Unified Government of Wyandotte County and Kansas City, Kansas

Economic Development & Finance Standing Committee

Fifth Floor Conference Room
701 N. 7th Street Trafficway, Kansas City, KS 66101

Commissioner Tom Burroughs, Chair
Commissioner Gayle Townsend - Commissioner Chuck Stites - Commissioner Bill Burns
Commissioner Phil Lopez - Stevie Wakes, BPU Board Member

AGENDA

Monday, June 2, 2025
5:00 PM

1. **Call to Order/Roll Call**

2. **Revisions to June 2, 2025 Agenda**

3. **Approval of standing committee minutes (no minutes available)**

4. **Committee Agenda**

4.1 **PRESENTATION: 2025 QUARTER 1 INVESTMENT REPORT**
Synopsis: A summary of the investment report going over the investment portfolio for the period of January 1, 2025, to March 31, 2025.

For Information Only
Tracking #: 21455

4.2 **RESOLUTION: FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT (HOMEFIELD PROJECT)**
Synopsis: A resolution adopting the Fourth Amendment to Assignment Assumption and Second Amended and Restated Development Agreement for the Homefield Project.
Tracking #: 21467

4.3 **RESOLUTION: SAUER CASTLE INDUSTRIAL REVENUE BONDS**
Synopsis: Adopt a resolution of intent to issue Industrial Revenue Bonds for Sauer Castle, LLC in the amount of $11,500,000 located at 911, 935, and 945 Shawnee Drive in Kansas City, Kansas. This is for sales tax exemption only; no property tax abatement.
Tracking #: 21487

4.4 **RESOLUTION: SAUER CASTLE NRA SPECIAL PROJECT**

Synopsis: Adopt a resolution approving a special project application on incremental taxes pursuant to the Neighborhood Revitalization Act for Sauer Castle, located at 911, 935, and 945 Shawnee Road in Kansas City, Kansas.

Tracking #: 21536

4.5 **RESOLUTION: BUDGETARY AND FINANCIAL POLICIES OF THE UNIFIED GOVERNMENT**

Synopsis: Adopt a resolution approving certain budgetary and financial policies of the Unified Government.

Tracking #: 21407

5. Public Agenda

6. Adjourn

The Unified Government of Wyandotte County and Kansas City, Kansas will provide necessary, reasonable auxiliary aids and services, such as ASL translators, machine-readable copies of meeting materials, or on-site language interpretation. Individuals requiring any auxiliary aids or services should contact the Unified Government Office of the Clerk by emailing or calling UGclerkrequest@wycokck.org or 913-573-5260 at least 48 hours in advance of the meeting.

Persons may address the Commission during the time set aside for Public Comment on each item scheduled or at any time by suspension of the rules. All persons must address the commission and state their name and address for the record. Comments shall be limited to three (3) minutes for each participant. Disruptive comments and behavior are not permitted and may result in removal from the meeting.

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

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

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

View the meeting live on our website at: UGTV Live Stream or via YouTube.

Tracking ID: 21455

Report to
Economic Development & Finance

MEETING DATE	PRESENTER	DEPARTMENT
	Michelle Wooten, Deputy Treasurer mwooten@wycokck.org x8176	Treasurer

AGENDA ITEM #4.1.
PRESENTATION: 2025 QUARTER 1 INVESTMENT REPORT
BACKGROUND
A summary of the investment report going over the investment portfolio for Quarter 1, 2025. Dates of January 1, 2025 to March 31, 2025
RECOMMENDATION
For information only For information Only
BUDGET IMPACTS / FINANCIAL CONSIDERATIONS
Cost of the item-Zero Cost, report for information only
LEGAL CONSIDERATIONS
No issues to be aware of
ATTACHMENTS
2025 Q1 Invstmt Report Presentation - FOR ED&F

Approved by Administrator to add to agenda.

Unified Government of WyCo/KCK
Quarterly Investment Report
First Quarter 2025
January 1, 2025- March 31,2025

Presented by:

Michelle Wooten

Deputy Treasurer/Cash Manager

Key Metrics

- Avg Yield – 3.07%
- DTM – 116 days, up from 100 DTM in Q4-2024

Portfolio Components

- Cash – 67%
- Invested – 33%

Unified Government of Wyandotte County and Kansas City, Kansas
Investment Portfolio Compliance Report

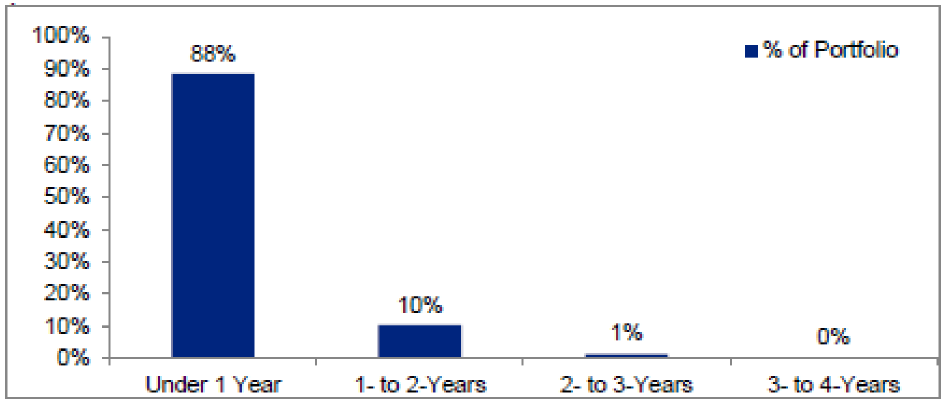
March 31, 2025

Investment Summary - Aggregate Portfolio By Type of Investment

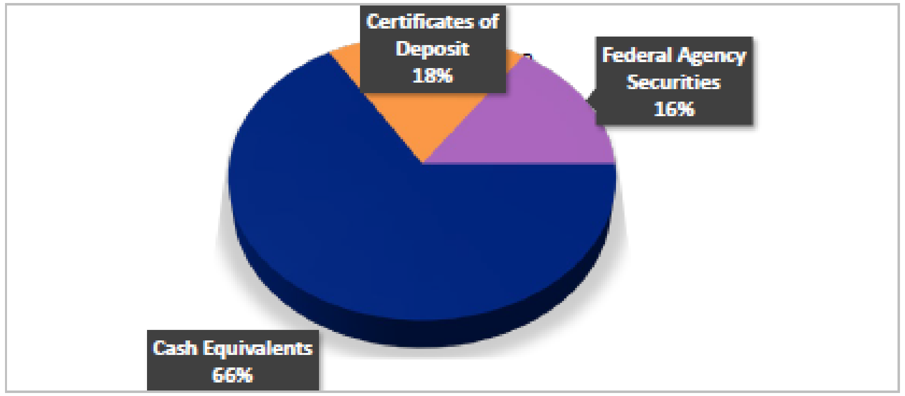
Security Type	Original Cost	Market Value[1]	Amortized Cost[2]	% of Portfolio	% Permitted by Policy	Within Target Benchmarks	Weighted Days to Maturity[3]	Weighted Average Yield[3]
Property Tax Held for Entities[4]	**$1,103,394**	**$1,103,394**	**$1,103,394**	**na**		✓	-	3.02%
Cash Equivalents	$254,317,606	$254,317,606	$254,317,606	67%	100%	✓	-	3.02%
Total Liquidity	**$254,317,606**	**$254,317,606**	**$254,317,606**	**67%**			-	3.02%
Certificates of Deposit	$70,235,000	$70,235,000	$70,235,000	18%	100%	✓	346	3.49%
Federal Agency Securities	$57,384,808	$59,147,986	$57,384,808	15%	50%	✓	352	2.77%
Total Securities	**$127,619,808**	**$129,382,986**	**$127,619,808**	**33%**			697	7.03%
Total Portfolio	**$381,937,414**	**$383,700,591**	**$381,937,414**	**100%**			116	3.07%

1. Market values provided by UMB Bank, Third-Party Safekeeping Custodial Agent. Recorded at time of settlement to reflect holding investments to maturity.
2. Amortized cost is the original cost of the principal of the security adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report.
3. Averages shown are weighted averages calculated based on original cost. Average maturity is shown as days.
4. Property Tax collections temporarily held by the County on behalf of other governmental entities is not a part of the Unified Government's cash and investment value. The cash being held in trust is presented here for informational purposes.

Maturity Distribution



Sector Distribution



Key Metrics

- Avg Yield – 3.07% up from 3.02% in Q4-2024
- Below our target T-Bill benchmark of 4.04%
- Total interest earned for Q1'25 $2M

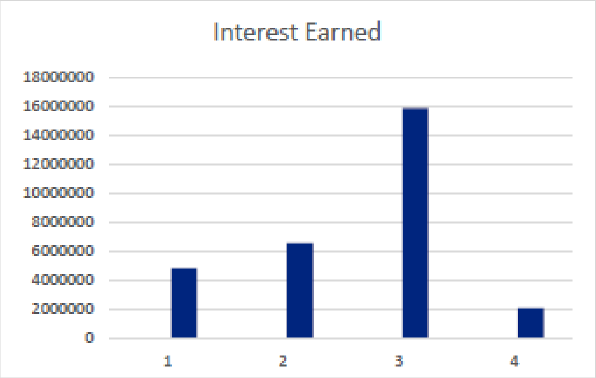
Target Benchmarks

Limits relating to Maturity exceeded the Cash and Investment Policy's guideline for the 0 – 12 months category

Unified Government of Wyandotte County and Kansas City, Kansas
Investment Portfolio Compliance Report
March 31, 2025

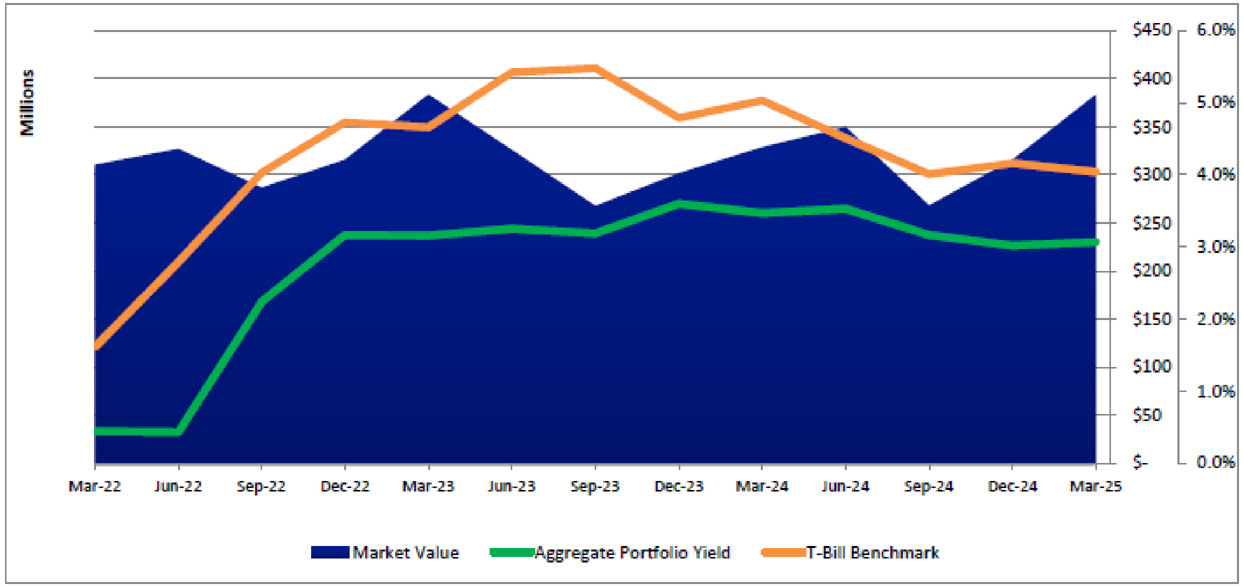
Target Benchmarks

	Yes	No
Liquidity	✓	
Permitted types of investments	✓	
Limits within investment categories	✓	
Limits within single agency/institution	✓	
Limits relating to maturity		✓
The investment report herein shown along with ongoing income provides sufficient liquidity to meet estimated expenditures for next 6 months	✓	



Historic Portfolio Size

Aggregate Yield vs. US T-Bill Benchmark



March 31, 2025

Dr. Shelley Kneuvean
Chief Financial Officer

Date

Types of securities in our investment portfolio?

Of the $383 M total, $70 M or 18% - CDs fully collateralized per investment policy and State Statute $59 M or 15% - US Agencies Securities.

Unified Government of Wyandotte County and Kansas City, Kansas
Investment Portfolio Compliance Report
March 31, 2025

Issuer Detail - Aggregate Portfolio by Issuer

Issuer	Original Cost	Market Value[1]	% of Portfolio[3]	% Permitted by Issuer	Within Target Benchmarks[3]	Weighted Average Maturity Days[2]	Weighted Average Yield[2]
Property Tax Held for Entities[3]	1,103,394	1,103,394	na	See note 3	✓	0	3.02%
UMB, Operating Fund	233,834,606	233,834,606	61%	25%	✓	0	2.78%
UMB, Health Reserve Fund	20,483,000	20,483,000	5%	25%	✓	0	0.24%
Cash Equivalents	**254,317,606**	**254,317,606**	**66%**		✓	**0**	**3.02%**
Argentine Federal Savings	5,235,000	5,235,000	1%	25%	✓	11	0.37%
Capitol Federal Savings	25,000,000	25,000,000	7%	25%	✓	184	1.53%
Commerce Bank	20,000,000	20,000,000	5%	25%	✓	70	0.32%
Security Bank	20,000,000	20,000,000	5%	25%	✓	68	1.29%
Certificates of Deposit	**70,235,000**	**70,235,000**	**18%**		✓	**346**	**3.49%**
US Treasury	42,657,506	44,325,132	12%	*50% of total portfolio*	✓	371	2.91%
Agency	14,727,302	14,822,854	4%		✓	20	0.91%
Federal Agency Securities	**57,384,808**	**59,147,986**	**15%**		✓	**352**	**2.77%**
Grand Total	**381,937,414**	**383,700,591**	**100%**			**116**	**3.07%**

1. Market values provided by UMB Bank, Third-Party Safekeeping Custodial Agent.

2. Averages shown are weighted averages calculated based on original cost for the respective investment categories. Average maturity is shown as days.

3. Property Tax collections temporarily held by the County on behalf of other governmental entities is not a part of the Unified Government's cash and investment value for investment reporting purposes. The cash being held in trust is presented here for informational purposes.

What transactions occurred in Q1 2025?

Unified Government of Wyandotte County and Kansas City, Kansas
Investment Portfolio Compliance Report
1st Quarter 2025 - Janurary 1- March 31, 2025

Quarterly Transactions Detail - Aggregate Portfolio

Settlement Date	CUSIP	Issuer	Coupon	Interest Rate	Maturity Date	Par	Original Cost
Thru Q1	NA	UMB, Operating Fund		3.020%	3/31/2025	49,267,331	49,267,331
Thru Q1	NA	UMB, Health Reserve Fund		3.020%	3/31/2025	2,925,000	2,925,000
Cash Equivalents						**52,192,331**	**52,192,331**
2/6/2025	1150206481	Security Bank		4.210%	2/6/2026	10,000,000	10,000,000
2/6/2025	2731629365	Capitol Federal		4.170%	2/5/2027	15,000,000	15,000,000
Purchases						**15,000,000**	**15,000,000**
3/22/2023	24351011020	UMB Bank		4.110%	3/22/2025	(5,000,000)	(5,000,000)
3/22/2023	24351011020	UMB Bank		4.110%	3/22/2025	(5,000,000)	(5,000,000)
Calls/Maturities						**(10,000,000)**	**(10,000,000)**
Total						**57,192,331**	**57,192,331**

Tracking ID: 21467

Report to
Economic Development & Finance

MEETING DATE	PRESENTER	DEPARTMENT
	Chelsee Chism, Director cchism@wycokck.org X8046	Economic Development

AGENDA ITEM #4.2.

RESOLUTION: FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT (HOMEFIELD PROJECT)

BACKGROUND

A resolution adopting the fourth amendment to assignment assumption and second amended and restated development agreement for the Homefield Project. The Fourth Amendment contains the following modifications:

1. Amendment of Stand Alone Jeep Dealership on Jeep Lot
2. Issuance of Industrial Revenue Bonds for Atlas 9
3. Certain accommodations regarding Private Capital
4. Removal of deadlines for Top Golf and the Arena
5. Extension of Deadline for Community Investments
6. Release of Right of Reversion
7. Amendment to Developer membership
8. Updated exhibits

RECOMMENDATION

Approve

BUDGET IMPACTS / FINANCIAL CONSIDERATIONS

None.

LEGAL CONSIDERATIONS

ATTACHMENTS

Resolution Approving Fourth Amendment to Second AR Homefield DA, 5_14_25 Executive Summary Fourth Amendment to Assignment Assumption and 2nd Amended and Restated DA, Fourth Amendment to Assignment, Assumption and Second Amended and Restated Development Agreement, CBA_KCK_Homefield_Arts_05212025, Homefield EDF Presentation 051925sm-c

Approved by Administrator to add to agenda.

RESOLUTION NO. R-____-25

A RESOLUTION ADOPTING THE FOURTH AMENDMENT TO ASSIGNMENT, ASSUMPTION AND SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT (HOMEFIELD PROJECT).

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas and SVV I, LLC, a Kansas limited liability company ("SVV"), entered into that certain Vacation Village Development Agreement dated December 20, 2005 (as subsequently amended and restated, the "Original Agreement") pertaining to the Vacation Village STAR Bond Project District (the "District");

WHEREAS, HFS KCK, LLC, a Kansas limited liability company ("Developer"), purchased from SVV all of the real property in the District which was then owned by SVV and took an assignment of all of SVV's right, title and interest in and to the Original Agreement pursuant to that certain Assignment, Assumption and Second Amended and Restated Development Agreement dated as of January 27, 2022 (the "Homefield Agreement") by and between the UG and Developer;

WHEREAS, in the Homefield Agreement, Developer agreed to design, develop, and construct certain new facilities in Wyandotte County, Kansas, including, among other things: (i) an approximately 150,000-square-foot multi-sport venue, including food and beverages, medical services, fitness, retail, office and entertainment spaces; (ii) outdoor facilities (and potentially associated indoor area(s)) for entertainment programs for water and outdoor sports; and (iii) a youth baseball complex consisting of at least eight (8) lighted fields with integrated state-of-the-art technology to enhance individual and team training as well as analytics and data capture, concessions and restrooms (collectively, the "Homefield Project"), all as more fully described in the Homefield Agreement;

WHEREAS, Developer also agreed to design, develop, and construct an approximately 230-room Margaritaville-themed hotel project, which may include amenities such as food and beverage options, pools and other water features, retail offerings, and meeting space (collectively, the "Themed Hotel");

WHEREAS, on June 8, 2023, the UG and Developer entered into that certain First Amendment to Assignment, Assumption and Second Amended and Restated Development Agreement (the "First Amendment") to provide for creation of the Themed Hotel CID and commence underwriting for the same with the intention of marketing and publicly selling CID Bonds, as well as to expand the Themed Hotel CID to include the Homefield Building, Homefield Baseball and three additional new concepts: (i) Big Shots Golf food and entertainment concept ("Big Shots Golf"); (ii) multi-sport and live music arena (the "Arena"); and (iii) Atlas 9 immersive museum ("Atlas 9"), each as more fully described in the First Amendment;

WHEREAS, on May 2, 2024, the UG and Developer entered into that certain Second Amendment to Assignment, Assumption and Second Amended and Restated Development Agreement (the "Second Amendment") to, among other things, acknowledge the acquisition of Big Shots Golf by Top Golf and make certain adjustments to the underwriting for the Themed Hotel CID Bonds with respect to projected revenue from the Arena and/or Top Golf;

WHEREAS, on July 25, 2024, the UG and Developer entered into that certain Third Amendment to Assignment, Assumption and Second Amended and Restated Development Agreement (the "Third Amendment", and collectively with the Homefield Agreement, the First Amendment and the Second Amendment, the "Agreement") in which the State of Kansas modified its agreements with the Developer and the UG to increase its pledge of the Menards State Increment pledged to the Initial Issuance of STAR Bonds from 80% to 100%;

WHEREAS, the Agreement provided the opportunity to issue STAR Bond financing for the Homefield Project through multiple, phased issuances, limited to a maximum principal amount that yields up to $150,000,000 of net STAR Bond Proceeds in the aggregate (excluding certain costs and other amounts);

WHEREAS, in March 2022, a first series of STAR Bonds were issued, sold and delivered, which yielded $116,694,882 of net STAR Bond Proceeds for the Homefield Project, resulting in approximately $33,305,118 of additional net STAR Bond Proceeds to be available to Developer in Additional Issuance(s) pursuant to the Agreement; and

WHEREAS, the Governing Body has determined that it is advisable to enter into the Fourth Amendment to Assignment, Assumption and Second Amended and Restated Development Agreement, attached hereto as **Exhibit A** (the "Fourth Amendment"), to address certain modifications and amendments to the Agreement in connection with the Additional Issuance(s).

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

Section 1. The Governing Body hereby approves the Fourth Amendment in substantially the form attached hereto.

Section 2. Each of the Mayor/CEO and the County Administrator is hereby authorized and directed to execute in the name of the UG and deliver the Fourth Amendment. The County Administrator and other officials and representatives of the UG, including special counsel, are hereby further authorized and directed to take such actions and to execute any other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 3. This Resolution shall be effective upon adoption by the Governing Body.

[Remainder of page intentionally left blank; signature page follows.]

ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS ON _______________, 2025.

____
Tyrone Garner, Mayor/CEO

ATTEST:

____
Unified Government Clerk

(Seal)

EXHIBIT A

Fourth Amendment to Assignment, Assumption and Second Amended and Restated Development Agreement

[To be attached.]

