the title thereto or as to the security afforded thereby or hereby, or as to the validity or sufficiency of this Indenture or of the Bonds. The Trustee shall not be accountable for the use or application by the City of any of the Bonds or the proceeds thereof or of any money paid to or upon the order of the City under any provision of this Indenture.

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

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

(j) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

(k) Notwithstanding anything elsewhere in this Indenture contained, before taking any action under this Indenture, the Trustee may require that satisfactory indemnity be furnished to it for the reimbursement of all reasonable costs and expenses to which it may be put and to protect it against all liability which it may incur in or by reason of such action.

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

(m) The Trustee may inform the Bondowners of environmental hazards that the Trustee has reason to believe exist, and the Trustee has the right to take no further action and, in such event no fiduciary duty exists, which imposes any obligation for further action with respect to the Trust Estate or any portion thereof if the Trustee, in its individual capacity, determines that any such action would materially and adversely subject the Trustee to environmental or other liability for which the Trustee has not received indemnity pursuant to **Section 1002** and **Section 1004** hereof.

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

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

(p) The Trustee shall not be responsible for any recital herein or in the Bonds (except with respect to the Certificate of Authentication of the Trustee endorsed on the Bonds), or for the recording or rerecording, filing or refiling of this Indenture or any financing statements (other than continuation statements) in connection therewith, or for insuring or collecting any insurance moneys, or for the validity of the execution by the City of this Indenture or of any Supplemental Indentures or instruments of further assurance, or for the sufficiency of the security of the Bonds. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with **Article VI**.

(q) The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds and shall have no responsibility for compliance with any state or federal securities laws in connection with the Bonds, except as otherwise provided herein.

(r) In no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services.

Section 1003. Notice of Defaults. The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except failure by the City to cause to be made any of the payments to the Trustee required to be made by **Article IV** or **Article V** of this Indenture, unless the Trustee shall be specifically notified in writing of such default by the City or the owners of at least 25% in principal amount of all Bonds Outstanding, and in the event such default shall become an Event of

Default, and in the absence of such notice so delivered, the Trustee may conclusively assume there is no default except as aforesaid. Within **30** days after the Trustee has received notice of any default, and in the event such default shall become an Event of Default or the occurrence of any default hereunder of which the Trustee is deemed to have notice, the Trustee shall give written notice of such default by first class mail to all owners of Bonds as shown on the bond register maintained by the Trustee, unless such default shall have been cured or waived; provided, however, that, except in the case of a default in the payment of the principal of (or premium, if any) or interest on any Bond, the Trustee shall be protected in withholding such notice to the bondholders if and so long as the Trustee in good faith determines that the withholding of such notice is in the interests of the Bondowners. For the purpose of this Section, the term “**default**” means any event which is, or after notice or lapse of time or both would become, an Event of Default as defined in **Section 901**.

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

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

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

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

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

Section 1006. Resignation and Removal of Trustee.

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

(b) If the Trustee has or shall acquire any conflicting interest, it shall, within **90** days after ascertaining that it has a conflicting interest, or within **30** days after receiving written notice from the City that it has a conflicting interest, either eliminate such conflicting interest or resign in the manner and with the effect specified in subsection (a).

(c) The Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the City and the Trustee signed by the owners of a majority in principal amount of the Outstanding Bonds. The City or any Bondowner may at any time petition any court of competent jurisdiction for the removal for cause of the Trustee.

(d) If at any time:

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

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

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

(4) the Trustee shall have merged, consolidated, or been succeeded in interest, as described in **Section 1009** hereof,

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

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

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

Section 1007. Appointment of Successor Trustee. If the Trustee shall resign, be removed or become incapable of acting, or if a vacancy shall occur in the office of Trustee for any cause, the City or the owners of a majority in principal amount of Bonds Outstanding (if an Event of Default hereunder or event of default under the Development Agreement has occurred and is continuing), by an instrument or concurrent instruments in writing delivered to the City and the retiring Trustee, shall promptly appoint a successor Trustee. In case all or substantially all of the Trust Estate shall be in the possession of a receiver or trustee lawfully appointed, such receiver or trustee, by written instrument, may similarly appoint a temporary successor to fill such vacancy until a new Trustee shall be so appointed by the City or the Bondowners. If, within **30** days after such resignation, removal or incapability or the occurrence of such vacancy, a successor Trustee shall be appointed in the manner herein provided, the successor Trustee so appointed shall, forthwith upon its acceptance of such appointment, become the successor Trustee and supersede the retiring Trustee and any temporary successor Trustee appointed by such receiver or trustee.

If no successor Trustee shall have been so appointed and accepted appointment in the manner herein provided, any Bondowner or removed or retired Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee, until a successor shall have been appointed as above provided. The successor so appointed by such court shall immediately and without further act be superseded by any successor appointed as above provided. Every such successor Trustee appointed pursuant to the provisions of this Section shall be a bank or trust company in good standing under the law of the jurisdiction in which it was created and by which it exists, meeting the eligibility requirements of this Article.

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

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

Section 1009. Merger, Consolidation and Succession to Business. Any bank or association into which the Trustee may be merged or with which it may be consolidated, or any bank or association resulting from any merger or consolidation to which the Trustee shall be a party, or any bank or association succeeding to all or substantially all of the corporate trust business of the Trustee, shall, subject to the City's right to remove the Trustee pursuant to **Section 1006(d)(4)**, be the successor of the Trustee hereunder, provided such bank or association shall be otherwise qualified and eligible under this Article, and shall be vested with all of the title to the whole property or Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any paper or any further act on the part of any of the parties hereto. In case any Bonds shall have been authenticated, but not delivered, by the Trustee then in office, any successor by merger or consolidation to such authenticating Trustee may adopt such authentication and deliver the Bonds so authenticated with the same effect as if such successor Trustee had itself authenticated such Bonds.

Section 1010. Co-Trustees and Separate Trustees. At any time or times, for the purpose of meeting the legal requirements of any jurisdiction in which any of the Trust Estate may at the time be located, or in the enforcement of any default or the exercise any of the powers, rights or remedies herein granted to the Trustee, or any other action which may be desirable or necessary in connection therewith, the Trustee shall have power to appoint, and, upon the written request of the Trustee or of the owners of at least **25%** in principal amount of the Bonds Outstanding, the City shall for such purpose join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to appoint, one or more Persons approved by the Trustee either to act as co-trustee, jointly with the Trustee, of all or any part of the Trust Estate, or to act as separate trustee of any such property, in either case with such powers as may be provided in the instrument of appointment, and to vest in such person or persons in the capacity aforesaid, any property, title, protection, immunity, right or power deemed

necessary or desirable, subject to the other provisions of this Section. If the City does not join in such appointment within **15** days after the receipt by it of a request so to do, or in case an Event of Default has occurred and is continuing, the Trustee alone shall have power to make such appointment.

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

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

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

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

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

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

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

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

ARTICLE XI

SUPPLEMENTAL INDENTURES

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

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

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

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

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

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

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

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

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

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

payment on or after the stated maturity thereof (or, in the case of redemption, on or after the redemption date); or

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

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

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

(e) modify any of the provisions of this Section or **Section 909**, except to increase any percentage provided thereby or to provide that certain other provisions of this Indenture cannot be modified or waived without the consent of the owner of each Bond affected thereby; or

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

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

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

Section 1103. Execution of Supplemental Indentures. In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee shall be entitled to receive, and, subject to **Article X**, shall be fully protected in relying upon, an Opinion of Counsel stating that the execution of such Supplemental Indenture is authorized and permitted by and in compliance with the terms of this Indenture. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee’s own rights, duties or immunities under this Indenture or otherwise.

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

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

ARTICLE XII

SATISFACTION AND DISCHARGE

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

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

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

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

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

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

- (a) the principal of, premium, if any, and interest on all Bonds has been paid or is deemed to be paid and discharged by meeting the conditions of **Section 1201**; and

(b) all other sums payable under this Indenture with respect to the Bonds are paid or provision satisfactory to the Trustee is made for such payment.

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

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

ARTICLE XIII

TAX COVENANTS

Section 1301. General Covenants. The City covenants and agrees that (1) it will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, as may be necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds and (2) it will comply with the provisions of the Tax Compliance Agreement. The Trustee agrees to comply with the provisions of the Tax Compliance Agreement and with any statute, regulation or ruling that may apply to it as Trustee hereunder and relating to reporting principal and interest payments on the Bonds or other requirements necessary to preserve the exclusion from federal gross income of the interest on the Bonds.

ARTICLE XIV

CONTINUING DISCLOSURE REQUIREMENTS

Section 1401. Disclosure Requirements. The City hereby covenants with the Purchaser of the Series 2021 Bonds and the Registered Bondowners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Continuing Disclosure Agreement, which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser of the Series 2021 Bonds and Registered Bondowners.

Section 1402. Failure to Comply with Continuing Disclosure Requirements . In the event the City fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser of the Series 2021 Bonds and/or any Registered Bondowner of the Series 2021 Bonds may make demand for such compliance by written notice to the City. In the event the City does not remedy such

noncompliance within 10 days of receipt of such written notice, the Purchaser of the Series 2021 Bonds or any Registered Bondowner of the Series 2021 Bonds 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 of the Series 2021 Bonds and/or any Registered Bondowner of the Series 2021 Bonds shall deem effectual to protect and enforce any of the duties of the City under such preceding section.

ARTICLE XV

MISCELLANEOUS PROVISIONS

Section 1501. Compliance Certificates and Opinions. Upon any application or request by the City to the Trustee to take any action under any provision of this Indenture, the City shall cause to be furnished to the Trustee an Officers' Certificate stating that all conditions precedent, if any, provided for in this Indenture relating to the proposed action have been complied with and an Opinion of Counsel, stating that in the opinion of counsel rendering such opinion all such conditions precedent, if any, have been complied with, except that in the case of any such application or request as to which the furnishing of such documents is specifically required by any provision of this Indenture relating to such particular application or request, no additional certificate or opinion need be furnished.

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

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

Section 1502. Notices, Consents and Other Instruments by Registered Bondowners. Any notice, consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Registered Bondowners other than the assignment of the ownership of the Bonds, may be in any number of concurrent writings of similar tenor and may be signed or executed by such Registered Bondowners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of the Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the City and the Trustee with regard to any action taken, suffered or omitted under any such instrument, namely:

- (a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such

jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

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

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

Section 1503. Further Authority. The officers of the City, including the City Administrator, the Finance Director, and the City Clerk, are hereby authorized and directed to execute all documents, including without limitation an agreement with the Trustee, and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Indenture and to make any changes or additions in this Indenture and the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they determine to be in the City's best interest, and the execution or taking of such action shall be conclusive evidence of such determination.

Section 1504. Severability. If any section or other part of this Indenture, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Indenture.

Section 1505. Governing Law. This Indenture shall be governed exclusively by and constructed in accordance with the applicable laws of the State.

Section 1506. Notices. Except as otherwise provided herein, it shall be sufficient service of any notice, request, demand, authorization, direction, consent, waiver or other paper required or permitted by this Indenture to be made, given or furnished to or filed with the following persons, upon receipt by such person if the same shall be delivered in person or duly mailed by registered or certified mail, postage prepaid, at the following addresses:

To the Developer:

MB-18, LLC
4900 Main Street, Suite 400
Kansas City, Missouri 64112

With copies to:

Marcus G. Abbott
Polsinelli PC
900 W. 48th Place, Suite 900
Kansas City, Missouri 64112

To the City:

City of Prairie Village
Attn: City Administrator
City Hall
7700 Mission Road
Prairie Village, Kansas 66208

With copies to:

David E. Waters
Lathrop GPM LLP
10851 Mastin Blvd., Building 82, Suite 1000
Overland Park, Kansas 66210

And

Kevin Wempe
Gilmore & Bell, P.C.
2405 Grand Boulevard, Suite 1100
Kansas City, MO 64108-2521

To the Trustee:

Sarah Sanchez
UMB Bank, N.A.
928 Grand Blvd., 12th Floor
Kansas City, Missouri 64106

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

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

Section 1507. Electronic Transaction. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1508. Execution in Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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

CITY OF PRAIRIE VILLAGE, KANSAS

By: _____
Mayor

(Seal)

ATTEST:

By: _____
City Clerk

UMB BANK, N.A.,
as Trustee

By: _____
Name:
Title:

EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT DISTRICT AND PROJECT AREA

The following property located in Johnson County, Prairie Village, Kansas:

Park and Village Project Area:

LOTS 1 THROUGH 12, INCLUSIVE, AND LOT A, EXCEPT THE SOUTH 10 FEET THEREOF, BLOCK B, MEADOWBROOK ACRES, A SUBDIVISION IN THE CITY OF PRAIRIE VILLAGE, JOHNSON COUNTY, KANSAS;

AND ALL OF THE SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION THIRTY-THREE (33) TOWNSHIP TWELVE (12) RANGE TWENTY-FIVE (25) IN THE CITY OF PRAIRIE VILLAGE, JOHNSON COUNTY, KANSAS, EXCEPT THAT PART PLATTED AS MEADOWBROOK ACRES; AND EXCEPT THE SOUTH 40 FEET THEREOF IN 95TH STREET; AND EXCEPT THE WEST 30 FEET THEREOF IN NALL AVENUE;

AND EXCEPT A TRACT DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 12 SOUTH, RANGE 25 EAST, JOHNSON COUNTY, KANSAS; THENCE NORTH 0° 00' 00" EAST ALONG THE WEST LINE OF SAID SECTION 33, A DISTANCE OF 700.00 FEET TO A POINT; THENCE SOUTH 83° 50' 00" EAST A DISTANCE OF 1,030.00 FEET TO A POINT; THENCE SOUTH 65° 35' 00" EAST, A DISTANCE OF 375.00 FEET TO A POINT; THENCE SOUTH 0° 00' 00" WEST, A DISTANCE OF 429.24 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 33; THENCE SOUTH 89° 47' 09" WEST ALONG THE SOUTH LINE OF SAID SECTION 33 A DISTANCE OF 1,365.51 FEET TO THE PLACE OF BEGINNING;

AND EXCEPT A TRACT DESCRIBED AS FOLLOWS: ALL THAT PART OF THE SOUTHWEST ¼ OF SECTION 33, TOWNSHIP 12 SOUTH, RANGE 25 EAST, NOW IN THE CITY OF PRAIRIE VILLAGE, JOHNSON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST ¼ OF SAID SECTION 33, THENCE SOUTH 89° 47' 09" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST ¼ OF SECTION 33, A DISTANCE OF 676.70 FEET, TO THE TRUE POINT OF BEGINNING OF SUBJECT TRACT; THENCE CONTINUING SOUTH 89° 47' 09" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 33, A DISTANCE OF 605 FEET; THENCE NORTH 0° 00' 00" EAST, A DISTANCE OF 240 FEET; THENCE NORTH 89° 47' 09" EAST ALONG A LINE PARALLEL TO THE SOUTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 33, A DISTANCE OF 490 FEET; THENCE SOUTH 25° 38' 32" EAST, A DISTANCE OF 265.74 FEET TO THE TRUE POINT OF BEGINNING OF SUBJECT TRACT;

ALSO: A PART OF THE NORTHWEST ¼ OF SECTION 33, TOWNSHIP 12, RANGE 25, JOHNSON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE AND 88.86 FEET EAST OF THE SOUTHWEST CORNER OF THE NORTHWEST ¼ OF SAID SECTION 33; THENCE NORTH 75° EAST, ALONG THE SOUTH LINE OF SOMERSET DRIVE, AS ESTABLISHED BY THE PLAT OF WEST RIDING, A SUBDIVISION OF LAND NOW IN THE CITY OF PRAIRIE VILLAGE, JOHNSON COUNTY, KANSAS, A DISTANCE OF 454.01 FEET, TO A POINT OF CURVATURE; THENCE NORTHEASTERLY, ALONG THE SOUTH LINE OF SAID SOMERSET DRIVE, SAID SOUTH LINE BEING ON A CURVE TO THE LEFT HAVING A RADIUS OF 640 FEET, A DISTANCE OF 176.13 FEET; THENCE SOUTH 11° 43' 23" EAST, A DISTANCE OF 183.42 FEET, TO A POINT ON THE SOUTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 33; THENCE SOUTH 89° 26' 38" WEST,

ALONG THE SOUTH LINE OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 33, A DISTANCE OF 637.59 FEET, TO THE POINT OF BEGINNING.

Commercial Project Area:

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 12 SOUTH, RANGE 25 EAST, IN THE CITY OF PRAIRIE VILLAGE, JOHNSON COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 33; THENCE N $2^{\circ}06'14''$ W, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 700.00 FEET; THENCE S $85^{\circ}56'14''$ E, A DISTANCE OF 1029.95 FEET; THENCE S $67^{\circ}41'14''$ E, A DISTANCE OF 375.00 FEET; THENCE S $02^{\circ}06'14''$ E, A DISTANCE OF 189.07 FEET; THENCE N $87^{\circ}40'29''$ E, A DISTANCE OF 490.00 FEET; THENCE S $27^{\circ}45'12''$ E, A DISTANCE OF 265.74 FEET; TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33; THENCE S $87^{\circ}40'29''$ W, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 1970.54 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART IN ROADS, CONTAINING 22.1018 GROSS ACRES, MORE OR LESS.

EXHIBIT B

**REGISTERED
NUMBER R-_____**

**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
CITY OF PRAIRIE VILLAGE, KANSAS
SPECIAL OBLIGATION TAX INCREMENT REVENUE REFUNDING BOND
(MEADOWBROOK TIF PROJECT)
SERIES 2021**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>CUSIP</u>
_____%	_____ 1, 20	December __, 2021	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

THE CITY OF PRAIRIE VILLAGE, KANSAS, a municipal corporation and political subdivision of the State of Kansas (the “Issuer”), for value received, hereby promises to pay to the Registered Bondowner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on April 1 and October 1 of each year, commencing April 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 UMB Bank, N.A., Kansas City, Missouri (the “Trustee”). The interest payable on this Bond on any Interest Payment

Date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Trustee at the close of business on the Record Date(s) for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Trustee to the address of such Registered Bondowner shown on the Bond Register or at such other address as is furnished to the Trustee in writing by such Registered Bondowner, or (b) in the case of an interest payment to the Securities Depository or any Registered Bondowner of \$1,000,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Registered Bondowner upon written notice given to the Trustee by such Registered Bondowner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank (which shall be in the continental United States), ABA routing number and account number to which such Registered Bondowner wishes to have such transfer directed. The principal or redemption price of and interest on the Bonds shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Indenture.

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

Authorization of Bonds. This Bond is one of a duly authorized series of bonds of the Issuer designated “Special Obligation Tax Increment Revenue Refunding Bonds (Meadowbrook TIF Project), Series 2021” aggregating the original principal amount of \$[PRINCIPAL AMOUNT] (the “Series 2021 Bonds”). The Series 2021 Bonds are being issued for the purpose of refunding certain outstanding bonds of the Issuer under the authority of and in full compliance with the constitution and laws of the State, including particularly K.S.A. 12-1770 *et seq.* and K.S.A. 10-116a, as amended, and pursuant to an ordinance duly adopted by the governing body of the Issuer authorizing the issuance of the Series 2021 Bonds and a Bond Trust Indenture between the Issuer and UMB Bank, N.A., prescribing the form and details of the Series 2021 Bonds (jointly, the “Indenture”).

Limited Obligations. The Bonds are special obligations of the Issuer payable solely from and secured as to the payment of principal and interest by a pledge of the Trust Estate, including, but not limited to, the Incremental Tax Revenues (as defined in the Indenture) deposited in the Revenue Fund, all as more fully provided in the Indenture. The taxing power of the Issuer is not pledged to the payment of the Bonds either as to principal or interest. The Bonds shall not constitute a general obligation of the Issuer, nor shall they constitute an indebtedness of the Issuer within the meaning of any constitutional, statutory or charter provision, limitation or restriction. Reference is made to the Indenture for a description of the covenants and agreements made by the Issuer with respect to the receipt, segregation and application of the Incremental Tax Revenues to pay the Bonds, the nature and extent of the security for the Bonds, the rights, duties and obligations of the Issuer with respect thereto, and the rights of the Registered Bondowners thereof.

Redemption Prior to Maturity. The Series 2021 Bonds are subject to redemption prior to maturity as set forth in the Indenture.

Book-Entry System. The Series 2021 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 Indenture. One Series 2021 Bond certificate with respect to each date on which the Series 2021 Bonds are stated to mature or with respect to each form of Series 2021 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 2021 Bonds by the Securities Depository’s participants, beneficial ownership of the Series 2021 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 Trustee will recognize the Securities Depository nominee, while the Registered Owner of this Series 2021 Bond, as the owner of this Series 2021 Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Series 2021 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 2021 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 Trustee 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 2021 Bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Series 2021 Bond shall be made in accordance with existing arrangements among the Issuer, the Trustee and the Securities Depository.

Transfer and Exchange. EXCEPT AS OTHERWISE PROVIDED IN THE INDENTURE, THIS GLOBAL SERIES 2021 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 2021 Bond may be transferred or exchanged, as provided in the Indenture, only upon the Bond Register maintained by the Trustee at the above-mentioned office of the Trustee by the registered owner hereof in person or by his duly authorized attorney, upon surrender of this Series 2021 Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or his duly authorized attorney, and thereupon a new Series 2021 Bond or Series 2021 Bonds of the same maturity and in the same aggregate principal amount, shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The Issuer, the Trustee and any Paying Agent may deem and treat the person in whose name this Series 2021 Bond is registered on the Bond Register maintained by the Trustee 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 2021 Bonds are issuable in the form of fully registered bonds without coupons in Authorized Denominations.

Authentication. This Series 2021 Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the hereinafter defined Indenture until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Series 2021 Bond have existed, happened and been performed in due time, form and manner as required by law, and that before the issuance of the Series 2021 Bond, provision has been duly made for the collection and segregation of the Incremental Tax Revenues and for the application of the same as hereinbefore provided.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Issuer has caused this Series 2021 Bond to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

CITY OF PRAIRIE VILLAGE, KANSAS

(Facsimile Seal)

(facsimile)

Mayor

ATTEST:

By: _____
(facsimile)
City Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of a series of Special Obligation Tax Increment Revenue Refunding Bonds (Meadowbrook TIF Project), Series 2021, of the City of Prairie Village, Kansas, described in the within-mentioned Indenture.

Registration Date _____

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

By: _____

Registration Number _____

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

I, LYNN ROGERS, Treasurer of the State of Kansas, do hereby certify that a transcript of the proceedings leading up to the issuance of this Series 2021 Bond has been filed in my office, and that this Series 2021 Bond was registered in my office according to law on _____, 2021.

WITNESS my hand and official seal.

(Facsimile Seal)

(facsimile)
Treasurer of the State of Kansas

ASSIGNMENT

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

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

the within Series 2021 Bond and all rights thereunder, and hereby irrevocably constitutes and appoints agent to transfer the within Series 2021 Bond on the books kept by the Trustee for the registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered Bondowner as it appears upon the face of the within Series 2021 Bond in every particular.

Signature Guaranteed By:

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

By _____

Title:

**EXHIBIT C
TO BOND TRUST INDENTURE**

Request No: _____

Date: _____

WRITTEN REQUEST

(SECTION 404 - COSTS OF ISSUANCE FUND)

To: UMB Bank, N.A.
928 Grand Blvd., 12th Floor
Kansas City, Missouri 64106

Re: City of Prairie Village, Kansas Special Obligation Tax Increment Revenue
Refunding Bonds (Meadowbrook TIF Project), Series 2021

You are hereby requested and directed as Trustee under the Bond Trust Indenture dated as of December 1, 2021 (the "Indenture"), between the City of Prairie Village, Kansas and you, as Trustee, to pay from moneys in the Costs of Issuance Fund, pursuant to **Section 404** of the Indenture, to the following payees the following amounts for the following Issuance costs (as defined in the Indenture):

<u>Payee</u>	<u>Amount</u>	<u>Description of Issuance Costs</u>

The undersigned Authorized City Representative hereby states and certifies that each item listed above is a proper Costs of Issuance (as defined in the Indenture) that was incurred in connection with the issuance of the above-referenced Series 2021 Bonds, and the amount of this request is justly due and owing and has not been the subject of another requisition which was paid.

With respect to any such requisition, the Authorized City Representative (i) certifies they have reviewed any wire instructions set forth in such written disbursement direction to confirm such wire instructions are accurate, and (ii) agrees they will not seek recourse from the Trustee as a result of losses incurred by it for making the disbursement in accordance with the disbursement direction.

CITY OF PRAIRIE VILLAGE, KANSAS

By: _____
Title: Authorized City Representative

TAX COMPLIANCE AGREEMENT

Dated as of December 1, 2021

Between

CITY OF PRAIRIE VILLAGE, KANSAS

And

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

**[\$[PRINCIPAL AMOUNT]
Special Obligation Tax Increment Revenue Refunding Bonds
(Meadowbrook TIF Project)
Series 2021**

TAX COMPLIANCE AGREEMENT

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* * *

TAX COMPLIANCE AGREEMENT

THIS TAX COMPLIANCE AGREEMENT (the “**Tax Agreement**”), entered into as of December 1, 2021, between the **CITY OF PRAIRIE VILLAGE, KANSAS**, a political subdivision organized and existing under the laws of the State of Kansas (the “**City**”) and **UMB BANK, N.A.**, a national banking association duly organized and existing under the laws of the United States of America, as trustee (the “**Trustee**”).

RECITALS

1. This Tax Agreement is being executed and delivered in connection with the issuance by the City of \$[PRINCIPAL AMOUNT] principal amount of Special Obligation Tax Increment Revenue Refunding Bonds (Meadowbrook TIF Project), Series 2021 (the “**Bonds**”), under a Trust Indenture dated as of December 1, 2021 (the “**Indenture**”) between the City and the Trustee, for the purposes described in this Tax Agreement and in the Indenture.

2. The Internal Revenue Code of 1986, as amended (the “**Code**”), and the applicable Regulations and rulings issued by the U.S. Treasury Department (the “**Regulations**”), impose certain limitations on the uses and investment of the Bond proceeds and of certain other money relating to the Bonds and set forth the conditions under which the interest on the Bonds will be excluded from gross income for federal income tax purposes.

3. The City and the Trustee are entering into this Tax Agreement in order to set forth certain facts, covenants, representations, and expectations relating to the use of Bond proceeds and the property financed or refinanced with Bond proceeds, and the investment of Bond proceeds and of certain other related money, in order to establish and maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

4. The City has adopted a Tax-Exempt Financing Compliance Procedure (the “**Tax Compliance Procedure**”) for the purpose of setting out general procedures for the City to monitor and comply with the federal income tax requirements set out in the Code and the Regulations. This Tax Agreement is entered into as required by the Tax Compliance Procedure to, in part, set out specific tax compliance procedures applicable to the Bonds.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, covenants and agreements set forth in this Tax Agreement, the City and the Trustee represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. Except as otherwise provided in this Tax Agreement or unless the context otherwise requires, capitalized words and terms used in this Tax Agreement have the same meanings as set forth in the Indenture, and certain other words and phrases have the meanings assigned in Code §§ 103, 141-150 and the Regulations. The following words and terms used in this Tax Agreement have the following meanings:

“Bona Fide Debt Service Fund” means a fund, which may include Bond proceeds, that (a) is used primarily to achieve a proper matching of revenues with principal and interest payments within each Bond Year, and (b) is depleted at least once each Bond Year, except for a reasonable carryover amount not to exceed the greater of (1) the earnings on the fund for the immediately preceding Bond Year, or (2) one-twelfth of the principal and interest payments on the Bonds for the immediately preceding Bond Year.

“Bond” or **“Bonds”** means any Bond or Bonds described in the recitals, authenticated and delivered under the Indenture.

“Bond Compliance Officer” means the City’s Finance Director or other person to whom the responsibilities thereof are delegated.

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

“Bond Year” means each one-year period (or shorter period for the first Bond Year) ending _____ 1, or another one-year period selected by the City.

“City” means the City of Prairie Village, Kansas and its successors and assigns, or any body, agency or instrumentality of the State of Kansas succeeding to or charged with the powers, duties and functions of the City.

“Code” means the Internal Revenue Code of 1986, as amended.

“Computation Date” means each date on which arbitrage rebate for the Bonds is computed. The City may treat any date as a Computation Date, subject to the following limits:

- (a) the first rebate installment payment must be made for a Computation Date not later than 5 years after the Issue Date;
- (b) each subsequent rebate installment payment must be made for a Computation Date not later than five years after the previous Computation Date for which an installment payment was made; and
- (c) the date the last Bond is discharged is the final Computation Date.

The City selects December 1, 2026 as the first Computation Date, but reserves the right to select a different date consistent with the Regulations.

“Debt Service Reserve Requirement” means, with respect to the Bonds, an amount equal to \$_____.

“Financed Facility” means the portion of the Project financed with the proceeds of the Original Bonds and refinanced with proceeds of the Bonds, as described on **Exhibit C**.

“Gross Proceeds” means (a) sale proceeds (any amounts actually or constructively received by the City from the sale of the Bonds, including amounts used to pay underwriting discount or fees, but excluding pre-issuance accrued interest), (b) investment proceeds (any amounts received from investing sale proceeds,

other Investment proceeds or transferred proceeds), (c) any amounts held in a sinking fund for the Bonds, (d) any amounts held in a pledged fund or reserve fund for the Bonds, (e) any other replacement proceeds and (f) any transferred proceeds (unspent sale proceeds or investment proceeds of the Refunded Bonds). Specifically, Gross Proceeds includes (but is not limited to) amounts held in the following funds and accounts:

- (1) Revenue Fund.
- (2) Costs of Issuance Fund.
- (3) Debt Service Fund.
- (4) Debt Service Reserve Fund.
- (5) Redemption Fund.
- (6) Rebate Fund (to the extent funded with sale proceeds or investment proceeds of the Bonds).