5/14/2025 EXECUTIVE SUMMARY
FOURTH AMENDMENT TO HOMEFIELD ASSIGNMENT, ASSUMPTION AND SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT

1. **Parties**. The UG and HFS KCK, LLC, a single-purpose Kansas limited liability company formed for this project ("Developer"). Developer has previously purchased the Schlitterbahn waterpark and all of SVV's remaining land in the Vacation Village/Village East STAR Bond District and Developer assumed all of SVV's interests in the Development Agreement the UG had with SVV.

2. **History of the Schlitterbahn District and Agreement**. The UG originally formed the Vacation Village STAR Bond District and entered into a Development Agreement with SVV in 2005. Both the STAR Bond District and the Development Agreement have been amended multiple times. The STAR Bond District currently includes six distinct Project Areas. On November 19, 2020, the UG and Developer entered into an Assignment, Assumption and Amended and Restated Development Agreement with Developer for a demolition of Schlitterbahn and developing and financing a new Homefield Project (as generally described below), and on January 27, 2022, the UG and Developer entered into a Second Amended and Restated Development Agreement in which the UG agreed to issue STAR Bonds and Developer agreed to construct a new multi-sport Homefield development project with certain sports-focused assets, including:

(a) a \$60M, 150,000 square-foot indoor multi-sport facility in Project Area 4 for a variety of indoor sports, along with food and beverage amenities, medical services, fitness and training facilities and other retail, office and entertainment spaces (the "Homefield Building");

(b) a \$15M outdoor multi-sport venue in Project Area 1 with facilities for sports, adventure and entertainment programs for water and outdoor sports such as paddleboarding, kayaking, swimming, sand volleyball, pickleball, obstacles, climbing, and ropes ("Homefield Outdoor"), which may be designed and integrated into the Themed Hotel described below;

(c) an approximate \$35M youth baseball complex in Project Area 5 to include at least 8 lighted turf fields and integrated state-of-the-art technology to enhance individual and team training as well as analytics and data capture and other amenities ("Homefield Baseball"); and

(d) an \$85M Margaritaville hotel and resort project, with 250 rooms and which may also include amenities such as food and beverage options, pools and other water features, retail offerings, meeting space, and a spa (the "Themed Hotel"). The Themed Hotel is now expected to cost more than \$150M and is approximately 230 rooms, which changes are reflected in the proposed Amendment.

Nearly all of the financing for the Homefield Project (not including the Themed Hotel) is expected to come from STAR Bond issues and the Agreement contemplated an Initial Issuance of STAR Bonds with a maximum of \$130M of net proceeds available to the Developer and an Additional Issuance with a maximum of \$20M of net proceeds available to the Developer – a total of \$150M of net STAR Bond Proceeds. In 2022, the UG issued STAR Bonds that yielded approximately \$115M of net STAR Bond Proceeds, and so a second issuance, after completion of the Homefield Project described above (including the Themed Hotel), is contemplated to be an additional \$35M of STAR Bonds.

On June 8, 2023, the UG and Developer entered into a First Amendment to Assignment, Assumption and Second Amended and Restated Development Agreement (the "First Amendment") to create a Themed Hotel CID and commence underwriting for the same with the intention of marketing and publicly selling CID Bonds. The First Amendment also provided that the Themed Hotel CID include the Homefield Building, Homefield Baseball and three additional new concepts that were not previously

CORE/0501343.0175/182099765.1

contemplated specifically in the Agreement: (i) a Big Shots Golf food and entertainment concept, which was subseuqnetly acquired by Top Golf ("Top Golf"), (ii) a multi-sport and live music arena (the "Arena"), and (iii) an Atlas 9 immersive museum ("Atlas 9"), each of which is more fully described the First Amendment.

The Second Amendment to the Agreement dated May 2, 2024 memorialized the replacement of Big Shots Golf with Top Golf and agreed that though Top Golf and the Arena would remain within the geographic boundaries of the CID, revenues from Top Golf and the Arena would not be incuded in the sizing of the CID Bonds for the Themed Hotel CID Bonds. The Third Amendment dated July 25, 2024 was entirely about the State allowing all of its revenues from Menard's to be pledged to the STAR Bonds.

This Summary will outline a handful of minor changes to the Second Amended and Restated Development Agreement (as amended by the First Amendment, Second Amendment and Third Amendment) between the UG and Developer.

3. Amendment of Stand Alone Jeep Dealership on Jeep Lot. The Agreement has previously contemplated that Jeep would leave the Chrysler Dodge Jeep Ram dealership operated by Victory within Project Area 2A of the STAR Bond District and open a new stand-alone Jeep dealership on an adjacent so-called Jeep Lot located in Project Area 2B, and that until the Series 2015A Bonds are retired, all State Increment and Local Increment generated by Jeep on the Jeep Lot will be used to pay to the Series 2015A Bonds. However, Victory no longer intends to move Jeep to the Jeep Lot. Instead, Developer intends to bring a new Hyundai dealership to the so-called Jeep Lot. The 4th Amendment revises the relevant provisions in the document to provide for this change.

4. IRBs for Atlas 9. Developer has requested IRBs for purposes of obtaining an exemption on Kansas sales and use taxes for construction materials, equipment and furnishing, and for ad valorem property tax certainty on the Atlas 9 portion of the Project. Section 5 of the Fourth Amendment provides for IRBs and a ten-year PILOT schedule (as more specifically set forth on **Exhibit 18.A**) that starts at $100,000 in year one and increases by about 4% annually to an amount equal to $142,331 in year 10. The total value of the PILOT payments to the UG over the ten-year schedule is $1,200,611.

5. Accommodations re: Private Capital. The Agreement generally requires Developer to provide proof of its investment of Private Capital (both that of Developer and third party users) at certain thresholds for Developer to have access to disbursement all of the STAR Bonds available pursuant to the Agreement. Developer has now asked the UG for certain accommodations to the Private Capital requirement as set forth in the Fourth Amendment. More specifically:

(a) That the UG allow Developer's unreimbursed land acquisition costs (which are not to be reimbursed with STAR Bonds all of Homefield and Margaritaville are open and all other STAR Bond-eligible costs have been reimbursed) to be counted as Private Capital until such land acquisition costs are reimbursed with STAR Bonds; and

(b) Developer has requested that the County Administrator be granted the limited authority to allow in his discretion, from time to time, disbursement of STAR Bond Proceeds from the Initial Issuance or any Additional Issuance in connection with a Certificate of Expenditure in which Developer has not met the Private Capital requirement in the public/private ratio, provided that Developer makes up the difference in public/private ratio prior to the submission of the next Certificate of Expenditure. This discretion would also be limited in the following ways: (i) no waiver may allow payment of a Certificate of Expenditure if the Private Capital at such time is less than ten percent (10%) of the amount that would otherwise be required to meet the public/private ratio requirement described above; and (ii) no waivers will be allowed after December 31, 2026.

6. Removal of Deadlines for Top Golf and the Arena. Given where Developer is with Top Golf and the Arena, it is not in a position to commit to the commencement or completion dates for those two components of the Project. If and when we get to a point where Developer is ready to commit to such dates and/or asking for incentives for Top Golf or the Arena, we will need to amend the Agreement again to add those deadlines.

7. Extension of Deadline for Community Investments. The Agreement required that, in lieu of making the donation payments previously committed to by Schlitterbahn, this Developer would agree to make investments in new economic development projects in downtown and historically urban areas of Kansas City, Kansas, and all of which investments shall be reasonably approved by the UG's Commission. Developer had agreed that such investments shall be at least $4,350,000 and made by January 27, 2025. To date, Developer has not yet made any of these community investments. So they have requested an extension of the deadline to a date that is 180 days following the next issuance of STAR Bonds. Given that this date is after the remaining STAR Bonds are issued, Developer agrees that an amount equal to $4,350,000 of STAR Bond Proceeds shall be escrowed in connection with the next STAR Bond issuance and the funds in this so-called Community Investments Escrow shall not be disbursed or otherwise available to Developer unless Developer makes the investments by the deadline; and if Developer fails to timely make the investments, then the STAR Bond Proceeds in the Community Investments Escrow can be, at the UG's discretion, refunded to bondholders.

8. Release of Right of Reversion. Given that Developer has now achieved Substantial Completion of all of the components of the Homefield Project, the UG now agrees to release the Reversionary Interests on the portions of real property that the UG contributed to the Project.

9. Amendment to Remove Robb Heineman. Developer has indicated that Robb Heineman is no longer a member of the Developer. Accordingly, Section 7.13(d) of the Agreement, which speaks to the ownership interest of certain members of the Developer entity, has been amended accordingly.

10. Updated Exhibits. Certain exhibits have been updated by this Fourth Amendment, including the Development Plan (Exhibit 8), the Concept Plan for Homefield Outdoor (Exhibit 10) and the Total Project Budget (Exhibit 12). The Budget is still subject to further review and revision, but this version should provide the Committee with the general perspective of what the final budget may look like.

FOURTH AMENDMENT TO ASSIGNMENT, ASSUMPTION AND SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT

THIS FOURTH AMENDMENT TO ASSIGNMENT, ASSUMPTION AND SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT (this "Amendment"), is made and entered into as of _____________, 2025 (the "Amendment Effective Date"), by and among the **Unified Government of Wyandotte County/Kansas City, Kansas** (the "UG") and **HFS KCK, LLC**, a Kansas limited liability company ("Developer").

RECITALS:

A. On January 27, 2022, the UG and Developer entered into that certain Assignment, Assumption and Second Amended and Restated Development Agreement (as amended, the "Agreement"), whereby Developer proposed to design, develop, and construct certain new facilities on certain real property located in Wyandotte County, Kansas, including, among other things, (i) an approximately 150,000 square foot building and facility which is designed as a multi-sport venue, including food and beverage, medical services, fitness, retail, office and entertainment spaces; (ii) outdoor facilities (and potentially associated indoor area(s)) for entertainment programs for water and outdoor sports; and (iii) a youth baseball complex which will include at least eight (8) lighted fields and integrate state-of-the-art technology to enhance individual and team training as well as analytics and data capture, concessions and restrooms (collectively, the "Homefield Project"). The Homefield Project is more particularly described in Sections 2.2(a)(i)(1) and (2), 2.2(a)(ii)(1) and (2) and 2.2(a)(vi)(1) of the Agreement, as modified by this Amendment. Capitalized terms which are used in this Amendment and not otherwise defined herein shall have the meanings assigned to them in the Agreement.

B. In the Agreement, Developer has also agreed to design, develop, and construct an approximately 230-room Margaritaville-themed hotel project, which may include amenities such as food and beverage options, pools and other water features, retail offerings, and meeting space(collectively, the "Themed Hotel").

C. On June 8, 2023, the UG and Developer entered into that certain First Amendment to Assignment, Assumption and Second Amended and Restated Development Agreement (the "First Amendment") to create the Themed Hotel CID and commence underwriting for the same with the intention of marketing and publicly selling CID Bonds in connection therewith. The First Amendment also provided that the Themed Hotel CID be expanded to include the Homefield Building, Homefield Baseball and three additional new concepts that were not previously contemplated specifically in the Agreement: (i) a Big Shots Golf food and entertainment concept ("Big Shots Golf"), (ii) a multi-sport and live music arena (the "Arena"), and (iii) an Atlas 9 immersive museum ("Atlas 9"), each of which is more fully described in such First Amendment.

D. On May 2, 2024, the UG and Developer entered into that certain Second Amendment to Assignment, Assumption and Second Amended and Restated Development Agreement (the "Second Amendment") to, among other things, acknowledge the acquisition of Big Shots Golf by Top Golf and make certain adjustments to the underwriting for the Themed Hotel CID Bonds with respect to projected revenue from the Arena and/or Top Golf.

E. On July 25, 2024, the UG and Developer entered into that certain Third Amendment to Assignment, Assumption and Second Amended and Restated Development Agreement (the "Third Amendment") in which the State of Kansas modified its agreements with the Developer and the UG to increase its pledge of the Menards State Increment pledged to the Initial Issuance of STAR Bonds from 80% to 100%.

F. The Agreement also provided the opportunity to issue STAR Bond financing for the Homefield Project through multiple, phased issuances to which certain STAR Bond revenues from Project Area 2B, Project Area 3 and Project Area 5 will be pledged, and the STAR Bonds described therein were limited to a maximum principal amount that yields up to $150,000,000 of net STAR Bond Proceeds in the aggregate, not including the STAR Bond proceeds necessary to repay the Series 2015B Bonds and exclusive of financing costs, issuance-related fees, and applicable reserves. A first series of STAR Bond were issued, sold and delivered in March of 2022 (the "2022 STAR Bond Series"), which yielded $116,694,882 of net STAR Bond Proeceeds for the Homefield Project, which would result in approximately $33,305,118 of additional net STAR Bond Proceeds to be available to Developer in Additional Issuance(s) pursuant to the Agreement.

G. Developer and the UG have also agreed to certain other modifications and amendments to the Agreement which are more fully set forth below.

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:

1. Incorporation of Recitals. The parties understand and agree that the Recitals set forth above are hereby incorporated as though more fully set forth herein.

2. Amendment of Stand Alone Jeep Dealership on Jeep Lot. Section 4.2(f) of the Agreement has contemplated that Jeep would leave the Chrysler Dodge Jeep Ram dealership operated by Victory within Project Area 2A and open a new stand-alone Jeep dealership on an adjacent so-called Jeep Lot located in Project Area 2B, and that until the Series 2015A Bonds are retired, all State Increment and Local Increment generated by Jeep on the Jeep Lot will be used to pay to the Series 2015A Bonds. However, Victory no longer intends to move Jeep to the Jeep Lot. Instead, Developer intends to bring a new Hyundai dealership to the so-called Jeep Lot. Accordingly, the Agreement shall be amended as follows:

(a) Section 4.2(f) of the Agreement shall be deleted in its entirety, and the definitions for "Jeep," "Jeep Lot" and "Victory Lot" shall be deleted in their entirety.

(b) Section 2.2(a)(iv)(1) shall be deleted and replaced with the following:

"*A Hyundai new car dealership and one or more additional Auto Dealerships;*"

(c) The words "and (v) minus the State Increment and Local Increment attributable to Jeep as described in Section 4.2(f)(ii), until such time as the Series 2015A Bonds are fully retired" shall be deleted from Section 4.2(d). Additionally, the words "and minus the Incremental Taxes for Jeep as described in Section 4.2(f)(ii), until such time as the Series 2015A Bonds are fully retired" shall be deleted from the definition of "Incremental Taxes."

3. Initial Issuance Private Capital. Pursuant to Section 4.3(a)(i) of the Agreement, the Parties hereby acknowledge and agree that the Initial Issuance yielded $116,694,882 of STAR Bond Proceeds, and therefore an amount equal to $13,305,118 of subsequent STAR Bond issuances shall be deemed to be a part of the Initial Issuance for purposes of the Agreement, including the requirement to provide Initial Issuance Private Capital equal to 150% of such $13,305,118 of STAR Bond Proceeds in accordance with 4.3(a)(i) of the Agreement.

4. Delay in Proving Satisfaction of Public/Private Ratio. Developer has requested that the County Administrator be granted the limited authority to allow in his discretion, from time to time, disbursement of STAR Bond Proceeds from the Initial Issuance or any Additional Issuance in connection with a Certificate of Expenditure in which Developer has not met the public/private ratio, provided that Developer makes up the difference in public/private ratio prior to the submission of the next Certificate of Expenditure. More specifically, the following shall be added to the end of Section 4.3(a)(ii):

> "*Notwithstanding the foregoing, the UG's County Administrator may, from time to time and in his sole discretion, agree to temporarily waive the public/private ratio requirement described above in connection with a Certificate of Expenditure for disbursement of STAR Bond Proceeds from the First Issuance* or any Additional Issuance*, subject always to the following conditions: (x) no such waiver may allow payment of a Certificate of Expenditure if the Private Capital at such time is less than ten percent (10%) of the amount that would otherwise be required to meet the public/private ratio requirement described above; (y) the Initial Issuance Private Capital (or Additional Issuance Private Capital) in the next Certificate of Expenditure shall make up for any shortfalls in the Certificate of Expenditure that was subject to the waiver so that the subsequent Certificate of Expenditure meets or exceeds the public/private ratio in the aggregate --- the County Administrator may not waive this requirement for more than three (3) Certificates of Expenditure; and (z) no such waivers shall be allowed after December 31, 2026.*"

5. Atlas 9 IRBs. Developer has requested IRBs for purposes of obtaining an exemption on Kansas sales and use taxes for construction materials, equipment and furnishing, and for ad valorem property tax certainty on Atlas 9. A new Section 4.12(b)(iii) shall be added to the Agreement which reads as follows:

> "(iii) Atlas 9 IRBs. The parties agree to provide IRBs to Atlas 9 for such purpose and that the PILOT payments for Atlas 9 shall be as set forth on **Exhibit 18.A**. The parties further agree that t*he 10-year term set forth on **Exhibit 18.A** shall begin on the calendar year following the first date of issuance of a series of IRBs for Atlas 9. For example, if a series of IRBs are issued in 2025 to finance only Atlas 9, the PILOT payment in 2026 with respect to Atlas 9 will be equal to the "Year 1" PILOT payment for Atlas 9 component on **Exhibit 18.A**, and such property tax certainty shall continue until December 31, 2035."*

6. Modifications to Deadlines. Subsections (v) and (vi) of Section 6.6(a), and subsections (v)

and (vi) of Section 6.6(b), are hereby deleted in their entirety.

7. Amendment to Remove Robb Heineman. Developer has indicated that Robb Heineman is no longer a member of the Developer. Accordingly, Section 7.13(d) of the Agreement shall be amended to read as follows:

> "*(d) A change in the financial ownership of Developer shall not be deemed to be a violation of this Section 7.13 or require further approval of the UG as long as Trey Bowen and Greg Maday -- maintain day to day management control of, and direct or indirect financial ownership in, Developer."*

8. Modified Exhibits. The following exhibits to the Agreement shall be deleted in their entirety and replaced with the corresponding exhibits with the label "(Amended – 2025)" added to each as attached hereto:

(a) Exhibit 8 – Development Plan;

(b) Exhibit 10 – Homefield Outdoor – Concept Plan;

(c) Exhibit 12 - Total Project Budget; and

(d) Exhibit 18.A - Atlas 9 PILOT Schedule

9. Themed Hotel CID. With respect to the CID Special Assessments as defined by Section 4.5(g) of the Agreement (as modified by Section 6 of the First Amendment), the parties have agreed (a) that after receipt of a petition from 100% of the property owners within the Themed Hotel CID, the UG will advance for action by the Commission (in their sole discretion), an action to modify the Themed Hotel CID to remove the CID Special Assessments and repeal Ordinance No. O-127-23 in which the UG established the CID Special Assessments, (b) the parties hereby agree to amend the language set forth in the First Amendment creating the Themed Hotel CID for the purpose of removing all mentions of the CID Special Assessments, and (c) as a result of removal of the CID Special Assessments, the Themed Hotel CID Cap shall be reduced as described herein. Accordingly, Section 4.5(g) of the First Amendment shall be amended to read as follows:

> *"(i) The CID Improvements and CID Sales Taxes. Reference is hereby made to the Themed Hotel CID Budget, a copy of which is attached hereto as **Exhibit 12.A**, and the Themed Hotel CID Budget shall indicate the overall estimated project costs for each of the Themed Hotel, Homefield Building, Homefield Outdoor, Top Golf, the Arena and Atlas 9 (collectively, the "CID Improvements"), and the portion of the line items for each of the CID Improvements to be financed with the proceeds of the CID Bonds (the "CID Project Costs"). A portion of the CID Improvements may be reimbursed with CID Proceeds from the sale of CID Bonds, consisting of bond financing repayable from revenues received from the imposition of a CID Sales Tax in the amount of 2.0% on the sale of tangible personal property at retail or the rendering or furnishing of services which are taxable pursuant to the Kansas Retailers' Sales Tax Act (K.S.A. 79-3601 et seq.), as amended, within the Themed Hotel CID (the "CID Sales Taxes"). The Developer agrees to provide to the Kansas Department of Revenue (the "DOR") a list of tenants within the Themed Hotel CID (to be updated for any future tenants) within the timeframes required by the DOR, so that the DOR can notify tenants within the Themed Hotel CID of their requirement to collect CID Sales Taxes beginning on that certain date which is set forth in the ordinance approving the Themed Hotel CID. At the time the list of tenants is provided*

to the DOR, the Developer shall also provide a copy to the UG.

(ii) CID Proceeds. During the Term, all proceeds from the CID Sales Taxes (the "CID Proceeds") generated within the Themed Hotel CID and received by the UG shall be deposited into the CID Fund for the Themed Hotel CID, which shall be established and administered by the UG in compliance with the CID Act, this Agreement, the documents providing for the issuance of the CID Bonds (if any), and all other Applicable Laws and Requirements. It is anticipated that the CID Proceeds generated within the Themed Hotel CID will first be applied to pay the CID Administrative Fee and, if CID Bonds are issued, then to other applicable fees, replenishment of any applicable debt service reserve funds, and next applied to pay debt service on such CID Bonds.

(iii) Themed Hotel CID Cap. The net CID Proceeds available to Developer for payment or reimbursement of CID Project Costs, through Pay-Go CID Financing and/or any CID Bonds, shall in no event exceed $35,000,000 (the "Themed Hotel CID Cap"). The Themed Hotel CID Cap shall, for all purposes set forth herein, operate as a cap on the use of CID Sales Taxes for reimbursement of any and all CID Project Costs and such Themed Hotel CID Cap shall not include and shall be exclusive of financing costs, issuance-related fees, and applicable reserves. Once Developer has received an amount equal to the Themed Hotel CID Cap for reimbursement of CID Project Costs and any CID Bonds have been repaid, the parties understand and agree that the Themed Hotel CID shall thereafter terminate, and the CID Sales Taxes shall terminate and no longer be levied or collected within the Themed Hotel CID.

(iv) Themed Hotel CID Collection Period. The CID Sales Taxes shall be collected within the Themed Hotel CID for a period that commences on the date that the CID Sales Taxes are first imposed within the Themed Hotel CID up to and concluding upon that date which is the earlier of the following: (i) the date that Developer has been reimbursed for all CID Project Costs by Pay-Go CID Financing, CID Bonds or other sources (up to the Themed Hotel CID Cap) and any CID Bonds have been repaid; or (ii) regardless of whether the Developer has been fully reimbursed for all CID Project Costs, that date which is twenty two (22) years from the date that the CID Sales Taxes are first imposed (the "CID Collection Period"). At the end of the CID Collection Period, the parties understand and agree that the Themed Hotel CID shall thereafter terminate, and the CID Sales Taxes shall terminate and no longer be levied or collected within the Themed Hotel CID.

(v) The 50% Limitation. The portion of the CID Proceeds from the Themed Hotel CID which are attributable to the CID Sales Tax revenues (the "CID Sales Tax Proceeds") available to Developer for payment or reimbursement of CID Project Costs, through Pay-Go CID Financing and/or any CID Bonds, shall be available in an amount not to exceed amounts paid from time to time from Private Capital for the Project. In other words, the reimbursement of CID Project Costs from CID Sales Tax Proceeds are to be paid on a 50/50 basis between Private Capital invested in the Project and the available CID Sales Tax Proceeds, and there shall not at any time during the Term be more Project Costs for the CID Improvements paid with CID Sales Tax Proceeds than the amount of Project Costs for the CID Improvements paid for with Private Capital (the "50% Limitation"). By way of illustrative example of the 50% Limitation, if at a given point in time, Private Capital has paid for Project Costs (including any CID Project Costs) in the amount to date of $200, then Developer's maximum payment or reimbursement for eligible expenses from CID Sales Tax Proceeds may not exceed $100. However, the parties further

understand and agree that if at a given point in time, Private Capital has paid for $225 of Project Costs, of which $125 are CID Project Costs and $100 are paid from Private Capital, then (i) at that particular time, no more than $100 of CID Project Costs may be reimbursed with CID Sales Tax Proceeds, but (ii) if Private Capital later pays for an additional $25 of Project Costs, then the remaining $25 of CID Project Costs may be reimbursed with CID Sales Tax Proceeds.

(vi) <u>Conditions to Issuance of Themed Hotel CID Bonds</u>. The issuance of any CID Bonds for the Themed Hotel CID shall be subject to the following conditions precedent:

(A) Any CID Bonds shall be issued in an amount, on terms and at an interest rate(s) determined by market conditions at the time of issuance and under terms and conditions deemed acceptable by the UG in its sole discretion. The UG shall solicit input from Developer as it relates to all components of the issuance of CID Bonds in an effort to maximize the size of the issuance, but the UG shall have the sole right, power and authority to determine the amount, terms, interest rate or rates and other terms and conditions of the CID Bonds.

(B) To the extent the independent feasibility study described in subection (G) below is based on components of the CID Improvements that are not yet constructed, open and operating, Developer shall demonstrate, or cause applicable third parties to demonstrate, to the reasonable satisfaction of the UG's representatives, that (i) Developer or third parties have fully executed, commercially reasonable leases, sales contracts or similar commitments (e.g., the franchise agreement for the Themed Hotel) for the operation of such Project components, and shall have provided the UG's representatives an opportunity to confidentially review such leases, sale contracts, or similar commitments to confirm satisfaction of this condition; and (ii) each of such Project components shall be constructed and completed by a date certain set forth in the feasibility study, provided that if a fully executed, commercially reasonable lease, sales contract or similar contractual commitment is not available for the Arena and/or Top Golf at the time of printing a preliminary official statement (or similar offering document) for the Themed Hotel CID Bonds, then the Arena and/or Top Golf, as applicable, shall remain in the Themed Hotel CID, but no CID Sales Taxes from the Arena and/or Top Golf, as applicable, shall be included in sizing the issuance of the Themed Hotel CID Bonds and no CID Proceeds shall be available to the Developer for the Arena and/or Top Golf, as applicable, based on the Themed Hotel CID Bonds. All other references to the Arena and Top Golf in this Amendment shall remain in full force and effect.

(C) In addition to the previously approved detailed conceptual plan for the Themed Hotel (which shall be updated by Developer), Developer shall also have presented and the UG in its sole discretion shall have approved a detailed conceptual plan for Atlas 9.

(D) Developer shall have delivered a detailed construction budget, including detailed line items specifying the hard construction costs and soft cost budget for the Themed Hoteland Atlas 9. For the Themed Hotel, Developer shall have delivered evidence of availability of public and private funding necessary for

cashflow of construction of the items shown on the Themed Hotel budget (including Developer's private equity and/or debt financing, if necessary), which budget and private financing shall be approved by the UG in its sole discretion. Also, without limiting the generality of the foregoing, Developer is specifically required to provide a detailed cashflow analysis demonstrating that in light of all requirements in this Agreement, Developer will have access to Private Capital, CID Proceeds, and other public financing, when needed, to maintain a continous program of construction for the Themed Hotel. If such cashflow analysis does not demonstrate Developer's access to Private Capital and CID Proceeds, when needed, to maintain a continuous program of construction of the Themed Hotel, the Developer shall provide to the UG evidence of the availability of additional Private Capital to meet any such funding gaps and to allow for a continuous program of construction.

(E) Underwriters. The underwriter(s) for any public offering of CID Bonds shall be selected by the UG.

(F) No UG Guaranty or Credit Enhancement. The UG shall not be required, in any way, to guaranty or lend its credit to secure the CID Bonds.

(G) Feasibility Study. Prior to any public offering of any CID Bonds pursuant to this Agreement, the UG, in consultation with the Developer and the underwriter of such CID Bonds, shall obtain a study from an independent third party consultant that the development of the CID Improvements will generate revenue sufficient to pay debt service on the CID Bonds amortized through the Term with a coverage factor and any reserves that the UG, with consultation from the underwriter and the UG's municipal advisor, determines is necessary.

(H) Terms. The terms of the CID Bonds, including but not limited to limitations on sales and transfers to sophisticated investors only, shall be acceptable to the UG in its sole discretion.

(I) Sale and Marketing. Any underwriter of publicly offered CID Bonds shall hold the CID Bonds in its own account or be responsible for marketing and selling the CID Bonds, and the UG shall be under no obligation to issue CID Bonds if such CID Bonds are not marketable after reasonable efforts by such underwriter.

(J) Bond Counsel Opinion. Bond counsel selected by the UG provides to the UG an opinion to the effect that the CID Bonds have been validly issued under State law and, if applicable, the interest on the CID Bonds is exempt from State and federal income taxation, subject to the standard exceptions.

(K) Statutory Bond Requirements. Developer and the UG agree that they will comply with all reasonable requirements, including any statutory requirements, associated with the issuance, sale, purchase and delivery of any CID Bonds. Without limiting the generality of the foregoing, Developer specifically agrees that the UG shall have the right to audit the CID Sales Taxes from the various points of sale in the CID Improvements. Developer agrees that it shall

cooperate with each such audit and Developer shall reimburse the UG for all of the costs and expenses associated with such audits.

(L) Discretion of the UG's Commission. Further, Developer understands and agrees that the UG cannot bind future governing bodies of the UG regarding the authorization, issuance, sale or delivery of CID Bonds and that nothing contained herein shall in any way bind the UG Commission to accept or reject any proposal to authorize, issue, sell or deliver the CID Bonds, which decision shall unconditionally remain within the sole discretion of such Commission. Among other things, Developer hereby understands and agrees that the UG shall have the right to approve the interest rate and the other terms of the CID Bonds.

(M) Completion of School District Agreements. Developer shall fully and finally satisfy the requirement set forth in Section 4.3(d)(ix) of the Agreement related to use of the Homefield Project by students of USD 202, USD 203, USD 204, and USD 500.

(N) Bond Origination Fee. The UG's bond origination fee for the CID Bonds shall be as provided by UG Ordinance O-15-01.

(O) Attorney General Approval. The Kansas Attorney General approves the transcript of proceedings relating to the CID Bonds.

(vii) Irrevocable Commitment to Build the Themed Hotel CID Improvements. Developer agrees that, upon initial issuance of the CID Bonds for the Themed Hotel CID, Developer will be irrevocably committed to building (or causing to be built) all of the CID Improvements, excluding Top Golf and the Arena.

(viii) Costs Reimbursed with CID Proceeds Are Not Included in Private Capital. In no event will any CID Proceeds received by Developer be considered to be "Private Capital" for any purpose whatsoever under the Agreement. If and to the extent that Developer has previously received credit for Project Costs as Private Capital and such Project Costs are subsequently reimbursed with CID Proceeds, Developer must provide additional Private Capital to make up for that portion which is reimbursed with CID Proceeds.

(ix) CID Proceeds Disbursement Conditions: For disbursements from the CID Proceeds for each particular component of the CID Improvements which is receiving CID Proceeds from the Themed Hotel CID, the following conditions precedent shall apply for each such component:

(A) All Development Plan approvals required by Applicable Laws and Requirements shall have been obtained for the component of the CID Improvements receiving disbursement of such CID Proceeds;

(B) For Atlas 9 and/or the Arena, Developer shall have delivered evidence of availability of public and private funding necessary for cashflow of construction of the items shown on the budget therefor (including Developer's private equity and/or debt financing, if necessary), which budget and private financing shall be approved by the UG in its sole discretion. Also, without limiting

the generality of the foregoing, Developer is specifically required to provide a detailed cashflow analysis demonstrating that in light of all requirements in this Agreement, Developer will have access to Private Capital, CID Proceeds, and other public financing, when needed, to maintain a continuous program of construction Atlas 9 and/or the Arena. If such cashflow analysis does not demonstrate Developer's access to Private Capital and CID Proceeds, when needed, to maintain a continuous program of construction of Atlas 9 and/or the Arena, the Developer shall provide to the UG evidence of the availability of additional Private Capital to meet any such funding gaps and to allow for a continuous program of construction for such applicable component(s).

(C) Vertical construction, pursuant to a GMP contract reviewed and approved by the UG (except in the case of Top Golf) shall have commenced on the component of the CID Improvements receiving disbursement of such CID Proceeds;

(D) The UG has approved Certificates of Expenditure for the Project Costs that Developer is seeking to be reimbursed with CID Proceeds in accordance with Section 4.7 of the Agreement;

(E) The 50/50 Limitation required pursuant to subsection (v) above has been satisfied; and

(F) Developer's land acquisition costs within the District may be reimbursed to Developer only after (x) all of the components of the Homefield Project (including without limitation, Homefield Building, Homefield Outdoor and Homefield Baseball) are completed and opened, and (y) all other STAR Bond-eligible Project Costs for the Homefield Project have been reimbursed to Developer.

(x) Payment of CID Administrative Fee. Notwithstanding anything set forth in Section 4.5(f) of the Agreement to the contrary, the parties hereby agree that a portion of CID Sales Taxes from the Themed Hotel CID shall be used to pay an administrative fee in an amount equal to 1.0% of the CID Sales Taxes collected in that same period (the "CID Administrative Fee"), and Developer hereby understands and agrees that such CID Administrative Fee shall be withheld by the UG prior to depositing the balance of the CID Proceeds to the CID Fund."

10. Exhibit 22 to First Amendment. Exhibit 22 and the respective Schedule 1 to Exhibit 22 to the First Amendment shall be deleted in their entirety.

11. Amendment to Developer Investments/Developer Grant. Developer has requested an extension on its obligation to make investments in new economic development projects in downtown and historically urban areas of Kansas City, Kansas, and the UG has agreed to such extension, provided that the following changes shall be made to Section 7.18 of the Agreement. Accordingly, the last two sentences of Section 7.18 shall be deleted in its entirety and replaced with all of the following:

"*However, in lieu of making donation payments as described in the Original Agreement, Developer hereby agrees to make investments in new economic development projects in downtown and historically urban areas of Kansas City, Kansas, and all of which investments shall be reasonably approved by the UG's Commission. Developer agrees* *that such investments shall be at least $4,350,000 within 180 days following the Additional Issuance. Developer and the UG hereby agree that an amount equal to $4,350,000 of STAR Bond Proceeds shall be escrowed in connection with the first Additional Issuance (the "Community Investments Escrow") and the funds in such Community Investments Escrow shall not be disbursed or otherwise available to Developer unless Developer shall timely make the investments described herein; and if Developer shall fail to timely make such investments, then the STAR Bond Proceeds in the Community Investments Escrow shall be, at the UG's discretion, refunded to bondholders.*

12. Amendment to Allow Unreimbursed Land Acquisition Costs as Private Capital Until Time of Reimbursement. The UG has agreed to Developer's request to allow Developer's unreimbursed land acquisition costs (which are not to be reimbursed with STAR Bonds until the conditions set forth in Section 4.3(e)(vi) have been satisfied in full) to be counted as Private Capital until such land acquisition costs are reimbursed with STAR Bonds. Accordingly, Section 4.3(c)(ii)(6) with a new subsection (6) and (7) as set forth below:

"(6) The portion of Developer's land acquisition costs within the District that will not be reimbursed to Developer until the conditions set forth in Section 4.3(e)(vi) below are satisfied will be deemed to be Private Capital until such time as the same are reimbursed with STAR Bonds or other public incentives, at which point such Private Capital must be specifically replaced by an equivalent amount of alternative Private Capital; and

(7) For purposes of Developer's credit for Additional Issuance Private Capital credit, demolition shall not be included."

13. Release of Right of Reversion. Given that Developer has now achieved Substantial Completion of all of the components of the Homefield Project, the UG hereby agrees that the Reversionary Interests described in Section 2.1(b)(iv) of the Agreement are fully released and of no further force and effect. The UG will cooperate with Developer, at no cost to the UG, to record such instruments as may be necessary to release the Reversionary Interests of record.

14. New State Reporting Requirements. Developer hereby agrees to cooperate with the UG and/or the Secretary of Commerce to provide information required for compliance with the new reporting requirements in K.S.A. Section 74-50,226 *et seq*.

15. Miscellaneous. In connection with this Amendment, the parties hereby agree as follows:

(a) Except as specifically modified by this Amendment, the Agreement shall be and remain in full force and effect in accordance with the terms thereof.

(b) It is the intent of the parties that the provisions of the Agreement, as modified by this Amendment, shall be enforced to the fullest extent permitted by applicable law. To the extent that the terms set forth in the Agreement, as modified by this Amendment, or any word, phrase, clause or sentence is found to be illegal or unenforceable for any reason, such word, phrase, clause or sentence shall be modified, deleted or interpreted in such a manner as to afford the party for whose benefit it was intended the fullest benefit commensurate with making the Agreement, as modified by this Amendment, enforceable and the balance of the Agreement shall not be affected thereby, the balance being construed as severable and independent.

(c) The parties declare and represent that no promises, inducements or agreements not herein expressed have been made; the Agreement, as modified by this Amendment, contain the entire agreement among the parties; and the terms hereof are contractual and not mere recitals.

(d) This Amendment shall be binding upon and inure to the benefit of the parties and their successors and assigns.

(e) This Amendment may be executed in counterparts.

(f) This Amendment shall be governed by, construed and interpreted in accordance with the laws of the State of Kansas.

[Remainder of page intentionally left blank. Signature pages immediately follow.]

IN WITNESS WHEREOF, the parties have duly executed this Amendment pursuant to all requisite authorizations as of the Amendment Effective Date.

UG:

THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

By:____

Printed Name: ___________________________________

Title: ____

STATE OF KANSAS)
) SS.
COUNTY OF WYANDOTTE)

This instrument was acknowledged before me on ______________, 2025 by ____________________ as _______________________ of the Unified Government of Wyandotte County/Kansas City, Kansas.

Printed Name: __________________________________

Notary Public in and for said State

Commissioned in ____________ County

My commission expires:

____

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the Amendment Effective Date.

DEVELOPER:

HFS KCK, LLC, a Kansas limited liability company

By:____
Name:______________________________________
Title:_______________________________________

STATE OF _________________)
) SS.
COUNTY OF _______________)

This instrument was acknowledged before me on _______________, 2025 by _________________________ as _________________________ of HFS KCK, LLC, a Kansas limited liability company.

____

Printed Name: ___________________________________

Notary Public in and for said State

Commissioned in ____________ County

My commission expires:

____

EXHIBIT 8 (Amended -- 2025)

Development Plan

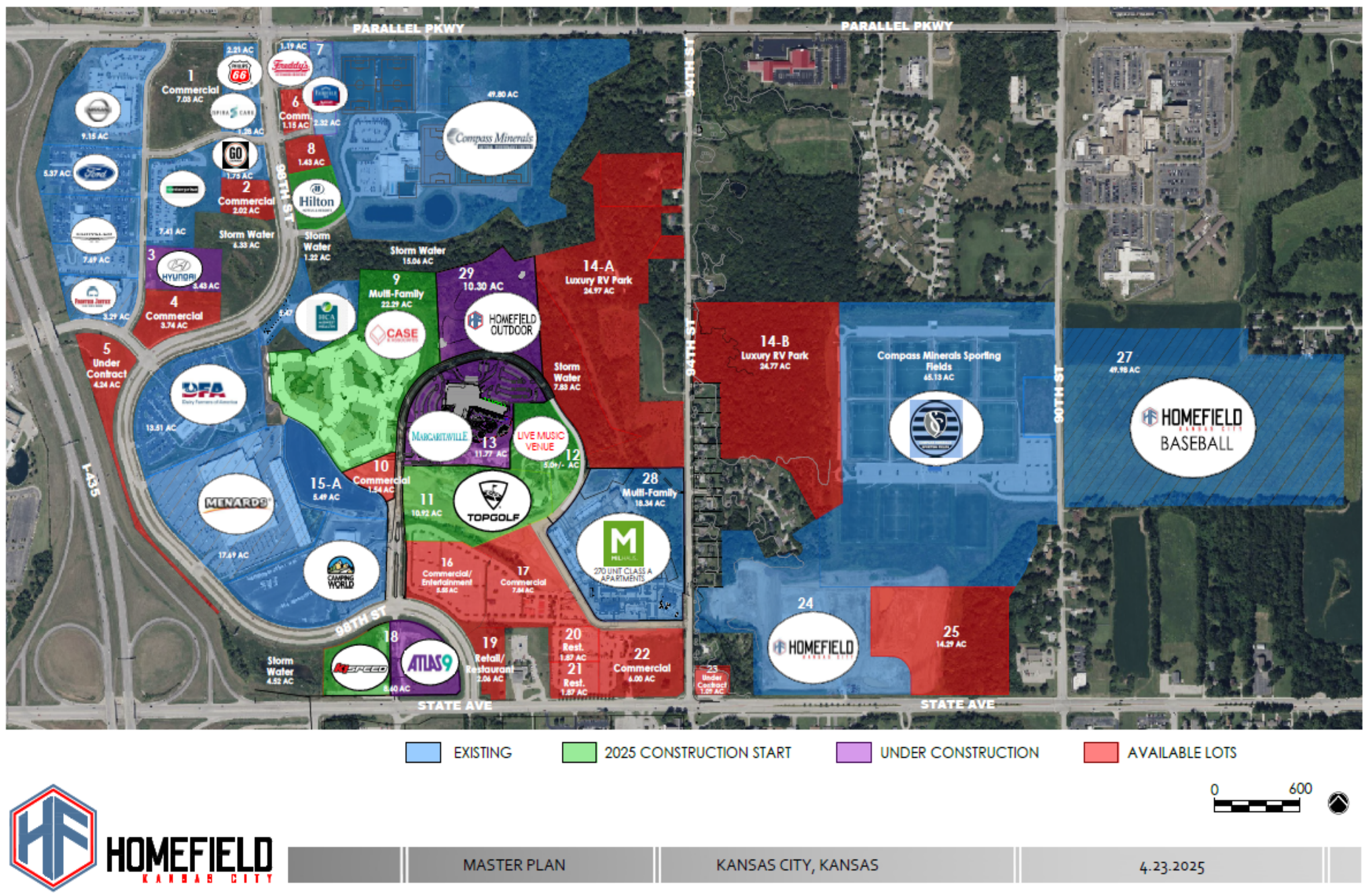


EXHIBIT 10 (Amended – 2025)

Homefield Outdoor – Concept Plan

EXHIBIT 12 (Amended – 2025)

Total Project Budget

[SUBJECT TO FURTHER REVIEW/REVISIONS]

Item##	Estimated Project Cost	Private Cost**!	2022 STAR Bonds - Revised Allocation ** !!	2025 STAR Bonds
Land Acquisition: SVV Site & Other***	$ 17,500,000			$ 17,500,000
Homefield Building^	$ 60,000,000		$ 56,533,816	
Homefield Baseball^	$ 40,000,000		$ 31,451,634	
Homefield Outdoor^	$ 15,000,000		$ 13,464,794	$ 5,986,618
Site Work and Other STAR bond Eligible Costs	See below^^, ^^^		$ 15,244,638	$ 5,818,500
Themed Hotel	$ 85,000,000	$ 152,158,179		
Top Golf (Lot 11)	$ 12,200,000	$ 30,000,000		
Live Music (Lot 12)	$ -	$ 70,000,000		
Sporting Fields, Field Upgrades & Restrooms	$ 5,000,000	$ 5,000,000		
Dentelements (Lot 4)	$ 8,650,000	$ 4,000,000		
Hyundai Dealership (Lot 3)	$ 4,750,000	$ 8,000,000		
Retail (Lot 1)	$ 9,000,000	$ 15,000,000		
Retail (Lot 2)	$ -	$ 8,000,000		
Auto Lot on 98th	$ 4,225,000	$ 4,225,000		
Case Apartments (Lot 9)	$ 12,200,000	$ 60,000,000		
Luxury RV Park - West	$ 8,000,000	$ 12,500,000		
Luxury RV Park - East	$ 8,000,000	$ 12,500,000		
Camping World	$ 12,900,136	$ 12,900,136		
Hilton Home 2 Suites (Lot 8-S)	$ 30,200,000	$ 20,000,000		
Retail (Lot 8-N)	$ -	$ 4,000,000		
Retail or Hotel (Lot 16)	$ 19,361,450	$ 50,000,000		
Pinnacle Indoor Facility & Upgrades	$ 12,000,000	$ 12,000,000		
New Uses on Pinnacle Land	$ 10,000,000	$ 10,000,000		
Marriott Fairfield Inn & Suites (Lot 7)	$ 12,880,000	$ 12,880,000		
Retail (Lot 17)	$ 16,211,200	$ 20,000,000		
Entertainment/Retail (Lot 10)	$ 11,250,000	$ 2,500,000		
Retail (Lot 6)	$ 1,275,000	$ 5,000,000		
Atlas9 (Lot 18-E)	$ 57,100,000	$ 32,000,000		$ 4,000,000
K1 Speed (Lot 18-W)	$ -	$ 10,000,000		
Retail (Lot 19)	$ 920,000	$ 3,000,000		
Retail (Lot 20)	$ 2,312,500	$ 3,500,000		
Retail (Lot 21)	$ 2,312,500	$ 3,500,000		
Retail (Lot 22)	$ 30,000,000	$ 10,000,000		
Retail (Lot 23)	$ 2,450,000	$ 4,000,000		
Retail & Lodging (Lot 25)	$ -	$ 20,000,000		
Retail on LoneStar Lot	$ 8,000,000	$ 8,000,000		
Texas Roadhouse (Lot 5)	$ 18,450,000	$ 5,000,000		
DFA Building #2	$ 9,000,000	$ 9,000,000		
Apartments	$ 48,471,336	$ 48,471,336		
Stadium Upgrades	$ 40,000,000	$ 40,000,000		
Professional Development, Design, Brokerage & Soft Costs	$ 13,500,000	$ 13,500,000		
SVV Infrastructre per DA 4.3.c.ii.4	$ 33,000,000	$ 33,000,000		
TOTAL USES:	$ 681,119,122	$ 773,634,651	$ 116,694,882	$ 33,305,118

**Except as set forth in "#" below, amounts in the "Private Cost" column are not capped in any way for purposes of calculating Private Capital expended to satisfy STAR Bond public/private ratios under the Agreement.