“Guaranteed Investment Contract” is any Investment with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate, including any agreement to supply Investments on two or more future dates (*e.g.*, a forward supply contract).

“Indenture” means the Trust Indenture, dated December 1, 2021, between the City and the Trustee, as amended and supplemented in accordance with the provisions of the Indenture.

“Investment” means any security, obligation, annuity contract or other investment-type property that is purchased directly with, or otherwise allocated to, Gross Proceeds. This term does not include a tax-exempt bond, except for “specified private activity bonds” as defined in Code § 57(a)(5)(C).

“IRS” means the United States Internal Revenue Service.

“Issue Date” means December __, 2021.

“Management Agreement” means a legal agreement defined in Regulations § 1.141-3(b) as a management, service, or incentive payment contract with an entity that provides services involving all or a portion of any function of the Financed Facility, such as a contract to manage the entire Financed Facility or a portion of the Financed Facility. Contracts for services that are solely incidental to the primary governmental function of the Financed Facility (for example, contracts for janitorial, office equipment repair, billing, or similar services), however, are not treated as Management Agreements.

“Measurement Period” means, with respect to each item of property financed as part of the Financed Facility with proceeds of the Original Bonds, the period beginning on the later of (a) the issue date of the Original Bonds or (b) the date the property was placed in service, and ending on the earlier of (1) the final maturity date of the Bonds or (2) the end of the expected economic useful life of the property.

“Net Proceeds” means the sale proceeds of the Bonds (excluding pre-issuance accrued interest), less any proceeds deposited in a reasonably required reserve or replacement fund, plus all investment earnings on such sale proceeds.

“Non-Qualified Use” means use of Bond proceeds or the Financed Facility in a trade or business carried on by any Non-Qualified User. The rules set out in Regulations § 1.141-3 determine whether Bond proceeds or the Financed Facility are “used” in a trade or business. Generally, ownership, a lease, or any

other use that grants a Non-Qualified User a special legal right or entitlement with respect to the Financed Facility will constitute use under Regulations § 1.141-3.

“Non-Qualified User” means any person or entity other than a Qualified User.

“Opinion of Bond Counsel” means the written opinion of Gilmore & Bell, P.C. or other nationally recognized firm of bond counsel to the effect that the action or proposed action or the failure to act or proposed failure to act will not adversely affect the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

“Original Bonds” means, collectively, the Series 2016A Bonds and the Series 2016B Bonds, which were the first tax-exempt governmental bonds that financed or refinanced a portion of the Financed Facility.

“Post-Issuance Tax Requirements” means those requirements related to the use of proceeds of the Bonds, the use of the Financed Facility and the investment of Gross Proceeds that apply after the Issue Date of the Bonds.

“Project” means all of the property acquired, developed, constructed, renovated, and equipped with proceeds of the Original Bonds and other funds, as described on **Exhibit C**.

“Qualified Use Agreement” means any of the following:

(a) A lease or other short-term use by members of the general public who occupy the Financed Facility on a short-term basis in the ordinary course of the City’s governmental purposes.

(b) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 200 days in length pursuant to an arrangement whereby (1) the use of the Financed Facility under the same or similar arrangements is predominantly by natural persons who are not engaged in a trade or business and (2) the compensation for the use is determined based on generally applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed. Any Qualified User or Non-Qualified User using all or any portion of the Financed Facility under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(c) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 100 days in length pursuant to arrangements whereby (1) the use of the property by the person would be general public use but for the fact that generally applicable and uniformly applied rates are not reasonably available to natural persons not engaged in a trade or business, (2) the compensation for the use under the arrangement is determined based on applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed, and (3) the Financed Facility was not constructed for a principal purpose of providing the property for use by that Qualified User or Non-Qualified User. Any Qualified User or Non-Qualified User using all or any portion of the Financed Facility under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(d) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 50 days in length pursuant to a negotiated arm’s-length

arrangement at fair market value so long as the Financed Facility was not constructed for a principal purpose of providing the property for use by that person.

“Qualified User” means a State, territory, possession of the United States, the District of Columbia, or any political subdivision thereof, or any instrumentality of such entity, but it does not include the United States or any agency or instrumentality of the United States.

“Rebate Analyst” means Gilmore & Bell, P.C. or any successor Rebate Analyst selected pursuant to this Tax Agreement.

“Refunded Bonds” means, collectively, \$[10,335,000] outstanding principal amount of the Series 2016A Bonds, and \$[] outstanding principal amount of the Series 2016B Bonds.

“Regulations” means all Regulations issued by the U.S. Treasury Department to implement the provisions of Code §§ 103 and 141 through 150 and applicable to the Bonds.

“Series 2016A Bonds” means the City’s General Obligation Bonds (Meadowbrook TIF Project), Series 2016A

“Series 2016B Bonds” means the City’s Special Obligation Revenue Bonds (Meadowbrook TIF Project), Series 2016B.

“Tax Agreement” means this Tax Compliance Agreement as it may from time to time be amended and supplemented in accordance with its terms.

“Tax Compliance Procedure” means the City’s Tax-Exempt Financing Compliance Procedure, dated December 3, 2012.

“Tax-Exempt Bond File” means documents and records for the Bonds and the Original Bonds maintained by the Bond Compliance Officer pursuant to the Tax Compliance Procedure.

“Tax Revenues” means the real property taxes attributable to the increase in the current assessed valuation of the real property within the area known as the “Park and Village Project Area” over the assessed valuation of such property as of the date the redevelopment district (consisting of the areas known as the “Park and Village Area” and the “Commercial Area”) was established.

“Transcript” means the Transcript of Proceedings relating to the authorization and issuance of the Bonds.

“Trustee” means UMB Bank, N.A., and its successor or successors and any other corporation or association which at any time may be substituted in its place at the time serving as Trustee under the Indenture.

“Underwriter” means Stifel, Nicolaus & Company, Incorporated, underwriter of the Bonds.

“Yield” means yield on the Bonds, computed under Regulations § 1.148-4, and yield on an Investment, computed under Regulations § 1.148-5.

ARTICLE II

GENERAL REPRESENTATIONS AND COVENANTS

Section 2.1. Representations and Covenants of the City. The City represents and covenants as follows:

(a) *Organization and Authority.* The City (1) is a political subdivision organized and existing under the laws of the State of Kansas; and (2) has lawful power and authority to issue the Bonds for the purposes set forth in the Indenture, to enter into, execute and deliver the Indenture, the Bonds, and this Tax Agreement and to carry out its obligations under this Tax Agreement and under such documents; and (3) by all necessary action has been duly authorized to execute and deliver the Indenture, the Bonds, and this Tax Agreement, acting by and through its duly authorized officials.

(b) *Tax-Exempt Status of Bonds–General Representation and Covenants.* In order to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes, to the extent within its power or direction, the City (1) will take whatever action, and refrain from whatever action, necessary to comply with the applicable requirements of the Code; (2) will not use or invest, or permit the use or investment of, any Bond proceeds, other money held under the Indenture, or other funds of the City, in a manner that would violate applicable provisions of the Code; and (3) will not use, or permit the use of, any portion of the Financed Facility in a manner that would violate applicable provisions of the Code.

(c) *Governmental Obligations–Use of Proceeds.* Throughout the Measurement Period (1) all of the Financed Facility has been and is expected to be owned by the City or another Qualified User, (2) no portion of the Financed Facility has been or is expected to be used in a Non-Qualified Use, and (3) the City will not permit any Non-Qualified Use of the Financed Facility without first consulting with Bond Counsel.

(d) *Governmental Obligations–Private Security or Payment–No Impermissible Agreements.*

(1) In General. As of the Issue Date, the City expects that none of the principal and interest on the Bonds will be, and the payment of principal of and interest on the Original Bonds has not been, (under the terms of the Bonds or any underlying arrangement) directly or indirectly:

(A) secured by (i) any interest in property used or to be used for a Non-Qualified Use, or (ii) any interest in payments in respect of such property; or

(B) derived from payments (whether or not such payments are made to the City) in respect of property, or borrowed money, used or to be used for a Non-Qualified Use.

(2) Tax Revenues. For purposes of the foregoing, taxes of general application, including the Tax Revenues, are not treated as private payments or as private security. Tax Revenues will be the primary source of repayment of the Bonds. Tax Revenues are generally applicable taxes because they are an enforced contribution exacted pursuant to legislative authority as part of the taxing power, are imposed and collected for the purpose of raising revenue to be used for governmental purposes, have a uniform rate of collection that applies to all persons of the same classification in the appropriate jurisdiction and have a generally applicable manner of collection and determination.

(3) Impermissible Agreements. No taxpayer has entered into any “impermissible agreement” relating to the payment of Tax Revenues. An “impermissible agreement” generally includes any agreement described in Regulations § 1.141-4(e)(4)(ii), including the following:

(A) An agreement to be personally liable for a tax that does not impose personal liability.

(B) An agreement to provide additional credit support such as a guaranty or to pay unanticipated shortfalls in tax collections.

(C) An agreement as to the minimum market value of property subject to a property tax.

(D) An agreement not to challenge or to seek deferral of a tax.

(E) Any similar agreement that causes a tax to fail to have a generally applicable manner of determination or collection.

(3) The City will not permit any private security or private payment with respect to the Bonds without first consulting with Bond Counsel.

(e) *No Private Loan.* Not more than 5% of the Net Proceeds of the Bonds will be loaned directly or indirectly to any Non-Qualified User.

(f) *Agreements.* As of the Issue Date, the City has not entered into any agreements with Non-Qualified Users to lease or otherwise use the Project or any agreements relating to the operation or management of the Project. During the Measurement Period, the City will not enter into any such agreement without first consulting with Bond Counsel.

(g) *Limit on Maturity of Bonds.* A list of the assets included in the Financed Facility and an estimate of the “average reasonably expected economic life” is attached to this Tax Agreement as **Exhibit C**. Based on this computation, the “average maturity” of the Bonds of ____ years, as computed by Bond Counsel based on the expected repayment of the Bonds, does not exceed 120% of the average reasonably expected economic life of the Financed Facility of ____ years.

(h) *Expenditure of Bond Proceeds.*

(1) Allocating Bond Proceeds. The City has evidenced each allocation of the proceeds of the Original Bonds to an expenditure in writing.

(2) Reimbursement of Expenditures; Official Intent. On October 12, 2015, in connection with the issuance of the Original Bonds, the governing body of the City adopted a resolution declaring the intent of the City to finance the Financed Facility with tax-exempt bonds and to reimburse the City for expenditures made for the Financed Facility prior to the issuance of those bonds. No proceeds of the Original Bonds were used to reimburse an expenditure paid by the City more than 60 days prior to the date this resolution was adopted. No proceeds of the Original Bonds were used to reimburse an expenditure paid by the City more than 3 years prior to the reimbursement allocation. No proceeds of the Original Bonds were used to reimburse an expenditure paid by the City more than 18 months after the later of the date of the expenditure or the date the Financed Facility was placed in service.

(i) *Registered Bonds.* The Indenture requires that all of the Bonds will be issued and held in registered form within the meaning of Code § 149(a).

(j) *Bonds Not Federally Guaranteed.* The City will not take any action or permit any action to be taken that would cause any Bond to be “federally guaranteed” within the meaning of Code § 149(b).

(k) *IRS Form 8038-G.* Bond Counsel will prepare Form 8038-G (Information Return for Tax-Exempt Governmental Obligations) based on the representations and covenants of the City contained in this Tax Agreement or otherwise provided by the City. Bond Counsel will sign the return as a paid preparer following completion and will then deliver copies to the City for execution and for the City’s records. The City agrees to timely execute and return to Bond Counsel the execution copy of Form 8038-G for filing with the IRS. A copy of the Form 8038-G filed with the IRS, along with proof of filing, will be included as **Exhibit B**.

(l) *Hedge Bonds.* At least 85% of the net sale proceeds (the sale proceeds of the Original Bonds less any sale proceeds invested in a reserve fund) of the Original Bonds were used to carry out the governmental purpose of the Original Bonds within 3 years after the issue date thereof and not more than 50% of the proceeds of the Original Bonds were invested in Investments having a substantially guaranteed Yield for 4 years or more.

(m) *Compliance with Future Tax Requirements.* The City understands that the Code and the Regulations may impose new or different restrictions and requirements on the City in the future. The City will comply with such future restrictions that are necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

(n) *Single Issue; No Other Issues.* The Bonds constitute a single “issue” under Regulations § 1.150-1(c). No other debt obligations of the City (1) are being sold within 15 days of the sale of the Bonds, (2) are being sold under the same plan of financing as the Bonds, and (3) are expected to be paid from substantially the same source of funds as the Bonds (disregarding guarantees from unrelated parties, such as bond insurance).

(o) *Interest Rate Swap.* As of the Issue Date, the City has not entered into an interest rate swap agreement or any other similar arrangement designed to modify its interest rate risk with respect to the Bonds. The City will not enter into any such arrangement in the future without first consulting with Bond Counsel.

(p) *Guaranteed Investment Contract.* As of the Issue Date, the City does not expect to enter into a Guaranteed Investment Contract for any Gross Proceeds of the Bonds. The City will be responsible for complying with **Section 4.4(d)** if it decides to enter into a Guaranteed Investment Contract at a later date.

(q) *No Bank Qualified Tax-Exempt Obligations.* The Bonds are *not* “qualified tax-exempt obligations” under Code § 265(b)(3).

Section 2.2. Representations and Covenants of the Trustee. The Trustee represents and covenants to the City as follows:

(a) The Trustee will comply with the provisions of this Tax Agreement that apply to it as Trustee and any written letter or Opinion of Bond Counsel, specifically referencing the Bonds and received

by the Trustee, that sets forth any action necessary to comply with any statute, regulation or ruling that may apply to it as Trustee and relating to reporting requirements or other requirements necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

(b) The Trustee, acting at the written direction of the City, may from time to time cause a firm of attorneys, consultants or independent accountants or an Investment banking firm to provide the Trustee with such information as the City may request in order to determine all matters relating to (1) the Yield on the Bonds as it relates to any data or conclusions necessary to verify that the Bonds are not “arbitrage bonds” within the meaning of Code § 148, and (2) compliance with arbitrage rebate requirements of Code § 148(f). The City will pay all costs and expenses incurred in connection with supplying the foregoing information.

(c) The Trustee, acting on behalf of the City, will retain records related to the investment and expenditure of Gross Proceeds held in funds and accounts maintained by the Trustee and any records provided to the Trustee by such parties related to the Post-Issuance Tax Requirements in accordance with **Section 4.2(a)** of this Tax Agreement. The Trustee will retain these records until three years following the final maturity of the Bonds or any obligation issued to refund the Bonds; *provided*, however, that if the Trustee is not retained to serve as trustee for any obligations issued to refund the Bonds, then the Trustee may satisfy its record retention duties under this subsection (c) by providing copies of all such records related to the Bonds to the trustee for the refunding obligations or other party agreed upon by the City.

Section 2.3. Survival of Representations and Covenants. All representations, covenants and certifications of the City and the Trustee contained in this Tax Agreement or in any certificate or other instrument delivered by the City or the Trustee under this Tax Agreement, will survive the execution and delivery of such documents and the issuance of the Bonds, as representations of facts existing as of the date of execution and delivery of the instruments containing such representations. The foregoing covenants of this Section will remain in full force and effect notwithstanding the defeasance of the Bonds.

ARTICLE III

ARBITRAGE CERTIFICATIONS AND COVENANTS

Section 3.1. General. The purpose of this **Article III** is to certify, under Regulations § 1.148-2(b), the City’s expectations as to the sources, uses and investment of Bond proceeds and other money, in order to support the City’s conclusion that the Bonds are not arbitrage bonds. The person executing this Tax Agreement on behalf of the City is an officer of the City responsible for issuing the Bonds.

Section 3.2. Reasonable Expectations. The facts, estimates and expectations set forth in this **Article III** are based upon and in reliance upon the City’s understanding of the documents and certificates that comprise the Transcript, and the representations, covenants and certifications of the parties contained therein. To the City’s knowledge, the facts and estimates set forth in this Tax Agreement are accurate, and the expectations of the City set forth in this Tax Agreement are reasonable. The City has no knowledge that would cause it to believe that the representations, warranties and certifications described in this Tax Agreement are unreasonable or inaccurate or may not be relied upon.

Section 3.3. Purpose of Financing. The Bonds are being issued for the purpose of providing funds to refund the Refunded Bonds for debt service savings.

Section 3.4. Funds and Accounts. The following funds and accounts have been established under the Indenture:

- (a) Tax Increment Fund.
- (b) Costs of Issuance Fund.
- (c) Revenue Fund.
- (d) Debt Service Fund.
- (e) Debt Service Reserve Fund.
- (f) Redemption Fund.
- (g) Rebate Fund.

Section 3.5. Amount and Use of Bond Proceeds and Other Money.

(a) *Amount of Bond Proceeds.* The total proceeds to be received by the City from the sale of the Bonds will be as follows:

Principal Amount	\$(PRINCIPAL AMOUNT).00
Original Issue Discount/Premium	
Less: Underwriting Discount	<u>0</u>
Total Proceeds Received by City	<u>\$ 0.00</u>

(b) *Use of Bond Proceeds and Other Moneys.* The net Bond proceeds in the amount of \$_____, together with \$_____ from amounts on deposit in the funds and accounts established for the Refunded Bonds, shall be allocated as follows:

(1) \$_____ of Bond proceeds will be transferred to the trustee for the Refunded Bonds with instructions to apply such funds to the retirement or redemption of the Refunded Bonds on the applicable redemption date for the Refunded Bonds.

(2) \$_____, an amount equal to the Debt Service Reserve Requirement, of Bond proceeds will be deposited in the Debt Service Reserve Fund.

(3) \$_____ of Bond proceeds will be deposited in the Costs of Issuance Fund and used to pay costs of issuing the Bonds.

(4) \$_____ from the funds and accounts for the Refunded Bonds will be deposited in the Debt Service Fund.

Section 3.6. No Multipurpose Issue. The Bonds are being issued for the sole purpose of refunding the Refunded Bonds.

Section 3.7. No Advance Refunding. No proceeds of the Bonds will be used more than 90 days following the Issue Date to pay principal of or interest on any other debt obligation.

Section 3.8. Current Refunding.

(a) *Current Refunding.* Bond proceeds will be used to pay the principal of and interest on the Refunded Bonds, with all proceeds spent for such purpose not later than 90 days after the Issue Date.

(b) *No Transferred Proceeds.* As of the Issue Date, there are no unspent proceeds of the Refunded Bonds, and therefore there will be no “transferred proceeds” of the Bonds (within the meaning of Regulations § 1.148-9(b)).

Section 3.9. Project Completion. The Financed Facility has previously been completed.

Section 3.10. Sinking Funds. The City is required to make periodic payments in amounts sufficient to pay the principal of and interest on the Bonds. Such payments will be deposited into the Debt Service Fund. Except for the Revenue Fund, the Debt Service Fund, the Debt Service Reserve Fund, and the Redemption Fund, no sinking fund or other similar fund that is expected to be used to pay principal of or interest on the Bonds has been established or is expected to be established. The Debt Service Fund is used primarily to achieve a proper matching of revenues with principal and interest payments on the Bonds within each Bond Year, and the City expects that the Revenue Fund, the Debt Service Fund, and the Redemption Fund, in the aggregate, will qualify as a Bona Fide Debt Service Fund.

Section 3.11. Reserve, Replacement and Pledged Funds.

(a) *Debt Service Reserve Fund.* The Indenture establishes a Debt Service Reserve Fund to be funded at the time of issuance of the Bonds in an amount equal to the Debt Service Reserve Requirement. The amount to be held in the Debt Service Reserve Fund will not exceed the least of (1) 10% of the aggregate [stated principal amount] [issue price] of the Bonds, (2) the maximum annual principal and interest requirements on the Bonds, or (3) 125% of the average annual principal and interest requirements on the Bonds, each determined as of the Issue Date. Any amounts in the Debt Service Reserve Fund in excess of the Debt Service Reserve Requirement will be transferred to the Debt Service Fund.

(b) *No Other Replacement or Pledged Funds.* None of the Bond proceeds will be used as a substitute for other funds that were intended or earmarked to pay costs of the Financed Facility or refund the Refunded Bonds, and that instead has been or will be used to acquire higher yielding Investments. Except for the Revenue Fund, the Debt Service Fund, the Debt Service Reserve Fund and the Redemption Fund, there are no other funds pledged or committed in a manner that provides a reasonable assurance that such funds would be available for payment of the principal of or interest on the Bonds if the City encounters financial difficulty.

Section 3.12. Purpose Investment Yield. The proceeds of the Bonds will not be used to purchase an Investment for the purpose of carrying out the governmental purpose of the financing.

Section 3.13. Issue Price and Yield on Bonds.

(a) *Issue Price.* Based on the Underwriter’s certifications in the Underwriter’s Receipt for Bonds and Closing Certificate, the City hereby elects to establish the issue prices of the Bonds pursuant to Regulations § 1.148-1(f)(2)(i) (relating to the so-called “general rule”). Therefore, the aggregate issue price of the Bonds is \$_____.

(b) *Bond Yield.* Based on the issue price of the Bonds and the expected repayment of the Bonds, the Yield on the Bonds is _____%, as computed by Bond Counsel as shown on **Exhibit A**. The City has not entered into an interest rate swap agreement with respect to the Bonds.

Section 3.14. Miscellaneous Arbitrage Matters.

(a) *No Abusive Arbitrage Device.* The Bonds are not and will not be part of a transaction or series of transactions that has the effect of (1) enabling the City to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (2) overburdening the tax-exempt bond market.

(b) *No Over-Issuance.* The sale proceeds of the Bonds, together with expected Investment earnings thereon and other money contributed by the City, do not exceed the cost of the governmental purpose of the Bonds as described above.

Section 3.15. Conclusion. On the basis of the facts, estimates and circumstances set forth in this Tax Agreement, the City does not expect that the Bond proceeds will be used in a manner that would cause any Bond to be an “arbitrage bond” within the meaning of Code § 148 and the Regulations.

ARTICLE IV

POST-ISSUANCE TAX REQUIREMENTS, POLICIES AND PROCEDURES

Section 4.1. General.

(a) *Purpose of Article.* The purpose of this Article is to supplement the Tax Compliance Procedure and to set out specific policies and procedures governing compliance with the federal income tax requirements that apply after the Bonds are issued. The City recognizes that interest on the Bonds will remain excludable from gross income only if the Post-Issuance Tax Requirements are followed after the Issue Date. The City further acknowledges that written evidence substantiating compliance with the Post-Issuance Tax Requirements must be retained in order to permit the Bonds to be refinanced with tax-exempt obligations and substantiate the position that interest on the Bonds is exempt from gross income in the event of an audit of the Bonds by the IRS.

(b) *Written Policies and Procedures of the City.* The City intends for the Tax Compliance Procedure, as supplemented by this Tax Agreement, to be its primary written policies and procedures for monitoring compliance with the Post-Issuance Tax Requirements for the Bonds and to supplement any other formal policies and procedures related to tax compliance that the City has established. The provisions of this Tax Agreement are intended to be consistent with the Tax Compliance Procedure. In the event of any inconsistency between the Tax Compliance Procedure and this Tax Agreement, the terms of this Tax Agreement will govern.

(c) *Bond Compliance Officer.* The City when necessary to fulfill its Post-Issuance Tax Requirements will, through its Bond Compliance Officer, sign Form 8038-T in connection with the payment of arbitrage rebate or Yield reduction payments, participate in any federal income tax audit of the Bonds or related proceedings under a voluntary compliance agreement procedures (VCAP) or undertake a remedial action procedure pursuant to Regulations § 1.141-12. In each case, all costs and expenses incurred by the City shall be treated as a reasonable cost of administering the Bonds and the City shall be entitled to reimbursement and recovery of its costs to the same extent as provided in the Indenture or State law.

Section 4.2. Record Keeping; Use of Bond Proceeds and Use of Financed Facility.

(a) *Record Keeping.* The Bond Compliance Officer will maintain the Tax-Exempt Bond File for the Bonds in accordance with the Tax Compliance Procedure. Unless otherwise specifically instructed in advice or a written Opinion of Bond Counsel or to the extent otherwise provided in this Tax Agreement, the Bond Compliance Officer shall retain records related to the Post-Issuance Tax Requirements until 3 years following the final maturity of (1) the Bonds or (2) any obligation issued to refund the Bonds. Any records maintained electronically must comply with Section 4.01 of Revenue Procedure 97-22, which generally provides that an electronic storage system must (i) ensure an accurate and complete transfer of the hardcopy records which indexes, stores, preserves, retrieves and reproduces the electronic records, (ii) include reasonable controls to ensure integrity, accuracy and reliability of the electronic storage system and to prevent unauthorized alteration or deterioration of electronic records, (iii) exhibit a high degree of legibility and readability both electronically and in hardcopy, (iv) provide support for other books and records of the City and (v) not be subject to any agreement that would limit the ability of the IRS to access and use the electronic storage system on the City's premises.

(b) *Accounting and Allocation of Bond Proceeds to Expenditures.* Proceeds of the Bonds and other money will be used as described in **Section 3.5** hereof. The Bond Compliance Officer will maintain accounting records showing the investment and expenditure of this money as part of the Tax-Exempt Bond File. The Bond Compliance Officer has prepared written substantiation records of the allocation of proceeds the Original Bonds to the Financed Facility through requisitions from the project funds established under the indenture for the Original Bonds. This allocation is summarized on **Exhibit C** and is intended to constitute the allocation of the proceeds of the Original Bonds to expenditures for the Project.

(c) *Annual Compliance Checklist.* Attached as **Exhibit D** is a sample Annual Compliance Checklist for the Bonds. The Bond Compliance Officer will prepare and complete an Annual Compliance Checklist for the Financed Facility at least annually in accordance with the Tax Compliance Procedure. If the Annual Compliance Checklist identifies a deficiency in compliance with the requirements of this Tax Agreement, the Bond Compliance Officer will take the actions identified in advice of Bond Counsel or as described in the Tax Compliance Procedure to correct any deficiency.

(d) *Opinions of Bond Counsel.* The Bond Compliance Officer is responsible for obtaining and delivering to the City and the Trustee any advice or Opinion of Bond Counsel required under the provisions of this Tax Agreement, including any advice or Opinion of Bond Counsel required by this Tax Agreement or the Annual Compliance Checklist.

Section 4.3. Temporary Periods/Yield Restriction. Except as described below, the City will not invest Gross Proceeds at a Yield greater than the Yield on the Bonds:

(a) *Refunding Proceeds.* Bond proceeds deposited with the trustee for the Refunded Bonds or otherwise allocable to a current refunding of the Refunded Bonds may be invested without Yield restriction for up to 90 days after the Issue Date.

(b) *Costs of Issuance Fund.* Bond proceeds deposited in the Costs of Issuance Fund may be invested without Yield restriction for 13 months.

(c) *Sinking Funds.* To the extent that the Revenue Fund, the Debt Service Fund, and the Redemption Fund, in the aggregate, qualify as a Bona Fide Debt Service Fund, money in such accounts may be invested without Yield restriction for 13 months after the date of deposit. Earnings on such amounts may be invested without Yield restriction for one year after the date of receipt of such earnings.

(d) *Debt Service Reserve Fund.* Money in the Debt Service Reserve Fund may be invested without Yield restriction up to the least of (1) the Debt Service Reserve Requirement, (2) 10% of the aggregate [stated principal amount] [issue price] of the Bonds, (3) the maximum annual principal and interest requirements on the Bonds, or (4) 125% of the average annual principal and interest requirements on the Bonds, each determined as of the Issue Date.

(e) *Minor Portion.* In addition to the amounts described above, Gross Proceeds not exceeding \$100,000 may be invested without Yield restriction.

Section 4.4. Fair Market Value.

(a) *General.* No Investment may be acquired with Gross Proceeds for an amount (including transaction costs) in excess of the fair market value of such Investment, or sold or otherwise disposed of for an amount (including transaction costs) less than the fair market value of the Investment. The fair market value of any Investment is the price a willing buyer would pay to a willing seller to acquire the Investment in a bona fide, arm's-length transaction. Fair market value will be determined in accordance with Regulations § 1.148-5.

(b) *Established Securities Market.* Except for Investments purchased for a Yield-restricted defeasance escrow, if an Investment is purchased or sold in an arm's-length transaction on an established securities market (within the meaning of Code § 1273), the purchase or sale price constitutes the fair market value. Where there is no established securities market for an Investment, market value must be established using one of the paragraphs below. The fair market value of Investments purchased for a Yield-restricted defeasance escrow must be determined in a bona fide solicitation for bids that complies with Regulations § 1.148-5.

(c) *Certificates of Deposit.* The purchase price of a certificate of deposit (a "CD") is treated as its fair market value on the purchase date if (1) the CD has a fixed interest rate, a fixed payment schedule, and a substantial penalty for early withdrawal, (2) the Yield on the CD is not less than the Yield on reasonably comparable direct obligations of the United States, and (3) the Yield is not less than the highest Yield published or posted by the CD issuer to be currently available on reasonably comparable CDs offered to the public.