^Includes hard and soft costs, subject to the Act. Homefield Baseball includes Perfect Game land acquisition.

!Homefield Project Costs may be paid with Private Capital in conjunction with the Initial Issuance public/private ratio calculations and then reimbursed in whole or in part with Additional Issuance(s) of STAR Bond Proceeds, subject to the applicable public/private ratio calculation in Section 4.3(b) of the Agreement.

^^"Site Work and Other STAR Bond Eligible Costs" are included within the various line items within the "Estimated Project Cost" column above and included in one aggregated separate line item for purposes of the "STAR Bonds" columns above for reimbursement of any site work/infrastructure costs within the District.

Notwithstanding anything in this Exhibit 12 or the Agreement to the contrary, Private Capital Credit for the following four improvements shall only be counted in connection with Additional Issuance(s) for STAR Bond Proceeds in excess of $130MM, and only up to the following caps: Pinnacle Indoor Facility & Upgrades ($6MM); new retail on the Lone Star Pad ($4MM); the DFA Expansion (30% of actual costs); and the Soccer Stadium Upgrades ($20MM). Private Capital Credit will not be counted for improvements within the District that are located west of I-435, except in connection with (i) Additional Issuance(s) of STAR Bond Proceeds in excess of $130MM, and (ii) for projects in which one or more of Developer's ultimate owners has a significant ownership interest in such improvements.

##Subject to the limitation in "#", the estimated budget above is not exhaustive in describing line item expenses that can count as Private Capital for public/private ratio calculations for the STAR Bond issuances -- any Private Capital expended on other expenditures within the District shall qualify. However, any additional line item expenses added to the list above shall not be paid for or reimbursed with STAR Bond Proceeds except under the line items labeled "Site Work and Other STAR Bond Eligible Costs", pursuant to the terms of the Act.

***"Land Acquisition: Only after the Homefield Project has been completed.

^^^Reimbursable costs in this "Site Work and Other STAR Bond Eligible Costs" line item may include the following, subject to adjustment pursuant to Section 4.10 of the Agreement, and subject to the $21,063,138 cap in Section 4.2(b):

Cost overages from the Homefield Project	$ -
Themed Hotel - site work and reimbursable costs under the Act	$ 8,000,000
Mass grading, infrastructure, and paving for Project Areas 1, 2B, and 3 (master plan and lot specific)	$ 15,000,000
Interest & Carry Costs	$ 4,000,000
Master plan design, engineering, and planning	$ 9,000,000

EXHIBIT 18.A

Atlas 9 PILOT Schedule

Year 1	$100,000
Year 2	$104,000
Year 3	$108,160
Year 4	$112,486
Year 5	$116,986
Year 6	$121,665
Year 7	$126,532
Year 8	$131,593
Year 9	$136,857
Year 10	$142,331
Total	**$1,200,611**

A Tax Abatement Cost-Benefit Analysis of
HFS KCK, LLC (Homefield Arts)
for the Unified Government of Kansas City/Wyandotte County

Completed by

Municipal Consulting, LLC

5/21/2025

CONTENTS:

ABOUT THIS REPORT:

This report uses data that was collected from the firm involved and budget reports from each of the taxing entities where the project is to be located. This data is summarized on pages 4 and 5. In addition, various calculations were applied to the data using rates and information gathered from the current economic and financial conditions.

DEFINITIONS USED:

- **Rate of Return**: Incentives and tax abatements granted by the taxing entities are equivalent to a public investment in the firm. Comparing these investments to the various benefits received over the 10-year project period by the public entity produces an average annual rate of return for the period. Generally, a rate of return that exceeds the entity's cost of capital would be considered a favorable investment.

- **Net Present Value:** This is the amount that a future series of payments is worth today, given an assumed discount rate. The only way to accurately compare payments to be made or received in the future to the dollar value at present is with Net Present Value. Generally a positive net present value represents an acceptable investment opportunity.

- **Benefit - Cost Ratio**: Typically referred to as the "Cost-Benefit Ratio," this is the ratio of the public entity benefits received over the 10-year project life to the public costs incurred over the same period. If the ratio is above 1.0, then the benefits exceed the costs, and if it is less than 1.0, the costs exceed the benefits. Generally, a public entity would like to have a Benefit-to-Cost ratio of 1.3 or better in order to grant a tax abatement and/or other incentives. However, the governing body may take into account the other economic benefits of the project in making that decision.

DISCLAIMER:

This report is prepared using a variety of assumptions regarding discount rate, inflation rate, and other economic variables. It also uses information submitted by the firm based on its best estimates of what they expect to occur in the next decade. Future business results and economic factors are not and cannot be guaranteed. Therefore, we provide no guarantee on the future performance of the firm, or that conditions within the taxing entities will remain as they are today. The governing body should make its decision on the best information presented, while fully recognizing that future performance could be substantially different.

COMMENTS SPECIFIC TO THIS PROJECT:

The overall costs and benefits for each taxing entity are:

Taxing Entity	Benefit to Cost Ratio	Average Return on Investment
City of Kansas City	10.06	91%
Wyandotte County	4.39	34%
Kansas City USD 500	3.56	26%
KC Community College	0.56	-4%
State of Kansas	23.18	222%

Each of the taxing entities has a positive benefit-to-cost ratio in excess of the desired 1.3 except for the community college. This report assumes that the Unified Government will approve a 100% property tax abatement. A PILOT payment has been considered in this analysis. This report assumes that the existing sales tax rates for the city, county and state will remain the same. The proposed average salary of the new jobs is below the county average wage and we adjusted retail spending estimates accordingly.

The PILOT payment schedule used in this analysis is according to the terms of the development agreement which provides for the PILOT to be in place of any property tax payment except for the school capital outlay amount.

If you have any questions or comments, you may reach me with the contact information below.

Steve Robb

R. Steven Robb
Sole Owner
Municipal Consulting, LLC
Cell: 620-704-6495 E-Mail: steverobb@ckt.net
2207 N. Free King Hwy, Pittsburg, KS 66762-8418

COST-BENEFIT ANALYSIS PROJECT SUMMARY			
PROJECT NAME:	**HFS KCK, LLC (Homefield Arts)**		
DATE:	5/21/2025		

GOVERNMENTAL ENTITIES INVOLVED:			
CITY:		**City of Kansas City**	
COUNTY:		**Wyandotte County**	
SCHOOL DISTRICT:		**Kansas City USD 500**	
SPECIAL TAXING DISTRICT #1		**KC Community College**	
STATE:		**State of Kansas**	
INFLATION RATE:	2.40%	Discount Rate:	7.50%

The project includes the design and construction of an immersdive art museum with multiple installations, interactives and integrated performances, which may include a movie theater, concessions gift shop and auditorium.

Although the number of jobs is important, the main benefits from this project will be the visitors to the area and their associated retail spending.

HFS KCK, LLC (Homefield Arts)

Community Data Inputs:	City of Kansas City	Wyandotte County	Kansas City USD 500	KC Community College	State
Mill Levy	34.462000	33.459000	61.319000	24.073000	1.500
Sales Tax	1.625%	1.000%	n/a	n/a	6.50%
Transient Guest Tax	8.00%	0.00%	n/a	n/a	n/a
Utility Revenue/HsHld	$499.74	n/a	n/a	n/a	n/a
Franchise Fees/HsHld	$110.38	n/a	n/a	n/a	n/a
Other Revenues/Res.	$96.21	$59.88	n/a	$331.27	$2,462.21
Marg. Cost/Res./Student	$102.72	$38.07	$2,229.65	$81.09	$942.66
Other Revenues/Worker	$86.41	$53.78	n/a	$297.53	$798.66
Marginal Cost/New Worker	$92.26	$34.19	n/a	$24.28	$2,086.08
State Funding/Pupil	n/a	n/a	$13,012.28	n/a	$10,800
Fed & Local Funding/Pupil	n/a	n/a	$9,284.27	n/a	$6,197
Visitor Daily Spending	$60.00	$75.00			$75.00
Average Hotel Room Rate	$145	$145	Total Mill Levy:	154.813	n/a
Retail Pull Factor	0.97	0.99			n/a
Percent of County Share	90.60%	100.00%			n/a
Ann. Local Per Capita Sales Tax	$211	$198			n/a
Ann. State Per Capita Sales Tax	$1,100	$1,116			$1,779
Annual Per Capita Retail Sales	$16,919	$17,177			$27,367
Average Household Size	2.68	2.67			2.49
Avg. Wage-All Occupations	$53,726	$53,726			$56,270

HFS KCK, LLC (Homefield Arts)

Firm Data Inputs:			Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	
Investment in Land			300,000										Total
Investment in Building & Fixtures			28,000,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$28,000,000
Other Project Costs			1,700,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$1,700,000
Total Project Investment			30,000,000										
Value of city sales tax exemption:		$73,125	Value of county sales tax exemption		$45,000		Value of state sales tax exemption:		$568,750				$686,875
	Growth	**Const. Per.**	**Yr. 1**	**Yr. 2**	**Yr. 3**	**Yr. 4**	**Yr. 5**	**Yr. 6**	**Yr. 7**	**Yr. 8**	**Yr. 9**	**Yr. 10**	**Total**
Sales	0.00%		$19,000,000	$19,570,000	$20,157,100	$20,761,813	$21,384,667	$22,026,207	$22,686,993	$23,367,603	$24,068,631	$24,790,690	$217,813,704
Purchases	0.00%		$175,000	$180,250	$185,657	$191,227	$196,964	$202,873	$208,959	$215,228	$221,685	$228,335	$2,006,178
Net Utility Revenue	2.40%	$0	$11,244	$21,749	$22,271	$22,805	$23,353	$23,913	$24,487	$25,075	$25,677	$26,293	$226,866
Franchise Fees-Firm	2.40%	$0	$2,484	$4,804	$4,919	$5,037	$5,158	$5,282	$5,409	$5,539	$5,671	$5,808	$50,110
PILOT- City		$0	$22,260	$23,151	$24,077	$25,040	$26,042	$27,083	$28,167	$29,293	$30,465	$31,683	$267,261
PILOT - County		$0	$21,613	$22,477	$23,376	$24,311	$25,284	$26,295	$27,347	$28,441	$29,578	$30,761	$259,482
PILOT - State		$0	$969	$1,008	$1,048	$1,090	$1,133	$1,179	$1,226	$1,275	$1,326	$1,379	$11,633
PILOT - School		$0	$39,608	$41,193	$42,840	$44,554	$46,336	$48,190	$50,117	$52,122	$54,207	$56,375	$475,543
PILOT - Comm. Coll.		$0	$15,550	$16,172	$16,819	$17,491	$18,191	$18,919	$19,675	$20,462	$21,281	$22,132	$186,692
New Employees			45.0	40.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	85
New to the City		50%	22.5	20.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	43
New to the County		75%	33.8	30.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	65
New to the State			5.0	5.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	10
New students in K-12		50%	22.5	20.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	43
New employee average salary			$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	N/A
Tax Abatement-Land			100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	N/A
Tax Abatement-Bldg.			100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	N/A
Visitors	0.0%	0	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	2,000,000
			City	**County**	**State**								
Percentage of sales taxable in the			100%	100%	100%								
Percentage of purchases taxable in the			50%	50%	75%								
Assumed Inflation Rate			2.40%										

COST-BENEFIT ANALYSIS PROJECT SUMMARY

PROJECT NAME: **HFS KCK, LLC (Homefield Arts)**

DATE: 5/21/2025

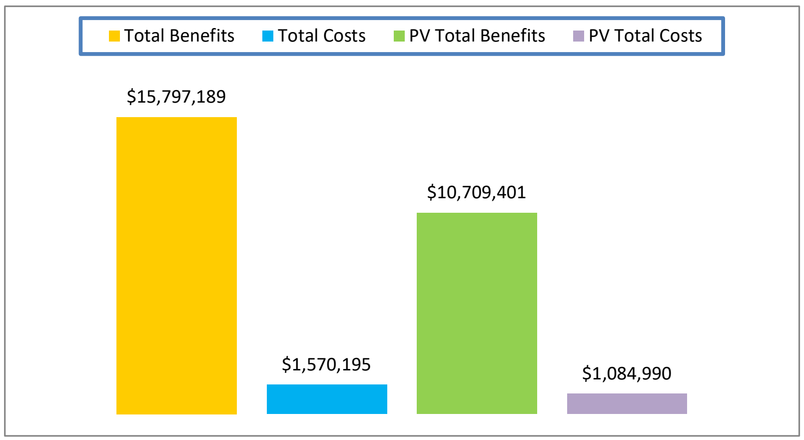
Entity	Total Benefits	Total Costs & Incentives	Net Benefits	Net Present Value of Net Benefits	NPV of Incentives & Taxes Abated	Ratio of NPV of Net Benefits to NPV of Incentives and Taxes Abated	Actual Benefit to Actual Cost Ratio	Avg. Annual Rate of Return
City of Kansas City	$15,797,189	$1,570,195	$14,226,994	$9,624,411	$1,003,040	9.60	10.06	91%
Wyandotte County	$6,348,817	$1,445,800	$4,903,018	$3,318,108	$947,851	3.50	4.39	34%
Kansas City USD 500	$11,159,261	$3,137,948	$8,021,313	$5,321,570	$1,438,749	3.70	3.56	26%
KC Community College	$583,708	$1,034,373	-$450,665	-$309,777	$649,581	-0.48	0.56	-4%
State of Kansas	$40,084,947	$1,729,132	$38,355,815	$25,932,310	$609,226	42.57	23.18	222%

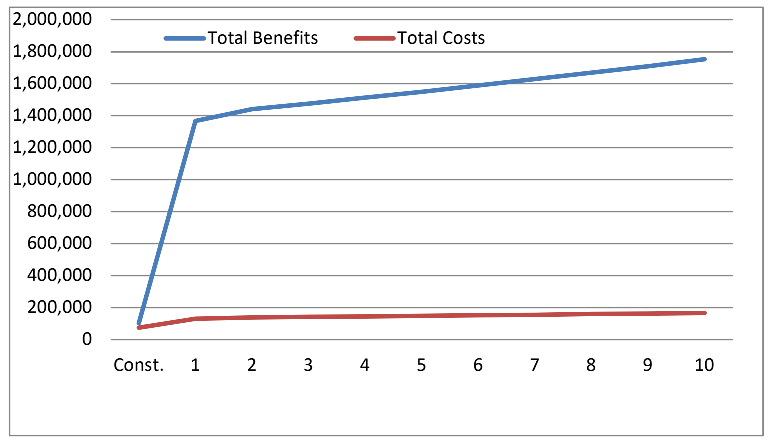
SUMMARY OF COSTS AND BENEFITS FOR: **City of Kansas City**
PROJECT: **HFS KCK, LLC (Homefield Arts)**
DATE: 5/21/2025

DISCOUNT RATE: 7.50%

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period:	**10.06**
Ratio of Present Value of Total Benefits to Present Value of Total Costs:	**9.87**
(Typical desired ratio would be 1.3 to 1) **Average ROI**	**90.61%**

Year	Sales and Transient Guest Taxes	New Property Taxes	Utilities and Franchise Fees	PILOT Payment	Other City Revenues	Total Benefits	Net Present Value of Total Benefits	Cost of Various City Services	Incentives and Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Incentives & Taxes Abated
Const.	102,027	0	0	0	0	102,027	102,027	0	73,125	73,125	73,125	28,902	28,902	28,902	73,125
1	1,324,735	0	13,728	22,260	5,715	1,366,438	1,271,105	6,102	123,202	129,303	120,282	1,237,135	1,266,036	1,150,823	114,606
2	1,379,363	0	26,553	23,151	11,054	1,440,121	1,246,184	11,802	126,158	137,961	119,382	1,302,160	2,568,197	1,126,802	109,169
3	1,413,285	0	27,190	24,077	11,320	1,475,872	1,188,019	12,086	129,186	141,272	113,718	1,334,600	3,902,797	1,074,300	103,990
4	1,448,079	0	27,843	25,040	11,591	1,512,553	1,132,600	12,376	132,287	144,662	108,323	1,367,891	5,270,687	1,024,277	99,056
5	1,483,767	0	28,511	26,042	11,870	1,550,189	1,079,798	12,673	135,462	148,134	103,184	1,402,055	6,672,742	976,613	94,357
6	1,520,373	0	29,195	27,083	12,155	1,588,806	1,029,485	12,977	138,713	151,690	98,289	1,437,116	8,109,858	931,196	89,881
7	1,557,920	0	29,896	28,167	12,446	1,628,428	981,543	13,288	142,042	155,330	93,626	1,473,098	9,582,957	887,917	85,616
8	1,596,433	0	30,613	29,293	12,745	1,669,084	935,859	13,607	145,451	159,058	89,184	1,510,026	11,092,983	846,675	81,555
9	1,635,937	0	30,613	30,465	13,051	1,710,066	891,942	13,934	148,942	162,875	84,953	1,547,190	12,640,173	806,989	77,686
10	1,676,457	0	32,100	31,683	13,364	1,753,605	850,839	14,268	152,516	166,784	80,923	1,586,821	14,226,994	769,916	74,000
Total	$15,138,376	$0	$276,242	$267,261	$115,311	$15,797,189	$10,709,401	$123,112	$1,447,083	$1,570,195	$1,084,990	$14,226,994	$14,226,994	$9,624,411	$1,003,040





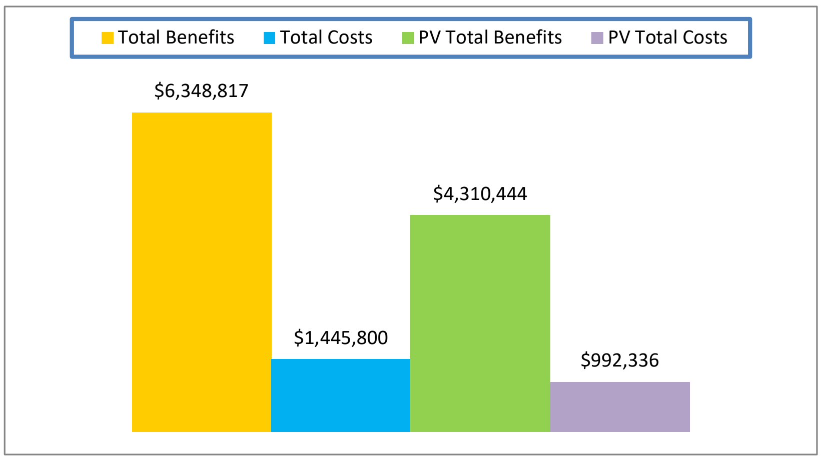
* The development agreement calls for 1% of the city's 1.625% sales tax and 7.84% of the transient guest tax on sales in the project area to be applied toward the project Star bonds.