(d) *Guaranteed Investment Contracts.* The purchase price of a Guaranteed Investment Contract is treated as its fair market value on the purchase date if all of the following requirements are met:

(1) Bona Fide Solicitation for Bids. The City or the Trustee makes a bona fide solicitation for the Guaranteed Investment Contract, using the following procedures:

(i) The bid specifications are in writing and are timely forwarded to potential providers.

(ii) The bid specifications include all "material" terms of the bid. A term is material if it may directly or indirectly affect the Yield or the cost of the Guaranteed Investment Contract.

(iii) The bid specifications include a statement notifying potential providers that submission of a bid is a representation (A) that the potential provider did not consult

with any other potential provider about its bid, (B) that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the City, the Trustee, or any other person (whether or not in connection with the bond issue), and (C) that the bid is not being submitted solely as a courtesy to the City, the Trustee, or any other person, for purposes of satisfying the requirements of the Regulations.

(iv) The terms of the bid specifications are “commercially reasonable.” A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the Yield of the Guaranteed Investment Contract.

(v) The terms of the solicitation take into account the City’s reasonably expected deposit and draw-down schedule for the amounts to be invested.

(vi) All potential providers have an equal opportunity to bid. For example, no potential provider is given the opportunity to review other bids (*i.e.*, a last look) before providing a bid.

(vii) At least three “reasonably competitive providers” are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of Investments being purchased.

(2) Bids Received. The bids received must meet all of the following requirements:

(i) At least three bids are received from providers that were solicited as described above and that do not have a “material financial interest” in the issue. For this purpose, (A) a lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the Issue Date of the issue, (B) any entity acting as a financial advisor with respect to the purchase of the Guaranteed Investment Contract at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue, and (C) a provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(ii) At least one of the three bids received is from a reasonably competitive provider, as defined above.

(iii) If an agent or broker is used to conduct the bidding process, the agent or broker did not bid to provide the Guaranteed Investment Contract.

(3) Winning Bid. The winning bid is the highest Yielding bona fide bid (determined net of any broker’s fees).

(4) Fees Paid. The obligor on the Guaranteed Investment Contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the Guaranteed Investment Contract.

(5) Records. The City and the Trustee retain the following records with the Bond documents until three years after the last outstanding Bond is redeemed:

- (i) A copy of the Guaranteed Investment Contract.
 - (ii) The receipt or other record of the amount actually paid for the Guaranteed Investment Contract, including a record of any administrative costs paid by the City or the Trustee, and the certification as to fees paid, described in paragraph (d)(4) above.
 - (iii) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.
 - (iv) The bid solicitation form and, if the terms of Guaranteed Investment Contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.
- (e) *Other Investments.* If an Investment is not described above, the fair market value may be established through a competitive bidding process, as follows:
- (1) at least three bids on the Investment must be received from persons with no financial interest in the Bonds (*e.g.*, as underwriters or brokers); and
 - (2) the Yield on the Investment must be equal to or greater than the Yield offered under the highest bid.

Section 4.5. Certain Gross Proceeds Exempt from the Rebate Requirement.

- (a) *General.* A portion of the Gross Proceeds of the Bonds may be exempt from rebate pursuant to one or more of the following exceptions. The exceptions typically will not apply with respect to all Gross Proceeds of the Bonds and will not otherwise affect the application of the Investment limitations described in **Section 4.3**. Unless specifically noted, the obligation to compute, and if necessary, to pay rebate as set forth in **Section 4.6** applies even if a portion of the Gross Proceeds of the Bonds is exempt from the rebate requirement. To the extent all or a portion of the Bonds is exempt from rebate, the Rebate Analyst may account for such fact in connection with its preparation of a rebate report described in **Section 4.6**. The City may defer the final rebate Computation Date and the payment of rebate for the Bonds to the extent permitted by Regulations § 1.148-7(b)(1) and § 1.148-3(e)(2) but only in accordance with specific written instructions provided by the Rebate Analyst.
- (b) *Applicable Spending Exceptions.* The following optional rebate spending exceptions can apply to the Bonds: 6-month Exception (Code § 148(f)(4)(B) and Regulations § 1.148-7(c)).
- (c) *Special Elections Made with Respect to Spending Exception Elections.* No special elections are being made in connection with the application of the spending exceptions.
- (d) *Bona Fide Debt Service Fund.* To the extent that the Revenue Fund, the Debt Service Fund, and the Redemption Fund, in the aggregate, qualify as a Bona Fide Debt Service Fund, Investment earnings in the account cannot be taken into account in computing arbitrage rebate.
- (e) *Documenting Application of Spending Exception.* At any time prior to the first Computation Date, the City may engage the Rebate Analyst to determine whether one or more spending exceptions has been satisfied, and the extent to which the City must continue to comply with **Section 4.4** hereof.

(f) *General Requirements for Spending Exception.* The following general requirements apply in determining whether a spending exception is met.

(1) Using Bond proceeds to pay principal of any Bonds is not taken into account as expenditure for purposes of meeting any of the spending tests.

(2) The six-month spending exception generally is met if Bond proceeds (other than amounts in the Debt Service Reserve Fund) are spent within six months following the Issue Date. The test may still be satisfied even if up to 5% of the sale proceeds remain at the end of the initial six-month period, so long as this amount is spent within one year of the Issue Date.

Section 4.6. Successor Rebate Analyst.

(a) *Rebate Fund.* The Trustee will keep the Rebate Fund separate from all other funds and will administer the Rebate Fund under this Tax Agreement. Any Investment earnings derived from the Rebate Fund will be credited to the Rebate Fund, and any Investment loss will be charged to the Rebate Fund.

(b) *Computation of Rebate Amount.* The Trustee will provide the Rebate Analyst Investment reports relating to each fund held by the Trustee that contains Gross Proceeds of the Bonds at such times as reports are provided to the City, and not later than ten days following each Computation Date. The City will provide the Rebate Analyst with copies of Investment reports for any funds containing Gross Proceeds that are held by a party other than the Trustee annually as of the end of each Bond Year and not later than ten days following each Computation Date. Each Investment report provided to the Rebate Analyst will contain a record of each Investment, including (1) purchase date, (2) purchase price, (3) information establishing the fair market value on the date such Investment was allocated to the Bonds, (4) any accrued interest paid, (5) face amount, (6) coupon rate, (7) frequency of interest payments, (8) disposition price, (9) any accrued interest received, and (10) disposition date. Such records may be supplied in electronic form. The Rebate Analyst will compute rebate following each Computation Date and deliver a written report to the Trustee and the City together with an opinion or certificate of the Rebate Analyst stating that arbitrage rebate was determined in accordance with the Regulations. Each report and opinion will be provided not later than 45 days following the Computation Date to which it relates. In performing its duties, the Rebate Analyst may rely, in its discretion, on the correctness of financial analysis reports prepared by other professionals. The City will, within 55 days after such Computation Date, pay to the Trustee the rebate amount for deposit into the Rebate Fund. If the sum of the amount on deposit in the Rebate Fund and the value of prior rebate payments is greater than the rebate amount, the Trustee will transfer such surplus in the Rebate Fund to the Debt Service Fund. After the final Computation Date or at any other time if the Rebate Analyst has advised the Trustee, any money left in the Rebate Fund will be paid to the City and may be used for any purpose not prohibited by law.

(c) *Rebate Payments.* Within 60 days after each Computation Date, the Trustee must pay (but solely from money in the Rebate Fund or provided by the City) to the United States the rebate amount then due, determined in accordance with the Regulations. Each payment must be (1) accompanied by IRS Form 8038-T and such other forms, documents or certificates as may be required by the Regulations, and (2) mailed or delivered to the IRS at the address shown below, or to such other location as the IRS may direct:

Internal Revenue Service Center
Ogden, UT 84201

Section 4.7. Filing Requirements. The Trustee and the City will file or cause to be filed with the IRS such reports or other documents as are required by the Code in accordance with advice of Bond Counsel.

Section 4.8. Survival after Defeasance. Notwithstanding anything in the Indenture to the contrary, the obligation to pay arbitrage rebate to the United States will survive the payment or defeasance of the Bonds.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 5.1. Term of Tax Agreement. This Tax Agreement will be effective concurrently with the issuance and delivery of the Bonds and will continue in force and effect until the principal of, redemption premium, if any, and interest on all Bonds have been fully paid and all such Bonds are cancelled; provided that, the provisions of **Article IV** of this Tax Agreement regarding payment of arbitrage rebate and yield reduction amounts, and all related penalties and interest, will remain in effect until all such amounts are paid to the United States and regarding recordkeeping will remain in effect until such specified time that records are required to be maintained.

Section 5.2. Amendments. This Tax Agreement may be amended from time to time by the parties to this Tax Agreement without notice to or the consent of any of the Bondowners, but only if such amendment is in writing and is accompanied by an Opinion of Bond Counsel to the effect that, under then existing law, assuming compliance with this Tax Agreement as so amended such amendment will not cause interest on any Bond to be included in gross income for federal income tax purposes. No such amendment will become effective until the City and the Trustee receive this Opinion of Bond Counsel.

Section 5.3. Opinion of Bond Counsel. The City and the Trustee may deviate from the provisions of this Tax Agreement if furnished with an Opinion of Bond Counsel addressed to each of them to the effect that the proposed deviation will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes. The City and the Trustee will comply with any further or different instructions provided in an Opinion of Bond Counsel to the effect that the further or different instructions need to be complied with in order to maintain the validity of the Bonds or the exclusion from gross income of interest on the Bonds.

Section 5.4. Reliance. In delivering this Tax Agreement the City and the Trustee are making only those certifications, representations and agreements as are specifically attributed to them in this Tax Agreement. Neither the City nor the Trustee is aware of any facts or circumstances which would cause it to question the accuracy of the facts, circumstances, estimates or expectations of any other party providing certifications as part of this Tax Agreement and, to the best of its knowledge, those facts, circumstances, estimates and expectations are reasonable. The parties to this Tax Agreement understand that their certifications will be relied upon by the law firm of Gilmore & Bell, P.C., in rendering its opinion as to the validity of the Bonds and the exclusion from federal gross income of the interest on the Bonds.

Section 5.5. Severability. If any provision in this Tax Agreement or in the Bonds is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired.

Section 5.6. Benefit of Agreement. This Tax Agreement is binding upon the City and the Trustee and their respective successors and assigns, and inures to the benefit of the parties to this Tax Agreement and the owners of the Bonds. Nothing in this Tax Agreement or in the Indenture or the Bonds, express or implied, gives to any person, other than the parties to this Tax Agreement and their successors and assigns, and the owners of the Bonds, any benefit or any legal or equitable right, remedy or claim under this Tax Agreement.

Section 5.7. Default; Breach and Enforcement. Any misrepresentation of a party contained herein or any breach of a covenant or agreement contained in this Tax Agreement may be pursued by the Bondowners or the other party or parties to this Tax Agreement pursuant to the terms of the Indenture or any other document which references this Tax Agreement and gives remedies for a misrepresentation or breach thereof.

Section 5.8. Execution in Counterparts. This Tax Agreement may be executed in any number of counterparts, each of which so executed will be deemed to be an original, but all such counterparts will together constitute the same instrument.

Section 5.9. Governing Law. This Tax Agreement will be governed by and construed in accordance with the laws of the State of Kansas.

Section 5.10. Electronic Transactions. The parties agree that the transaction described in this Tax Agreement may be conducted, and related documents may be sent, stored or received by electronic means.

[Remainder of this page intentionally left blank.]

The parties to this Tax Agreement have caused this Tax Agreement to be duly executed by their duly authorized officers as of the Issue Date of the Bonds.

CITY OF PRAIRIE VILLAGE, KANSAS

By: _____
Title: Mayor

UMB BANK, N.A., as Trustee

By: _____
Title:

EXHIBIT A

DEBT SERVICE SCHEDULE AND PROOF OF BOND YIELD

EXHIBIT B

IRS FORM 8038-G

EXHIBIT C

DESCRIPTION OF PROPERTY COMPRISING THE FINANCED FACILITY

EXHIBIT D**ANNUAL COMPLIANCE CHECKLIST**

Name of tax-exempt bonds (“Bonds”) financing Financed Asset:	Special Obligation Tax Increment Revenue Refunding Bonds (Meadowbrook TIF Project) Series 2021
Issue Date of Bonds:	December __, 2021
Placed in service date of Project:	
Name of Bond Compliance Officer:	
Period covered by request (“Annual Period”):	

Item	Question	Response
1 Ownership	Was the entire Project owned by the City during the Annual Period?	☐ Yes ☐ No
	If answer above was “No,” was advice of Bond Counsel obtained prior to the transfer? If Yes, include a description of the advice in the Tax-Exempt Bond File. If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	☐ Yes ☐ No

Item	Question	Response
2 Leases & Other Rights to Possession	During the Annual Period, was any part of the Project leased or otherwise used pursuant to a lease or similar agreement for more than 50 days?	☐ Yes ☐ No
	If answer above was “Yes,” was advice of Bond Counsel obtained prior to entering into the lease or other arrangement? If Yes, include a description of the advice in the Tax-Exempt Bond File. If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	☐ Yes ☐ No

Item	Question	Response
3 Other Use	Was any other agreement entered into with an individual or entity that grants special legal rights to the Financed Asset?	☐ Yes ☐ No
	If answer above was “Yes,” was advice of Bond Counsel obtained prior to entering into the agreement? If Yes, include a description of the advice in the Tax-Exempt Bond File. If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	☐ Yes ☐ No

Item	Question	Response
4 Arbitrage & Rebate	Have all rebate and yield reduction calculations mandated in the Tax Compliance Agreement been prepared for the current year?	☐ Yes ☐ No
	If No, contact Rebate Analyst and incorporate report or include description of resolution in the Tax-Exempt Bond File.	

Bond Compliance Officer: _____

Date Completed: _____

CONTINUING DISCLOSURE AGREEMENT

This **CONTINUING DISCLOSURE AGREEMENT** dated December __, 2021 (the “**Continuing Disclosure Agreement**”) is executed and delivered by **CITY OF PRAIRIE VILLAGE, KANSAS** (the “**City**”) and _____, as dissemination agent (the “**Dissemination Agent**”).

RECITALS

1. This Continuing Disclosure Agreement is executed and delivered in connection with the issuance by the City of its \$_____ Special Obligation Tax Increment Revenue Refunding Bonds (Meadowbrook TIF Project), Series 2021 (the “**Bonds**”) pursuant to a Bond Trust Indenture, dated as of December 1, 2021 (the “**Indenture**”), between the City and UMB Bank, N.A., as trustee (the “**Trustee**”).

2. The City and the Dissemination Agent are entering into this Continuing Disclosure Agreement for the benefit of the Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with Rule 15c2-12, promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the “**Rule**”). The City and the Dissemination Agent acknowledge that the City is the only “obligated person” with responsibility for continuing disclosure.

In accordance with the Indenture and in consideration of the mutual covenants and agreements herein, the City and the Dissemination Agent covenant and agree as follows:

Section 1. Definitions. In addition to the definitions set forth in the Official Statement (defined herein) and the Indenture, which apply to any capitalized term used in this Continuing Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“**Annual Report**” means a document or set of documents, in the form of **Exhibit B** attached hereto.

“**Annual Report Date**” means the date which is not later than June 30 each year, commencing June 30, 2022, or, if June 30 is not a Business Day, the immediately succeeding Business Day.

“**Annual Reporting Period**” means the period from January 1 through December 31 in each calendar year.

“**Beneficial Owner**” means any registered owner of any of the Bonds and any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

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

“**City**” means the City of Prairie Village, Kansas.

“**Development**” means a mixed-use development known as “_____” located in the City.

“**Development Agreement**” means the Amended and Restated Development Agreement dated as of _____, 2021, between the Developer and the City, as amended and supplemented from time to time.

“Developer” means MB-18, LLC, a Kansas limited liability company, and its affiliates, successors and assigns.

“Dissemination Agent” means _____, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation.

“EMMA” means the Electronic Municipal Market Access system for municipal securities disclosures operated by the MSRB, which can be accessed at www.emma.msrb.org.

“Incremental Tax Revenues” means, when received by the City, the real property taxes attributable to the increase in the current assessed valuation of the real property within the Project Area over the assessed valuation of such property as of the date the Redevelopment District was established, all determined in accordance with the Act.

“Material Events” means any of the events listed in **Section 3(a)** of this Continuing Disclosure Agreement.

“MSRB” means the Municipal Securities Rulemaking Board, or any successor repository designated as such by the Securities and Exchange Commission in accordance with the Rule.

“Official Statement” means the Official Statement dated _____, 2021 used in connection with the offering and sale of the Bonds.

“Participating Underwriter” means Stifel, Nicolaus & Company, Incorporated, as the underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Rule” means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 2. Provision of Annual Reports.

- (a) The Dissemination Agent shall provide the Annual Report in the form attached hereto as **Exhibit B** to the MSRB via EMMA no later than the Annual Report Date.
- (b) In addition, the City shall give, or cause to be given, no later than ten (10) Business Days after the occurrence of such event, any notice of a default under the Development Agreement.
- (c) Any or all of the items listed in subsection (a) above may be included by specific reference to other documents, including official statements of debt issues with respect to which the City is an “obligated person” (as defined by the Rule), which have been filed with the MSRB and are available through EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB on EMMA. The City shall clearly identify each such other document so included by reference. Each Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in this Section.

- (d) The City shall either provide such Annual Report to the Dissemination Agent with instructions to file the Annual Report as specified in subsection (a) hereof, or provide to the Dissemination Agent a written certification that the City (or another entity on behalf of the City) has provided the Annual Report to the MSRB, via EMMA.
- (e) If the Dissemination Agent has not received the Annual Report with written instructions to file the same or has not received a written notice from the City that it has provided the Annual Report to the MSRB, via EMMA, by the applicable Annual Report Date, the Dissemination Agent shall, in a timely manner, send a notice to the MSRB, via EMMA, in substantially the form attached as **Exhibit A** hereto.
- (f) The Dissemination Agent shall:
 - (1) Notify the City each year not later than 60 days and again not later than 30 days prior to each Annual Report Date that the Annual Report must be provided to the Dissemination Agent or the MSRB, via EMMA; and;
 - (2) Unless the City has certified in writing that the City (or another entity on behalf of the City) has provided an Annual Report to the MSRB, via EMMA, promptly following receipt of an Annual Report and instructions required in subsection (d) above, the Dissemination Agent shall file the Annual Report with the MSRB, via EMMA, and shall file a report with the City and (if the Dissemination Agent is not the Trustee) the Trustee certifying that the required Annual Report has been provided to the MSRB, via EMMA, pursuant to this Continuing Disclosure Agreement, and stating the date it was filed with the MSRB.

Section 3. Reporting of Material Events.

- (a) No later than ten (10) Business Days after the occurrence of any of the following events, the City shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds ("**Material Events**"):
 - (1) principal and interest payment delinquencies;
 - (2) non-payment related defaults, if material;
 - (3) unscheduled draws on debt service reserves reflecting financial difficulties;
 - (4) unscheduled draws on credit enhancements reflecting financial difficulties;
 - (5) substitution of credit or liquidity providers, or their failure to perform;
 - (6) adverse tax opinions; the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the securities, or other material events affecting the tax status of the securities;
 - (7) modifications to rights of security holders, if material;
 - (8) bond calls, if material, and, whether or not material, tender offers;

- (9) defeasances;
- (10) release, substitution or sale of property securing repayment of the securities, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the obligated person;
- (13) the consummation of a merger, consolidation, or acquisition involving the obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, or the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions other than pursuant to its terms, in each case if material;
- (14) the appointment of a successor or additional trustee, whether or not material, or the change of name of a trustee, if material;
- (15) incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of defaults, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and
- (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

For purposes of the events identified in paragraphs (1) through (16) above, the term “security” means the Bonds, “security holders” means Bond holders, and “obligated person” means the City. For purposes of the events identified in paragraphs (15) and (16) above, the term “financial obligation” means (i) a debt obligation; (ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii). The term “financial obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

- (b) The Dissemination Agent shall, promptly after obtaining actual knowledge of the occurrence of any event that it believes may constitute a Material Event, contact the City Administrator of the City, or his or her designee, or such other person as the City shall designate in writing to the Dissemination Agent from time to time, inform such person of the event, and request that the City promptly notify the Dissemination Agent in writing whether or not to report the event pursuant to subsection 3(d). If in response to a request under this subsection 3(b), the City determines that the event does not constitute a Material Event, the City shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection 3(d).
- (c) Whenever the City obtains knowledge of the occurrence of a Material Event, because of a notice from the Dissemination Agent pursuant to subsection 3(b) or otherwise, the City shall report the occurrence to the MSRB pursuant to subsection 3(a), or notify and instruct the Dissemination Agent in writing to report the occurrence pursuant to subsection 3(d), in

either event so that notice is given within ten (10) Business Days after the occurrence of the event.

- (d) If the Dissemination Agent has been instructed by the City to report the occurrence of a Material Event, the Dissemination Agent shall promptly file a notice of such occurrence with the MSRB, via EMMA, with a copy to the City. Notwithstanding the foregoing, notice of a Material Event described in subsection (a)(8) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to the registered owners of affected Bonds pursuant to the Indenture.

Section 4. Termination of Reporting Obligation. The City's obligations under this Continuing Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If the City's obligations under this Continuing Disclosure Agreement or the Indenture are assumed in full by some other entity, such person shall be responsible for compliance with this Continuing Disclosure Agreement in the same manner as if it were the City, and the City shall have no further responsibility hereunder. If such termination or substitution occurs prior to the final maturity of the Bonds, the City shall cause the Dissemination Agent to give notice of such termination or substitution in the same manner as for a Material Event under **Section 3(d)**.

Section 5. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Continuing Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be _____. The Dissemination Agent may resign at any time upon giving 30 days prior written notice to the City. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report (including, without limitation, any Annual Report) prepared by the City pursuant to this Continuing Disclosure Agreement.

Section 6. Amendment; Waiver. Notwithstanding any other provision of this Continuing Disclosure Agreement, the City may amend this Continuing Disclosure Agreement and any provision of this Continuing Disclosure Agreement may be waived, provided that Bond Counsel or other counsel experienced in federal securities law matters provides the City with its written opinion that the agreement of the City contained herein, as so amended or after giving effect to such waiver, is in compliance with the Rule and all current amendments thereto and interpretations thereof that are applicable to this Continuing Disclosure Agreement.

In the event of any amendment or waiver of a provision of this Continuing Disclosure Agreement, (a) notice of such change shall be given in the same manner as for a Material Event under **Section 3**, and (b) the City shall describe such amendment or waiver in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the City.

Section 7. Additional Information. Nothing in this Continuing Disclosure Agreement shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Continuing Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Material Event, in addition to that which is required by this Continuing Disclosure Agreement. If the City chooses to include any information in any Annual Report or notice of occurrence of a Material Event, in addition to that which is specifically required by this Continuing Disclosure Agreement, the City shall have no obligation

under this Continuing Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Material Event.

Section 8. Default. Any failure by the parties to perform in accordance with this Agreement shall not constitute an Event of Default under the Indenture, and the rights and remedies provided by the Indenture upon the occurrence of an Event of Default shall not apply to any such failure. If any of the parties fail to comply with this Continuing Disclosure Agreement, any Participating Underwriter or any Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause such party to comply with its obligations hereunder.

Section 9. Duties of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Continuing Disclosure Agreement. The Dissemination Agent may resign as dissemination agent hereunder at any time upon 30 days prior written notice to the City. The Dissemination Agent shall not be responsible in any manner for the content of any notice, Annual Report prepared by the City pursuant to this Continuing Disclosure Agreement and shall not be responsible for the failure to file a complete Annual Report.

Section 10. Notices. Any notices or other communications to or among any of the parties to this Continuing Disclosure Agreement shall be sufficiently given and shall be deemed given upon receipt if delivered in person or by overnight courier, if given by facsimile, receipt confirmed by telephone, or if mailed by registered certified mail, return receipt requested, postage prepaid, and will be deemed given on the second day following the date on which such notice or communication is so mailed, addressed, as follows:

To the City: City of Prairie Village, Kansas
Attn: City Administrator
City Hall
7700 Mission Road
Prairie Village, Kansas 66208

**To the Dissemination
Agent:** _____

Any person may, by written notice to the other persons listed above, designate a different address to which subsequent notices or communications should be sent.

Section 11. Beneficiaries. This Continuing Disclosure Agreement shall inure solely to the benefit of the City, the Trustee, the Dissemination Agent, the Participating Underwriter, and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 12. Severability. If any provision in this Continuing Disclosure Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 13. Counterparts. This Continuing Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 14. Governing Law. This Continuing Disclosure Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

Section 15. Electronic Transactions. The arrangement described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Signatures appear on the following page]

CITY OF PRAIRIE VILLAGE, KANSAS

By: _____

Name: _____

Title: _____

_____, as Dissemination Agent

By: _____

Name: _____

Title: _____

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Prairie Village, Kansas (the “City”)

Name of Bond Issue: \$_____ Special Obligation Tax Increment Revenue Refunding Bonds
(Meadowbrook TIF Project), Series 2021 “**Bonds**”

CUSIP:

Date of Issuance: December __, 2021

NOTICE IS HEREBY GIVEN that [portions of] an Annual Report with respect to the above-named Bonds [have] has not been filed as required by the Continuing Disclosure Agreement dated December __, 2021, between the City and _____, as Dissemination Agent. The City anticipates that the [remaining portions of the] Annual Report will be filed by _____.]

Dated: _____, _____

_____, as Dissemination Agent on
behalf of the City of Prairie Village, Kansas

By: _____
Name: _____
Title: _____

cc: City of Prairie Village, Kansas

EXHIBIT B

FORM OF ANNUAL REPORT

Name of Issuer: City of Prairie Village, Kansas (the “City”)

Name of Bond Issue: \$_____ Special Obligation Tax Increment Revenue Refunding Bonds
(Meadowbrook TIF Project), Series 2021 “**Bonds**”

CUSIP:

Date of Issuance: December __, 2021

This report is being delivered pursuant to the Continuing Disclosure Agreement dated December __, 2021, between the City and _____, as Dissemination Agent.

Date of Annual Report: _____, 20__

Annual Reporting Period: From January 1, 20__ to December 31, 20__

Financial and Operating Information:

1. The City of Prairie Village, Kansas’ audited financial statements for the fiscal year ended December 31, 20__ were filed with the Municipal Securities Rulemaking Board via its Electronic Municipal Market Access (“EMMA”) website on _____, 20__, which can be found at www.emma.msrb.org, and are herein incorporated by reference.

2. The following is the amount by month of Incremental Tax Revenues deposited into the Revenue Fund since [the date of the Continuing Disclosure Agreement][the date of the last Annual Report]:

[To be provided]

3. Bond Redemptions
a. Bond Redemptions:

Amount of Bonds redeemed during the Annual Reporting Period referred to above:

\$_____ (____ Term Bond)

\$_____ (____ Term Bond)

- b. Cumulative Redemptions of Bonds To-Date:

\$_____ (____ Term Bond)

\$_____ (____ Term Bond)

CITY OF PRAIRIE VILLAGE, KANSAS
§ _____
SPECIAL OBLIGATION TAX INCREMENT REVENUE REFUNDING BONDS
(MEADOWBROOK TIF PROJECT)
SERIES 2021

_____, 2021

BOND PURCHASE AGREEMENT

City of Prairie Village, Kansas
Attn: City Administrator
City Hall
7700 Mission Road
Prairie Village, Kansas 66208

Ladies and Gentlemen:

The undersigned, Stifel, Nicolaus & Company, Incorporated (the “**Purchaser**”), hereby offers to purchase from the City of Prairie Village, Kansas (the “**City**”) its Special Obligation Tax Increment Revenue Refunding Bonds (Meadowbrook TIF Project), Series 2021(the “**Series 2021 Bonds**”) to be issued by the City under and pursuant to an ordinance adopted by the City on October 18, 2021 (the “**Bond Ordinance**”) and a Bond Trust Indenture dated as of December 1, 2021 (the “**Indenture**”), between the City and UMB Bank, N.A., as trustee (the “**Trustee**”). Capitalized terms used herein and not otherwise defined shall have the meanings specified in the Indenture or the Official Statement (as defined in **Section 3** herein).

The Series 2021 Bonds are to be issued by the City pursuant to and in accordance with the provisions of the Constitution and laws of the State of Kansas, including particularly to K.S.A. 12-1770 *et seq.*, as amended (the “**Act**”) for the purpose of providing funds to (1) refund all of its General Obligation Bonds (Meadowbrook TIF Project), Series 2016A and Special Obligation Revenue Bonds (Meadowbrook TIF Project), Series 2016, (2) fund a debt service reserve fund for the Series 2021 Bonds and (3) pay the costs of issuing the Series 2021 Bonds.

The Series 2021 Bonds and the interest thereon are limited obligations of the City, payable solely from Series 2021 Bond proceeds, the Incremental Tax Revenues and other moneys pledged thereto, as provided in the Indenture and are secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the Owners of the Series 2021 Bonds, as provided in the Indenture.

The Series 2021 Bonds and interest thereon shall not be deemed to constitute a debt or liability of the City, the State of Kansas (the “**State**”) or of any political subdivision thereof within the meaning of any State constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the City, the State or any political subdivision thereof, but shall be payable solely from the Trust Estate held under the Indenture. The issuance of the Series 2021 Bonds shall not, directly, indirectly or contingently, obligate the City, the State or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment.

The Series 2021 Bonds shall mature and shall bear interest as set forth in **Schedule I** hereto.