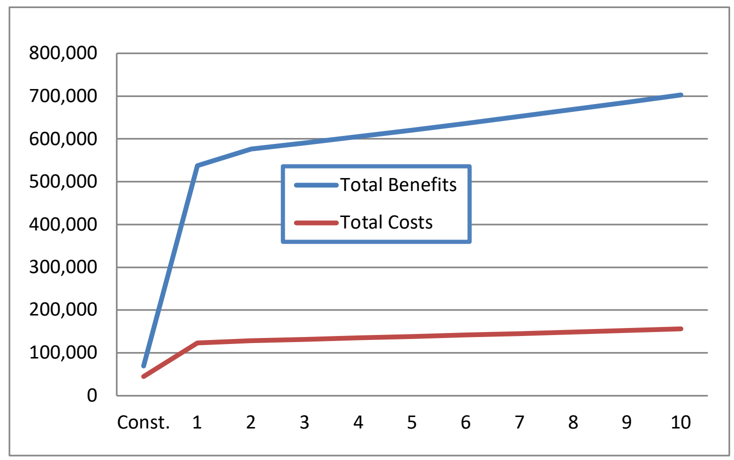
SUMMARY OF COSTS AND BENEFITS FOR: **Wyandotte County** **4.39**

PROJECT: **HFS KCK, LLC (Homefield Arts)** **4.34**

DATE: 5/21/2025 **DISCOUNT RATE:** 7.50% (Typical desired ratio would be 1.3 to 1) **Average ROI** **33.91%**

Year	Sales Taxes	New Property Taxes	PILOT Payment	Other County Revenues	Total Benefits	Net Present Value of Total Benefits	Cost of Various County Services	Incentives and Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Incentives & Taxes Abated
Const.	69,300	0	0	0	69,300	69,300	0	45,000	45,000	45,000	24,300	24,300	24,300	45,000
1	511,097	0	21,613	5,210	537,920	500,390	3,312	119,616	122,928	114,352	414,991	439,291	386,038	111,271
2	544,161	0	22,477	10,077	576,715	499,050	6,407	122,487	128,893	111,536	447,822	887,113	387,515	105,992
3	557,370	0	23,376	10,319	591,065	475,784	6,561	125,426	131,987	106,244	459,078	1,346,191	369,540	100,963
4	570,932	0	24,311	10,567	605,810	453,631	6,718	128,437	135,155	101,204	470,655	1,816,847	352,427	96,173
5	584,856	0	25,284	10,820	620,960	432,535	6,879	131,519	138,398	96,403	482,561	2,299,408	336,132	91,611
6	599,151	0	26,295	11,080	636,526	412,444	7,044	134,676	141,720	91,829	494,806	2,794,214	320,615	87,265
7	613,829	0	27,347	11,346	652,521	393,310	7,213	137,908	145,121	87,472	507,400	3,301,614	305,838	83,125
8	628,898	0	28,441	11,618	668,957	375,085	7,386	141,218	148,604	83,323	520,352	3,821,967	291,763	79,181
9	644,370	0	29,578	11,897	685,845	357,725	7,564	144,607	152,171	79,370	533,674	4,355,641	278,356	75,425
10	660,255	0	30,761	12,182	703,199	341,188	7,745	148,077	155,823	75,604	547,377	4,903,018	265,584	71,846
Total	$5,984,220	$0	$259,482	$105,115	$6,348,817	$4,310,444	$66,830	$1,378,970	$1,445,800	$992,336	$4,903,018	$4,903,018	$3,318,108	$947,851





* The development agreement calls for 93.4368% of the county's 1% sales tax on sales from the project area to go toward retiring the Star bonds for the project.

SUMMARY OF COSTS AND BENEFITS FOR: Kansas City USD 500

PROJECT: HFS KCK, LLC (Homefield Arts)

DATE: 5/21/2025

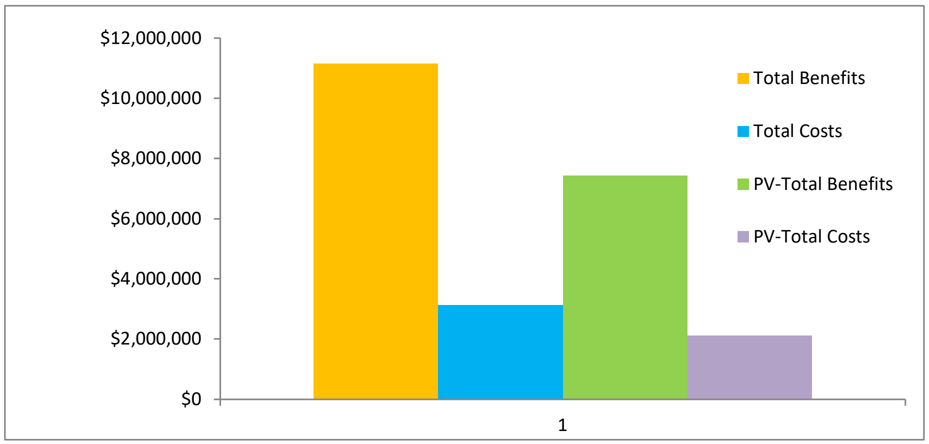
DISCOUNT RATE: 7.50%

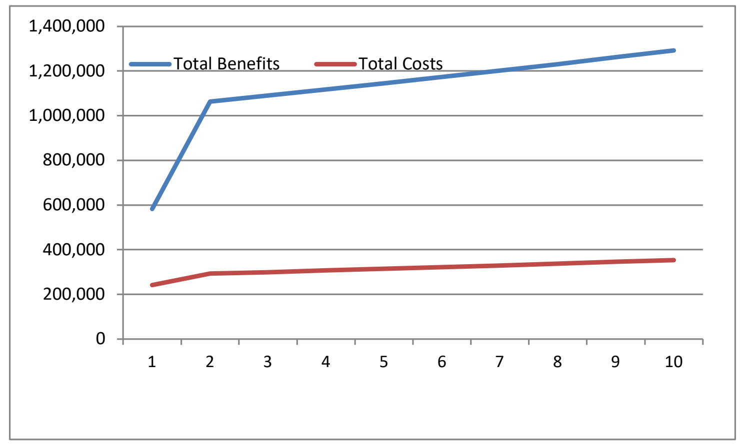
Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 3.56

Ratio of Present Value of Total Benefits to Present Value of Total Costs: 3.52

(Typical desired ratio would be 1.3 to 1) **Average ROI** 25.56%

Year	New Property Taxes	PILOT Payment	District Capital Outlay Taxes	Additional State, Federal and Other Funding	Total Benefits	Net Present Value of Total Benefits	Additional Marginal Costs	Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Taxes Abated
1	0	39,608	28,600	513,712	581,921	541,322	50,167	190,615	240,783	223,984	341,138	341,138	317,338	177,317
2	0	41,193	29,286	993,634	1,064,113	920,812	97,035	195,190	292,225	252,872	771,889	1,113,027	667,940	168,904
3	0	42,840	29,989	1,017,481	1,090,311	877,657	99,363	199,875	299,238	240,875	791,073	1,904,100	636,783	160,891
4	0	44,554	30,709	1,041,901	1,117,164	836,533	101,748	204,672	306,420	229,447	810,744	2,714,844	607,086	153,258
5	0	46,336	31,446	1,066,907	1,144,689	797,343	104,190	209,584	313,774	218,562	830,915	3,545,759	578,781	145,987
6	0	48,190	32,201	1,092,512	1,172,903	759,996	106,691	214,614	321,305	208,193	851,598	4,397,357	551,803	139,062
7	0	50,117	32,974	1,118,733	1,201,823	724,405	109,251	219,765	329,016	198,316	872,808	5,270,164	526,089	132,464
8	0	52,122	33,765	1,145,582	1,231,469	690,487	111,873	225,039	336,912	188,907	894,557	6,164,721	501,580	126,180
9	0	54,207	34,575	1,173,076	1,261,858	658,164	114,558	230,440	344,998	179,945	916,860	7,081,581	478,219	120,194
10	0	56,375	35,405	1,201,230	1,293,010	627,361	117,308	235,970	353,278	171,408	939,732	8,021,313	455,952	114,491
Total	$0	$475,543	$318,950	$10,364,768	$11,159,261	$7,434,080	$1,012,184	$2,125,764	$3,137,948	$2,112,510	$8,021,313	$8,021,313	$5,321,570	$1,438,749





SUMMARY OF COSTS AND BENEFITS FOR: **KC Community College**

PROJECT: **HFS KCK, LLC (Homefield Arts)**

DATE: 5/21/2025

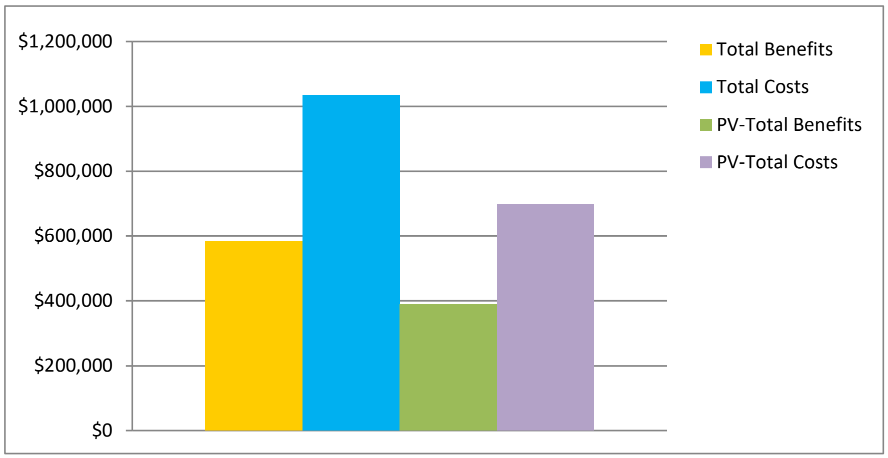
DISCOUNT RATE: 7.50%

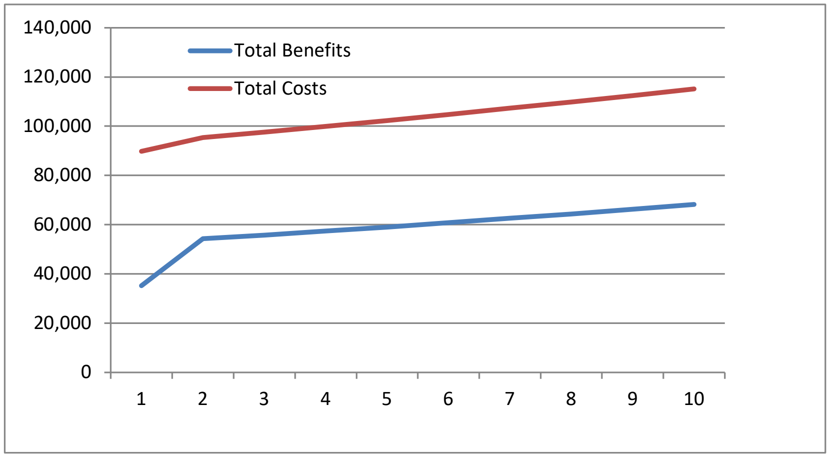
Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: **0.56**

Ratio of Present Value of Total Benefits to Present Value of Total Costs: **0.56**

(Typical desired ratio would be 1.3 to 1) **Average ROI** **-4.36%**

Year	New District Property Taxes	PILOT Payment	Other District Revenues	Total Benefits	Net Present Value of Total Benefits	Other District Costs	Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Taxes Abated
1	0	15,550	19,677	35,227	32,769	3,698	86,061	89,759	83,497	-54,532	-54,532	-50,727	80,057
2	0	16,172	38,061	54,232	46,929	7,153	88,126	95,279	82,448	-41,047	-95,579	-35,519	76,259
3	0	16,819	38,974	55,793	44,911	7,324	90,241	97,566	78,537	-41,773	-137,352	-33,626	72,641
4	0	17,491	39,909	57,401	42,982	7,500	92,407	99,907	74,811	-42,507	-179,859	-31,829	69,195
5	0	18,191	40,867	59,058	41,138	7,680	94,625	102,305	71,262	-43,247	-223,106	-30,124	65,912
6	0	18,919	41,848	60,767	39,374	7,865	96,896	104,761	67,881	-43,994	-267,100	-28,506	62,785
7	0	19,675	42,852	62,528	37,689	8,053	99,222	107,275	64,660	-44,747	-311,847	-26,971	59,806
8	0	20,462	43,881	64,343	36,077	8,247	101,603	109,849	61,593	-45,506	-357,353	-25,515	56,969
9	0	21,281	44,934	66,215	34,537	8,444	104,041	112,486	58,671	-46,271	-403,624	-24,134	54,266
10	0	22,132	46,012	68,145	33,063	8,647	106,538	115,185	55,887	-47,041	-450,665	-22,824	51,692
Total	$0	$186,692	$397,017	$583,708	$389,469	$74,612	$959,761	$1,034,373	$699,246	-$450,665	-$450,665	-$309,777	$649,581





SUMMARY OF COSTS AND BENEFITS FOR: **State of Kansas**

PROJECT: **HFS KCK, LLC (Homefield Arts)**

DATE: 5/21/2025

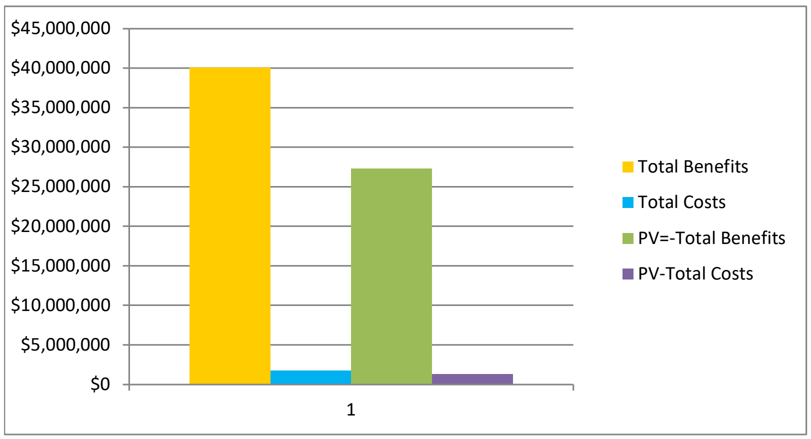
DISCOUNT RATE: 7.50%

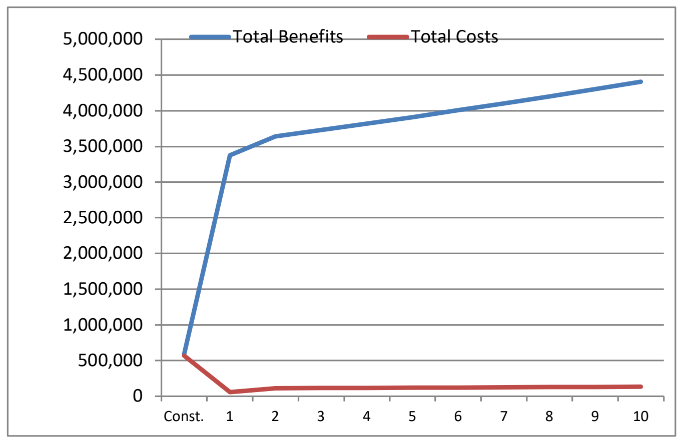
Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: **23.18**

Ratio of Present Value of Total Benefits to Present Value of Total Costs: **20.34**

(Typical desired ratio would be 1.3 to 1) **Average ROI** **221.82%**

Year	Sales Taxes	New Property Taxes	Corporate and Personal Income Taxes	PILOT Payment	Other State Revenues	Total Benefits	Net Present Value of Total Benefits	Cost of Various State Services	Cost of Educating New Students	Incentives and Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Present Value of Taxes Abated and Incentives
Const.	450,450	$0	140,000	0	0	590,450	590,450	0	$0	$568,750	568,750	568,750	21,700	21,700	21,700	568,750
1	3,303,671	$0	47,250	969	25,172	3,377,062	3,141,453	18,349	33,311	$5,363	57,023	53,044	3,320,039	3,341,739	3,088,408	4,988
2	3,499,733	$0	89,250	1,008	51,553	3,641,543	3,151,146	37,578	68,222	$5,491	111,291	96,304	3,530,252	6,871,991	3,054,842	4,752
3	3,585,682	$0	89,250	1,048	52,790	3,728,769	3,001,512	38,480	69,859	$5,623	113,962	91,735	3,614,807	10,486,798	2,909,777	4,526
4	3,673,924	$0	89,250	1,090	54,057	3,818,321	2,859,161	39,404	71,536	$5,758	116,697	87,383	3,701,623	14,188,422	2,771,778	4,312
5	3,764,521	$0	89,250	1,133	55,354	3,910,259	2,723,725	40,349	73,253	$5,896	119,498	83,237	3,790,761	17,979,183	2,640,487	4,107
6	3,857,538	$0	89,250	1,179	56,683	4,004,649	2,594,859	41,318	75,011	$6,038	122,366	79,288	3,882,284	21,861,466	2,515,570	3,912
7	3,953,039	$0	89,250	1,226	58,043	4,101,558	2,472,234	42,309	76,811	$6,183	125,303	75,527	3,976,255	25,837,721	2,396,707	3,727
8	4,051,091	$0	89,250	1,275	59,436	4,201,052	2,355,539	43,325	78,654	$6,331	128,310	71,944	4,072,742	29,910,464	2,283,596	3,550
9	4,151,764	$0	89,250	1,326	60,863	4,303,203	2,244,479	44,364	80,542	$6,483	131,389	68,531	4,171,813	34,082,277	2,175,949	3,381
10	4,255,128	$0	89,250	1,379	62,323	4,408,081	2,138,774	45,429	82,475	$6,638	134,543	65,279	4,273,538	38,355,815	2,073,495	3,221
Total	$38,546,540	$0	$990,500	$11,633	$536,274	$40,084,947	$27,273,332	$390,905	$709,674	$628,553	$1,729,132	$1,341,022	$38,355,815	$38,355,815	$25,932,310	$609,226





* The development agreement calls for 100% of the state's 6.5% sales tax on sales from the project area to go toward retiring the Star bonds for the project.

HFS KCK, LLC (Homefield Arts)

Other Economic Impacts of the Project

	In the First Year	Over 10 Years
Permanent jobs created	45	85
Construction jobs created	139	0
Number of New Residents in the Community	60	114
Number of Additional Students in the Local School District	23	43
Increase in Local Personal Incomes	$2,250,000	$40,500,000
Increase in Local Retail Sales	$39,031,952	$536,410,754
Increase in the Community's Property Tax Base	$28,000,000	$28,000,000

Estimated Annual Property Tax Revenue after the abatement period ends:

City	$156,177
County	$151,631
School	$277,889
Comm. Coll.	$109,095
State	$6,798
Total	$701,589

HFS KCK, LLC (Homefield Arts)

Overall Cost-Benefit Summary

TAXING ENTITY	DIRECT REVENUES: Sales and Guest Taxes	DIRECT REVENUES: PILOT Payment	DIRECT REVENUES: New Property Taxes	DIRECT REVENUES: School Federal & State Funding	DIRECT REVENUES: Corporate & Personal Income Taxes	DIRECT REVENUES: City Utilities & Franchise Fees	TOTAL DIRECT REVENUES	ALL INDIRECT REVENUES	TOTAL ALL REVENUES	DIRECT COSTS: Cost of Educating New Students	INDIRECT COSTS: Incentives & Indirect Costs	TOTAL COSTS	NET BENEFITS
City of Kansas City	15,138,376	267,261	0			276,242	15,681,878	115,311	**15,797,189**	0	1,570,195	**1,570,195**	**14,226,994**
Wyandotte County	5,984,220	259,482	0				6,243,702	105,115	**6,348,817**	0	1,445,800	**1,445,800**	**4,903,018**
Kansas City USD 500		475,543	318,950	10,364,768			11,159,261	0	**11,159,261**	1,012,184	2,125,764	**3,137,948**	**8,021,313**
KC Community College		186,692	0				186,692	397,017	**583,708**	0	74,612	**74,612**	**509,097**
State of Kansas	38,546,540	11,633	0	0	990,500		39,548,673	536,274	**40,084,947**	709,674	1,019,458	**1,729,132**	**38,355,815**
TOTALS	$59,669,136	$1,200,610	$318,950	$10,364,768	$990,500	$276,242	$72,820,207	$1,153,717	**$73,973,923**	$1,721,858	$6,235,828	**$7,957,687**	**$66,016,237**

DEVELOPMENT AGREEMENT AMEDMENT | JUNE 2025

HOMEFIELD

MASTERPLAN

TALKING POINTS

- No request for additional STAR Bonds
- The 2022 issuance was +-$13,300,000 short of the estimated issuance
- At the time of the 2022 issuance, interest rates doubled from where they were just 5 months prior
- This 2025 issuance would fund up to the currently approved amount in the DA ($150,000,000)
- Since Homefield acquired the failed asset in 2020 they have invested or caused to be invested +-$430,000,000 in the project.
- $220,000,000 in new transactions are in process
- Through historic inflation and market uncertainty, Homefield has caused the development of a $180,000,000 Margaritaville Resort hotel and an Immersive Museum, Atlas 9. Two of the most difficult asset classes to finance, even in robust times.
- Homefield is requesting additional time for the community investment and has offered to impound the funds from the next bond issuance as further evidence of their commitment

TALKING POINTS

- 3/24-5/25 382,900 total visits to Homefield Showcase
- Per Pacer AI Technology, 27% of visits were at Hotels and Casinos beforehand & 19%patronized food establishments afterwards
- 3/24-5/25 478,600 total visits to Homefield Baseball
- Per Pacer AI Technology, 23% of visits were at Hotels and Casinos beforehand & 22%patronized food establishments afterwards

COMMUNITY INVOLVEMENT & INVESTMENT

- December 2024: Hosted the KCKPS Excellence Awards
- 300 students and their families
- March 2025: Hosted and operated March Gladness 3v3 Basketball Tournament for the Sharewaves Foundation
- • 75 local youth teams competed in a 1 day basketball tournament to raise money for the Sharewaves Foundation. They fund kids in the KC Metro area to participate in sports that otherwise could not.
- May 2025: Hosted the KCKPS Excellence Awards
- • 350 students and their families
- • Catered dinner for all volunteers and staff after the event
- Scheduled:
- June 2025: Hosting a fundraising event for The Battle Within called "Mash Plastic". It's a local celebrity wiffle ball tournament
- August 2025: Hosting the KCKPS Back to School Fair. We will serve over 3500 families in Wyandotte county getting ready for school
- October 2025: Hosting the Piper Education Foundation silent auction fundraiser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HOMEFIELD

HOMEFIELD
KANSAS CITY

MARGARITAVILLE - KANSAS CITY, KS

- 229 ROOM FULL SERVICE RESORT
- CONFERENCE CENTER
- RESORT STYLE INDOOR & OUTDOOR POOLS
- $180,000,000 COST
- OPENING JUNE 2025

➢ Link to drone


MARGARITAVILLE

HOMEFIELD
KANSAS CITY

ATLAS9

- KANSAS CITY, KS

- 50,000 SQ FT
- $35,000,000 COST

WATCH VIDEO

Food, beverage, events, and retail options are all woven into the experience along with a 240-seat movie theater that offers countless opportunities for screenings, film festivals, and a performance venue for live events.