This offer is made subject to your acceptance of this bond purchase agreement (the “**Bond Purchase Agreement**”) on or before 5:00 p.m., St. Louis time, on _____, 2021. Upon your acceptance of the offer, the following agreement will be binding upon you and the Purchaser.

The words “**Transaction Documents**” when used herein shall mean, individually and collectively, the following: the Series 2021 Bonds, the Bond Ordinance, the Indenture, the Tax Compliance Agreement between the City and the Trustee dated as of December 1, 2021, the Development Agreement, the Continuing Disclosure Agreement between the City and _____, as dissemination agent (the “**Dissemination Agent**”), dated December __, 2021 (the “**Continuing Disclosure Agreement**”), this Bond Purchase Agreement, the Preliminary Official Statement, the Official Statement and any and all other documents or instruments that evidence or are a part of the transactions referred to herein or in the Official Statement or contemplated hereby or by the Official Statement; provided, however, that when the words “**Transaction Documents**” are used in the context of the authorization, execution, delivery, approval or performance of Transaction Documents by a party hereto, the same shall mean only those Transaction Documents that provide for or contemplate authorization, execution, delivery, approval or performance by such party.

1. ***Purchase of the Series 2021 Bonds.*** Upon the terms and conditions and upon the basis of the respective representations, warranties and covenants hereinafter set forth, the Purchaser hereby agrees to purchase from the City, and the City hereby agrees to sell to the Purchaser, all (but not less than all) of the Series 2021 Bonds at a purchase price of \$ _____, which is equal to the par amount of the Series 2021 Bonds of \$ _____, [plus original issue premium / less original issue discount] of \$ _____ and less Purchaser’s discount of \$ _____ (the “**Purchase Price**”).

The City acknowledges and agrees that (a) the primary role of the Purchaser is to purchase the Series 2021 Bonds for resale to investors in an arm’s-length commercial transaction between the City and the Purchaser, and the Purchaser has financial and other interests that differ from those of the City; (b) the Purchaser is acting solely as principal and is not acting as municipal advisor, financial advisor or fiduciary to the City and has not assumed any advisory or fiduciary responsibility to the City with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Purchaser has provided other services to the City on other matters); (c) the only obligations the Purchaser has with respect to its role as Purchaser with respect to the transaction contemplated hereby are expressly set forth in this Bond Purchase Agreement; and (d) the City has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it has deemed appropriate.

2. ***Public Offering and Establishment of Issue Price.***

(a) The Purchaser intends to make a bona fide initial public offering of all of the Series 2021 Bonds at prices no higher than, or yields no lower than, set forth on **Schedule I**; provided, however, that the Purchaser reserves the right to lower such initial offering prices as it deems necessary in connection with the marketing of the Series 2021 Bonds. The Purchaser agrees to notify the City of such changes that occur prior to Closing (as defined herein), but failure to so notify shall not invalidate such changes. The Purchaser may offer and sell the Series 2021 Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others at prices lower than the initial offering price or prices set forth in **Schedule I**. The Purchaser also reserves the right to (a) over-allot or effect transactions which stabilize or maintain the market price of the Series 2021 Bonds at levels above those that might otherwise prevail in the open market and (b) discontinue such stabilizing, if commenced, at any time without prior notice.

(b) The Purchaser agrees to assist the City and Bond Counsel (as defined herein) in establishing the issue price of the Series 2021 Bonds and shall execute and deliver to the City at Closing an

“issue price” or similar certificate (the “**Issue Price Certificate**”), together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as **Exhibit A**, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Purchaser, the City and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2021 Bonds.

(c) In conjunction with (i) an audit or inquiry by the Internal Revenue Service (the “**IRS**”) or the Securities and Exchange Commission (the “**SEC**”) relating to the pricing of the Series 2021 Bonds, or (ii) the implementation of future regulations or similar guidance from the IRS, the SEC or other federal or state regulatory authority regarding the retention of pricing data for the Series 2021 Bonds, at the request of the City, the Purchaser will provide information explaining the factual basis for the Purchaser’s representations in the Issue Price Certificate other than information that would identify customers (e.g., name or account number). This agreement by the Purchaser to provide such information will continue to apply after the Closing Time (as defined herein) but shall not extend to any customer data or other confidential or proprietary information of the Purchaser.

(d) Except as otherwise set forth in **Schedule I** attached hereto, the City will treat the first price or prices at which 10% of each maturity of the Series 2021 Bonds (the “**10% Test**”) is sold to the public as the issue price of that maturity. At or promptly after the execution of this Bond Purchase Agreement, the Purchaser shall report to the City and Bond Counsel the price or prices at which it has sold to the public each maturity of Series 2021 Bonds. If as of the execution of this Bond Purchase Agreement the 10% Test has not been satisfied as to any maturity of the Series 2021 Bonds, the Purchaser agrees to comply with the Hold-The-Offering-Price-Rule defined below.

(e) The Purchaser confirms that the Purchaser has offered the Series 2021 Bonds to the public on or before the date of this Bond Purchase Agreement at the offering price or prices (the “**initial offering price**”), or at the corresponding yield or yields, set forth in **Schedule I** attached hereto, except as otherwise set forth therein. **Schedule I** also sets forth, as of the date of this Bond Purchase Agreement, the maturities, if any, of the Series 2021 Bonds for which the 10% Test has not been satisfied and for which the City and the Purchaser agree that the restrictions set forth in the next sentence shall apply, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “**Hold-The-Offering-Price Rule**”). So long as the Hold-The-Offering-Price Rule remains applicable to any maturity of the Series 2021 Bonds, the Purchaser will neither offer nor sell unsold Series 2021 Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (i) the close of the fifth (5th) business day after the sale date; or
- (ii) the date on which the Purchaser has sold at least 10% of that maturity of the Series 2021 Bonds to the public at a price that is no higher than the initial offering price to the public.

The Purchaser will advise the City promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Series 2021 Bonds to the public at a price that is no higher than the initial offering price to the public (by providing in the Issue Price Certificate evidence thereof, including a pricing wire or similar documentation).

(f) The Purchaser confirms that:

- (i) any selling group agreement and any third party distribution agreement relating to the initial sale of the Series 2021 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and

each broker-dealer that is a party to such third party distribution agreement, as applicable (A) (i) to report the prices at which it sells to the public the unsold Series 2021 Bonds of each maturity allocated to it, whether or not Closing has occurred, until either all Series 2021 Bonds of that maturity allocated to it have been sold or it is notified by the Purchaser that the 10% Test has been satisfied as to the Series 2021 Bonds of that maturity, provided that, the reporting obligation after Closing may be at reasonable periodic intervals or otherwise upon request of the Purchaser and (ii) to comply with the Hold-The-Offering-Price Rule, if applicable, if and for so long as directed by the Purchaser, (B) to promptly notify the Purchaser of any sales of Series 2021 Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Series 2021 Bonds to the public (each such term being used as defined below), and (C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Purchaser shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Series 2021 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Series 2021 Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Series 2021 Bonds of each maturity allocated to it, whether or not Closing has occurred, until either all Series 2021 Bonds of that maturity allocated to it have been sold or it is notified by the Purchaser or the dealer that the 10% Test has been satisfied as to the Series 2021 Bonds of that maturity, provided that, the reporting obligation after Closing may be at reasonable periodic intervals or otherwise upon request of the Purchaser or the dealer, and (B) comply with the Hold-The-Offering-Price Rule, if applicable, if and for so long as directed by the Purchaser or the dealer and as set forth in the related pricing wires.

(g) The City acknowledges that, in making the representations set forth in this section, the Purchaser will rely on (i) in the event a selling group has been created in connection with the initial sale of the Series 2021 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Series 2021 Bonds, including, but not limited to, its agreement to comply with the Hold-The-Offering-Price Rule, if applicable to the Series 2021 Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Series 2021 Bonds to the public, the agreement of each broker-dealer that is a party to such third-party distribution agreement to comply with the requirements for establishing issue price of the Series 2021 Bonds, including, but not limited to, its agreement to comply with the Hold-The-Offering-Price Rule, if applicable to the Series 2021 Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that the Purchaser shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing the issue price of the Series 2021 Bonds, including, but not limited to, its agreement to comply with the Hold-The-Offering-Price Rule if applicable to the Series 2021 Bonds.

(h) The Purchaser acknowledges that sales of any Series 2021 Bonds to any person that is a related party to an underwriter participating in the initial sale of the Series 2021 Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of the above:

(i) ***“public”*** means any person other than an underwriter or a related party,

(ii) **“underwriter”** means (A) any person that agrees pursuant to a written contract with the City to participate in the initial sale of the Series 2021 Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2021 Bonds to the public (including a member of a selling group or a party to a third party distribution agreement participating in the initial sale of the Series 2021 Bonds to the public),

(iii) a purchaser of any of the Series 2021 Bonds is a **“related party”** to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profit interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) **“sale date”** means the date of execution of this Bond Purchase Agreement by each party.

3. **Preliminary Official Statement, Official Statement and Continuing Disclosure Agreement.** The City hereby agrees to deliver to the Purchaser, within seven Business Days after the date hereof, the Official Statement, dated _____, 2021 relating to the Series 2021 Bonds (which, together with the cover page, and all exhibits, appendices, maps, pictures, diagrams, reports and statements included therein or attached thereto and any amendments and supplements that may be authorized for use with respect to the Series 2021 Bonds are herein called the **“Official Statement”**) executed on behalf of the City by duly authorized officers in such quantity that the Purchaser may reasonably request to enable the Purchaser to provide the Official Statement to potential customers and to comply with any rules of the Municipal Securities Rulemaking Board, the SEC and any state regulatory authority. The City and the Developer will take all actions and provide all information reasonably requested by the Purchaser to ensure that the Official Statement at all times during the initial offering and distribution of the Series 2021 Bonds does not contain any untrue statement of a material fact and does not omit to state any material fact necessary to make the statements made therein, in light of the circumstances under which they are made, not misleading.

The City consents to the use by the Purchaser (subject to the right of the City to withdraw such consent for cause by written notice to the Purchaser) prior to the date upon which the Official Statement is executed and available for distribution, of the Preliminary Official Statement dated _____, 2021 (the **“Preliminary Official Statement”**), in connection with the proposed offering of the Series 2021 Bonds. The City hereby deems the information contained in the Preliminary Official Statement to be “final” as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1) of the Securities and Exchange Commission (the **“Rule”**), such as offering prices, interest rates, selling compensation, aggregate principal amount, principal per maturity, delivery dates, ratings and other terms of the Series 2021 Bonds depending on such matters. The City represents that the information in the Preliminary Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they are made, not misleading.

In order to assist the Purchaser in complying with the Rule, the City, the Developer and the Dissemination Agent will undertake, pursuant to the Continuing Disclosure Agreement, to provide annual

financial information, semi-annual information and notices of the occurrence of specified events. The form of the Continuing Disclosure Agreement is set forth in the Preliminary Official Statement and will be set forth in the Official Statement.

No tombstone or other advertisement by the Purchaser of the sale of the Series 2021 Bonds shall be published unless such tombstone or other advertisement is submitted first to the City and the City approves such tombstone or other advertisement in writing.

4. ***City's Representations, Covenants and Warranties.*** The City hereby represents, covenants and warrants to the Purchaser that:

(a) The City is and will be at Closing a municipal corporation and political subdivision organized and existing under the laws of the State, with the power and authority set forth in the Act.

(b) At the times its adoption, the City had all necessary power and authority to adopt the Bond Ordinance.

(c) The City has duly adopted the Bond Ordinance at a meeting duly called and held in accordance with applicable law and procedures of the City, and since that time the Bond Ordinance has not been rescinded, amended or modified.

(d) The City is authorized by the laws of the State, including particularly the Act, to enter into and perform its obligations under the Transaction Documents.

(e) The City has, and as of the Closing Time will have, all necessary power and authority to consummate the transactions contemplated by this Bond Purchase Agreement and the other Transaction Documents and has duly authorized and approved the execution and delivery of this Bond Purchase Agreement.

(f) The information contained in the Preliminary Official Statement as of its date and the Official Statement as of its date is and, as of the date of Closing, will be correct in all material respects and does not, and at the Closing, will not omit to state any material fact required to be stated therein or necessary to make any statement made therein, in light of the circumstances under which it was made, not misleading. Notwithstanding the foregoing, the City makes no representation or warranty (express or implied) as to the accuracy or completeness of any financial, technical or statistical data or any estimates, projections or assumptions or as to any information contained in the Preliminary Official Statement or the Official Statement.

(g) Prior to the Closing, the City shall have duly authorized all necessary action to be taken by it for the: (i) approval, execution, delivery and receipt by the City of this Bond Purchase Agreement and the Transaction Documents, (ii) distribution of the Preliminary Official Statement and the execution, delivery and distribution of the Official Statement for use by the Purchaser in connection with the public offering of the Series 2021 Bonds, (iii) performance by the City of its obligations contained in the Transaction Documents, and (iv) consummation by the City of all of the transactions contemplated by the Transaction Documents.

(h) The Transaction Documents when executed will have been duly authorized and issued and will constitute the legal, valid and binding obligations of the City enforceable against the City in accordance with their respective terms (subject to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar law or laws affecting the enforcement of

creditors' rights generally or against municipal corporations such as the City from time to time in effect and further subject to the availability of equitable remedies).

(i) Except as may be set forth in the Preliminary Official Statement and the Official Statement, there is no legal action, suit, proceeding, investigation or inquiry at law or in equity, before or by any court, agency, arbitrator, public board or body or other entity or person, pending or threatened against or affecting the City or its directors, in their respective capacities as such for which it has received service of process or other written notice, or, to the best knowledge of the City, any basis therefor wherein an unfavorable decision, ruling or finding would materially adversely affect (i) the transactions contemplated hereby or by the Official Statement, (ii) the validity or enforceability in accordance with their respective terms of the Transaction Documents or any agreement or instrument to which the City is a party, used or contemplated for use in the consummation of the transactions contemplated hereby or by the Official Statement, (iii) the exclusion of the interest on the Series 2021 Bonds from gross income for purposes of federal income taxation, or (iv) the existence or powers of the City. The City is not subject to any judgment, decree or order entered in any lawsuit or proceeding brought against it that would have such an effect.

(j) The execution and delivery by the City of this Bond Purchase Agreement and the other Transaction Documents and the other documents contemplated hereby to be executed and delivered by the City, and compliance with the provisions thereof, and the approval of the use of the Official Statement do not conflict with or constitute on the part of the City a breach of or a default under any existing law, including, without limitation, the Act, court or administrative regulation, decree, order, agreement, indenture, mortgage or lease by which the City is or may be bound.

(k) To its knowledge, the City is not in breach of or default in any material respect under its organizational documents or under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the City is a party or to which the City is or any of its property or assets are otherwise subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a material default or event of default by the City under any of the foregoing.

(l) All consents, approvals, orders or authorizations of, notices to, or filings, registrations or declarations, except for the filing of IRS Form 8038, with any court or governmental authority, board, agency, commission or body having jurisdiction which are required by or on behalf of the City for the execution and delivery by the City of this Bond Purchase Agreement or the Transaction Documents, or the consummation by the City of the transactions contemplated hereby or thereby, have been obtained or will be obtained prior to Closing.

(m) Except as disclosed in the Preliminary Official Statement and the Official Statement, at no time has the City failed to comply in any material respect with any of the informational reporting undertakings contained in any financing documents that are intended to comply with the requirements of Rule 15c2-12.

(n) At the Closing Time, each of the representations and warranties of the City contained herein and in the Transaction Documents and all other documents executed by the City in connection with the Series 2021 Bonds shall be true, correct and complete.

(o) Any certificate signed by an authorized officer of the City and delivered to the Purchaser shall be deemed a representation and warranty by the City to the Purchaser as to the statements made therein.

(p) The City agrees to reasonably cooperate with the Purchaser in any endeavor to qualify the Series 2021 Bonds for offering and sale under the securities or “Blue Sky” laws of such jurisdictions of the United States as the Purchaser may request; provided, however, that the City shall not be required with respect to the offer or sale of the Series 2021 Bonds, or otherwise, to file written consent to suit or to file written consent to service of process in any jurisdiction. The City consents to the use of drafts of the Preliminary Official Statement, the Preliminary Official Statement and drafts of the Official Statement prior to the availability of the Official Statement, by the Purchaser in obtaining such qualifications, subject to the right of the City to withdraw such consent for cause by written notice to the Purchaser. The Purchaser shall pay all expenses and costs (including registration and filing fees and legal fees of its counsel) incurred in connection therewith.

5. **Closing.** Prior to or at 12:00 noon, St. Louis, Missouri time, on December __, 2021 or at such other time or such other date as shall have been mutually agreed upon by the City and the Purchaser (the “**Closing Time**”), the City will deliver, or cause to be delivered, to the Purchaser, the Series 2021 Bonds, in definitive form duly executed and authenticated by the Trustee, together with the other documents hereinafter mentioned; and the Purchaser will accept such delivery and pay the Purchase Price of the Series 2021 Bonds by delivery to the City by electronic transfer of funds immediately available in St. Louis, Missouri, in an amount equal to the Purchase Price set forth in **Section 1** hereof.

Payment to the City and delivery of the Series 2021 Bonds to the Trustee as aforesaid shall be made on or before the Closing Time. Such payment and delivery are herein called the “**Closing**.” The Series 2021 Bonds will be delivered in denominations as set forth in the Indenture as definitive bonds in fully registered form, and in such amounts as the Purchaser may request not less than five (5) Business Days prior to the Closing. The Series 2021 Bonds shall be registered in the name of Cede & Co., as nominee for The Depository Trust Company (“**DTC**”). The Series 2021 Bonds shall be delivered to and held by the Trustee in accordance with DTC’s FAST procedures for the benefit of DTC at the Closing Time.

It is anticipated that CUSIP identification numbers will be printed on the Series 2021 Bonds, but neither the failure to print such numbers on any Bond nor any error in the printing of such numbers shall constitute cause for a failure or refusal by the Purchaser to accept delivery of and pay for any Bonds.

6. **Events Permitting Purchaser to Terminate.** The Purchaser shall have the right to cancel its obligation to purchase the Series 2021 Bonds and to terminate this Bond Purchase Agreement, without liability to the Purchaser, by written notice to the City if, between the date of this Bond Purchase Agreement and the Closing, in the Purchaser’s sole and reasonable judgment, any of the following events shall occur (each, a “**Termination Event**”):

(a) The market price or marketability of the Series 2021 Bonds, or the ability of the Purchaser to enforce contracts for the sale of the Series 2021 Bonds, shall be materially adversely affected by any of the following events:

(i) Legislation shall be enacted or for the first time actively considered for enactment by the Congress of the United States or the legislature of the State or shall have been favorably reported out of committee of either body or be pending in committee of either body, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President’s Cabinet, or a decision shall have been rendered by a federal court of the United States, a State court or the United States Tax

Court, or a ruling, resolution, regulation or temporary regulation, release or announcement shall have been made or shall have been proposed to be made by the Treasury Department of the United States, the IRS or other federal or State authority with appropriate jurisdiction, with respect to federal or State taxation upon interest or other income to be derived by the City pursuant to the Transaction Documents, or upon interest on the Series 2021 Bonds or securities of the general character of the Series 2021 Bonds; or

(ii) There shall have occurred (A) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or (B) any other calamity or crisis in the financial markets of the United States or elsewhere or the escalation of such calamity or crisis; or

(iii) A general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction; or

(iv) Legislation shall have been enacted by the Congress of the United States or shall have been favorably reported out of committee or be pending in committee, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the SEC or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that any obligations of the general character of the Transaction Documents, or any comparable securities of the City are not exempt from registration, qualification or other requirements of the Securities Act of 1933, as amended (the "**Securities Act**") or the Trust Indenture Act of 1939, as amended, or otherwise, or would be in violation of any provisions of the federal securities laws; or

(v) Except as disclosed in or contemplated by the Official Statement, any material adverse change in the affairs of the City shall have occurred; or

(vi) Any rating (A) on any bonds or other obligations of the City or (B) if the Series 2021 Bonds are insured by a bond insurance policy, on the bond insurer, is reduced or withdrawn or placed on credit watch with negative outlook by any major credit rating agency; or

(b) Any fact, event or circumstance shall exist that either makes untrue or incorrect any statement or information contained in the Official Statement as then amended or supplemented (other than any statement provided by the Purchaser) or is not reflected in the Official Statement as then amended or supplemented, but should be reflected therein in order to make the statements and information contained therein, in the light of the circumstances under which they were made, not misleading and, in either such event, the City refuses to permit the Official Statement to be supplemented or corrected in a form and manner approved by the Purchaser or supply such statement or information or if such supplement or correction would, in the opinion of the Purchaser, materially adversely affect the market for the Series 2021 Bonds or the ability of the Purchaser to enforce contracts for the sale of the Series 2021 Bonds at the contemplated offering prices; or

(c) A general banking moratorium shall have been declared by federal, State or State of New York authorities and be in force; or

(d) A material disruption in securities settlement, payment or clearance services affecting the Series 2021 Bonds shall have occurred; or

(e) Other action or events shall have occurred or transpired, any of which has the purpose or effect, directly or indirectly, of materially adversely affecting the federal income tax consequences of any of the transactions contemplated in connection herewith, or that securities of the general character of the Series 2021 Bonds shall not be exempt from registration under the Securities Act; or

(f) There shall have occurred since December 31, 2018, any material adverse change in the affairs of the City from that reflected in the financial statements of the City provided to the Purchaser in connection with the Series 2021 Bonds, not otherwise disclosed to the Purchaser or in the Official Statement; or

(g) Any representation of the City contained in any Transaction Document shall prove to be or to have been false in any material respect; or

(h) Litigation or an administrative proceeding or investigation shall be pending or threatened affecting, contesting, questioning or seeking to restrain or enjoin (i) the issuance or delivery of any of the Series 2021 Bonds or the payment, collection or application of the proceeds of the Series 2021 Bonds or of other moneys or securities pledged or to be pledged under the Transaction Documents, (ii) the validity of the Series 2021 Bonds, (iii) the validity of any of the Transaction Documents or any proceedings taken by the City with respect to any of the foregoing, (iv) the City's creation, organization or existence or the titles to office of any members of the City Council of the City or officers, or (v) the legal power or authority of the City to enter into and engage in any of the transactions contemplated by the Transaction Documents.

Upon the occurrence of a Termination Event and the termination of this Bond Purchase Agreement by the Purchaser, all obligations of the City and the Purchaser under this Bond Purchase Agreement shall terminate, without further liability, except that obligations of the City and the Purchaser as set forth in **Section 9** and **Section 14** of this Bond Purchase Agreement shall not terminate and shall continue after termination of this Bond Purchase Agreement.

7. **Conditions to Closing.** The obligations hereunder of each party hereto shall be subject to the performance by the other parties of their respective obligations to be performed hereunder at and prior to the Closing Time, the accuracy in all material respects of the representations and warranties herein of the other parties as of the date hereof and as of the Closing Time, and the following conditions, including the delivery by the appropriate party or parties hereto or other entities of such documents as are enumerated herein:

(a) At the Closing Time, (i) the Transaction Documents shall have been authorized, executed and delivered, and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Purchaser and the City, the Closing in all events, however, to be deemed such approval, (ii) the proceeds of the sale of the Series 2021 Bonds shall have been deposited and applied as described in the Indenture and the Official Statement, (iii) the City shall have duly adopted and there shall be in full force and effect such resolutions as, in the opinion of Gilmore & Bell, P.C., Kansas City, Missouri ("**Bond Counsel**"), shall be necessary in connection with the transactions contemplated hereby, (iv) the City and the Dissemination Agent shall have

undertaken, pursuant to the Continuing Disclosure Agreement, to provide annual and semi-annual reports and notices of certain events, as applicable, and (v) at the Closing Time, each of the representations and warranties of the City contained herein and in the Transaction Documents and all other documents executed by the City in connection with the Series 2021 Bonds shall be true, correct and complete.

(b) At or prior to the Closing Time, the Purchaser, the City shall have received counterparts, copies or certified copies (as appropriate) of the following documents, certificates and opinions in form and substance satisfactory to the City, Bond Counsel, the Purchaser and Thompson Coburn LLP (“**Counsel to the Purchaser**”):

(i) Approving Opinion. The unconditional approving opinion of Bond Counsel, in substantially the form attached as an appendix to the Official Statement, dated the date of Closing, addressed to, or with reliance letters to, the City, the Trustee and the Purchaser, relating to the due authorization, execution and delivery of the Series 2021 Bonds, the status of the interest on the Series 2021 Bonds for federal and State income tax purposes and certain other matters.

(ii) Supplemental Opinion. An opinion of Bond Counsel, in substantially the form attached hereto as **Exhibit B**, dated the date of Closing, addressed to the City and the Purchaser, to the effect that the Series 2021 Bonds are exempt from registration under the 1933 Act and the Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended, and that no facts have come to the attention of Bond Counsel which have caused Bond Counsel to believe that certain information in the Official Statement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(iii) [Developer Counsel Opinion. The opinion of _____, _____. _____ (“**Counsel to the Developer**”), in substantially the form attached hereto as **Exhibit C**, dated the date of Closing, addressed to the Developer, the City, the Trustee, the Purchaser and Bond Counsel.]

(iv) Opinion of Counsel to the Purchaser. The opinion of Counsel to the Purchaser, dated the date of Closing, addressed to the Purchaser.

(v) Opinion of Counsel to the City. The opinion of Counsel to the City, in substantially the form attached hereto as **Exhibit D**, dated the date of Closing, addressed to the City, the Trustee, the Purchaser and Bond Counsel.

(vi) City Certificate. A certificate of the City, dated the date of Closing, signed by an official of the City.

(vii) Trustee Certificate. A certificate of the Trustee, dated the date of Closing, signed by an officer of the Trustee.

(viii) Official Statement. The Official Statement authorized, approved and executed on behalf of the City by a duly authorized officer of the City.

(ix) Bond Ordinance. The Bond Ordinance duly adopted by the City.

(x) Indenture. The Indenture, duly executed by the City and the Trustee.

(xi) Continuing Disclosure Agreement. The Continuing Disclosure Agreement duly executed by the parties thereto.

(xii) Development Agreement. The Development Agreement duly executed by the parties thereto.

(xiii) Other Certificates. Other certificates listed on a closing agenda to be approved by Bond Counsel, and the Purchaser, including any certificates or representations of the City required in order for Bond Counsel to deliver the opinion referred to in **Section 7(b)(i)** of this Bond Purchase Agreement.

(xiv) City Receipt. A receipt of the City for the Purchase Price of the Series 2021 Bonds, which may be included in the City Certificate referred to in **Section 7(b)(vii)** of this Bond Purchase Agreement;

(xv) Blue Sky Memoranda. Blue Sky memoranda prepared by Counsel to the Purchaser in connection with the issuance of the Series 2021 Bonds; and

(xvi) Additional Documents. Such additional legal opinions, certificates, proceedings, instruments and other documents as Bond Counsel, the Purchaser, Counsel to the Purchaser, or Counsel to the Developer may reasonably request to evidence compliance with all legal requirements, the truth and accuracy, as of the Closing, of the representations herein and the due performance or satisfaction of all agreements then to be performed and all conditions then to be satisfied.

Unless performance is waived by the party or parties for whose benefit a condition or obligation is intended, if any person shall be unable to satisfy the above conditions to the obligations of any party to this Bond Purchase Agreement, or if the obligations hereunder of any party shall be terminated for any reason permitted by this Bond Purchase Agreement and unless otherwise waived, this Bond Purchase Agreement shall terminate and none of the Purchaser or the City shall be under further obligation hereunder, except that the obligations of the Purchaser and the City as provided in **Section 9** and **Section 14** hereof shall continue in full force and effect.

8. **Conditions to Obligations.** The obligations of the City hereunder are subject to the performance by the Purchaser of its obligations hereunder.

9. **Survival of Representations, Warranties and Agreements.** All representations, warranties and agreements of the City and the Purchaser, respectively, shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of any other party and shall survive the Closing.

10. **Expenses.** If the Series 2021 Bonds are sold to the Purchaser by the City on or prior to the Closing Time, the City shall pay out of the proceeds of the Series 2021 Bonds the following expenses incident to the performance of its obligations hereunder: (a) the cost of the preparation, printing and distribution of the Transaction Documents (for distribution on or subsequent to the date of execution of this Bond Purchase Agreement), including a reasonable number of copies of the Preliminary Official Statement; (b) the cost of the preparation of the Official Statement, together with a reasonable number of copies thereof; (c) the cost of preparation and printing of the definitive Bonds; (d) the fees and expenses of Bond Counsel, Counsel to the Purchaser, [Counsel to the Developer] (to the extent related to the issuance of the Series 2021 Bonds), the Trustee and any other experts or consultants retained by the City, Developer or the

Purchaser, (e) all advertising expenses in connection with the public offering of the Series 2021 Bonds, (f) all other expenses of the Purchaser related to the marketing and sale of the Series 2021 Bonds, including Ipreo, CUSIP Global Services, Lumesis, Day Loan and DTC, except those to be paid by the Purchaser pursuant to the last paragraph of this Section, and (g) all other fees and expenses reasonably incurred in connection with the preparation of the Transaction Documents and the initial offering and sale of the Series 2021 Bonds.

If the Series 2021 Bonds are sold to the Purchaser by the City on or prior to the Closing Time, the City shall pay out of the proceeds of the Series 2021 Bonds the discount of the Purchaser or the Purchase Price paid for the Series 2021 Bonds shall reflect such discount.

Except as otherwise provided above in this **Section 10**, the Purchaser shall pay its own expenses, including but not limited to, (i) all expenses incurred to qualify the Series 2021 Bonds for sale under any Blue Sky laws and (ii) any other expenses incurred by the Purchaser in connection with the public offering and distribution of the Series 2021 Bonds not otherwise paid as provided in the first paragraph of this **Section 10**.

11. ***Amendments to Official Statement.*** If, after the date of this Bond Purchase Agreement and until the earlier of (a) ninety (90) days after the “end of the underwriting period” (as defined in the Rule) or (b) the time when the Official Statement is available to any person from a nationally recognized municipal securities information repository, but in no case less than twenty-five (25) days following the end of the underwriting period, an event relating to or affecting the City or the Developer shall occur as a result of which it is necessary, in the opinion of Bond Counsel or the Purchaser, to amend or supplement the Official Statement in order to make the Official Statement not misleading in the light of the circumstances then existing, the City will forthwith prepare and furnish to the Purchaser a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the Purchaser) which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements not misleading. The expenses of preparing such amendment or supplement shall be borne by the City. Thereafter, all references to and representations regarding the Official Statement contained herein shall refer to or regard the Official Statement as so amended or supplemented. For the purpose of this Section the City and the Developer will furnish to the Purchaser such information with respect to the City and the Developer as the Purchaser may from time to time reasonably request.

12. ***Third Party Beneficiary.*** The City agrees that the Purchaser is and shall be a third party beneficiary of any and all representations and warranties made by the City in the Transaction Documents, to the same effect as if the City had made such representations and warranties to the Purchaser in this Bond Purchase Agreement.

13. ***Notices.*** Any notice or other communication to be given to the City under this Bond Purchase Agreement may be given by delivering the same in writing at their respective addresses set forth above, and any notice or other communications to be given to the Purchaser under this Bond Purchase Agreement may be given by delivering the same in writing to the Purchaser at the following address:

Stifel, Nicolaus & Company, Incorporated
501 North Broadway, 10th Floor
St. Louis, Missouri 63102
Attn: James J. Lahay

14. ***Indemnification.***

(a) City. To the extent permitted by law (and without waiving any rights of sovereign immunity that may exist), the City agrees to indemnify and hold harmless the Purchaser and each person, if any, who controls the Purchaser (within the meaning of the 1933 Act) against any and all losses, claims, damages, liabilities and expenses (including reasonable costs of investigation) caused by any untrue statement or alleged untrue statement of a material fact regarding the City contained in the Official Statement, or in any amendment or supplement thereto, or caused by any omission or alleged omission to state therein a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(b) Purchaser. The Purchaser agrees to indemnify and hold harmless the City to the same effect as the foregoing indemnity from the City to the Purchaser, but only with respect to information furnished by or on behalf of the Purchaser expressly for use in connection with the Preliminary Official Statement or the Official Statement and appearing therein under the heading “**UNDERWRITING.**”

15. **Successors.** This Bond Purchase Agreement is made for the benefit of the City and the Purchaser (including the successors or assigns of the Purchaser) and no other person including any purchaser of the Series 2021 Bonds shall acquire or have any rights hereunder or by virtue hereof.

16. **Governing Law.** This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

17. **Effectiveness.** This Bond Purchase Agreement shall become effective upon your acceptance hereof.

18. **Counterparts.** This Bond Purchase Agreement may be executed in any number of counterparts, each of which so executed and delivered shall constitute an original and all together shall constitute but one and the same instrument.

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

20. **Anti-Discrimination Against Israel Act.** Pursuant to Section 34.600 of the Revised Statutes of Missouri, as amended, the Purchaser hereby certifies to the City that it is not currently engaged in and shall not, for the duration of this Bond Purchase Agreement, engage in a boycott of goods or services from the State of Israel, companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or persons or entities doing business in the State of Israel.

[Remainder of page intentionally left blank]

21. **Captions.** The captions or headings in this Bond Purchase Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or section of this Bond Purchase Agreement.

Very truly yours,

**STIFEL, NICOLAUS & COMPANY,
INCORPORATED**

By: _____
James J. Lahay
Managing Director

Accepted and agreed to as of
the date first above written:

CITY PRAIRIE VILLAGE, KANSAS

By: _____
Name: _____
Title: _____

SCHEDULE I TO BOND PURCHASE AGREEMENT

**SERIES 2021
MATURITY SCHEDULE***

\$_____ % Term Bond due _____ 1, 20__ – Price: _____ %; Yield: _____ %
\$_____ % Term Bond due _____ 1, 20__ – Price: _____ %; Yield: _____ %

[Remainder of page intentionally left blank]

**EXHIBIT A
TO
BOND PURCHASE AGREEMENT
FORM OF ISSUE PRICE CERTIFICATE**

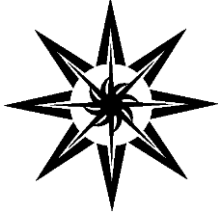
[To be provided]

EXHIBIT B
TO
BOND PURCHASE AGREEMENT
FORM OF SUPPLEMENTAL OPINION OF BOND COUNSEL

**EXHIBIT C
TO
BOND PURCHASE AGREEMENT**

[FORM OF OPINION OF COUNSEL TO THE DEVELOPER]

**EXHIBIT D
TO
BOND PURCHASE AGREEMENT
FORM OF OPINION OF COUNSEL TO THE CITY**



ADMINISTRATION

City Council Date: October 18, 2021

COU2021-75 Consider Amended and Restated Development Agreement (Meadowbrook Project).

BACKGROUND:

On September 7, 2021, the City Council approved Resolution No. 2021-14 authorizing the offering for sale of special obligation tax increment revenue refunding bonds for the Meadowbrook TIF Project. Since that time, City Staff, together with the City Attorney, outside Bond Counsel (Gilmore & Bell), and outside financial advisors (Columbia Capital) have been working diligently to negotiate and finalize certain documents related to the bond transaction, including but not limited to an Amended and Restated Development Agreement related to the Meadowbrook Project.

In order to take advantage of positive bond markets, Staff requests that the City Council authorize Staff (together with the City's professional consultants) to finalize negotiation of the Amended and Restated Development Agreement (and such other related documents as may be necessary) and that the City Council authorize all appropriate City officers to execute such documents without further action by the City Council, in substantially the forms presented with this Agenda Cover.

Staff notes that, pursuant to Resolution No. 2021-14, the City Council already did make the following authorizations:

The Mayor and Clerk and other appropriate officers of the [City] are hereby authorized: (a) to approve the form of said Preliminary Official Statement,

and

The Mayor, Clerk and the other officers and representatives of the Issuer, the Financial Advisor and Bond Counsel are hereby authorized and directed to take such other actions as may be necessary [to] (a) carry out the sale of the Bonds; (b) provide for notice of redemption of the Refunded Bonds; and (c) purchase or subscribe for the securities to be deposited in the escrow for the Refunded Bonds.

The bond ordinance, also presented tonight for consideration, contains similar authorizations that are typical for this type of transaction. City Staff is seeking this separate authorization for purposes of confirming that the City Council's direction includes the Amended and Restated Development Agreement.

SUMMARY:

As part of the initial Project, the City and the Developer (MB-18, LLC) entered into a that certain Development Agreement dated December 21, 2015, as amended by that certain First Amendment to Development Agreement dated September 5, 2017 (the "Original Development Agreement"). The Original Development Agreement established terms for due diligence as the

Project and acquisition of property, established terms by which general obligation bonds and special obligation bonds would be issued, and bound the Developer to construct and complete certain public and private improvements. Most all Project elements are now substantially complete, and the corresponding provisions of the Original Development Agreement are no longer applicable.

The Amended and Restated Development Agreement acknowledges the closing of property acquisition, acknowledges the completion of Project elements, and simplifies the financing elements to reflect that the City intends to issue special obligation TIF refunding bonds in order to refund and redeem the original general obligation bonds and special obligation bonds. As discussed in previous meetings, in addition to obtaining more favorable rates (resulting in savings to all taxing jurisdictions), this process will also remove the City's "full faith and credit" general obligation bond responsibility for repayment of the outstanding Series 2016A Bonds.

SUGGESTED MOTION:

I move that the City Council approve the Amended and Restated Development Agreement in substantially the form as presented in the City Council materials, and that the Mayor, City Administrator, and all other City officers be authorized to complete negotiations as to such agreement and to execute and deliver such agreement, and any other documents related thereto, necessary or appropriate to complete the special obligation tax increment revenue refunding bond transaction for the Meadowbrook TIF Project, as presented to and approved by the City Council pursuant to Resolution No. 2021-14.

ATTACHMENTS:

Draft Amended and Restated Development Agreement

PREPARED BY:

David E. Waters, City Attorney

Date: October 7, 2021

**AMENDED AND RESTATED
DEVELOPMENT AGREEMENT**

DATED _____, 2021

BETWEEN THE

CITY OF PRAIRIE VILLAGE, KANSAS,

AND

MB-18, LLC

RELATING TO THE

PARK AND VILLAGE PROJECT AREA PROJECT PLAN

FOR THE

MEADOWBROOK REDEVELOPMENT DISTRICT

LIST OF EXHIBITS

<u>Exhibit A</u>	District and Project Area Legal Descriptions
<u>Exhibit B</u>	District and Project Area Map
<u>Exhibit C</u>	Park Project Budget
<u>Exhibit D</u>	Final Plat and Final Development Plan
<u>Exhibit E</u>	Project Schedule
<u>Exhibit F</u>	Certificate of Substantial Completion
<u>Exhibit G</u>	Park Master Plan

AMENDED AND RESTATED
DEVELOPMENT AGREEMENT

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT (this "**Agreement**"), is dated _____, 2021, by and between the **CITY OF PRAIRIE VILLAGE, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas (the "**City**") and **MB-18, LLC**, a Kansas limited liability company (the "**Developer**").

RECITALS

A. On September 8, 2015, the Governing Body of the City (the "**Governing Body**") approved Ordinance No. 2337, which established a redevelopment district pursuant to K.S.A. § 12-1770 *et seq.*, as amended (the "**TIF Act**"), known as the Meadowbrook Redevelopment District (as amended, the "**District**"), which is located within the City generally bounded on the north by Somerset Drive, on the east by Roe Avenue, on the south by 95th Street and on the west by Nall Avenue, as more specifically described therein. A legal description of the boundaries of the District is set forth on Exhibit A attached hereto. A map showing the location of the District is attached hereto as Exhibit B.

B. The City prepared a redevelopment project plan for the area within the District which is the location of the former Meadowbrook Country Club (the "**Park and Village Project Area**"), dated October 9, 2015 (the "**Project Plan**"), which includes, but is not limited to, the acquisition and use of 80 to 90 acres of the Park and Village Project Area for a public park, and certain public improvements related to the public park, all in conjunction with development of a senior living facility, a luxury apartment facility, a hotel facility, townhomes and single family residences by Developer and its permitted assigns within the Park and Village Project Area (collectively, the "**Project**"). The location of the Park and Village Project Area is shown on Exhibit B. A legal description of the boundaries of the Park and Village Project Area is set forth on Exhibit A attached hereto.

C. On October 12, 2015, the Prairie Village Planning Commission reviewed the proposed Project Plan and adopted a resolution finding that the Project Plan is consistent with the comprehensive plan for the development of the City.

D. Pursuant to the requirements of the TIF Act and Resolution No. 2015-04, adopted October 12, 2015, the Governing Body set a public hearing to consider the adoption of the Project Plan on November 16, 2015 at 7:00 p.m. or as soon thereafter as the matter could be heard, at the City Council Chambers in City Hall, 7700 Mission Road, Prairie Village, Kansas and notice of such public hearing was provided as required by the TIF Act.

E. On November 16, 2015, the public hearing was opened and continued to December 7, 2017, and on December 7, 2015 public comment was received by the Governing Body and the public hearing was closed.

F. On December 21, 2015, the Governing Body by a vote of at least two-thirds of its members approved Ordinance No. 2343, which approved the Project Plan and Resolution 2015-07 approving this Agreement.

G. Substantial portions of the Project are complete or nearly complete and all moneys allocated for Project costs from the Original TIF Bonds (as defined below) have been disbursed.

H. City and Developer previously entered into that certain Development Agreement dated December 21, 2015, as amended by that certain First Amendment to Development Agreement dated

September 5, 2017 (together, the "**Original Development Agreement**"), and this Agreement is for the purpose of amending, restating, and modifying the Original Development Agreement such that, hereafter, the Original Development Agreement shall be of no further force or effect, except to the extent provided in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.01 Definitions of Words and Terms. Capitalized words used in this Agreement shall have the meanings set forth in the Recitals to this Agreement or they shall have the following meanings:

"**Action**" shall have the meaning set forth in **Section 6.01(D)**.

"**Apartment Facility**" means the approximately 282-unit luxury apartment complex with interior garage to be constructed by the Developer on the Apartment Site in accordance with the Final Development Plan, including such amendments to the Final Development Plan as were approved from time to time through the City approval process.

"**Apartment Site**" means that portion of the Park and Village Project Area depicted on the Final Plat and the Final Development Plan approved by the Governing Body as the site of the Apartment Facility.

"**Applicable Laws and Requirements**" shall mean any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by Governmental Authorities, and all requirements of any insurers. Applicable Law and Requirements shall include, without limitation, the Project Plan, the TIF Act, Article 12, Section 5, of the Constitution of the State of Kansas, the Kansas Cash Basis Law (K.S.A. § 10-1100, *et. seq.*), and the Kansas Budget Law (K.S.A. § 75-2935, *et. seq.*).

"**CERCLA**" shall have the meaning set forth in **Section 6.01(C)**.

"**Certificate of Substantial Completion**" shall have the meaning set forth in **Section 3.02(C)**.

"**City**" means the City of Prairie Village, Kansas.

"**City Indemnified Parties**" shall have the meaning set forth in **Section 6.01(A)**.

"**City Park Approvals**" means the regulations, permits and requirements for joint approval with JCPRD of certain matters by the City as set forth in the Park Gift Site Agreement.

"**Commercial Owner**" shall have the meaning set forth in **Section 6.02(B)**.

"**Developer**" shall mean MB-18, LLC, a Kansas limited liability company, and its permitted successors and assigns.

"Developer Default" means any event or occurrence as defined in **Section 7.01**.

"Developer Parties" has the meaning set forth in **Section 7.01(C)** (with each referred to individually as a **"Developer Party"**).

"Developer Vertical Private Improvements" shall mean the Apartment Facility and the Hotel Facility to be completed by Developer as set forth in **Section 3.02(B)**.

"Dial" means Dial—Meadowbrook Senior Housing Land, LP, a Nebraska limited partnership, and an entity or party having more than 50% ownership by Dial or one or more partners of Dial, or an entity which is managed or controlled by Dial or one or more partners of Dial.

"Dial Development and Maintenance Agreement" means that certain Development and Maintenance Agreement dated March 1, 2018, between the Developer and Dial described in **Section 3.02(D)** and recorded in the Office of the Johnson County, Kansas, Register of Deeds on March 2, 2018, at Book 201803, Page 000478.

"District" shall have the meaning set forth in **Recital A**.

"Effective Date" shall have the meaning set forth in **Section 8.05**.

"Final Development Plan" means the Final Development Plan approved by the City and attached hereto as Exhibit D.

"Final Plat" means the final plat of the Park and Village Project Area approved by the City and attached hereto as Exhibit D.

"Force Majeure" shall have the meaning set forth in **Section 8.02**.

"Funding Priority Waterfall" shall have the meaning set forth in **Section 4.06**.

"Governing Body" shall have the meaning set forth in **Recital A**.

"Governmental Authorities" means any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any type of any governmental unit (federal, state or local) whether now or hereafter in existence.

"Hotel Facility" means the approximately 54-room hotel and approximately 4,725 square foot retail and restaurant space constructed by the Developer on the Hotel Site in accordance with the Final Development Plan, including such amendments to the Final Development Plan as were approved from time to time through the City approval process.

"Hotel Site" means that portion of the Park and Village Project Area depicted on the Final Plat and the Final Development Plan approved by the Governing Body as the site of the Hotel Facility.

"Incremental Tax Revenues" means the incremental increase in real property taxes received with respect to the Park and Village Project Area, determined exclusively with reference to the Park and Village Project Area base year property taxes and in accordance with the TIF Act and the Project Plan.

"Initial Trail Work" means the initial priority construction of certain trails to be located on the Park Site described as initial priority trails in the Park Project Budget.

"Inspections" means such appraisals, inspections, surveys, soil tests, environmental inspections and assessments (including an ASTM E1527-13 Phase I Environmental Site Assessment), engineering studies and other inspections relating to the Park Site undertaken by City and JCPRD, and the respective costs and expenses incurred by each of them, in accordance with the terms of the Original Development Agreement.

"Insured Private Improvements" shall have the meaning set forth in **Section 6.02(A)**.

"IRB" shall have the meaning set forth in **Section 4.07(A)**.

"IRB Sales Tax Exemption" shall have the meaning set forth in **Section 4.07(A)**.

"JCPRD" means the Johnson County Parks and Recreation District, a body corporate and political subdivision organized and existing pursuant to the laws of the state of Kansas.

"JCW" means Johnson County Wastewater, a department of Johnson County, Kansas.

"JCW Agreement" means that certain agreement between the Developer and JCW dated _____, [which JCW Agreement, or a memorandum thereof, was recorded in the Office of the Johnson County, Kansas, Register of Deeds on _____, at Book _____, Page _____].

"JCW Expansion" means the creation of a sewer district and enlargement of the Consolidated Main Sewer District to include the Park and Village Project Area and sizing all facilities (onsite and off-site) in a manner which will support the Project.

"Memorandum of Agreement" means the instrument to be recorded in the land records of Johnson County, Kansas describing this Agreement.

"Original Development Agreement" shall have the meaning set forth in **Recital H**.

"Original GO TIF Bonds" means the full faith and credit tax increment bonds issued by the City pursuant to the TIF Act and described in **Section 4.01**.

"Original SO TIF Bonds" means special obligation tax increment bonds previously issued by the City pursuant to the TIF Act and described in **Section 4.01**.

"Original TIF Bonds" means collectively the Original GO TIF Bonds and the Original SO TIF Bonds.

"Original TIF Bonds Proceeds" means the proceeds from the Original TIF Bonds.

"Park and Village Project Area" shall have the meaning set forth in **Recital B**.

"Park Lakes Agreement" means the agreement dated _____ between the Developer and JCPRD described in **Section 3.02(F)** [which Park Lakes Agreement, or a memorandum thereof, was recorded in the Office of the Johnson County, Kansas, Register of Deeds on _____, at Book _____, Page _____].

"Park Master Plan" means the master plan adopted by JCPRD in accordance with its policies and procedures for the design, improvement, use and operation of the Park Site as a public park, which will include the Park Limited Use Provisions and the Park Special Use Permit Provision, and attached hereto as Exhibit G.

"Park Project" means the purchase by the City of the Park Site from the Developer and gift of the Park Site by the City to JCPRD, the construction of the Public Infrastructure Improvements on the Park Site, and the construction of certain park improvements and amenities on the Park Site, including dredging and lake improvements, trails, and community center related improvements, in accordance with the Park Master Plan, as more fully described on the Park Project Budget.

"Park Project Budget" means the final budget for the Park Project as previously approved in writing by the City, JCPRD and the Developer and as set forth on Exhibit C attached hereto.

"Park Project Costs" means the costs of the Park Project and Public Infrastructure Improvements set forth in the Park Project Budget.

"Park Purchase Price" means the amount paid by the City to Developer for the Park Site pursuant to the terms of the Original Development Agreement.

"Park Site" means approximately eighty-two (82) acres which is that portion of the Park and Village Project Area depicted on the Final Plat and the Final Development Plan approved by the Governing Body as the site of the public park purchased by the City from the Developer.

"Park Site Gift Agreement" means that certain Park Site Gift Agreement between the City and JCPRD dated _____, which was recorded (or a memorandum of which was recorded) in the Office of the Johnson County, Kansas, Register of Deeds on _____, at Book _____, Page _____.

"Park Use Restrictions" shall have the meaning set forth in the Special Warranty Deed.

"Pond Work" means the dredging and improvements to existing ponds on the Park Site described in the Park Project Budget.

"Private Development Site" means all areas of the Park and Village Project Area, except the Park Site.

"Private Development Site Improvement Work" shall have the meaning set forth in **Section 3.02(A)**.

"Private Improvements" means the Private Development Site Improvement Work, Apartment Facility, Hotel Facility, Senior Living Facility, Single Family Homes and Townhomes.

"Project" shall have the meaning set forth in **Recital B**.

"Project Easements" means the temporary and permanent easements and grants of right of way affecting the Park Site (i) in favor of the City necessary for construction of the Public Infrastructure Improvements; (ii) in favor of the Developer necessary for construction of the Private Development Site Improvement Work; and (iii) in favor of JCW necessary for the JCW Expansion.

"Project Plan" shall have the meaning set forth in **Recital B**.

"Project Schedule" means the schedule for the Project set forth in Exhibit E attached hereto.

"Public Infrastructure Improvements" means the public infrastructure improvements to be constructed on the Park Site described in the Park Project Budget.

"Public Infrastructure Improvements Agreement" means that certain agreement between the

City and the Developer dated _____ and described in **Section 3.02(E)** [which Public Infrastructure Improvements Agreement, or a memorandum thereof, was recorded in the Office of the Johnson County, Kansas, Register of Deeds on _____, at Book _____, Page _____].

"RCRA" shall have the meaning set forth in **Section 6.01(C)**.

"Related" means an entity or party having greater of interests constituting voting control and 50% ownership by the Developer or one or more members of the Developer or an entity which is managed or controlled by the Developer or one or more members of the Developer.

"Replacement Value" shall have the meaning set forth in **Section 6.02(A)**.

"Senior Living Facility" means the approximately 220-unit senior living facility with underground parking to be constructed by the Senior Facility Developer on the Senior Facility Site in accordance with the Final Development Plan, including such amendments to the Final Development Plan as may be approved from time to time through the City approval process.

"Senior Facility Developer" means Dial, or an approved entity which will acquire the Senior Facility Site and construct, own and operate the Senior Living Facility.

"Senior Facility Site" means that portion of the Park and Village Project Area depicted on the Final Plat and the Final Development Plan approved by the Governing Body as the site of the Senior Living Facility.

"Single Family Homes" means the approximately 48 single family homes constructed or to be constructed on the Single Family Site in accordance with the Final Development Plan, including such amendments to the Final Development Plan as may be approved from time to time through the City approval process.

"Single Family Site" means that portion of the Park and Village Project Area depicted on the Final Plat and the Final Development Plan approved by the Governing Body as the site of the Single Family Homes.

"Site Evaluation" means the evaluation of the Due Diligence Materials (as defined in the Original Development Agreement) and the information obtained pursuant to the Inspections undertaken by City and JCPRD, and the respective costs and expenses incurred by each of them, in accordance with the terms of the Original Development Agreement.

"SMAC Grant" shall have the meaning set forth in **Section 4.08**.

"SO TIF Refunding Bonds" means special obligation tax increment refunding bonds to be issued by the City pursuant to the TIF Act and described in **Section 4.02** to refund and redeem the Original TIF Bonds.

"State" means the state of Kansas.

"Special Warranty Deed" means that certain Special Warranty Deed dated _____ from the City to JCPRD, and recorded in the Office of the Johnson County, Kansas, Register of Deeds on _____, at Book _____, Page _____.

"Substantial Completion" shall have the meaning set forth in **Section 3.02(C)**.

"**Term**" shall have the meaning set forth in **Section 8.05**.

"**TIF Act**" shall have the meaning set forth in **Recital A**.

"**TIF Bonds**" means the Original TIF Bonds, the SO TIF Refunding Bonds, and any bonds refunding the SO TIF Refunding Bonds and/or their successors.

"**TIF Bonds Trustee**" means the trustee designated in the SO TIF Refunding Bond Documents governing the issuance of the SO TIF Refunding Bonds.

"**Townhomes**" means the approximately 70 townhome units constructed or to be constructed on the Townhomes Site in accordance with the Final Development Plan, including such amendments to the Final Development Plan as may be approved from time to time through the City approval process.

"**Townhomes Developer**" means the entity or entities which will construct, own and market for sale the Townhomes.

"**Townhomes Site**" means that portion of the Park and Village Project Area depicted on the Final Plat and the Final Development Plan approved by the Governing Body as the site of the Townhomes.

Section 1.02 Rules of Construction. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Agreement:

- A. The terms defined in this Section include the plural as well as the singular.
- B. All accounting terms not otherwise defined herein shall have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with generally accepted accounting principles.
- C. All references herein to "generally accepted accounting principles" refer to such principles in effect on the date of the determination, certification, computation or other action to be taken hereunder using or involving such terms.
- D. All references in this instrument to designated "Sections" and other subdivisions are to the designated Sections and other subdivisions of this instrument as originally executed.
- E. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Section or other subdivision.
- F. The Section headings herein are for convenience only and shall not affect the construction hereof.

ARTICLE II

ACQUISITION OF THE PARK SITE

Section 2.01 Acknowledgment of Closing. City and Developer acknowledge and agree that, pursuant to the terms of the Original Development Agreement:

- A. Developer has sold and conveyed the Park Site to the City and, at the City's direction, conveyed title to the Park Site to JCPRD by the Special Warranty Deed subject to the Project Easements, the City Park Approvals, the

Park Use Restrictions, and such other matters as were approved by the City and JCPRD pursuant to the terms of the Original Development Agreement.

B. To the extent not reimbursed as of the date of this Agreement, City and JCPRD may be reimbursed (to the extent permitted by the TIF Act and the Funding Priority Waterfall as set forth in **Section 4.06**) for (i) the Inspections, (ii) the Site Evaluation, (iii) the completion and approval of the Park Master Plan, and the costs of obtaining all applicable governmental authorizations, approvals, permits required for the operation of the Park Site as a public park.

ARTICLE III **DEVELOPMENT AND USE OF PROJECT**

Section 3.01 Scope of the Project. As more fully described therein, the Project Plan contemplated the Park Project, which consists of acquisition of the Park Site as set forth in **Article II** hereof, the construction of certain public improvements on the Park Site, and the construction of the Private Improvements on the Private Development Site.

Section 3.02 Developer Obligations.

A. Private Development Site Improvement Work. City and Developer acknowledge and agree that Developer has constructed and completed all horizontal infrastructure work on the Private Development Site necessary for completion of all vertical aspects of the Private Improvements ("**Private Development Site Improvement Work**"), except for a de minimis portion thereof, for which the Developer was responsible under the Original Development Agreement in accordance with the Project Schedule and in a manner consistent with the Project Plan and the Original Development Agreement, and that a Certificate of Substantial Completion has been submitted and accepted as to the Developer's Private Development Site Improvement Work. Provided, that the City acknowledges that (a) due to construction phasing, certain of the foregoing items applicable to the Townhomes shall be completed by the Townhomes Developer at the time the Townhome Developer makes its improvements, (b) due to construction phasing, certain of the foregoing items applicable to the Senior Living Facility shall be completed by the Senior Facility Developer at the time the Senior Facility Developer makes its improvements, and (c) that the work described in the foregoing subsections (a) and (b) are excluded from the Private Development Site Improvement Work being performed by Developer, with the further acknowledgement that such improvements are those located on the Townhome Site and the Senior Facility Site, respectively. These exclusions are subject to the reasonable written approval of the City and may include sidewalk and landscaping near driveway aprons, retaining walls, certain grading improvements and "lateral" or service lines, which must be made in conjunction with vertical development or which would be disturbed by vertical development.

B. Developer Vertical Private Improvements. City and Developer acknowledge and agree that Developer has constructed the Apartment Facility and the Hotel Facility ("**Developer Vertical Private Improvements**") in accordance with the Project Schedule and in a manner consistent with the Project Plan and the Original Development Agreement, and that a Certificate of Substantial Completion has been submitted and accepted as to the Developer Vertical Private Improvements.

C. Certificate of Substantial Completion. Promptly after completion of any remaining Private Development Site Improvement Work, the Developer (or, as applicable, the Townhomes Developer or the Senior Facility Developer) shall submit a Certificate of Substantial Completion to the City. In the case of the Private Development Site Improvement Work, "Substantial Completion" shall mean that the applicable area of the Private Development Site, i.e. Single Family Site, Townhomes Site, Apartment Site, Hotel Site or Senior Facility Site, are ready for construction of the facilities planned for

such site. "**Substantial Completion**" shall mean that the Developer (or, as applicable, the Townhomes Developer or the Senior Facility Developer) shall have received from the City any completion certificates or certificates of occupancy required by the City. The Certificate of Substantial Completion shall be in substantially the form attached as Exhibit F. The City shall, within thirty (30) days following delivery of the Certificate of Substantial Completion, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion. The City's execution of the Certificate of Substantial Completion shall constitute evidence of the satisfaction of the Developer's (or, as applicable, the Townhomes Developer's or the Senior Facility Developer's) agreements and covenants to complete the applicable Private Development Site Improvement Work and applicable Developer Vertical Private Improvements.

D. Senior Living Facility. The Developer shall have no obligation to construct the Senior Living Facility, which shall be constructed by the Senior Facility Developer. Provided, however, that City and Developer acknowledge and agree that Developer and Dial have entered into the Dial Development and Maintenance Agreement, the terms and requirements of which shall not be deemed amended by this Agreement.

E. Public Infrastructure Improvements. The Developer and City acknowledge and agree that they have entered into a separate agreement (the "**Public Infrastructure Improvement Agreement**") pursuant to which Developer, on behalf of the City, and in accordance with City specifications and requirements, contracted for the construction of the Public Infrastructure Improvements on the Park Site to be performed concurrently with the Private Development Site Improvement Work and in a manner consistent with the Project Plan and this Agreement.