Atlas9 is the Midwest's premiere immersive art experience.

Each year, thousands of ticketed visitors will explore multiple installations, interactives, and integrated live performance

ATLAS9

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HOMEFIELD
KANSAS CITY

businesswire

VICI Properties Inc. Announces Partnership With Homefield Kansas City in Youth Sports Recreation Campus and Margaritaville Resort

Business Wire
Tue, Jan 23, 2024 · 6 min read

In This Article:

VICI -0.12%

NEW YORK, January 23, 2024--(BUSINESS WIRE)--VICI Properties Inc. (NYSE: VICI) ("VICI Properties", "VICI" or the "Company"), an experiential real estate investment trust, announced today that the Company has entered into a construction loan agreement for up to $105 million in financing to affiliates of Homefield Kansas City ("Homefield") to fund the development of a Margaritaville Resort in Kansas City, Kansas. The construction loan has an initial term of 3 years with three 12-month extension options, subject to certain conditions.

The Margaritaville Resort, set to open in the Summer of 2025, will serve as the anchor to the Homefield Development, an ongoing project in Kansas City, Kansas, and serve as the hub for Homefield's new youth sports training facility and baseball center that are currently under development within the Homefield Resort campus, with targeted openings in Spring of 2024 for both assets.

HOMEFIELD

MASTERPLAN

Tracking ID: 21487

Report to
Economic Development & Finance

MEETING DATE	PRESENTER	DEPARTMENT
	Jeffrey Conway, Assistant Counsel jconway@wycokck.org x5075	Legal

AGENDA ITEM #4.3.
RESOLUTION: SAUER CASTLE INDUSTRIAL REVENUE BONDS

BACKGROUND
Adopt a resolution of intent to issue Industrial Revenue Bonds for Sauer Castle, LLC in the amount of $11,500,000 located at 911, 935, and 945 Shawnee Drive in Kansas City, Kansas. This is for sales tax exemption only; no property tax abatement.

RECOMMENDATION
Approve

BUDGET IMPACTS / FINANCIAL CONSIDERATIONS
The value of issuing IRBs original request was to exempt up to $11,500,000 in improvements exempt from sales tax, however, since construction is already underway, the developer is only requesting the tax exemption on $6.885 million, with the total value of the sales tax exemption of $628,256 (9.125% total tax rate). Of this amount of $628,256, $447,525 is the state share; $68,850 is the City General Fund share, $17,213 is the City EMS sales tax share; and the $25,819 is the Public Safety & Infrastructure sales tax share. For the County 1% sales tax, the County's share would be a total of $68,850 (County 20.36% or $14,382, the City of Kansas City 73.36% or $50,508; and $3,959 is Bonner Springs, Edwardsville, and Lake Quivira.)

LEGAL CONSIDERATIONS

ATTACHMENTS
Resolution of Intent - Sauer Castle (UG), SAUER - CASTLE REDEVELOPMENT -- IRB Application (103114839v1)-c

Approved by Administrator to add to agenda.

RESOLUTION NO. R-____-25

RESOLUTION DETERMINING THE INTENT OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, TO ISSUE ITS INDUSTRIAL REVENUE BONDS IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED $11,500,000 TO FINANCE THE COSTS OF ACQUIRING, CONSTRUCTING, IMPROVING AND EQUIPPING A COMMERCIAL PROJECT FOR THE BENEFIT OF SAUER CASTLE, LLC, AND ITS SUCCESSORS AND ASSIGNS (SALES TAX EXEMPTION ONLY)

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the "Unified Government"), desires to promote, stimulate and develop the general welfare and economic prosperity of the Unified Government and its inhabitants and thereby to further promote, stimulate and develop the general welfare and economic prosperity of the State of Kansas; and

WHEREAS, the Unified Government is authorized and empowered under the provisions of K.S.A. 12-1740 to 12-1749d, inclusive (the "Act"), to issue industrial revenue bonds to pay the cost of certain facilities (as defined in the Act) for the purposes set forth in the Act and to lease such facilities to private persons, firms or corporations; and

WHEREAS, Sauer Castle, LLC, a Missouri limited liability company (together with permitted successors or assigns, the "Company"), has submitted to the Unified Government an Application for the Issuance of Industrial Revenue Bonds (the "Application") requesting that the Unified Government finance the cost of acquiring, constructing, improving and equipping the redevelopment and expansion of Sauer Castle and all related improvements more fully described in the Application, located at 911, 935, and 945 Shawnee Road in Kansas City, Kansas (collectively, the "Project") through the issuance of its industrial revenue bonds in the principal amount not to exceed $11,500,000 (collectively, the "Bonds"), and to lease the Project to the Company or its successors and assigns in accordance with the Act; and

WHEREAS, it is hereby found and determined to be advisable and in the interest and for the welfare of the Unified Government and its inhabitants that the Unified Government finance the costs of the Project by the issuance of the Bonds under the Act in the principal amount of the Bonds not to exceed $11,500,000, said Bonds to be payable solely out of rentals, revenues and receipts derived from the lease of the Project by the Unified Government to the Company.

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

Section 1. Approval of Project. The governing body of the Unified Government hereby finds and determines that the acquiring, constructing, improving and equipping of the Project will promote the general welfare and economic prosperity of the Unified Government, and the issuance of the Bonds to pay the costs of the Project will be in furtherance of the public purposes set forth in the Act.

Section 2. Intent to Issue Bonds. The governing body of the Unified Government hereby determines and declares the intent of the Unified Government to acquire, construct, improve and equip the Project out of the proceeds of the Bonds in the principal amount of not to exceed $11,500,000 to be issued pursuant to the Act.

Section 3. Provision for the Bonds. Subject to the conditions of this Resolution, the Unified

Government hereby expresses its intent to (i) issue its Bonds in one or more series to pay the costs of acquiring, constructing, improving and equipping the Project, with such maturities, interest rates, redemption terms and other provisions as may be determined by ordinance of the Unified Government; (ii) provide for the lease (with an option to purchase) of the Project to the Company; and (iii) to effect the foregoing, adopt such resolutions and ordinances and authorize the execution and delivery of such instruments and the taking of such action as may be necessary or advisable for the authorization and issuance of each series of Bonds by the Unified Government and take or cause to be taken such other action as may be required to implement the aforesaid.

Section 4. Conditions to Issuance. The issuance of the Bonds and the execution and delivery of any documents related to the Bonds are subject to: (i) obtaining any necessary governmental approvals; (ii) agreement by the Unified Government, the Company and the purchaser of the Bonds upon (a) mutually acceptable terms for the Bonds and for the sale and delivery thereof, and (b) mutually acceptable terms and conditions of any documents related to the issuance of the Bonds and the Project; (iii) the Company's compliance with all applicable codes, laws and regulations, including without limitation the Unified Government's policies relating to the issuance of industrial revenue bonds and all building, zoning, and related codes applicable to the Project; (iv) the passage and publication of an Ordinance authorizing the issuance of the Bonds; and (v) Company's compliance with the terms of payment of all of the costs of issuance related to the issuance of the Bonds.

Section 5. Sale of the Bonds. The sale of each series of Bonds shall be the sole responsibility of the Company; provided, however, arrangements for the sale of each series of Bonds shall be acceptable to the Unified Government.

Section 6. Limited Obligations of the Unified Government. The Bonds and the interest thereon shall be special, limited obligations of the Unified Government payable solely out of the amounts derived by the Unified Government under a Lease Agreement with respect to the Bonds and as provided herein and are secured by a transfer, pledge and assignment of and a grant of a security interest in the trust estate to the bond trustee for the Bonds and in favor of the owners of the Bonds, all as provided in the Bond Indenture. The Bonds shall not constitute a general obligation of the Unified Government, the State or of any other 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 Unified Government, the State or of any other political subdivision thereof and shall not be payable in any manner by taxation, but shall be payable solely from the funds provided for as provided in the Bond Indenture. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the Unified Government, the State or any other political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment.

Section 7. Authorization to Proceed. The Company is hereby authorized to proceed with the acquiring, constructing and equipping of the Project, including the necessary planning and engineering for the Project and entering into of contracts and purchase orders in connection therewith, and to advance such funds as may be necessary to accomplish such purposes, and, to the extent permitted by law and upon compliance with the other requirements of this Resolution, the Unified Government will reimburse the Company for all expenditures paid or incurred therefor out of the proceeds of the Bonds.

Section 8. No Reliance on Resolution. Kansas law provides that the Unified Government may only issue the Bonds by passage of an Ordinance and compliance with other state law requirements. The Unified Government has not yet passed an Ordinance for a series of Bonds. This Resolution only evidences the intent of the current governing body to issue the Bonds for the Project. The Company should not construe the adoption of this Resolution as a promise or guarantee that the Ordinance for the Bonds will be passed or that the Project will be approved.

Section 9. Termination of Resolution. This Resolution shall terminate three (3) years from the date of the adoption of this Resolution unless (i) the Bonds have been issued for the Project or (ii) a building permit has been issued by the Unified Government for the Project. The Unified Government, upon the written request of the Company, may extend this time period.

Section 10. Benefit of Resolution. This Resolution will inure to the benefit of the Unified Government and the Company. The Unified Government may, at the prior written request of the Company, assign all or a portion of the Company's interest in this Resolution to another entity, and such assignee will be entitled to the benefits of the portion of this Resolution assigned and the proceedings related hereto.

Section 11. Further Action. Counsel to the Unified Government and Gilmore & Bell, P.C., Bond Counsel for the Unified Government, together with the officers and employees of the Unified Government, are hereby authorized to work with the purchaser of each series of Bonds, the Company, their respective counsel and others, to prepare for submission to and final action by the Unified Government all documents necessary to effect the authorization, issuance and sale of the Bonds and other actions contemplated hereunder.

Section 12. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the governing body of the Unified Government.

[Balance of page intentionally left blank]

ADOPTED BY THE COMMISSION OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS THIS 26TH DAY OF JUNE, 2025.

By: ____
Tyrone A. Garner, Mayor/CEO

(Seal)

ATTEST:

By: ___________________________________
Monica L. Sparks, Unified Government Clerk

APPROVED AS TO FORM:

____
Office of Chief Counsel

UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY, KANSAS

APPLICATION FOR ISSUANCE OF INDUSTRIAL REVENUE BONDS
(A non-refundable application fee of $1,000 must accompany this application when filed with the Unified Clerk's Office)

The undersigned hereby agrees that the submission of this Application to the Unified Government, and the Unified Government's adoption of a Resolution indicating an intent to issue the Bonds to provide funds for the Project will not give rise to an obligation by the Unified Government to fund such Project in the amount requested or in any amount. The undersigned further understands and agrees that there is no assurance that Bonds will be issued by the Unified Government or that Bond proceeds will be sufficient to fund the Project as hereby requested.

_________, 2025
Date of Application

Sauer Castle LLC and assigns
Applicant (Firm Name or Name of Individual)

Telephone Number (913) 787-3470
Fax Number
E-mail Address mike@mikeheitmann.com

3715 Shawnee Mission Parkway Fairway, KS 66205
Address

Mike Heitmann
Name of Responsible Officer

Authorized Representative
Title

Same as above.
Address

Curtis Holland, Polsinelli PC
Attorney for Applicant

Telephone Number 913-234-7411
Fax Number
E-mail Address cholland@polsinelli.com

900 W. 48th Place, Suite 900 Kansas City, MO 64112
Address

Applicant or affiliate will purchase the bonds.
Underwriter or Purchaser of Bonds (If known)

Telephone Number
Fax Number
E-mail Address

Address

Amount of Bonds Requested:

$ 11,500,000

Nature of Project:
- [ ] Industrial
- [ ] Commercial
- [ ] Agricultural
- [ ] Pollution Control
- [x] Other (please specify) Historical Site Redevelopment

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

APPLICATION FOR ISSUANCE OF INDUSTRIAL REVENUE BONDS

I. Corporate or Business Entity Information

A. In what line or lines of business is the applicant engaged?

SPE for purposes of ownership and redevelopment of project.

B. Is the Applicant a proprietorship, partnership, limited liability company or corporation?

Limited liability company

C. Year and state of incorporation or formation of business entity?

Missouri / 2024

If proprietorship, partnership, limited liability company or closed corporation, list the names and owners and the approximate amounts owned by each of its principal stockholders:

Mike Heitmann

D. If applicant is subsidiary of another business entity, state name and address of parent:

N/A

E. List the name and titles of the principal officers of the applicant firm:

See above.

F. List the name of the certified public accounting firm (or firms) which has performed audits of the applicant firm (or its parent books and records for the past five years:

If the applicant corporation or its parent is a publicly held corporation and regularly files annual and quarterly reports on Form 10-K and Form 10-Q, respectively, attach as a part of this application, copies of the most recent Form 10-K and Form 10-Q, the applicant's most recent report to shareholders, as well as any reports on Form 8-K filed within the past fiscal year.

UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY, KANSAS

APPLICATION FOR ISSUANCE OF INDUSTRIAL REVENUE BONDS

II. The Project

A. Type of project (check one)

- [x] New business
- [ ] Establishment of branch plant/business
- [ ] Acquisition of existing business
- [ ] Expansion of existing business

B. Briefly describe the nature of the proposed project, including detailed information as to the structure itself (size of building, amount of land to be purchased, etc.), and what products or services are to be manufactured or provided:

Redevelopment of the Sauer Castle, a historic landmark and treasured site in Kansas City, Kansas. Includes redevelopment of interior and exterior of existing structures on property, expansion of existing Sauer Castle, all new utilities to project, and site development in support of Sauer Castle for use as an event/meeting space.

C. Will the facility engage in direct retail sales? If so, are any of the retail sales catalog or on-line sales, and if so, how much:

None anticipated at this time.

D. What is the street address or location of the proposed project?

911, 935, and 945 Shawnee Road Kansas City, KS 66103

E. Legal description of the property (attach separate sheet if necessary):

See attached Exhibit A.

F. Appraised value of property to be acquired from County Appraiser:

Real Estate	$	94,130
Improvements	$	221,300
Equipment	$	

UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY, KANSAS

APPLICATION FOR ISSUANCE OF INDUSTRIAL REVENUE BONDS

G. Will the applicant be in direct competition with other local firm(s)? If so, name the firm(s):

In normal course of business, but no direct competition given unique property history.

Describe the nature of the competition:

See above.

H. Does the applicant have a single or a multiple plant business or operation?

N/A

I. Does the applicant or its parent presently have facilities located in Kansas City, Kansas and/or Wyandotte County? If so, describe and provide location:

None.

J. Will the Kansas City Kansas/Wyandotte County facility be the main operation of the applicant? If ot, where is the main operation located?

Only location.

APPLICATION FOR ISSUANCE OF INDUSTRIAL REVENUE BONDS

III. Nature of Improvements

A. Approximate amount requested:

Land	$	
Buildings	$	11,500,000
Machinery and Equipment	$	
Financing Costs	$	
Other (specify)	$	
Total	$	

B. What type of machinery and equipment is proposed to be financed?

N/A

C. Name, address and telephone number of contractor, architect, engineer:

Architect = STRATA Architecture & Preservation / 1701 Oak Street, Suite 100 Kansas City, MO 64108 / 816-474-0900

Contractor = Applicant

Engineer = McClure / 11031 Strang Line Road Lenexa, KS 66215 / 913-888-7800

D. How many persons will be employed at the project?

3 FTE, 10-12 seasonal / PT employees

How many new jobs will be created initially?

3 FTE, 10-12 seasonal / PT employees

How many new jobs will created ultimately?

3 FTE, 10-12 seasonal / PT employees

E. Briefly describe the approximate numbers of persons to be employed at the project at all levels (management, office, skilled, and unskilled, for example):

TBD

F. What dollar amount or percentage of the applicant’s total projected annual sales is expected to be generated by the project?

100%

G. What were applicant's total assets at all locations at the end of the last fiscal year?

None.

H. Is the prospective location properly zoned?

Rezoning in process with Planning & Zoning.

If a zoning change is pending, cite application number and present status. If application has not been make, briefly describe what change will be need and plans for submitting application:

COZ2025-009; SP2025-031; PR2025-016

I. Is there likelihood for expansion of the proposed facility within 3 years?

N/A

Is such expansion contemplated in this application for the resolution of intent?

N/A

J. What is the estimated date for operations to begin at the project?

2027

IV. The Financing

A. Will the applicant pledge any assets other than the project itself to secure the bonds? If so, what?

No.

B. What other person, firm or corporation will guarantee the payment of the bonds?

N/A

SUBMIT AS AN ATTACHMENT, THE SAME FINANCIAL INFORMATION WITH RESPECT TO THE GUARANTOR AS IS REQUESTED FOR THE APPLICANT UNDER PART III ABOVE.

C. What portion of the project will be financed from funds other than bond proceeds?

None

What is the source of such funds?

N/A

APPLICATION FOR ISSUANCE OF INDUSTRIAL REVENUE BONDS

D. Has the applicant consulted a prospective purchaser or underwriter to determine whether the bonds are marketable?

Applicant or affiliate will purchase the bonds.

If so, state the name, address and principal contact of the prospective underwriter:

E. If the bonds are to be privately placed, please attach the letter of intent or commitment letter relating to such sale:

F. Has the applicant considered conventional financing?

G. Does the applicant or its parent intend to purchase all or any part of the proposed bond issue?

Applicant or affiliate will purchase the bonds.

V. Tax Abatement

Is the applicant requesting any tax abatement for the project in accordance with the Unified Government's policy? Describe estimated amount of tax abatement?

No, sales tax exemption only

VI. Appraiser's Statement

Attach as a part of this application, a letter signed by the County Appraiser stating the estimated amount of ad valorem taxes payable for the land and improvements to be financed through the proceeds of the proposed bonds.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

APPLICATION FOR ISSUANCE OF INDUSTRIAL REVENUE BONDS

VI. Certification of Applicant

The undersigned hereby represents and certifies that, to the best knowledge and belief of the undersigned, this application contains no information or data, contained herein or in the exhibits or attachments, that is false or incorrect and that it is truly descriptive of the property which is intended as the security for the proposed bonds.

A check in the amount of $1,000 representing the non-refundable application fee is enclosed.

The undersigned acknowledges and agrees to pay a bond origination fee calculated on the schedule set forth below (less the $1,000 application fee) to the Unified Government simultaneously with the issuance of the bonds.

APPLICANT NAME: Sauer Castle LLC

SIGNATURE: ____________________

TITLE: Authorized Representative

Bond Origination Fee: .400% of principal amount of bonds issued up to $10,000,000

.250% of principal amount of bonds issued $10,000,000 -- $25,000,000

.125% of principal amount of bonds issued $25,000,000 and over

Dated this _________ day of ______________________, ____________.

Sauer Castle LLC
Applicant Name

By: ____________________
Title: Authorized Representative

FIRM DATA SHEET
(To be completed by the Firm)

Firm and Its Employees

Name of Firm: Sauer Castle LLC

Description of the Firm's location or expansion in the community:
No current operations; will renovate and expand existing Sauer Castle.

SIC ______________

Market Value of the Firm's initial new or additional investment in:

Land $ ______________

Building and improvements $ 11,500,000

Furniture, fixtures and equipment $ ______________

Projected expansions:

Expansion 2:

Year of expansion: ______________

Additional investment in:

Land $ ______________

Buildings and improvements $ ______________

Furniture, fixtures and equipment $ ______________

Expansion 3:

Year of expansion ______________

Additional investment in:

Land $ ______________

Buildings and improvements $ ______________

Furniture, fixtures and equipment $ ______________

Expansion 4:

Year of expansion ______________

Additional investment in:

Land $ ______________

Buildings and improvements $ ______________

Furniture, fixtures and equipment $ ______________

FIRM DATA SHEET
(To be completed by the Firm)

New or additional sales of the firm

Year	
1	$ Only rentals for lease space taxable.
2	$
3	$
4	$
5	$
6	$
7	$
8	$
9	$
10	$

Percent of sales subject to sales taxes in the:

City	100	%
County	100	%
State	100	%

Annual net taxable income, as a percent or sales, on which state corporate income taxes will be computed: 0 %

Annual purchases of the firm:

Year	
1	$
2	$
3	$
4	$
5	$ 250,000
6	$
7	$
8	$
9	$
10	$

Percent of purchases subject to sales taxes in the:

City	50	%
County	50	%
State	75	%

FIRM DATA SHEET
(To be completed by the Firm)

Annual utilities that will be used by the firm:

Water	$	TBD
Wastewater	$	
Telephone	$	
Electricity	$	
Gas	$	
Garbage	$	
Cable	$	
Other	$	
	$	
	$	
	$	

Year		
1	$	
2	$	
3	$	
4	$	
5	$	
6	$	
7	$	
8	$	
9	$	
10	$	

Number of new employees moving to the county each year:

Year	From out-of state	Total
1	1	1
2		
3	1	1
4		
5		
6		
7		
8		
9		
10		

FIRM DATA SHEET
(To be completed by the Firm)

Average Annual Salaries of employees:

Year		
1	$	50,000 (increasing 3% annually thereafter)
2	$	
3	$	
4	$	
5	$	
6	$	
7	$	
8	$	
9	$	
10	$	

Household size of a typical new worker: ____________________

Number of school age children in the household of a typical new worker: ____________________

Construction

Initial construction or expansion:

Cost of construction at the firm's new or expanded facility:	$	11,500,000
If construction is by an outside contractor, estimated percent profit on the cost of construction:	$	5%
Amount of taxable construction materials purchased in:		
Kansas	$	4,600,000
The County	$	2,300,000
The City	$	2,300,000
Amount of taxable furniture, fixtures and equipment purchased in:		
Kansas	$	
The County	$	
The City	$	
Total construction salaries:	$	4,600,000
Amount paid to an average construction worker during the construction period	$	50,000
Household size of an average construction worker:	$	1.5
Number of construction workers:		88

FIRM DATA SHEET
(To be completed by the Firm)

Expansion 2:

Expansion construction costs: $ N/A ____________

If construction is by an outside contractor, estimated percent profit on the cost of construction: $

Amount of taxable construction materials purchased in:

Kansas $ ____________

The County $ ____________

The City $ ____________

Amount of taxable furniture, fixtures and equipment purchase in:

Kansas $ ____________

The County $ ____________

The City $ ____________

Total construction salaries: $ ____________

Amount paid to an average construction worker during the construction period: $ ____________

Number of construction workers: ____________

Expansion 3:

Expansion construction costs: $ ____________

If construction is by an outside contractor, estimated percent profit on the cost of construction: $

Amount of taxable construction materials purchased in:

Kansas $ ____________

The County $ ____________

The City $ ____________

Amount of taxable furniture, fixtures and equipment purchase in:

Kansas $ ____________

The County $ ____________

The City $ ____________

Total construction salaries: $ ____________

Amount paid to an average construction worker during the construction period: $ ____________

Number of construction workers: ____________

FIRM DATA SHEET
(To be completed by the Firm)

Expansion 4:

Expansion construction costs:	$	____________
If construction is by an outside contractor, estimated percent profit on the cost of construction:	$	
Amount of taxable construction materials purchased in:		
Kansas	$	____________
The County	$	____________
The City	$	____________
Amount of taxable furniture, fixtures and equipment purchase in:		
Kansas	$	____________
The County	$	____________
The City	$	____________
Total construction salaries:	$	____________
Amount paid to an average construction worker during the construction period:	$	____________
Number of construction workers:		____________

Visitors

Number of out-of –town visitors expected at the firm:

Year	
1	$ 1500 (3% increase year over year after)
2	$ ____________
3	$ ____________
4	$ ____________
5	$ ____________
6	$ ____________
7	$ ____________
8	$ ____________
9	$ ____________
10	$ ____________

Number of days that each visitor will stay in area: 2

Number of nights that a typical visitor will stay in a local hotel or motel:

In the City: 1

Anywhere in the county: 1

Tracking ID: 21536

Report to
Economic Development & Finance

MEETING DATE	PRESENTER	DEPARTMENT
	Chelsee Chism, Director cchism@wycokck.org X8046	Economic Development

AGENDA ITEM #4.4.

RESOLUTION: SAUER CASTLE NRA SPECIAL PROJECT

BACKGROUND

Adopt a resolution approving a special project application on incremental taxes pursuant to the Neighborhood Revitalization Act for Sauer Castle, located at 911, 935, and 945 Shawnee Road in Kansas City, Kansas.
The NRA Plan requires Commission approval for Special Projects in certain designated areas of Kansas City, Kansas that are over three million dollars ($3,000,000) in construction costs and have a Historic Designation by either the State of Kansas or Federal Register. The Property has been placed on the Register of Historic Places by the State of Kansas. Special Projects are eligible for consideration of up to a seventy-five percent (75%) rebate on the tax increment created by the improvements for up to twenty (20) years;
Sauer Castle LLC, the developer, has submitted an NRA application for the redevelopment of the property located at 911, 935, and 945 Shawnee Road in Kansas City, Kansas (the "Property") for the rehabilitation and renovation of the historic structure for use as an event space (the "Project"). The Project and its improvements are expected to cost approximately $11,500,000.

RECOMMENDATION

Approve

BUDGET IMPACTS / FINANCIAL CONSIDERATIONS

LEGAL CONSIDERATIONS

ATTACHMENTS

Resolution approving an NRA Special Project, Sauer NRA application

Approved by Administrator to add to agenda.

RESOLUTION NO. R- _____-25

A RESOLUTION APPROVING A SPECIAL PROJECT APPLICATION FOR A REBATE ON INCREMENTAL TAXES PURSUANT TO THE NEIGHBORHOOD REVITALIZATION ACT PLAN FOR REDEVELOPMENT OF THE SAUER CASTLE LOCATED AT 911, 935, AND 945 SHAWNEE ROAD IN KANSAS CITY, KANSAS

WHEREAS, pursuant to K.S.A. 12-17,114 *et seq.,* the Unified Government Board of Commissioners adopted the 2021-2025 Neighborhood Revitalization Plan (the "NRA Plan") on October 29, 2020;

WHEREAS, the NRA Plan requires Commission approval for Special Projects in certain designated areas of Kansas City, Kansas that are over three million dollars ($3,000,000) in construction costs and have a Historic Designation by either the State of Kansas or Federal Register;

WHEREAS, Special Projects are eligible for consideration of up to a seventy-five percent (75%) rebate on the tax increment created by the improvements for up to twenty (20) years;

WHEREAS, Sauer Castle LLC, the developer, has submitted an NRA application for the redevelopment of the property located at 911, 935, and 945 Shawnee Road in Kansas City, Kansas (the "Property") for the rehabilitation and renovation of the historic structure for use as an event space (the "Project");

WHEREAS, the Project and its improvements are expected to cost approximately $11,500,000; and

WHEREAS, the Property has been placed on the Register of Historic Places by the State of Kansas.

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

Section 1. The Unified Government hereby approves the Special Project application submitted by Sauer Castle, LLC in substantially the form attached as <u>Exhibit A,</u> hereto.

Section 2. The term of the NRA rebate on the incremental taxes shall be for twenty (20) years if Sauer Castle, LLC completes the Project and complies with all applicable requirements of the NRA Plan.

Section 3. The NRA rebate on the incremental taxes for the Property shall be set at seventy-five percent (75%).

Section 4. Sauer Castle, LLC must be current on all taxes and special assessments for the Property before they are eligible for any rebates, per the policy set forth in the NRA Plan. Additionally, failure to keep current on taxes after entering into the NRA Plan may cause the termination of all rebates, pursuant to the policy.

Section 5. The Mayor/CEO, County Administrator, and any other employees or agents of the Unified Government are authorized to approve the application and to execute any other certificate and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS THIS ____ DAY OF _________ 2025.

____
Tyrone Garner, Mayor/CEO

Attest:

____
Monica Sparks, Unified Government Clerk

Approved as to Form:

____
Angela J. Lawson, Acting Chief Counsel

Unified Government of
Wyandotte County
Kansas City, KS 66101
(913) 573-5730

Exhibit D NRA Application, Part 2, Section A: *NRA Application*

Date May 14, 2025

Applicant's Name Sauer Castle LLC and assigns Phone: (913) 787-3470

Email Address mike@mikeheitmann.com

Applicant's mailing address 3715 Shawnee Mission Parkway Fairway, KS 66205

Owner's name Same as above. Phone:

Owners Mailing address Same as above.

Project property address 935, 945, and 911 Shawnee Road

Are you the owner of the property? Yes ⊗ No ◯

Are you the developer? Yes ⊗ No ◯

Developer's name Sauer Castle LLC

Company Sauer Castle LLC Phone (____) (913) 787-3470

Check if there are 20 or less Full Time Employees ⊗

Parcel Identification Number: 905618; 127400; and 905601 School District: USD 500

(Take Parcel ID number and legal description from your tax statement or call the Unified Government Clerk at 573-2874)

Legal Description of Parcel: (Use additional sheets if necessary)

See Exhibit A attached.

Property Area, Type, and Use (check all that apply)

A. The Project is in: (Refer to Map)

Area 1 ⊗

Area 2 ◯

Area 2 East–State Avenue East Corridor ◯

Area 2 East–State Avenue West Corridor ◯

Area 2 East–Leavenworth Road Corridor ◯

Area 3 ◯

Unified Government of
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(913) 573-5730

B. The Special Project Area is:
Retail ◯, Environmentally Contaminated ◯, Historic ⊗

C. The Project is: New Construction ◯, Renovation ⊗, Expansion ⊗

D. The Project is: Residential ⊗, Commercial ◯, Office ◯, Industrial ◯, Retail◯, Historic ◯, Environmentally Contaminated ◯ Existing structure is residential, but converting to commercial.

E. End use will be: Owner Occupied ⊗, Rental ◯, Leased ◯

Improvements

Describe the Improvements (Be specific):
Rehabilitation of historic Sauer Castle and associated improvements for use as an event space.

Building Permit

Estimated cost of improvement: $ 11,500,000
Building permit value: $____________________

Construction Timeline

Construction commences on 2025
Projected Date of competition Q4 2026-Q1 2027 (estimate)

Demolition of Structure(s)

List buildings to be demolished: None. Rehab occurring
(Use another sheet of paper if needed)

If demolishing residential structures complete the following:

- Number of dwelling units: ______________(List tenants if known occupying the building when purchased, or present tenants and note the date of occupancy or relocation. If needed, use a separate sheet of paper and attach it to this application)
- Demolition-permit number: (Attach copy of permit): ____________________

Tax Credits

Are you planning on applying for any tax credits? Yes ⊗ No ◯

Which type of tax credits? Historic tax credits

Unified Government of
Wyandotte County
Kansas City, KS 66101
(913) 573-5730

Application Fee

An application fee of $500.00 is required for all multi-family projects.
An application fee of $1,000.00 is required for commercial, industrial, office, retail, historical, and environmentally contaminated projects.
If the project is in a Special Projects Area and the construction cost is over $3 million, the application fee is $2,000.00.
Make checks out to the Unified Government Treasurer.

Utilization of Local, Minority, and Women Owned Business Enterprise

Yes ◯ No ⊗ (Applicant will contact the UG Contract Compliance Department 913-573-5440 for goals)

Historic Designation

Yes ⊗ No ◯ (Please attach proof of Historic State and or Federal designation)

Pre and Post Construction, Renovation, or Expansion Requirements

The following required documentation must be submitted with the application at time of application or within 30 days of construction, renovation, or expansion to be eligible for the NRA tax rebate program:

1. *If applicable*, A copy of the building permit that shows the estimated cost (not the placard that is posted on site)
   a. In some cases, permits are in stages
   b. All permits must be submitted
2. Application fee *(if applicable)*
3. Pre-pictures of proposed interior/exterior improvement areas
4. A picture of the property with address *(if an existing structure)*
5. An aerial map showing the parcel/property
6. Plans/Renderings:
   a. Residential new - house plans
   b. Residential renovation/addition – project renderings-this can be what was submitted to Building Inspections Department
   c. Commercial new – architectural front elevation drawing
   d. Commercial renovation/expansion – interior/exterior project renderings – this can be what was submitted to Building Inspections Department
7. A list of improvement cost or improvement bid estimates

Prior to receiving a rebate, the following required post-construction documents must be submitted within 3 months of project completion:

1. Certificate of Occupancy (CO) or approved Final Inspection Slip issued by the Building Inspections Division of NRC
2. Pictures of the completed improvements
3. Receipts or certification of construction expenses

Unified Government of
Wyandotte County
Kansas City, KS 66101
(913) 573-5730

Applicant Signature and Date

Submitted By: Sauer Castle LLC
(Print Name)

Mike Hittmann
(Signature) Date: 5/14/2025

DO NOT WRITE BELOW THIS LINE - *FOR OFFICE USE ONLY*

Staff Review of Application

Date application came into this office:____________________, 20___

Application completed in full and all documentation is attached: Yes ◯ No ◯

Comments: ____________________

Accept ◯ Reject ◯

Authorized Signature____________________

Unified Government of
Wyandotte County
Kansas City, KS 66101
(913) 573-5730

Exhibit E NRA Application, Part 2, Section B: *Status of Construction Completion*

Prior to December 1, following commencement of construction and each succeeding December 1 until and including the year of project completion, the applicant shall complete and sign a new copy of Part 2, Section B of the Neighborhood Revitalization Tax application, indicating the anticipated status of the project as of the following January 1 to the Economic Development Department Attention: NRA Program, at 701 North 7th Street Room 421 Kansas City, KS 66101.

Applicant's Name: ____

Property Address:____

Parcel ID Number: ____________________

Status of Construction Completion:

○ Incomplete project as of January 1 following commencement

○ Completed project as of January 1 following commencement

Unified Government of
Wyandotte County
Kansas City, KS 66101
(913) 573-5730

<u>Exhibit F</u> Certification of Transfer of Deed for NRA Program

Developer Name/Builder Name: ____.

This is to certify that Parcel Number ________________, commonly known as ______________________________________Kansas City, Kansas, 66________, where an existing structure was renovated ◯, or built a new structure ◯, and was sold to the new owners:____

on the __________ day of ________________________, 20________.

The deed has been recorded at the Register of Deeds office on the _______day of ________________ 20______. Document Number ___________________________

By: ________________________________

(Print Name)

________________________________ ________________

(Signature) *(Date)*

Please return completed form to:

Unified Government – Department of Economic Development

Attention: NRA Program Staff

701 North 7th Street, Suite 421

Kansas City, Kansas 66101

<u>To:</u> Unified Government Appraiser
Unified Government Treasurer

<u>FROM</u>: Unified Government Economic Development Department

This certification from the Developer/ Builder indicates that the NRA eligible structure was sold/transferred to the new owner on the date above.

Pursuant to the terms of the NRA Plan please transfer the Property Tax Rebate to the new owner effective on the date the deed was recorded.

________________________________ ____________________

Economic Development Department Staff *Title*

________________________, 20 ______

Date

Unified Government of
Wyandotte County
Kansas City, KS 66101
(913) 573-5730

Exhibit G Unified Government Tax Levy Schedule*

**The Schedule is currently being developed; it will be included when finalized.*

LEGAL DESCRIPTION

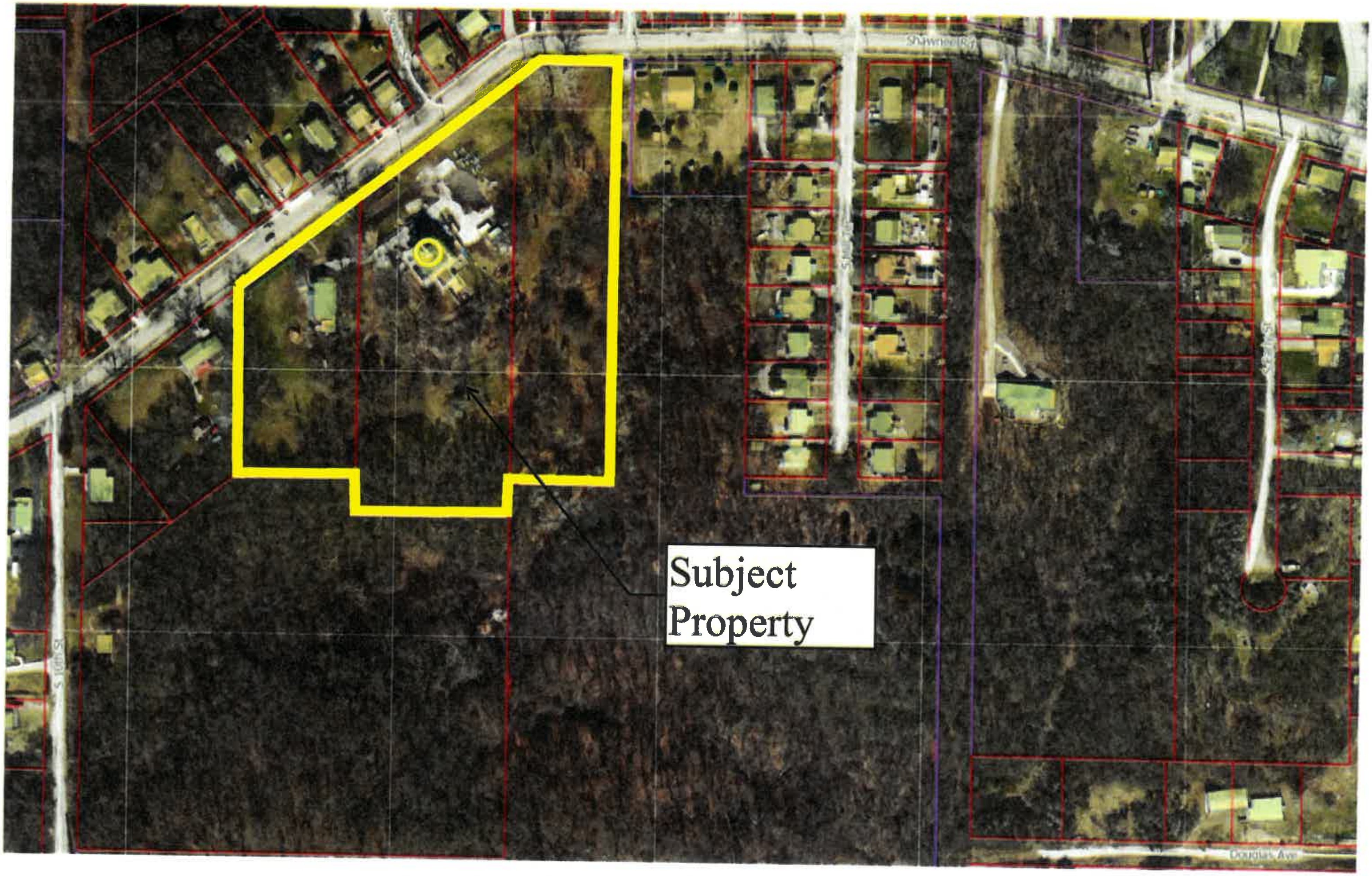
A TRACT OF LAND BEING ALL OF LOT 1, SAUER HIGHLANDS ANNEX, A SUBDIVISION IN KANSAS CITY, WYANDOTTE COUNTY, KANSAS, RECORDED MARCH 15, 1921 IN BOOK 14 AT PAGE 48 IN THE OFFICE OF THE REGISTER OF DEEDS FOR SAID COUNTY AND STATE, BEING ALSO A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 11 SOUTH, RANGE 25 EAST. SAID TRACT OF LAND BEING NOW MORE PARTICULARLY DESCRIBED AS FOLLOWS:

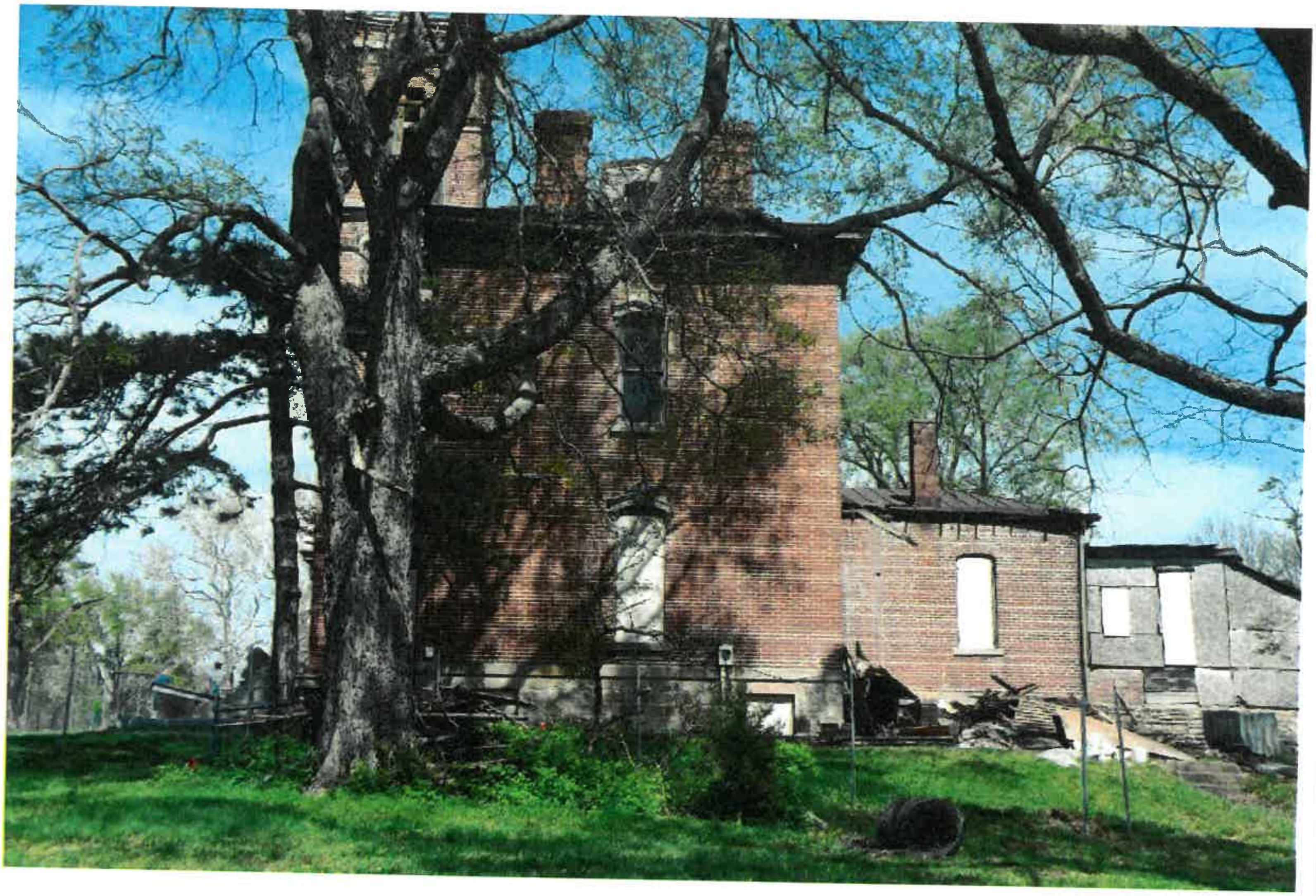
COMMENCING AT THE SOUTHWEST CORNER OF THE AFORESAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28; THENCE N89°25'36"E ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, A DISTANCE OF 20.00 FEET TO THE SOUTHERLY PROLONGATION OF THE WEST LINE OF LOT 3 OF SAID SAUER HIGHLANDS ANNEX; THENCE N00°05'49"W ALONG SAID SOUTHERLY PROLONGATION OF THE WEST LINE OF LOT 3, A DISTANCE OF 108.90 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3, BEING ALSO A POINT ON THE EAST RIGHT OF WAY LINE OF SOUTH 10TH STREET AS NOW ESTABLISHED; THENCE CONTINUING N00°05'49"W, BEING NOW ALONG THE WEST LINE OF SAID LOT 3, BEING ALSO ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 651.39 FEET TO THE NORTHWEST CORNER OF LOT 2 OF SAID SAUER HIGHLANDS ANNEX, BEING ALSO THE INTERSECTION OF SAID EAST RIGHT OF WAY LINE OF SOUTH 10TH STREET WITH THE SOUTHEASTERLY RIGHT OF WAY LINE OF SHAWNEE ROAD AS NOW ESTABLISHED; THENCE N51°07'49"E (N51°14'E PLAT) ALONG THE NORTHWESTERLY LINE OF SAID LOT 2 AND THE SOUTHEASTERLY RIGHT OF WAY LINE OF SHAWNEE ROAD, A DISTANCE OF 296.78 FEET (296.5 FEET, PLAT) TO THE NORTHEAST CORNER OF SAID LOT 2, SAID POINT BEING ALSO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE CONTINUING N51°07'49"E (N51°14'E PLAT) ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 540.48 FEET TO AN ANGLE POINT IN SAID RIGHT OF WAY OF SHAWNEE ROAD; THENCE N88°30'15"E ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID SHAWNEE ROAD, A DISTANCE OF 123.20 FEET TO THE POINT OF INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE WITH THE EAST LINE OF KANSAS WARRANTY DEED RECORDED NOVEMBER 19, 2024 IN SAID OFFICE OF THE REGISTER OF DEEDS; THENCE S00°31'50"E DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, BEING NOW ALONG SAID EAST LINE OF KANSAS WARRANTY DEED A DISTANCE OF 606.52 FEET; THENCE S89°36'36"W, A DISTANCE OF 146.50 FEET TO THE EAST LINE OF LOT 1 OF SAID SAUER HIGHLANDS ANNEX; THENCE S00°27'55"E (SOUTH, PLAT) ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 59.17 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, BEING ALSO THE NORTHEAST CORNER OF SAID LOT 3; THENCE N86°20'21"W (WEST, PLAT) ALONG THE SOUTH LINE OF SAID LOT 1, BEING ALSO THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 235.97 TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE N00°50'38"E (NORTH, PLAT) ALONG THE WEST LINE OF SAID LOT 1, CONTINUING ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 46.01 FEET; THENCE S89°24'40"W (WEST, PLAT) CONTINUING ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 172.76 FEET (175 FEET, PLAT) TO THE SOUTHEAST CORNER OF SAID LOT 2. THENCE N00°51'57"E (NORTH, PLAT) ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 264.99 FEET (263.6 FEET, PLAT) TO THE POINT OF BEGINNING.