F. Park Project Lakes. The Developer and City acknowledge and agree that the Developer and JCPRD have entered into a separate agreement (the "**Park Lakes Agreement**") pursuant to which Developer, on behalf of JCPRD, and in accordance with JCPRD specifications and requirements, contracted for such portions of the Park Project to be performed concurrently with the Private Development Site Improvement Work and in a manner consistent with the Project Plan and this Agreement.

Section 3.03 Changes. No "substantial changes," as defined in the TIF Act, shall be made to the Project, except as may be mutually agreed upon, in writing, between the Developer and the City, it being the intent of the parties that the layout and size of particular buildings, parking facilities and private drives will likely change through the planning, zoning and marketing process. Notwithstanding such intent, any "substantial changes" shall be made only in accordance with the TIF Act.

Section 3.04 Compliance. The Project shall at all times comply with all applicable building and zoning, health, environmental and safety codes and laws and all other Applicable Laws and Requirements. The Developer shall, at its own expense, secure or cause to be secured any and all permits which may be required by the City and any other governmental agency having jurisdiction for the construction and operation of the Private Development Site Improvement Work and Developer Vertical Private Improvements. The City shall reasonably cooperate to expeditiously consider and issue all applicable requested permits in accordance with City policies and procedures.

Section 3.05 Project Schedule. The Developer shall complete any remaining portions of the Private Development Site Improvement Work (but excluding such improvements located on the Townhome Site and the Senior Living Site), the Developer Vertical Private Improvements, and the improvements covered by the Public Infrastructure Improvement Agreement and the Park Lakes Agreement (if any) in accordance with the Project Schedule. The Developer shall cause the foregoing portions of the Project to be completed with due diligence in accordance with the Project Schedule,

subject to Force Majeure. Upon reasonable advance notice, the Developer and the City shall meet with each other to review and discuss the design and construction of their respective portions of the Project in order to enable each to monitor the status of construction and to determine that their respective portions of the Project are being performed and completed in accordance with the Project Schedule.

Section 3.06 Taxes and Assessments. Nothing herein shall be deemed to prohibit the Developer from contesting the validity or amounts of any tax or assessment, encumbrance or lien, nor to limit the remedies available to the Developer in respect thereto. The Developer or, if applicable, other owners of real property in the Apartment Site, Hotel Site and the Senior Facility Site shall promptly notify the City in writing of a protest of real estate taxes or valuation of the Developer's or such other owners' property within the Apartment Site, Hotel Site and the Senior Facility Site.

ARTICLE IV

PROJECT FINANCING

Section 4.01 Sources of Funding.

A. Park Project. Under the terms of the Original Development Agreement, the City issued the Original GO TIF Bonds in the principal amount of \$11,300,000.00 to fund a portion of the Park Project Costs, and the City issued the Original SO TIF Bonds in the principal amount of \$8,135,000.00 to fund a portion of the Park Project Costs. The Original TIF Bonds were to be repaid from Incremental Tax Revenues, certain transient guest tax revenues, and a portion of the Original TIF Bonds Proceeds. City and Developer acknowledge and agree that, under the terms of the Original Development Agreement, (a) the Park Project was funded with a portion of Original TIF Bonds Proceeds, and that (b) the Park Project continues to be funded with the IRB Sales Tax Exemption.

B. Private Improvements. The Private Improvements will be funded solely by the Developer or others with private debt and equity, and will not be funded with the Original TIF Bonds Proceeds or the SO TIF Refunding Bonds Proceeds, and will not be reimbursed with any Incremental Tax Revenues, transient guest tax revenues, IRB Sales Tax Exemption, or any other public funds.

Section 4.02 SO TIF Refunding Bonds. Contemporaneously with the effectiveness of this Agreement, the City has issued or will issue SO TIF Refunding Bonds so as to refund and redeem the Original TIF Bonds. The terms of the SO TIF Refunding Bonds shall be as provided in the bond documents for such SO TIF Refunding Bonds.

Section 4.03 IRB Sales Tax Construction Account.

A. The City shall maintain (or the City shall cause a third-party of the City's choosing to maintain) a fund or account to be known as the **"IRB Sales Tax Construction Account"**. From time to time, as the City or the City's designee receives proceeds of the IRB Sales Tax Exemption from the Developer or Senior Facility Developer, it shall deposit such sums in the IRB Sales Tax Construction Account.

B. The City and JCPRD may submit requisitions for payment of Park Project Costs from the IRB Sales Tax Construction Account. Park Project Costs shall be paid in accordance with the Funding Priority Waterfall set forth in **Section 4.06**.

C. Upon the City's written certification that all Park Project Costs have been paid, the City or the City's designee shall cause all remaining moneys within the IRB Sales Tax Construction Account

to be treated as Incremental Tax Revenues, and shall transfer such moneys to such funds as the City may deem appropriate for such purposes.

Section 4.04 Line Items. The parties acknowledge that the line items in the Park Project Budget may deviate from the estimates stated therein based on actual costs incurred.

Section 4.05 Transient Guest Taxes. The City and Developer acknowledge and agree that the City shall not be required to seek any appropriation of transient guest tax revenues to the Project.

Section 4.06 Funding Priority Waterfall.

A. As part of the Original Development Agreement, the parties have established the "**Funding Priority Waterfall**" set forth below, which establishes the order in which Park Project Costs will be funded. Items at the top of the order have priority over items that are lower in the order. Such ordering may result in lower priority items receiving reduced funding (including potentially a reduction to \$0.00). The City and Developer agree that once all items in the Funding Priority Waterfall have been fully funded, cost savings and unused contingency dollars shall be utilized by JCPRD in accordance with the Park Master Plan, but subject to **Section 4.03(C)**. The Park Site Gift Agreement provides that JCPRD shall only be entitled to, and in fact shall utilize, amounts in the Construction Fund (as defined in the Original Development Agreement) in strict accordance with the Funding Priority Waterfall. The Park Site Gift Agreement further provides that JCPRD shall be responsible for funding any costs it incurs and/or any costs required by the Park Master Plan which cannot be funded by available Original TIF Bonds Proceeds, IRB Sales Tax Exemption proceeds, and, if applicable, SMAC Grant proceeds.

B. The following line item priorities are established:

First Priority Line Items	Park Purchase Price and Costs Associated with the Park Site Acquisition	Status: Complete
Second Priority Line Items	Public Infrastructure Improvements Pond Work Initial Trail Work	Status: Complete
Third Priority Line Items	All other Park Project Costs	Status: In Progress/Ongoing

C. The parties agree that the remaining Park Project Costs shall be paid solely from the proceeds of the IRB Sales Tax Construction Account, and utilized according to the Funding Priority Waterfall.

Section 4.07 IRB Sales Tax Exemption.

A. Pursuant to the provisions of the Original Development Agreement, the City has issued certain industrial revenue bonds ("**IRBs**") for purposes of obtaining a sales tax exemption on construction materials for the Developer Vertical Private Improvements ("**IRB Sales Tax Exemption**"), which IRBs were purchased by Developer, the Senior Facility Developer, or another party approved by the City. No property tax exemption will be requested for property financed with the IRBs. Developer or the Senior Facility Developer, as applicable, shall pay all costs of issuance related to the IRBs, but Developer or the

Senior Facility Developer, as applicable, may deduct from the amounts due pursuant to Section 4.07.B amounts equal to (i) such costs of issuance, (2) legal fees actually incurred related to such IRBs, (3) bond trustee fees equal to such IRBs, and (4) any other other costs actually incurred related to the administration of the fee.

B. Developer will report, and cause the Senior Facility Developer and other permitted assignees to report, each not less frequently than quarterly, the IRB Sales Tax Exemption to the City and will pay or cause to be paid to the City or the City's designee for deposit in the IRB Sales Tax Construction Account of the Construction Fund from time to time, but not less than quarterly, in accordance with such procedures as will be required by the City in connection with the issuance of the IRBs, amounts equal to sales tax the Developer or its permitted transferees would have paid on construction items but for the existence of the IRB Sales Tax Exemption. The documents evidencing the IRBs shall include provisions allowing the City to audit the IRB Sales Tax Exemption in order to confirm and verify amounts owed by the Developer. Non-payment pursuant to this section shall be an Event of Default.

Section 4.08 SMAC Funding. Pursuant to the provisions of the Original Development Agreement, the City has applied for and obtained a matching grant from the Johnson County Stormwater Management Advisory Council related to stormwater management activities within the Park Site in the amount of \$_____ (the "**SMAC Grant**"). The parties acknowledge and agree that the SMAC Grant was previously used to pay costs of the Project.

ARTICLE V

ASSIGNMENT AND TRANSFER

Section 5.01 Assignments by Developer. Except as set forth in **Section 5.04**, the rights, duties and obligations hereunder of the Developer may not be assigned, in whole or in part, to another entity, without the prior approval of the Governing Body of the City, in its reasonable discretion. Any proposed assignee shall have qualifications, experience and financial responsibility, as reasonably determined by the Governing Body, necessary and adequate to fulfill the obligations of the Developer with respect to the portion of the Private Development Site and/or this Agreement being transferred. Any proposed assignee shall, by instrument in writing, for itself and its successors and assigns, and expressly for the benefit of the City, assume all of the obligations of the Developer under this Agreement and agree to be subject to all the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to a portion of the Private Development Site, such obligations, conditions and restrictions to the extent that they relate to such portion).

Section 5.02 Assignment and Estoppel Agreement. In order to effect any assignment, sale, lease or transfer requiring approval under this **Article V**, including pursuant to **Section 5.01**, the parties agree to negotiate an Assignment and Estoppel Agreement which identifies the then current performance of the parties, including any defaults, and which also delineates which rights and obligations of Developer are being retained, and which are being assigned and relieved, and estops the parties from pursuing any claim contrary thereto, it being understood that such an agreement shall include provisions releasing the Developer from obligations then being assigned and assumed in accordance with the requirements of this **Article V**. The Developer agrees, at Developer's cost, to promptly record all assignments in the office of the Department of Records and Tax Administration of Johnson County, Kansas, in a timely manner following the execution of such agreements.

Section 5.03 Successors and Assigns. Except as otherwise provided herein, the parties' obligations pursuant to this Agreement, unless earlier satisfied, shall inure to and be binding upon the heirs, executors, administrators, successors and permitted assigns of the respective parties as if they were

in every case specifically named and shall be construed as a covenant running with the land, enforceable against the City or Developer or other transferees as if such transferee were originally a party and bound by this Agreement. Notwithstanding the foregoing, no tenant of any part of the Project shall be bound by any obligation of the Developer solely by virtue of being a tenant.

Section 5.04 Sale or Lease.

A. Completed Structure. Any completed building, home or structure may be freely sold, leased or otherwise transferred and conveyed by Developer or its successors, assigns, or grantees. Any such buyer, lessee, or transferee shall not be deemed to have assumed Developer's obligations solely as a result of such sale, lease, or transfer.

B. Townhomes Site. Notwithstanding the foregoing, Developer may freely, without the Governing Body's consent, sell, transfer, convey, lease or otherwise dispose of all or any part of the Townhomes Site so long as such site is subject to deed restrictions limiting the use of said site for the purposes intended herein, including covenants requiring that structures be constructed in accordance with the planning and zoning approvals for such sites.

C. Apartment Site, Single Family Site, and Hotel Site. Notwithstanding the foregoing, City and Developer acknowledge agree that Substantial Completion of the Private Development Site Improvement Work for the Apartment Site, the Single Family Site, and Hotel Site has been achieved, and that Substantial Completion of the Apartment Facility and Hotel Facility has been achieved. Therefore, Developer may freely without the Governing Body's consent, sell, transfer, convey, lease or otherwise dispose of all, but not less than all, of each the Apartment Site, the Single Family Site, and Hotel Site, if and to the extent Developer has not done so already.

Section 5.05 Restriction on Transfer. During the Term, the Developer and any transferee or assignee of the Developer may not sell or lease property within the Private Development Site to a tax-exempt organization, except that this prohibition shall not prevent either the granting of any temporary or permanent easements necessary to facilitate the construction of the Private Improvements or tax-exempt organization temporary use within the Redevelopment District in the normal course of business. This restriction shall run with the land and be binding on Developer, and its permitted successors and assigns. In the event that Developer or any transferee or assignee of Developer seeks to transfer any property in the Private Development Site to a tax-exempt organization during the Term, such transfer may only occur upon the prior written approval of the City, upon the prior execution of a separate agreement between the tax-exempt organization and the City which provides for the annual payment of an amount equal to payments in lieu of taxes (PILOTS) which otherwise would have been paid in regard to such property by such tax-exempt entity for each of the years remaining in the Term. This requirement shall be a covenant running with the land and shall be enforceable for such period as if such purchaser, transferee or possessor thereof were originally a party to and bound by this Agreement.

Section 5.06 Developer Pay City Costs. In each case requiring City discretionary or administrative approval under this Article, the Developer shall be responsible for reimbursing the City's reasonable costs incurred in engaging advisors and counsel to review and consider such request.

ARTICLE VI GENERAL COVENANTS

Section 6.01 Indemnification of City.

A. Developer agrees to defend, indemnify and hold the City, its employees, agents and

independent contractors and consultants (collectively, the "**City Indemnified Parties**") harmless from and against any and all suits, claims, costs of defense, damages, injuries, liabilities, judgments, costs and/or expenses, including court costs and reasonable attorney's fees, resulting from, arising out of, or in any way connected with the Developer's actions and undertaking in implementation of the Private Improvements and Developer's obligations under this Agreement or the Original Development Agreement, including Developer's breach of this Agreement or the Original Development Agreement.

B. This Section shall not apply to a default by the City hereunder, willful misconduct or gross negligence of the City or its officers, employees or agents.

C. This Section includes, but is not limited to, any repair, cleanup, remediation, detoxification, or preparation and implementation of any removal, remediation, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or hazardous wastes including petroleum and its fractions as defined in (i) the Comprehensive Environmental Response, Compensation and Liability Act ("**CERCLA**"; 42 U.S.C. Section 9601, et seq.), (ii) the Resource Conservation and Recovery Act ("**RCRA**"; 42 U.S.C. Section 6901 et seq.) and (iii) Article 34, Chapter 65, K.S.A. and all amendments thereto, at any place where Developer owns, owned, has or had control of real property pursuant to any of Developer's activities under this Agreement or the Original Development Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107 (e) of CERCLA to assure, protect, hold harmless and indemnify City from liability.

D. In the event any suit, action, investigation, claim or proceeding (collectively, an "**Action**") is begun or made as a result of which the Developer may become obligated to one or more of the City Indemnified Parties hereunder, any one of the City Indemnified Parties shall give prompt notice to the Developer of the occurrence of such event.

E. The rights set forth in **Section 6.01(A)** of this Agreement shall survive the termination of this Agreement, however, except for **Section 6.01(C)**, the obligations shall be assigned to and assumed by the Commercial Owner(s) (as defined in **Section 6.02**) as sales and transfers are made.

Section 6.02 Insurance. As an obligation in a recorded instrument against the relevant property, the Developer shall through such instrument require each Commercial Owner (as defined below) of the Apartment Facility, the Hotel Facility or the Senior Living Facility, to do the following:

A. As used in this Section, "**Replacement Value**" means an amount sufficient to prevent the application of any co-insurance contribution on any loss but in no event less than 100% of the actual respective replacement cost of the Apartment Facility, the Hotel Facility, and Senior Living Facility (each an "**Insured Private Improvement**"), including additional administrative or managerial costs that may be incurred to effect the repairs or reconstruction, but excluding costs of excavation, foundation and footings. Replacement Value shall not be less than the cost to rebuild in the same condition. If an appraisal or report is conducted, a copy of such appraisal or report shall be furnished to the City upon request.

B. Developer shall comply, or cause its tenants and permitted transferees, including the Senior Facility Developer (each a "**Commercial Owner**"), but excluding tenants that rent individual apartments in the Apartment Facility, to comply with the insurance requirements set forth in this Section unless the Developer requests approval of substitute insurance requirements, based on insurance required by one or more lenders to Developer, and the City Administrator approves such request in writing. As long as any TIF Bonds are outstanding, Commercial Owners shall keep their respective Insured Private Improvements continuously insured against such risks and in such amounts, with such deductible

provisions as are customary in connection with the operation of facilities of the type and size comparable to the Insured Private Improvements. The Commercial Owners, or assigns, at their sole expense, shall carry and maintain or cause to be carried and maintained, and pay or cause to be paid in a timely manner the premiums for at least the following insurance with respect to their respective Insured Private Improvements (unless the requirement therefor shall be waived by the City Administrator in writing):

- (i) Builder's risk insurance on a completed value form and, on and after the completion date of each structure, property insurance, in each case (a) providing coverage during the construction of the Insured Private Improvements for financial losses of the Developer or assigns relating to continuing expenses, caused by property damage during the construction of the Insured Private Improvements, (b) providing special form replacement cost coverage (including sublimits for increased costs from changes in building laws and demolition costs) covering all improvements, fixtures and equipment in the Insured Private Improvements, (c) containing an agreed amount endorsement or a waiver of all co-insurance provisions, (d) providing for no deductible in excess of \$500,000 (as increased each year by the increase in the CPI, if any, for the preceding calendar year) for all such insurance coverage, and (e) covering, without limitation, loss, including, but not limited to, the following:

- (1) fire,
- (2) extended coverage perils,
- (3) vandalism and malicious mischief,
- (4) water damage,
- (5) debris removal,
- (6) collapse, and
- (7) equipment breakdown,

in each case on a replacement cost basis in an amount equal to the Insured Private Improvements' Replacement Value;

C. Flood insurance, if any of the Insured Private Improvements are located in an area identified as having "special flood hazards" as such term is defined pursuant to applicable federal law, initially in an amount of, and the maximum amount available through the national flood program.

D. As an obligation in a recorded instrument against the relevant property, Developer shall contractually obligate each Commercial Owner to comply with the provisions of this Section for its respective portion of the Insured Private Improvements. Developer shall enforce the provisions of this Section to the maximum extent permitted by law, and such instrument shall further provide that the City is an intended third party beneficiary of such provisions and as such, the City has a separate and independent right to enforce such provisions directly against any Commercial Owner during the term of this Agreement. Developer shall use its best efforts to enforce such contract rights. Upon written request by the City, the Developer shall execute such documents as are necessary to assign to the City all of the Developer's rights under any lease, sales contract or other contract regarding the Apartment Site, Hotel Site and Senior Facility Site with respect only to those sections of such lease, sales contract or other contract as are necessary to evidence compliance with and otherwise enforce the provisions of **Sections 6.02 and 6.03** of this Agreement.

E. The City does not represent in any way that the insurance specified herein, whether in scope, overall coverage or limits of coverage, is sufficient to protect the business or interests of the Developer or any Commercial Owner.

- F. Each insurance policy obtained in satisfaction of the foregoing requirements:
- (i) shall be by such insurer or insurers as shall be financially responsible, and shall have a rating equal to or higher than A-/FSC VII or better by Best Insurance Guide and Key Ratings or shall be acceptable to the City, and
 - (ii) shall be in such form and with such provisions as are generally considered standard provisions for the type of insurance involved.

G. All such policies, or a certificate or certificates of the insurers that such insurance is in full force and effect, shall be provided to the City and, prior to expiration of any such policy, the Developer or applicable Commercial Owner shall furnish the City with satisfactory evidence that such policy has been renewed or replaced or is no longer required by this Agreement; provided, however, the insurance so required may be provided by blanket policies now or hereafter maintained by the Developer or a Commercial Owner if the Developer or Commercial Owner provides the City with a certificate from an insurance consultant to the effect that such coverage is substantially the same as that provided by individual policies. All policies evidencing such insurance required to be obtained under the terms of this Agreement shall provide for thirty (30) days' prior written notice to the Developer (or the applicable Commercial Owner) and the City of any cancellation (other than for nonpayment of premium), and each Commercial Owner shall notify the Developer and the City of any reduction in amount or material change in coverage in its respective policies.

H. In the event the Developer or a Commercial Owner shall fail to maintain, or cause to be maintained, the full insurance coverage required by this Agreement, the Developer or such Commercial Owner shall promptly notify the City of such event and the City may (but shall be under no obligation to) contract for the required policies of insurance and pay the premiums on the same; and the Developer or Commercial Owner (as the case may be) agrees to reimburse the City to the extent of the amounts so advanced, with interest thereon at a rate of one and one half percent (1.5%) per month until paid, but in no event shall such penalty exceed eighteen percent (18%) per annum.

I. All policies of insurance required by this Section shall become utilized as required by this Agreement.

J. The City may request, from time to time, such reasonable evidence as may be necessary to ensure compliance with this Section.

Section 6.03 Obligation to Restore.

A. Restoration of Insured Private Improvements by Developer. The Developer and each Commercial Owner hereby agrees that if any portion of the Insured Private Improvements owned by it shall be damaged or destroyed, in whole or in part, by fire or other casualty, or taking, the Developer or the applicable Commercial Owner shall promptly restore, replace or rebuild the same, or shall promptly cause the same to be restored, replaced or rebuilt, to as nearly as possible the value, quality and condition it was in immediately prior to such fire or other casualty or taking, with such alterations or changes as may be approved in writing by the City, which approval shall not be unreasonably withheld, conditioned, or delayed. The Developer agrees, and Developer shall cause each Commercial Owner to agree, that it shall include in any documents for Developer or Commercial Owner private financing a requirement that, in the event insurance covering fire or other casualty results in payment of insurance proceeds to a lender, the lender shall be obligated to restore the Insured Private Improvements in accordance with this Section. The Developer and each Commercial Owner shall give prompt written notice to the City of any material damage or destruction to any of the Insured Private Improvements owned by it by fire or other casualty,

but in such circumstances the Developer and the applicable Commercial Owner shall make the property safe and in compliance with all Applicable Laws and Requirements as provided herein.

B. Restoration of Insured Private Improvements by Third Parties. Except to the extent prohibited by any HUD financing of the Apartment Facility, the Developer further agrees to obligate each Commercial Owner to comply with **Section 6.03(A)** with respect to the property of such Commercial Owner by a recorded instrument against the relevant property.

ARTICLE VII

DEFAULT AND REMEDIES

Section 7.01 Default by Developer. Developer shall be in default ("**Developer Default**") under this Agreement if:

A. Developer, or any permitted assignee of Developer, fails to perform and complete the Private Development Site Improvement Work in accordance with the requirements of this Agreement, including scope and quality of work, and using good faith efforts to complete same as promptly as market conditions allow.

B. Developer fails, after reasonable opportunity to cure, to perform the obligation to restore the Insured Private Improvements it owns, as long as such failure is continuing.

C. Prior to the completion of the Private Development Site Improvement Work, Developer, or any permitted assignee of Developer's obligation to complete in a timely manner any portion of the Developer Vertical Private Improvements (collectively the "**Developer Parties**"), shall file a voluntary petition under any bankruptcy law or an involuntary petition under any bankruptcy law is filed against any such party in a court having jurisdiction and said petition is not dismissed within sixty (60) days; any of the Developer Parties generally is not paying its debts as such debts become due; any of the Developer Parties makes an assignment for the benefit of its creditors; a custodian, trustee or receiver is appointed or retained to take charge of and manage any substantial part of the assets of such party and such appointment is not dismissed within sixty (60) days; or any execution or attachment shall issue against a Developer Party whereupon the Private Development Site, or any part thereof, or any interest therein of the Developer Parties under this Agreement shall be taken and the same is not released prior to judicial sale thereunder (each of the events described in this paragraph being deemed a default under the provisions of this Agreement).

D. Developer fails to keep or perform any other covenant or obligation herein contained on Developer's part to be kept or performed, and Developer fails to remedy the same within thirty (30) days after the City has given Developer written notice specifying such failure and requesting that it be remedied; provided, however, that if any event of default shall be such that it cannot be corrected within such period, it shall not constitute an event of default if corrective action is instituted by Developer within such period and diligently pursued until the default is corrected.

E. Developer materially breaches the representations and warranties set forth in this Agreement and fails to cure or correct same within fifteen (15) days of notice from the City.

Section 7.02 Rights and Remedies of City. The rights and remedies reserved by the City hereunder and those provided by law shall be construed as cumulative and continuing rights, no one of which shall be exhausted by the exercise of any one or more of such rights or remedies on any one or more occasions. In the event of a Developer Default, the City may exercise any rights and remedies available to the City at law or in equity. Without limiting the generality of the foregoing, the City shall be

entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity. If the City is the prevailing party in an action to enforce its remedies hereunder, the City shall be entitled to reasonable costs and charges, including attorneys' fees, lawfully and reasonably incurred by or on behalf of the City in connection with the enforcement of such actions or remedies.

Section 7.03 Default by the City. The City shall be in default under this Agreement if the City fails to keep or perform any covenant or obligation herein contained on the City's part to be kept or performed, and the City fails to remedy the same within thirty (30) days after Developer has given the City written notice specifying such failure and requesting that it be remedied; provided, however, that if any event of default shall be such that it cannot be corrected within such period, it shall not constitute an event of default if corrective action is instituted by the City within such period and diligently pursued until the default is corrected.

Section 7.04 Rights and Remedies of Developer. If a default by the City occurs under this Agreement and is continuing, Developer may take whatever action at law or in equity as may appear necessary or desirable to enforce performance and observance by the City of any provision of this Agreement. Developer shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceedings in equity. If the Developer is the prevailing party in an action to enforce its remedies hereunder, Developer shall be entitled, subject to Applicable Laws and Requirements, to reasonable costs and charges, including attorneys' fees, lawfully and reasonably incurred by or on behalf of Developer in connection with the enforcement of such actions or remedies.

ARTICLE VIII

MISCELLANEOUS

Section 8.01 Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by either party of any covenant, agreement or undertaking, the non-defaulting party may nevertheless accept from the other any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults which were in existence at the time such payment or payments or performance were accepted by it.

Section 8.02 Force Majeure. In all events, build out schedules, and required deadlines, when a party hereto shall be delayed or hindered in, or prevented from, the timely performance of any act required under this Agreement by reason of acts of God, strikes, lockouts, riots, insurrection, environmental restrictions or remediation required by the appropriate Government Authorities, discovery of cultural, archeological or paleontological resources or endangered species, any lawsuit seeking to restrain, enjoin, challenge or delay construction, failure of the City to timely approve the plans and specifications when such plans and specifications are submitted by the Developer to the City in accordance with the City's written policies and procedures, war, terrorism or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement ("**Force Majeure**"), then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section shall not be applicable to delays resulting from the inability of a party to obtain financing or to proceed with its obligations under this Agreement because of a lack of funds.

Section 8.03 Representations and Warranties of Developer. Developer represents and warrants to the City as follows:

A. Organization. Developer is a Kansas limited liability company duly formed and validly existing under the laws of the State. Developer is duly authorized to conduct business in each other jurisdiction in which the nature of its properties or its activities requires such authorization. Developer shall (1) preserve and keep in full force and effect its corporate or other separate legal existence and (2) remain qualified to do business and conduct its affairs in the State and each jurisdiction where ownership of its property or the conduct of its business or affairs requires such qualification.

B. Authority. The execution, delivery and performance by Developer of this Agreement are within Developer's powers and have been duly authorized by all necessary action of Developer.

C. No Conflicts. Neither the execution and delivery of this Agreement, nor the consummation of any of the transactions herein or therein contemplated, nor compliance with the terms and provisions hereof or thereof, will contravene the organizational documents of Developer or any provision of law, statute, rule or regulation to which Developer is subject, or to any judgment, decree, license, order or permit applicable to Developer, or will conflict or be inconsistent with, or will result in any breach of any of the terms of the covenants, conditions or provisions of any indenture, mortgage, deed of trust, agreement or other instrument to which Developer is a party, by which Developer is bound, or to which Developer is subject.

D. No Consents. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Governmental Authority or regulatory body or third party is required for the due execution and delivery by Developer of this Agreement. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Governmental Authority or regulatory body or third party is required for the performance by Developer of this Agreement or the consummation of the transactions contemplated hereby except for zoning, building and other customary permits to be obtained from the City or other governmental units.

E. Valid and Binding Obligation. This Agreement is the legal, valid and binding obligation of Developer, enforceable against Developer in accordance with the terms hereof.

Section 8.04 Representations and Warranties of the City.

A. Authority. The execution, delivery and performance by the City of this Agreement are within its powers and have been duly authorized by all necessary action.

B. No Conflicts. Neither the execution and delivery of this Agreement, nor the consummation of any of the transactions herein or therein contemplated, nor compliance with the terms and provisions hereof or thereof, will contravene the ordinances, rules, regulations of the City or the laws of the State nor result in a breach, conflict with or be inconsistent with any terms, covenants, conditions or provisions of any indenture, agreement or other instrument by which the City is bound or to which the City is subject.

C. No Consents. Except as required by the Applicable Laws and Requirements, no consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Governmental Authority or regulatory body or third party is required for the due execution and delivery by the City of this Agreement. Except as required by the Applicable Laws and Requirements, no consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Governmental Authority or regulatory body or third party is required for the performance by the City of

this Agreement or the consummation of the transactions contemplated hereby.

D. **Valid and Binding Obligation.** This Agreement is the legal, valid and binding obligation of the City enforceable against the City in accordance with its terms.

Section 8.05 Term. This Agreement will become effective upon the closing of the SO TIF Refunding Bonds (the "**Effective Date**"), which Effective Date shall be confirmed by the City in writing to the Developer. From and after the Effective Date, this Agreement will remain in full force and effect until the completion of the Park Project and the Private Improvements and so long thereafter as the SO TIF Refunding Bonds, any bonds refunding the SO TIF Refunding Bonds (or their successors), and/or IRBs remain outstanding, but no later than the twentieth anniversary of the date of approval of the Project Plan (the "**Term**").

Section 8.06 Electronic Transactions. The transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 8.07 Amendments. This Agreement may be amended, changed or modified only by a written agreement duly executed by the City and Developer.

Section 8.08 Construction and Enforcement. This Agreement shall be construed and enforced in accordance with the laws of the State.

Section 8.09 Invalidity of Any Provisions. If for any reason any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

Section 8.10 Headings. The Article and Section headings shall not be treated as a part of this Agreement or as affecting the true meaning of the provisions hereof.

Section 8.11 Execution of Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 8.12 Time. Time is of the essence in this Agreement.

Section 8.13 Consents and Approvals. Wherever in this Agreement it is provided that the City or Developer shall, may or must give its approval or consent, the City or Developer shall not, unless specifically herein provided otherwise, unreasonably withhold, condition, delay or refuse to give such approvals or consents. It is agreed, however, that the sole right and remedy for Developer or the City in any action concerning the other's reasonableness will be action for declaratory judgment and/or specific performance, and in no event shall either such party be entitled to claim damages of any type or nature in any such action or to seek the recovery of attorney fees or other costs in connection with such action.

Section 8.14 Notices. All notices required or desired to be given hereunder shall be in writing and all such notices and other written documents required or desired to be given hereunder shall be deemed duly served and delivered for all purposes if (i) delivered by nationally recognized overnight delivery service; (ii) facsimile (with follow up within one (1) business day by United States Mail); or (iii) delivered in person, in each case if addressed to the parties set forth below:

To the City:

City of Prairie Village
ATTN: City Administrator
City Hall
7700 Mission Road
Prairie Village, KS 66208
Telephone: (913) 381-6464
Facsimile: (913) 381-7755

With a copy to:

David E. Waters
Lathrop GPM LLP
10851 Mastin
Suite 1000
Overland Park, KS 66210
Telephone: (913) 451-5100
Facsimile: (913) 451-0875

To the Developer:

MB-18, LLC
4900 Main Street, Suite 400
Kansas City, MO 64112

With a copy to:

Marc Abbott, Esq.
Polsinelli, PC
900 W. 48th Place, Suite 900
Kansas City, Missouri 64112
Telephone: (816) 753-1000
Facsimile: (816) 753-1536

All notices given by fax or personal delivery, followed up by regular United States mail, shall be deemed duly given one business day after they are so delivered.

Section 8.15 Entire Agreement. Together with the Exhibits hereto, this Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes and replaces all prior oral or written agreements concerning the subject matter hereof.

Section 8.16 Tax Implications. The Developer acknowledges and agrees that (a) neither the City nor any of its officials, employees, consultants, attorneys or other agents has provided to Developer any advice regarding the federal or state income tax implications or consequences of this Agreement, and the transactions contemplated hereby, and (b) the Developer is relying solely upon its own tax advisors in this regard.

Section 8.17 Survivorship. Notwithstanding the termination of this Agreement, the Developer's obligations set out in **Section 7.01** shall survive the termination of this Agreement.

Section 8.18 Incorporation of Exhibits. The Exhibits attached hereto and incorporated herein by reference are a part of this Agreement to the same extent as if fully set forth herein.

Section 8.19 Applicable Laws and Requirements. The parties acknowledge and agree that the ability of the City to enter into and perform this Agreement is subject to the Applicable Laws and Requirements.

Section 8.20 Non-liability of Officials, Employees and Agents of the City. No recourse shall be had for any claim based thereon or upon any representation, obligation, covenant or agreement contained in this Agreement against any past, present or future official, officer, employee or agent of the City, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officials, officers, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement.

Section 8.21 Run with the Land. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, successors and assigns and shall run with the land. The parties shall record a Memorandum of Agreement describing this Agreement in the land records of Johnson County, Kansas.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the City and the Developer have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

CITY OF PRAIRIE VILLAGE, KANSAS

Eric Mikkelson, Mayor

ATTEST:

Adam Geffert, City Clerk

APPROVED AS TO FORM:

David E. Waters, City Attorney

DEVELOPER:

**MB-18, LLC,
a Kansas limited liability company**

By:_____

Printed Name:_____

Title:_____

EXHIBIT A**DISTRICT AND PROJECT AREA LEGAL DESCRIPTIONS**

The following property located in Johnson County, Prairie Village, Kansas:

Park and Village Project Area:

LOTS 1 THROUGH 12, INCLUSIVE, AND LOT A, EXCEPT THE SOUTH 10 FEET THEREOF, BLOCK B, MEADOWBROOK ACRES, A SUBDIVISION IN THE CITY OF PRAIRIE VILLAGE, JOHNSON COUNTY, KANSAS;

AND ALL OF THE SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION THIRTY-THREE (33) TOWNSHIP TWELVE (12) RANGE TWENTY-FIVE (25) IN THE CITY OF PRAIRIE VILLAGE, JOHNSON COUNTY, KANSAS, EXCEPT THAT PART PLATTED AS MEADOWBROOK ACRES; AND EXCEPT THE SOUTH 40 FEET THEREOF IN 95TH STREET; AND EXCEPT THE WEST 30 FEET THEREOF IN NALL AVENUE;

AND EXCEPT A TRACT DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 12 SOUTH, RANGE 25 EAST, JOHNSON COUNTY, KANSAS; THENCE NORTH 0° 00' 00" EAST ALONG THE WEST LINE OF SAID SECTION 33, A DISTANCE OF 700.00 FEET TO A POINT; THENCE SOUTH 83° 50' 00" EAST A DISTANCE OF 1,030.00 FEET TO A POINT; THENCE SOUTH 65° 35' 00" EAST, A DISTANCE OF 375.00 FEET TO A POINT; THENCE SOUTH 0° 00' 00" WEST, A DISTANCE OF 429.24 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 33; THENCE SOUTH 89° 47' 09" WEST ALONG THE SOUTH LINE OF SAID SECTION 33 A DISTANCE OF 1,365.51 FEET TO THE PLACE OF BEGINNING;

AND EXCEPT A TRACT DESCRIBED AS FOLLOWS: ALL THAT PART OF THE SOUTHWEST ¼ OF SECTION 33, TOWNSHIP 12 SOUTH, RANGE 25 EAST, NOW IN THE CITY OF PRAIRIE VILLAGE, JOHNSON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST ¼ OF SAID SECTION 33, THENCE SOUTH 89° 47' 09" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST ¼ OF SECTION 33, A DISTANCE OF 676.70 FEET, TO THE TRUE POINT OF BEGINNING OF SUBJECT TRACT; THENCE CONTINUING SOUTH 89° 47' 09" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 33, A DISTANCE OF 605 FEET; THENCE NORTH 0° 00' 00" EAST, A DISTANCE OF 240 FEET; THENCE NORTH 89° 47' 09" EAST ALONG A LINE PARALLEL TO THE SOUTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 33, A DISTANCE OF 490 FEET; THENCE SOUTH 25° 38' 32" EAST, A DISTANCE OF 265.74 FEET TO THE TRUE POINT OF BEGINNING OF SUBJECT TRACT;

ALSO: A PART OF THE NORTHWEST ¼ OF SECTION 33, TOWNSHIP 12, RANGE 25, JOHNSON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE AND 88.86 FEET EAST OF THE SOUTHWEST CORNER OF THE NORTHWEST ¼ OF SAID SECTION 33; THENCE NORTH 75° EAST, ALONG THE SOUTH LINE OF SOMERSET DRIVE, AS ESTABLISHED BY THE PLAT OF WEST RIDING, A SUBDIVISION OF LAND NOW IN THE CITY OF PRAIRIE VILLAGE, JOHNSON COUNTY, KANSAS, A DISTANCE OF 454.01 FEET, TO A POINT OF CURVATURE; THENCE NORTHEASTERLY, ALONG THE SOUTH LINE OF SAID SOMERSET DRIVE, SAID SOUTH LINE BEING ON A CURVE TO THE LEFT HAVING A RADIUS OF 640 FEET, A DISTANCE OF 176.13 FEET; THENCE SOUTH 11° 43' 23" EAST, A DISTANCE OF 183.42 FEET, TO A POINT ON THE SOUTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 33; THENCE SOUTH 89° 26' 38" WEST,

ALONG THE SOUTH LINE OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 33, A DISTANCE OF 637.59 FEET, TO THE POINT OF BEGINNING.

Commercial Project Area:

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 12 SOUTH, RANGE 25 EAST, IN THE CITY OF PRAIRIE VILLAGE, JOHNSON COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 33; THENCE N $2^{\circ}06'14''$ W, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 700.00 FEET; THENCE S $85^{\circ}56'14''$ E, A DISTANCE OF 1029.95 FEET; THENCE S $67^{\circ}41'14''$ E, A DISTANCE OF 375.00 FEET; THENCE S $02^{\circ}06'14''$ E, A DISTANCE OF 189.07 FEET; THENCE N $87^{\circ}40'29''$ E, A DISTANCE OF 490.00 FEET; THENCE S $27^{\circ}45'12''$ E, A DISTANCE OF 265.74 FEET; TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33; THENCE S $87^{\circ}40'29''$ W, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 1970.54 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART IN ROADS, CONTAINING 22.1018 GROSS ACRES, MORE OR LESS.

EXHIBIT B
DISTRICT AND PROJECT AREA MAP

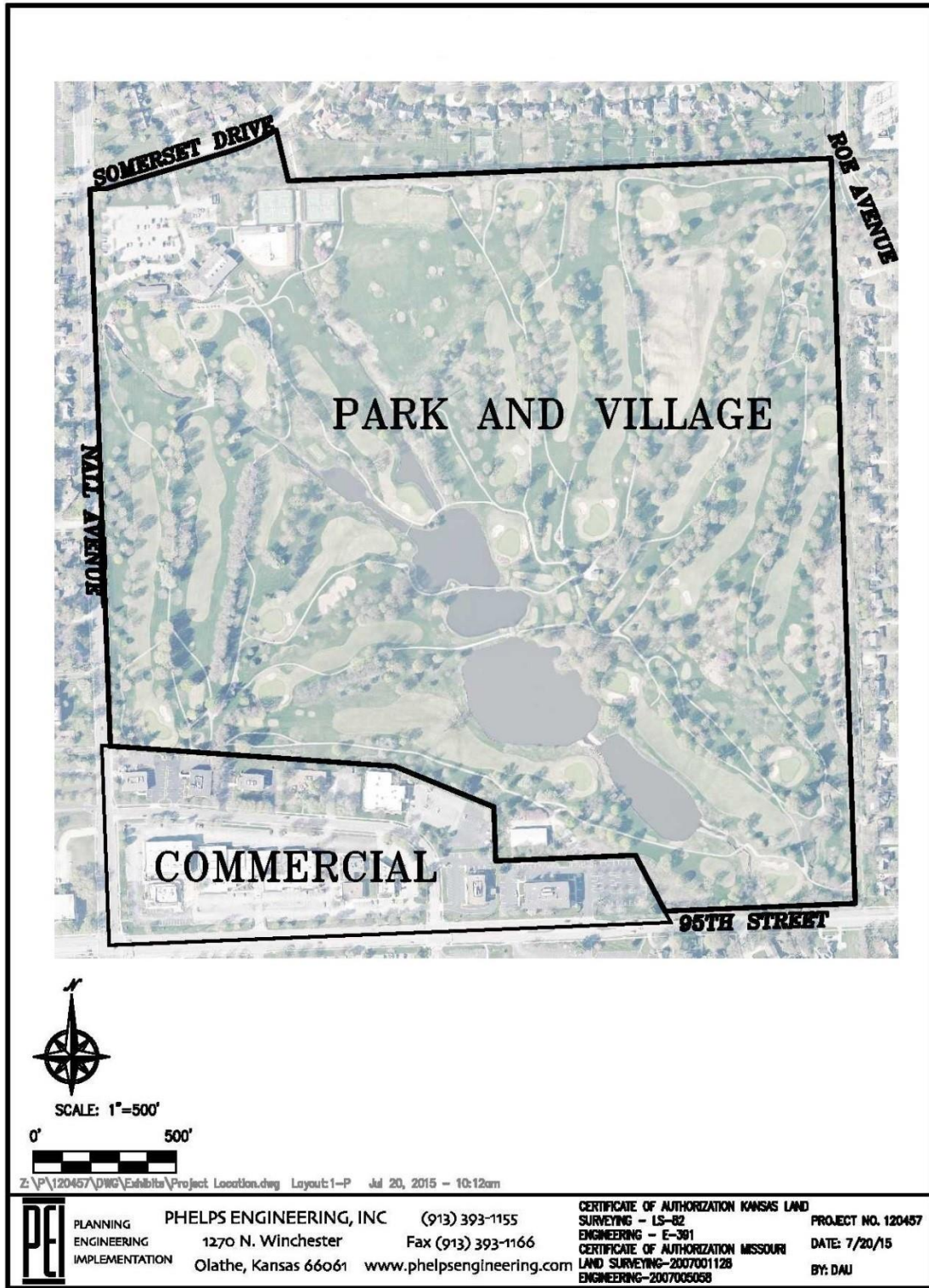


EXHIBIT C
PARK PROJECT BUDGET

EXHIBIT D
FINAL PLAT AND FINAL DEVELOPMENT PLAN

EXHIBIT E
PROJECT SCHEDULE

EXHIBIT F

CERTIFICATE OF SUBSTANTIAL COMPLETION

Pursuant to **Section 3.02(C)** of the AMENDED AND RESTATED DEVELOPMENT AGREEMENT ("Agreement") between the CITY OF PRAIRIE VILLAGE, KANSAS ("City") and MB-18, LLC ("Developer"), the Developer [Townhomes Developer] [Senior Facility Developer] hereby certifies to the City as follows:

1. That as of _____, 20__, the **Private Development Site Improvement Work** as to the [Townhomes Site] [Senior Facility Site] has been substantially completed in accordance with the Agreement.

2. This Certificate of Substantial Completion is being issued by the Developer [Townhomes Developer] [Senior Facility Developer] to the City in accordance with the Agreement to evidence the Developer's [Townhomes Developer's] [Senior Facility Developer's] satisfaction of Developer's [Townhomes Developer's] [Senior Facility Developer's] covenant to construct the **Private Development Site Improvement Work** as to the [Townhomes Site] [Senior Facility Site], and to evidence completion of same.

3. The City's acceptance of this Certificate shall evidence the satisfaction of the Developer's [Townhomes Developer's] [Senior Facility Developer's] covenant to construct the **Private Development Site Improvement Work** as to the [Townhomes Site] [Senior Facility Site], and shall evidence completion of same.

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this ____ day of _____, 20_____.

MB-18, LLC
[Townhomes Developer]
[Senior Facility Developer]

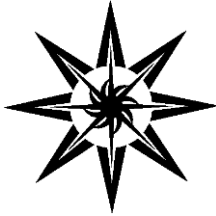
By: _____
Title: _____

Approved this ____ day of _____, 20____

CITY OF PRAIRIE VILLAGE

By: _____
City Administrator

EXHIBIT G
PARK MASTER PLAN



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: October 18, 2021
Council Meeting Date: November 1, 2021

COU2021-77

CONSIDER INSTALLATION OF STOP SIGNS AT THE INTERSECTION OF 74TH STREET AND VILLAGE DRIVE

RECOMMENDATION

Move to approve the installation of stop signs at the intersection of 74th Street and Village Drive

BACKGROUND

Currently the intersection of 74th Street and Village Drive has two stop signs located on the Village Drive approaches to the intersection. It was requested to consider making this intersection a 4 way stop. TranSystems, the City's traffic engineering consultant, evaluated the area and intersection and determined it would be acceptable to install the additional 2 stop signs on 74th Street. The TranSystems study is attached. City Council approval is necessary to install stop signs which are regulatory signs. The Police Department has reviewed the TranSystems study and agrees with the installation of the stop signs.

FUNDING SOURCE

Costs for the signs will come from the Public Works Operations Budget.

ATTACHMENTS

TranSystems Study

PREPARED BY

Keith Bredehoeft, Public Works Director

October 13, 2021

Memorandum

2400 Pershing Road
Suite 400
Kansas City, MO 64108
Tel 816 329 8600
Fax 816 329 8601

www.transystems.com

To: Keith Bredehoeft, PE
Public Works Director
7700 Mission Road
Prairie Village, Kansas 66208

From: Jeff Wilke, PE, PTOE

Date: October 13, 2021

TranSystems Project No.: PI01210283

Subject: 74th Street and Village Drive Intersection Review

In accordance with your request, TranSystems has completed the following review of the 74th Street and Village Drive intersection in Prairie Village, Kansas. In general, the purpose of this study is to review the existing intersection and determine if the temporary multi-way stop sign control should become a permanent installation. Our review is based on the procedures outlined in the Manual on Uniform Traffic Control Devices (MUTCD), the Federal Highway Administration reference, adopted as the standard governing the use of traffic control devices in the State of Kansas. Our findings are summarized in this memorandum.

The intersection of 74th Street and Village Drive was previously controlled with stop signs only on the Village Drive approaches. Currently, the intersection is operating with multi-way stop sign control. Stop signs have been temporarily installed for the 74th Street approaches due to construction of a new home in the southeast corner of the intersection. Construction fencing has been installed close to the roadway, which limits sight lines for drivers at the intersection.

It is understandable why stop signs are installed for Village Drive, given that it is roughly the midpoint of an otherwise uncontrolled street segment. A case could also be made that it would be appropriate to stop 74th Street on a permanent basis, as it is also a through street in the area. Further, with the vertical grade change to the low water crossing west of the intersection, it is the tendency of driver on 74th Street to slow and use caution in this area. The MUTCD states that consideration should be given to controlling the direction that has obscured vision, dips, or bumps which already require drivers to use lower operating speeds.

Traffic counts were not conducted at this intersection, as it is generally a low volume intersection of two neighborhood streets. Therefore, it is unlikely that the traffic volume or crash experience criteria for multi-way stop control is satisfied. However, the MUTCD states that multi-way stop control may be considered at the intersection of two residential neighborhood through streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection. The MUTCD also states a multi-way stop may be considered at locations where a road user cannot see conflicting traffic after stopping.

Multi-way stop control would enhance safety and operations at the intersection due to sight line limitations such as large tree trunks, bushes, and the vertical grade change on the west leg of the intersection. Therefore, multi-way stop sign control is appropriate at the 74th Street and Village Drive intersection to address sight distance limitations. Stopping 74th Street will also slow westbound traffic that is approaching the low water crossing west of the intersection.

Several signing modifications are needed to make the multi-way stop sign control permanent. Stop signs (MUTCD No. R1-1, size 30" x 30") should be permanently installed for eastbound and westbound traffic on 74th Street at the intersection. The new stop signs should have orange warning flags temporarily installed above the stop sign for at least 90 days to allow drivers to adjust to the change in traffic controls. All Way plaques (MUTCD No. R1-3p, size 18" x 6") should be installed below all four stop signs at the intersection. All new signs should be installed at the MUTCD standard mounting height and lateral offset.

Advance visibility of the new stop sign for eastbound traffic on 74th Street will be restricted by a tree along the south side of the street. To enhance conspicuity a Stop sign is recommended on the left-hand side of the road. A larger 36" x 36" Stop sign is recommended to be installed on the back of the existing 30" x 30" warning sign posted for westbound traffic on the north side of 74th Street just west of Village Drive. The shape of the existing warning sign will obscure the octagon shape of the stop sign unless the larger 36" x 36" size sign is used.

Additionally, the existing stop signs posted on the gates for the low water crossing should be removed. The signs should be replaced with Road Closed signs (MUTCD No. R11-2, size 48" x 30"). The recommended signing is shown on the following page in **Figure 1**.

We have appreciated this opportunity to be of service to the City of Prairie Village. Should you have any questions, please advise.

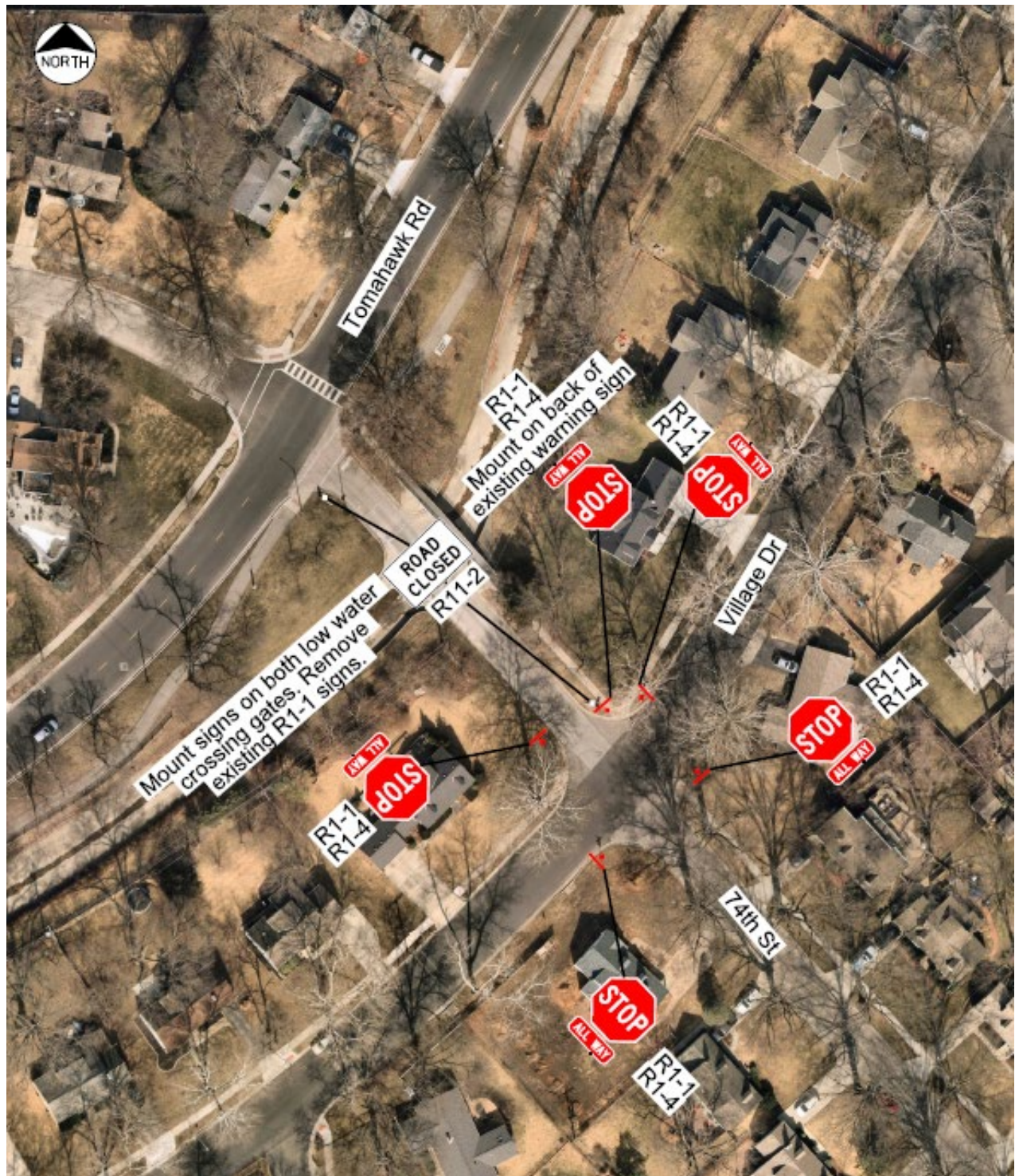


Figure 1 – Recommended Signing for 74th Street and Village Drive

Due to COVID-19 restrictions, some meetings will be held virtually. Please continue to check <http://pvkansas.com> for access details.

MAYOR'S ANNOUNCEMENTS
Monday, October 18, 2021

Diversity Committee	10/20/2021	5:30 p.m.
Environmental Committee	10/27/2021	5:30 p.m.
City Council	11/01/2021	6:00 p.m.
Tree Board	11/03/2021	6:00 p.m.
Planning Commission	11/03/2021	7:00 p.m.
Parks and Recreation	11/10/2021	5:30 p.m.
Arts Council	11/10/2021	5:30 p.m.
Veteran's Day (City offices closed)	11/11/2021	
City Council	11/15/2021	6:00 p.m.

=====

INFORMATIONAL ITEMS
October 18, 2021

1. Parks and Recreation meeting minutes – March 10, 2021
2. Prairie Village Foundation meeting minutes – April 14, 2021
3. Pension Board meeting minutes – April 15, 2021
4. Planning Commission meeting minutes – September 14, 2021
5. Arts Council meeting minutes – September 15, 2021
6. Consolidated Fire District #2 - third quarter activity report

PARKS AND RECREATION COMMITTEE

5:30 p.m., March 10, 2021

Zoom

AGENDA

In attendance: Chair Tucker Poling, Vice Chair Terrence Gallagher, Carey Bickford, Cher Brownback, Matt Geary, Jerry Lonergan, Randy Knight, Diane Mares, Matt Moeder, Lauren Ozburn, Lauren Wolf, City staff: Meghan Buum, James Carney

Public Participation

None

Reports

1. Chairperson's Report
 - a. Tucker Poling introduced new committee member Lauren Ozburn, who will serve as the new pool rep.
2. Public Works Report
 - a. James Carney stated that pre-emergent is being spread and flowerbed preparation is underway at the parks, pool, islands, and other city property.
 - b. Final pool preparation, upgrades, and repairs are underway at the pool complex in anticipation of opening.
 - c. The skate park will close for reconstruction in early April.
 - d. Mr. Gallagher thanked Public Works for their support of a Boy Scout service project in which they spread mulch in City parks.
3. Recreation Report
 - a. May meeting – Meghan Buum reported that the May meeting will be a parks tour to start working through a review of the previous parks maintenance plan from 2017, and the development of the next version. The parks improvement plan needs to come after all-inclusive play/Taliaferro so the committee will begin the process in May, and continue discussion at the fall meetings.
 - b. Parks updates:
 - i. Harmon Park – Ms. Buum reported that a contract with BBN will be before the City Council on Monday, March 15. Because this is Prairie Village's first all-inclusive playset, BBN's scope includes items staff doesn't usually employ during design including gathering information on 5 existing inclusive playgrounds in the metro area and participate in a tour of these sites with stakeholders, soliciting a selected group of vendors for inclusive elements that they represent but that may not be included on the tour to ensure PV staff and stakeholders are seeing a

well-rounded display of what is available to us for this playset.

BBN will also assist with the site layout, public engagement, concept direction based on public feedback and of course final design of the site items including the parking lot and the practice tennis courts.

- ii. Windsor Park – Ms. Buum reported that Windsor Park is slated for several improvements in 2021 including the extension of the trails to the south of the tennis courts, and refurbishment of the tennis courts. The committee discussed possible trail connectivity to 71st Street and Mission Road. Ms. Buum reported that it has been looked at and would have to be done in conjunction with the private property owner.

Ms. Buum shared a proposed plan to convert half of the Windsor Park tennis court into four Pickleball courts during the refurbishment project scheduled to take place this summer. The committee expressed support for the proposal due to the success of Pickleball in other areas of the city, and a lack of dedicated courts versus those shared with tennis courts.

The permanent restrooms at Windsor Park will be a 2022 project.

- iii. Taliaferro Park – Ms. Buum shared that Melissa Prenger with Public Works putting out a COVID safe “public meeting” soon via Survey Monkey – it will be promoted on the website and social media, as well as by signs in the park with a QR code to take them directly to the survey and will also have a mail in option for those are less inclined to use technology. Park users will be able to weigh in on shelter size, shape, and restroom color scheme. Ms. Buum shared slides with the various options. The project is scheduled to break ground in the fall.

c. Pool Update

- i. Facility: The pool manager has proposed a mural on the concrete wall in front of the pool house. Ms. Buum shared a photo of the location. Preliminary conversations have been held with Public Works and the Arts Council. The Arts Council is interested in a partnership and is willing to take the lead on this item. There is also an opportunity to include the Diversity Committee, whether that be through the content of the mural or by hiring a diverse artist. Representatives from the Parks & Recreation Committee, Diversity Committee, and Arts Council could collaborate on this item. Exact funding and logistics still need to be coordinated. The Parks and Recreation Committee unanimously supported moving forward with the project.

- ii. Hiring: Ms. Buum shared that the manager is still seeking a head and assistant dive team coaches and an additional assistant swim coach. Operations attendant positions have been filled. Approximately half the needed lifeguards have been hired. This is the biggest hole right now in terms of opening. The Johnson County Health Department indicated that lifeguard training should continue, and our first modified training was successfully held which was a major hurdle last year.

Ms. Buum recommend a noon opening for all pools to as a way to capture 15-year-old lifeguards. Currently, all other Johnson County cities hire guards at age 15, and the American Red Cross trains guards at age 15. Lauren Ozburn stated her support of lowering the age to 15 as those “early entry” guards typically return year after year, bolstering the hiring process in the long term. The committee discussed and approved a

- iii. Alternate opening plan: Ms. Buum outlined various components of the hurdles that City staff is working through as they move towards opening the pool in 2021.
 - 1. Physical Environment –Area pools save received word from the Johnson County Department of Health that it appears we will be starting with similar restrictions as last year. Everything is fluid and the closer the vaccination rate gets to 100% the more likely restrictions will relax.
 - 2. Complex capacity – Social distancing will still be a key component. The industry standard is 36 square feet/person – for a complex of our size, that would be wildly more people than we ever have attend the pool in a given day, let alone a certain block of time; staff is still carving out the right capacity limit.
 - 3. Mass gathering plan – The County is requiring a mass gathering plan for gatherings of over 50 people, which will cover items like:
 - a. Deck configuration – deck chairs will be grouped in pairs distanced from one another. Towels can be spread in the grass hill for additional space.
 - b. Masks – required on the deck and in all areas outside of the water.
 - c. Deck management – Lifeguards can only lifeguard. Operations staff and managers will circulate the deck, count patrons, clean, etc.
 - d. Cleaning procedures – peer cities who opened last year indicated that the majority could be completed during the course of a normal work day, without a mid-day closure.
 - e. Signage
 - f. Sanitation stations
 - g. Adjustments to locker rooms/restrooms

- h. Seasonal passes and/or reservations structure – currently hoping to proceed as normal but
4. Ms. Buum is planning to give an update to the Governing Body at the April 5 City Council Meeting and hopes that seasonal passes will be on sale beginning April 19.
The Committee discussed and voted unanimously to support a revised opening plan for the 2021 season.
- iv. Other programs – Ms. Buum reported that Johnson County Parks & Recreation District will hold youth tennis lessons at Harmon Park and the Junior Tennis League will take place as usual this summer. The Johnson County Swim and Dive League is planning to move forward, however the meet structure will be determined based on gathering restrictions

Consent Agenda

1. Minutes from January 10, 2021 – Matt Geary moved to approve the minutes.
Council Member Poling seconded the motion and it passed unanimously.

Old Business

None

New Business

1. Smoking in city parks – Council Member Inga Selders presented information on a proposed smoking ban in City parks. She was approached by a constituent and is in support of the idea. Council Member Poling stated that there are multiple paths to accomplish this – a simple park rule or an ordinance. Carey Bickford and Lauren Wolf stated their belief that this is unnecessary based on their observation and experience in the parks. The remaining committee members spoke in favor. Matt Geary stated that while an ordinance may be better for enforcement, he doesn't believe a recalcitrant smoker would follow either option so a simple rule might be best. Matt Moeder expressed surprise that the city didn't already have this in place and referenced a recent Roeland Park survey in which 72% of respondents were in favor of the ban. Jerry Lonergan expressed that this would be a positive statement by the city. Carey Bickford amended her comments to support a simple rule with signage and education. The committee voted 9-1 in favor of a new rule banning tobacco products in the parks, with Lauren Wolf in opposition.

Information Items

Meeting Schedule

- May 12, 2021
- September 8, 2021
- October 13, 2021
- November 10, 2021

Adjournment

**The Prairie Village Foundation
Members Meeting
April 14, 2021; 10:00 a.m. via Zoom**

In attendance: Ann Lilak, Eric Mikkelson, Bonnie Limbird, Laura Wassmer, Marianne Noll, Cathy Groves, Marcia Jacobs, Terrence Gallagher, Susan Bruce, Wes Jordan; Staff: Meghan Buum

1. Welcome and Introduction of New Board

Ann Lilak

Ann Lilak welcomed members to the meeting and shared the slate of members.

Mikkelson	Eric	Mayor
Poling	Tucker	Park & Rec Rep
Limbird	Bonnie	Arts Council Rep
Gallagher	Terrence	City Council Rep
Wassmer	Laura	Resident At Large
Groves	Cathy	Resident At Large
Jacobs	Marcia	
Lilak	Ann	
Bruce	Susan	
Terrill	Nikol	
Noll	Marianne	
Jordan	Wes	City Administrator/Treasurer
Vacant		(presidential appointee)

2. Election of Members as Directors

Ann Lilak

Laura Wassmer moved to elect the slated members as the Board of Directors. Marcia Jacobs seconded the motion and it was approved unanimously.

3. Nomination and Election of Officers

Ann Lilak

Noll	Marianne	President
Wassmer	Laura	Vice President
Jordan	Wes	City Administrator/Treasurer
Buum	Meghan	Secretary

Marcia Jacobs moved to elect the slated officers as outlined. Bonnie Limbird seconded the motion and it was approved unanimously.

**The Prairie Village Foundation
Board of Directors' Meeting
April 14, 2021; 10:00 a.m. via Zoom**

In attendance: Ann Lilak, Eric Mikkelson, Bonnie Limbird, Laura Wassmer, Marianne Noll, Cathy Groves, Marcia Jacobs, Terrence Gallagher, Susan Bruce, Wes Jordan; Staff: Meghan Buum

- 1. Approval of November 2020 Meeting Minutes** **Ann Lilak**
Marcia Jacobs moved to approve the November 10, 2020 meeting minutes. Terrence Gallagher seconded the motion and it passed unanimously.

- 2. Financial Report** **Ann Lilak**
Marianne Noll asked about the balance of Shop With a Cop. Meghan Buum responded that she would discuss with the Police Department to see if funds were properly coded. Laura Wassmer asked how much was raised during the holiday giving season. Ms. Lilak responded that it was approximately \$22,000. Bonnie Limbird asked how it compared to previous years. Ms. Lilak responded that it usually ranged between \$6,000 - \$10,000.

Laura Wassmer moved to approve the financial report. Marcia Jacobs seconded the motion and it passed unanimously.

- 3. Budget Approval for Other PV City Events** **Meghan Buum**
Meghan Buum reported that several years ago, a gap in funding approval was identified for committees who receive dual funding through the foundation and City Council, which include VillageFest, JazzFest, and Arts Council. The budgets for those committees were included in the packet. These budgets are based off a return to in person events in 2022. They will still be subject to staff approval should events scopes change.

Eric Mikkelson moved to approve the committee budgets. Marcia Jacobs seconded the motion and it passed unanimously.

- 4. Update on Giving** **Ann Lilak**
Ms. Lilak outlined her giving recommendations based on the current budget totals per the conversation regarding the financial report. The board discussed waiving the 80/20 donation practice from the Holiday Tree Fund to be able to accommodate a request for support later in the year should the need arise. Mr. Jordan outlined how the American Rescue Act for COVID may impact some of these suggestions, such as rental assistance.

Marcia Jacobs moved to approve the suggested donations as follows.

Organization	Amount
Shawnee Mission Cares Fund	\$2,000
Johnson County Human Services (Utility Assistance)	\$1,000
Johnson County Human Services (Rental Assistance)	\$3,000
Village Presbyterian Food/Clothing Pantry	\$500
Johnson County Area Agency on Aging (Meals on Wheels)	\$500

Johnson County Christmas Bureau	\$500
Asbury United Methodist Food Pantry	\$500
Catholic Charities Food Pantry	\$500
St. Ann Angel Fund	\$500
Nall Avenue Baptist Church Food Pantry	\$500
Lutheran Church of the Resurrection (Saturday's Miracle)	\$500
TOTAL SPENT:	\$10,000

Laura Wassmer seconded the motion and it passed unanimously.

5. Back to School with a Firefighter

Ann Lilak

Ms. Lilak shared that the Back to School event may be facing challenges and changes due to COVID-19 again this year, but expects something more typical. She outlined a budget based on serving 10 children with \$3,000 from the general fund. Ms. Wassmer asked about the possibility of the Fire Board or the Union contributing to the cause, Marianne Noll and Marcia Jacobs will look into it further.

Laura Wassmer moved to approve the budget as outlined. Eric Mikkelsen seconded the motion and it passed unanimously.

6. Reports on Past Events

Ann Lilak

Mayor's Holiday Tree—Marianne Noll reported that the virtual event held in 2020 was very successful but looks forward to a return to an in person event in 2021. Mayor Mikkelsen thanked Marianne for her innovation. Susan Bruce complimented the new Foundation banners along Mission Road that were displayed during the winter months.

Gingerbread House Party – The event was not held in 2020 due to COVID 19.

Shop with a Cop—Ms. Lilak reported that the event was held in a modified fashion due to COVID. She recognized Jennifer Wright, Executive Assistant for the Prairie Village Police Department, for her hard work on the event.

2021 Foundation Event Committees – Ms. Lilak encouraged members to get involved in the planning of these important events. Mayor Mikkelsen reminded the board that the purpose is to be a working committee to support our Foundation leadership, and he appreciated members' service to making our mission happen both financially and through volunteerism. Terrence Gallagher volunteered to take on the Gingerbread House event, Laura Wassmer volunteered to support Shop with a Firefighter, and Cathy Groves will support the Tree Lighting.

7. Other

Marianne and the committee recognized Ann's contributions to the committee over the last decade.

Meeting adjourned at 11:25



**Pension Board of Trustees
Special Meeting Minutes
Thursday, April 15, 2021 – Zoom Meeting**

The Pension Board met on April 15, 2021 at 2:00 p.m. via zoom. Members present were Jim Whittier, Dan Runion, and Capt. Ivan Washington. The following people were also present in their advisory role to the Committee: Wes Jordan, City Administrator, Jamie Robichaud, Deputy City Administrator, Nicole Lee, Finance Director, Cindy Volanti, HR Manager, Mayor Eric Mikkelsen, and Jeff White, Columbia Capital.

Prior to the agenda items, Board Trustee Jim Whittier clarified for purposes of the minutes that he represents the Pension Board as a citizens' representative of both Prairie Village and Mission Hills.

Board Trustee Dan Runion expressed the expectation of the meeting is to listen to the presentation and then vote if this presentation shall be moved forward to the full City Council for consideration.

Consider Pension Obligation Bond and Interest Presentation

Jeff White, the City's Financial Advisor with Columbia Capital, explained that the Pension Board chair approached him in late March about the potential to use of pension bonds to extinguish some or all of the Plan's unfunded actuarial liability (UAL). He said that the purpose of the presentation is to brief the pension board regarding the risks and benefits of using pension bonds generally, and for the City of Prairie Village's Police Pension plan specifically.

Mr. White explained that as of January 1, 2021, the plan's assets were approximately worth \$17 million in market value, and the unfunded actuarial liability of the plan (as of January 1, 2022) was estimated to be \$4.55 million. The actuarial rate is 7.25% and the funded ratio of the plan as of January 1, 2021 is 78%.

Mr. White went on to explain that he was asked to look at refunding a portion of the \$4.55 million in unfunded actuarial liability with taxable bonds, which would require the City to issue general obligation bonds to "refund" a portion of the unfunded actuarial liability. The debt service on the bonds would then be paid from the City's general fund. In effect, issuing these bonds exchanges the annual funding of the unfunded actuarial liability at the actuarial rate of 7.25% for bonded debt at an assumed rate of 3.00%. Mr. White explained that issuing the GO bonds for the full UAL of \$4.5 million could possibly produce an annual budgetary savings of \$106,000.

Mr. White explained that most plans using pension bonds do not fully fund their UAL with bonds. By issuing the bonds, the Board would essentially convert a 7.25% for the portion of the UAL funded to a lower-cost liability in the form of bond debt service. Mr.

White added that Pension bonds do not prevent the future creation of UALs due to actuarial or method changes, changes in plan provisions, actuarial experience different from what was assumed, or investment performance on the refunded UAL that does not exceed the all-in rate on the bonds.

In explaining the key risks associated with issuing the bonds, Mr. White said that it's possible that if the bond proceeds deposited into the Plan do not produce a return at least equal to the borrowing cost on the bonds, the City's financial obligations will actually increase (it will be paying both debt service on the pension bonds and a new amortization layer of UAL payments to cover the negative amortization). He also added that issuing bonds for the Plan reduces the City's borrowing capacity for other projects at its current bond ratings.

Mr. White ended his presentation with the pros and cons of proceeding with pension obligation bonds. For reasons to proceed, Mr. White explained that given current returns on risk-free assets, it could be very challenging for the Plan to meet or exceed a 7.25% annual return target in the short-to mid-term, potentially increasing the City's UAL and contribution rates. The City's taxable borrowing rates are also currently low enough that the likelihood of the Plan producing a return equal/greater than the bonds' cost of borrowing are better than 50/50. For reasons not to proceed, Mr. White said that if the pension bond does not meet expectations, the City's costs could actually increase because of the bonds. He added that a significant one-time deposit into the Plan can create investment challenges in current markets and that the City's borrowing capacity for other projects will be reduced.

Capt. Washington asked if there are other municipalities that have used pension obligation bonds to refund UAL. Mr. White stated there has been an increasing interest among cities.

Mr. Runion asked the Board if they wished to recommend that this presentation be shared with the City Council for consideration. Mr. Runion then made motion to have Mr. White present to the City Council.

Mr. Whittier stated that he sees the pension fund as performing well at 78% funded and questions whether there is a need to issue the bonds.

Capt. Washington stated the Pension Board has always taken a conservative approach and the presentation identifies taking on an increased risk with a bond issuance. He believes the plan is healthy and does not see the need to take on the added risk.

Mr. Runion asked again whether there was a second to have the presentation presented to City Council.

Jim Whittier asked where the City of Mission Hills stands in this subject and wondered whether they would be involved in the presentation to the City Council and share in the

liability of the bonds. He said he would like to hear from City legal counsel on the legality of this issue and how Mission Hills is involved.

Capt. Washington reiterated he does not want to make a recommendation to move the presentation forward to the City Council due to the increased risk to the Plan by issuing the bonds.

Mr. Runion asked if there was a second to the motion. The motion died for lack of a second.

Approval of Minutes from January 14, 2021 Meeting

Mr. Runion moved to approve the March 18, 2021 meeting minutes. Jim Whittier asked to make a modification to reflect he is a community representative of both cities of Mission Hills and Prairie Village. Mr. Runion moved to approve the minutes as modified. Mr. Whittier seconded. The motion was approved unanimously.

Adjournment

Mr. Runion moved to adjourn. Jim Whittier seconded the motion. The motion was approved unanimously and the meeting was adjourned at 2:37 p.m.

A full video recording of this meeting is available at:

<https://www.pvkansas.com/governing-body/city-council/city-council-meeting-streaming>

PLANNING COMMISSION MINUTES SEPTEMBER 14, 2021

ROLL CALL

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, September 14, 2021 at 7:08 p.m. Due to the COVID-19 pandemic, Commission members attended a virtual meeting via the Zoom software platform. Chair Greg Wolf called the meeting to order at 7:08 p.m. with the following members present: Jonathan Birkel, James Breneman, Patrick Lenahan, Melissa Brown, Nancy Wallerstein and Jeffrey Valentino.

The following individuals were present via Zoom in their advisory capacity to the Planning Commission: Chris Brewster, Gould Evans; Jamie Robichaud, Deputy City Administrator; Ron Nelson, Council Liaison; Adam Geffert, City Clerk/Planning Commission Secretary.

APPROVAL OF MINUTES

Mrs. Wallerstein moved for the approval of the minutes of the August 3, 2021 regular Planning Commission meeting. Mr. Lenahan seconded the motion, which passed 5-0, with Mr. Wolf and Mr. Valentino in abstention.

PUBLIC HEARINGS

None

NON-PUBLIC HEARINGS

PC2021-117 Final Development Plan Application
Meadowbrook Shopping Center
5300 W. 95th Street
Zoning: CP-1
Applicant: Patrick Reuter, Klover Architects

Mr. Brewster stated that the applicant was requesting approval of a final development plan to allow for the partial tear down of an existing building, construction of a new two-story building, cosmetic changes to all existing buildings, and associated site improvements for the property, which is zoned CP-1, planned restricted business. The primary use for the new building will be a childcare center, and the remaining tenant spaces will be unchanged as to their general uses (retail, service and office uses).

Mr. Brewster noted that the Planning Commission recommended approval of the preliminary development plan after a hearing on August 3, 2021, and that the City Council

unanimously accepted the recommendation for approval of the plan with the following associated conditions on September 7, 2021:

1. Prior to building permits, the landscape plan be amended and approved by staff with the following changes:
 - a. Street trees on 94th Terrace be coordinated with the options and direction on on-street parking in condition #2 below. Since the applicant has chosen to forego the on-street parking, the implementation of the streetscape improvements should be included on a final landscape plan and will be coordinated with City staff.
 - b. Additional shrubs or perennial plants be allocated to the four trash enclosure areas on W. 94th Terrace.
 - c. Eight street trees (or acceptable alternates) be added to the 95th Street frontage, along with preserving the five existing street trees.
 - d. Approximately 65 to 70 shrubs be added to the parking perimeter along 95th Street, along with preserving the existing shrubs at the entry.
2. On-street parking on 94th Terrace is subject to further review and approval by Public Works, and three alternative options should be considered:
 - a. Use striping for on-street parking on the south side within existing curb and sidewalk configurations and supplement with additional street trees;
 - b. Use striping for on-street parking on the south side within the existing curb configuration, but relocate the sidewalk with a wider landscape median and plant new street trees; or
 - c. Forego on-street parking at this time.

Mr. Brewster noted that the applicant had removed the proposed on-street parking along the south side of 94th Terrace.

3. Public works approves any required drainage study and/or a drainage permit in association with the work prior to building permits being issued.

Mr. Brewster said that the final development plan showed a reduction in impervious surfaces at the site.

4. Signs included in this plan are conceptual; any future signs are subject to sign permits and otherwise need to meet City sign standards applicable to this property.
5. The Planning Commission approval of the final development plan is conditioned upon the subsequent final approval of the revised preliminary development plan by the City Council.

Mr. Brewster added that the final plan was consistent with the approved preliminary plan and met all conditions of the preliminary plan. He recommended that the final

development plan be approved, subject to the conditions of the preliminary development plan and two additional conditions:

- A. A landscape plan be submitted and reviewed by staff prior to the issuance of building permits that documents the recommendations for landscape plan amendments from the preliminary development plan, including the location and number of street trees along 94th Terrace.
- B. Identification of the location and design (specifically the height, materials, and opacity of the fence to be used around the day care building) be submitted prior to the issuance of building permits, demonstrating compliance with the City's fence standards.

The following representatives for the applicant were present at the meeting:

- Patrick Reuter of Klover Architects - 8813 Penrose Lane, Lenexa, KS
- Eric Gonsler of the R.H. Johnson Company - 2215 Brookwood Road, Mission Hills, KS
- John Finnemore of Primrose Schools - 3200 Windy Hill Road, Atlanta, GA

Mr. Reuter shared a circulation plan for daycare traffic, noting that drop-off and pick-up times would be staggered to reduce traffic congestion. He also noted that a single entry for the day care would be accessible on the south side of the building, and a fence would surround the building and playground.

After further discussion, Mr. Lenahan made a motion to approve the final development plan with staff recommendations. Mr. Valentino seconded the motion, which passed 7-0.

OTHER BUSINESS

ADJOURNMENT

With no further business to come before the Commission, Chair Greg Wolf adjourned the meeting at 7:37 p.m.

Adam Geffert
City Clerk/Planning Commission Secretary

PRAIRIE VILLAGE ARTS COUNCIL | MEETING MINUTES
Zoom
Wednesday, September 15, 2021 5:30 PM

BUSINESS MEETING

Terrence Gallagher called the meeting to order at 5:30 after 15 minutes of social time to catch up with one another. Council members present were Trudy Williams, Jessie Cartwright, Kathy Clark, Julie Hassel, Al Guarino, Shelly Trewolla, Sheila Evans, Karin Jones, Lisa Frey, Maddie Kamphaus, Terrence Gallagher, and Nicole Lee.

Jessie Cartwright and Shelia Evans moved and seconded respectively to approve the **Agenda**. The agenda was approved unanimously.

Public Participation none.

Karin Jones moved to approve the **Consent Agenda**. A second is not required for consent agenda. The Consent Agenda was unanimously approved.

Terrence gave a **City Council Update**, including the Budget discussion, Bird Scooter 1 year plan, City Bond and Debt capacity discussion and refinance of current bonds, and the Skate Park. Jessie requested information about plaque on art to include in the next information update.

Current Year Financial Update: Terrence pointed out the new transactions. There was minor discussion regarding lost award checks for one winner and payment completed via Venmo less check cancellation fees.

Old Business: Terrence with Shelia Evans, Kathy Clark, Maddie Kamphaus, and Karin Jones discussed completing KOMA and Committee videos. Requested those members sign the volunteer waiver and return to City Hall ASAP. Copy of said document emailed out during discussion.

Announcement: Jessie shared that the separate JCPRD committee she and Shelly are on for the **JCPRD Art in the Park** sculpture program, the first of which will be in Meadowbrook Park, have worked with their committee to narrow down 150 submissions to 3 and are getting closer to a final selection.

Motion to adjourn the business meeting was presented by Julie Hassel, seconded by Sheila Myers, and the meeting was adjourned at 6:05 PM.

PLANNING COMMITTEE AS A WHOLE

EVENT REPORT

August-September Virtual Art Show - Randall Bennett show is coming to an end. AI will send an email to Bonnie Limbird to request one more Friday email for that show. No sales so far. May include a discount for purchases.

October-November State of The Arts - The call for entries is live. The call closes September 17th. Ada Koch is our juror. As of the meeting, 132 entries had been submitted. She's going to narrow it down to 80. Winning entries will be hung in the gallery this year with October 2nd, 10am as the hanging date.

Break down of previous exhibit will be scheduled for 2-3 days prior to the October 2nd set up of State of the Arts. Several existing displays may get reset elsewhere in the gallery depending upon the size of SOTA pieces. Jessie requested that she be the only one to take down her fiber pieces due to their fragility.

People's Choice Award voting will begin on Oct. 4th. AI will send Bonnie the information on the artworks to go into the voting tool at least one week in advance for set up.

Terrence encouraged our newer members to come to learn how the gallery work is hung up, though this will be a very small show. AI will update the CaFÉ call online. Trudy's daughter is producing a video of the curation of the event for our website.

Future of the Arts - Kathy Clark and Maddie Kamphaus will meet prior to the next meeting to sketch out a plan.

Art at Meadowbrook Shopping Center - Jessie shared that she and Bonnie are meeting with the developer of the soon-to-be renovated **Meadowbrook Shopping Center at 95th & Nall** for two (one permanent and one rotating) sculptures on site.

Art at Meadowbrook Park Visitor partnership, JCPRD - Shelly shared that she, Bonnie, and Trudy are meeting with JCPRD to share displaying art from PV shows at the **Meadowbrook Park Clubhouse gallery space** and manpower to set up.

2022 Getty Virtual Tours - Sheila shared information from a colleague/friend possibly providing PV with free access to online learning opportunities. The Arts Council shared interest and asked Sheila to investigate **February or May** 2022 as options. (May could have a nice Veterans Day component.)

- A docent at the Getty Museum, has graciously agreed to give us a virtual tour entitled, "The Monuments Men." As she states in her tour description: It's no secret that the Nazis confiscated hundreds of thousands of works of art from Jewish families, collectors and dealers. It's also a well-known fact that the Allies were responsible for discovering and rescuing many of these precious paintings, sculptures, and decorative art objects. Some passed directly through the hands of the Monuments Men as they were discovered in the salt mines of Austria, in caves, other buildings, and even at Goring's private summer home. These works were restituted to their owners or family's heirs via different means including the Monuments Men, governments, and museums. Some works found their way back shortly after the war, others took over 50 years to be returned to their rightful owners. Their stories are as fascinating as the objects themselves.

- A Getty Collection Overview Tour. The Getty Museum has a collection that spans over 1000 years. On this tour, you will get a brief introduction to the Getty's architecture and gardens and then, moving into the galleries, you will see some of the highlights of our Museum from various collections including Illuminated Manuscripts, Decorative Arts, Paintings, Sculpture, Drawings and Photography.
- "Artists Did What?" Did you know that Edouard Manet once demanded a duel when he was insulted by an art critic or that Rousseau had a criminal record? A look at the fascinating yet offbeat lives of artists and their works in the Getty Collection.

Karin Jones shared the Nelson-Atkins Museum connection to Monuments Men including the first director of the Nelson (Sickman) was a "monuments men" and a current provenance expert at Nelson who verifies the pieces in the Monuments Men collection.

The price was questioned, and Sheila will confirm, but she believes it will be free to PVAC.

Marketing - Ongoing marketing of current online show and upcoming State of the Arts.

The Planning Committee as a Whole meeting ended around 6:30 PM.

END

Activity Report | 3rd Qtr 2021

In this issue:

- Service Calls Report
- Health and Safety
- Training Report
- Louisiana Deployment
- Community News and Events
- Permitting/Plan Review
- Our CFD2 Team



3rd Quarter 2021	
Calls for Service	591
Emergency Medical Calls	753
Training Hours	2566
PR/Educational Activities	* 12

*Limited due to COVID restrictions

HEALTH AND SAFETY

National Fire Protection Association's Fire Prevention Week Oct 3-9

This year's theme: Learn the Sounds of Fire Safety

Key Messages Include:

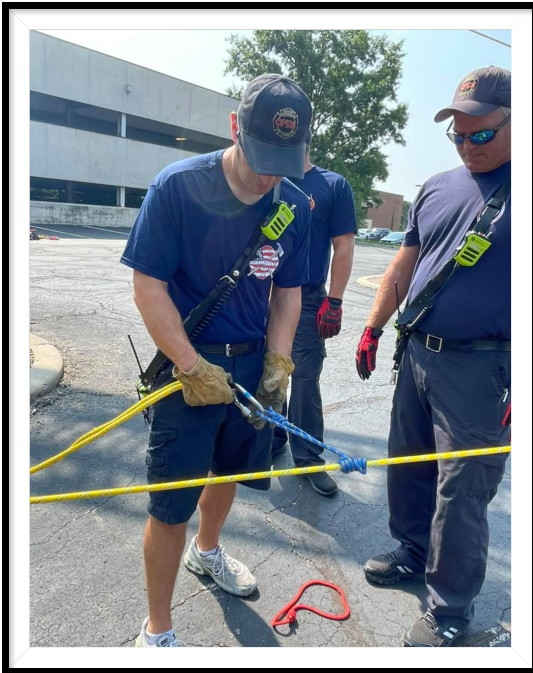
- When a smoke alarm or carbon monoxide (CO) alarm sounds, respond immediately by exiting the home as quickly as possible.
- If your alarm begins to chirp, it may mean that the batteries are running low and need to be replaced. If the alarm continues to chirp after the batteries are replaced or the alarm is more than 10 years old, it should be replaced.
- Test all smoke and CO alarms monthly. Press the test button to make sure the alarm is working.
- If there is someone in your household who is deaf or hard of hearing, install bed shaker and strobe light alarms that will alert that person to fire.
- Know the difference between the sound of a smoke alarm and a CO alarm. Smoke alarms sound three beeps, CO alarms sound four.

Each October, as part of the Fire Prevention Week campaign, CFD2 visits local elementary schools to discuss fire safety with K-2nd grade students.

CFD2 FIRE/EMS TRAINING NEWS

COVID can't slow down training! CFD2 continued to train while taking appropriate precautions. Click on link below for the full report of last quarter's training activities.

Training Report



DEPLOYMENT TO LOUISIANA

Four of our members deployed to Houma LA as part of a Strike Force from Kansas, providing backup Fire/EMS resources in the aftermath of Hurricane Ida. Captain George Stewart, Apparatus Operator James Hansen, Firefighter Blake Rutherford, and Firefighter Jonathan Feters spent 15 days in Houma along with crews from 3 other area departments and one from Wichita. We are thankful for their willingness to step up and help out on very short notice and that they are back home safe. Our thoughts are with the people affected by the destruction caused by the hurricane.



COMMUNITY NEWS and EVENTS

Back to School with a Firefighter

CFD2 partnered with the Prairie Village Foundation again this year to provide area students with assistance in purchasing needed school supplies. Thanks to generous donations to the program, we were able to provide 10 students with gift cards to purchase shoes, clothes and other school supplies.



Thanks to our community partners

We value our great partnerships with the area police departments and other agencies that serve our communities. We recently took the opportunity to stop by and thank some officers with the Prairie Village PD for their support and for their lifesaving measures taken on emergency calls.



PERMITTING and PLAN REVIEW

Any commercial work done within the CFD2 Fire District involving new building construction, tenant finishes, installation of new or modification of existing fire sprinkler systems, fire alarm systems and/or commercial cooking suppression systems requires the issuance of a permit by CFD2. Plans are reviewed by the Fire Marshal based upon the fire code adopted in the city in which the work is being performed. Following permitting, CFD2 personnel conduct the appropriate inspections through the completion of the project.

25 permits were issued July - Sept 2021

Below is a sample of the various new business final inspections recently completed.

- Nekter Juice Bar - 4061 W 83rd
- Sopra Salon - 4071 W 83rd
- Scissors and Scotch - 4111 W 83rd
- Hunter Family Vision - 4109 W 83rd
- Club Pilates - 4059 W 83rd
- Kitch Meals - 4113 W 83rd
- Simplicity Laser - 3520 W 75th
- Wing Stand - 5438 Johnson Dr
- Shinju Sushi & Hibachi - 3935 W 69th Ter

OUR CFD2 TEAM

CFD2 Member Highlight Battalion Chief Doug Gibson

We have some really great people here at CFD2 with unique interests and skills both on and off the job. Our first member highlight features BC



Doug Gibson, our longest employed member, with 33 years at CFD2.

[Read Member Highlight](#)

Service Anniversaries

Congratulations to the following CFD2 members who recently reached service milestones.

- 15 Years: Apparatus Operator Brian Mattingly
- 10 Years: Apparatus Operator Dustin Patton

|

Johnson County Consolidated Fire District No.2 | 913-432-1105 | ContactUs@cfid2.org | www.cfid2.org

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Consolidated Fire District No. 2 | 3921 W. 63rd St, Prairie Village, KS 66208

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