THIS DESCRIPTION HAVING BEEN PREPARED BY LEE A. HERMRECK, KS PS-1232. MEC CORPORATE CERTIFICATE / LICENSE NO. 336, DECEMBER 23, 2024.

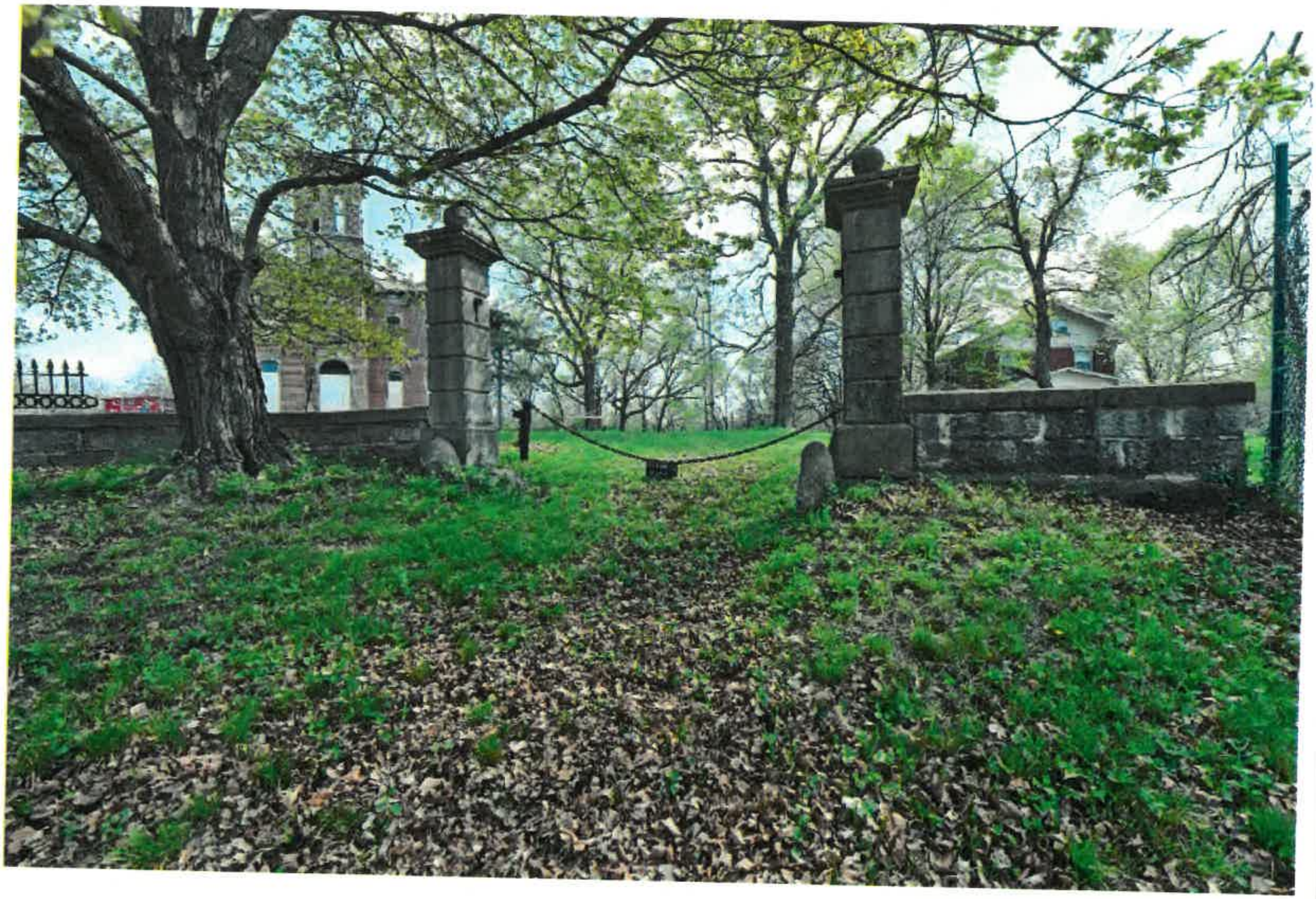
CONTAINING 271,655 SQUARE FEET OR 6.24 ACRES, MORE OR LESS.

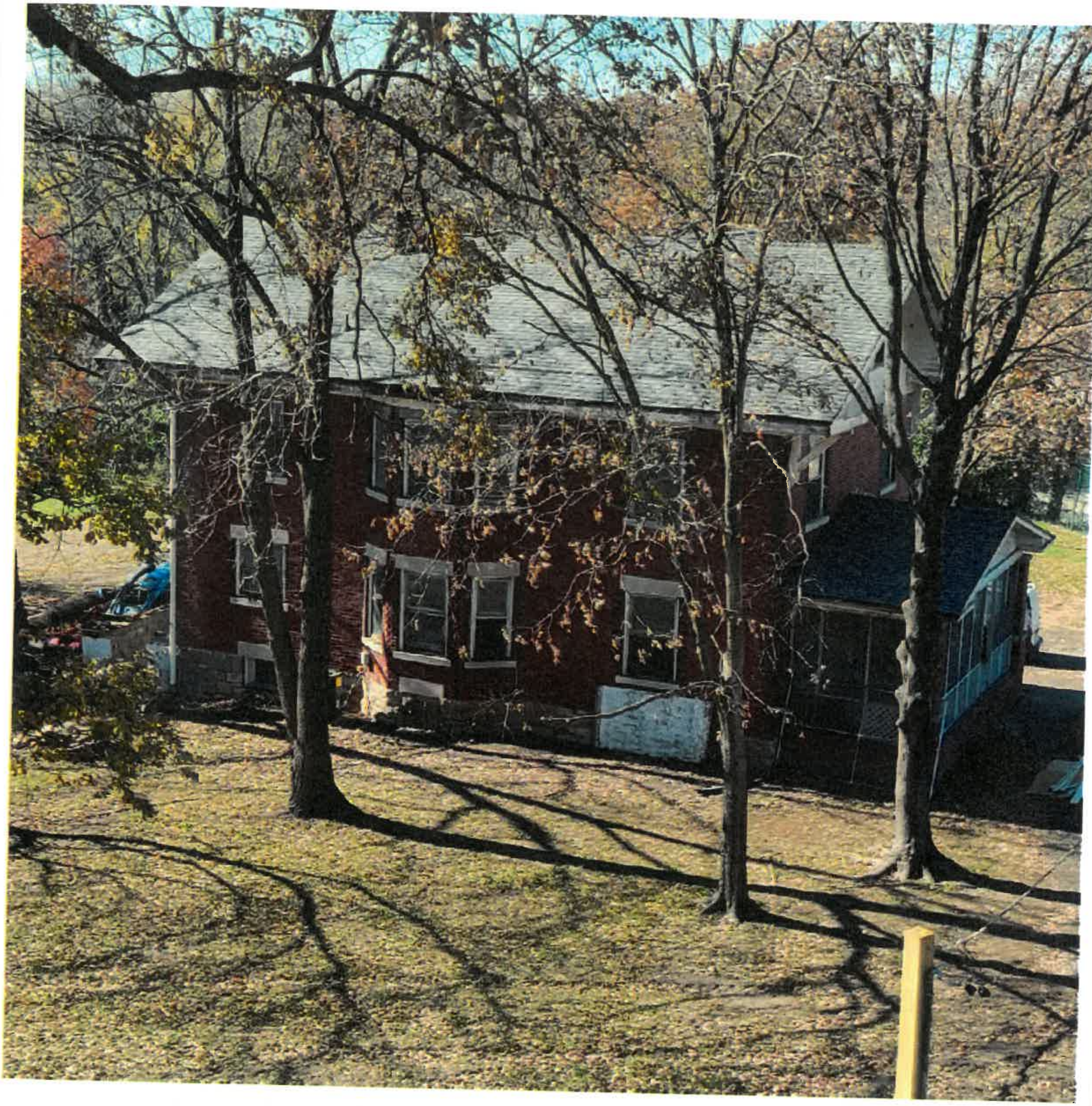
BASIS OF BEARINGS – KANSAS REGIONAL COORDINATE SYSTEM, NSRS11, ZONE 11.

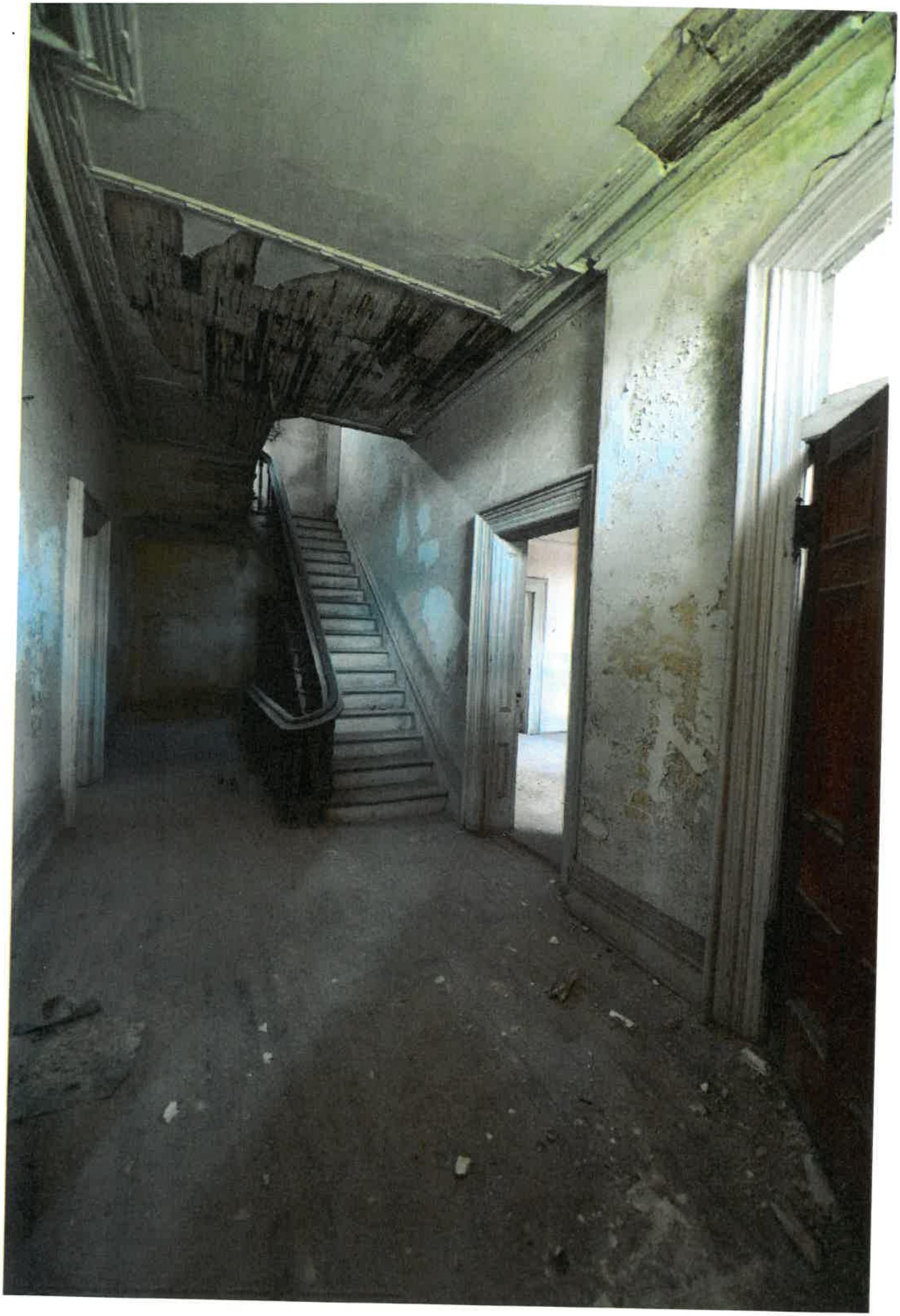

Shawnee Rd
Subject
Property
Douglas Ave

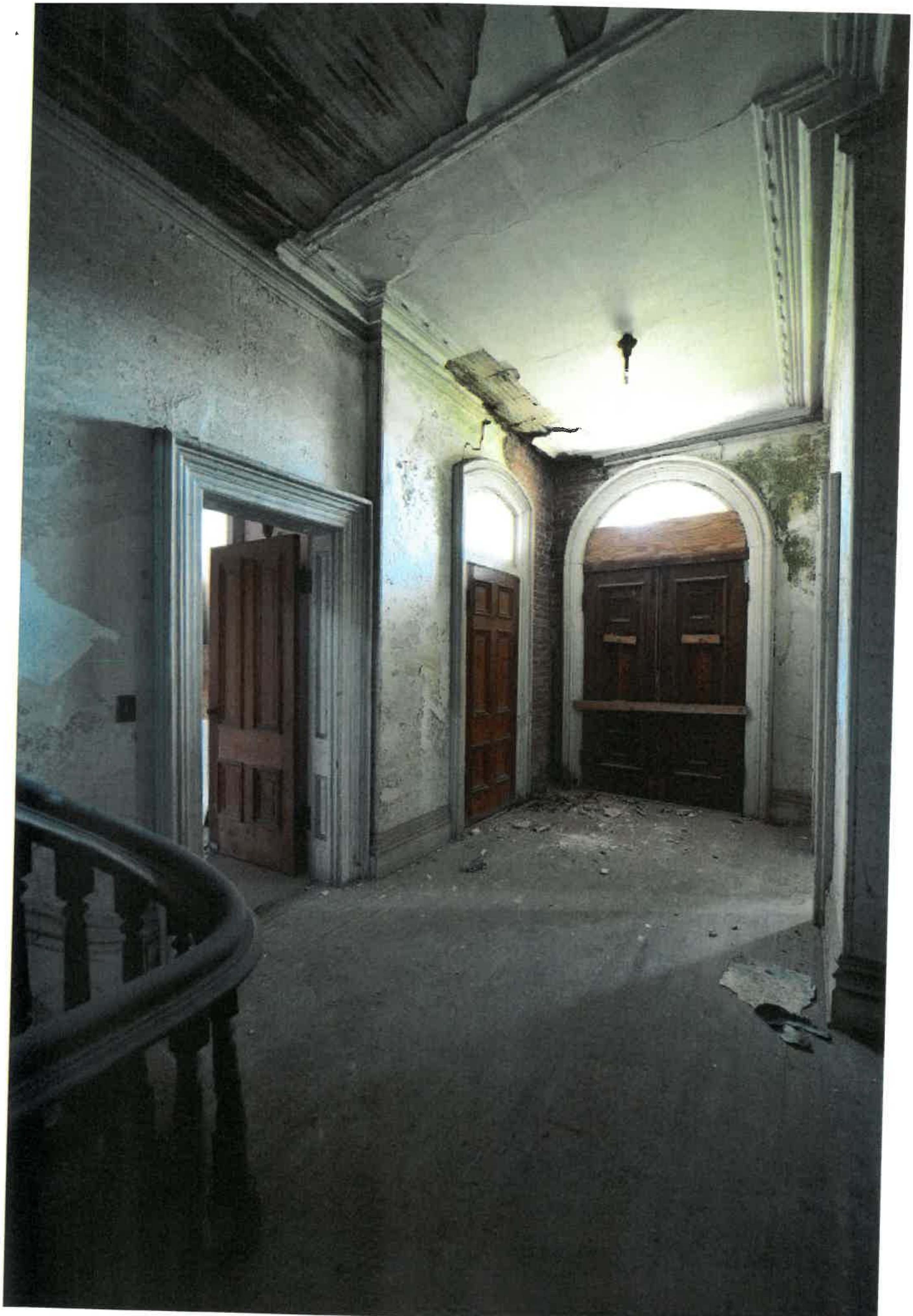



CALIFORNIA
DISPOSAL
4x4









Tracking ID: 21407

Report to
Economic Development & Finance

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

AGENDA ITEM #4.5.
RESOLUTION: BUDGETARY AND FINANCIAL POLICIES OF THE UNIFIED GOVERNMENT

BACKGROUND

There are three new policies being proposed based on best practices:
Meal and Refreshment Policy. There is currently no policy on the purchase of meals and food related to official UG business. This policy is intended to outline eligible and ineligible expenses when using public funds, including grant funds which may have further restrictions. This will ensure only food necessary to conduct the UG's business is paid for with public dollars in a fair and consistent manner.
Surplus Policy. There is currently no policy on the disposition of surplus property. The policy outlines to process for proper disposal of any capital asset.
Gift Card Purchase Policy. There is currently no policy on the purchase of gift cards with any UG funds or state and federal grants. Most auditors recommend that no gift card purchases be permitted based on the high risk for fraud. However, it is understood there may be limited situations where gift cards are appropriate, and this policy sets forth the requirements for making such purposes and documenting the use and distribution of the cards.

RECOMMENDATION

Approve

Adopt Resolution to Approve Certain Financial Policies

BUDGET IMPACTS / FINANCIAL CONSIDERATIONS

N/A

LEGAL CONSIDERATIONS

Legal has reviewed all three polices.

ATTACHMENTS

EDF Reso approving financial policies, Meal & Food Policy FINAL 5-1-25, Gift Card Policy 5-15-25, Surplus Property Policy 5-15-25

Approved by Administrator to add to agenda.

RESOLUTION NO. ____________

A RESOLUTION APPROVING CERTAIN BUDGETARY AND FINANCIAL POLICIES OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

WHEREAS, budgetary and financial policies contain high-level principles and requirements that an organization must follow, as formally agreed upon by management and a governing body, in order to direct the strategic vision of an organization; and

WHEREAS, budgetary and financial policies inform organizational processes by providing insight into standard functions and key risk and control points needing monitoring; take into consideration risk assessments, mitigations, and audit efforts to achieve operational efficiencies; and help to shape strategic direction, so an organization can move to a mindset that recognizes cost and risk avoidance as a critical public policy discipline; and

WHEREAS, formal adoption of budgetary and financial policies by a governmental organization is a recommended practice of the International City Management Association (ICMA) and the Government Finance Officers Association (GFOA).

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

Section 1. The Unified Government Board of Commissioners hereby adopts the following three budgetary and financial policies included in Exhibit A and listed below:

- Gift Card Policy
- Meal & Food Policy
- Surplus Property Policy

Section 2. Further Action. The County Administrator and other officers, agents, and employees of the Unified Government are hereby authorized and directed to take such further action as may be appropriate or desirable to accomplish the purpose of this Resolution.

Section 3. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body of the Unified Government.

APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY AND KANSAS CITY, KANSAS THIS ____ DAY OF ______________________________, 2025.

Tyrone Garner, Mayor/CEO

Attest:

Unified Government Clerk

Approved as to Form:

Unified Government of Wyandotte County and Kansas City, Kansas

Commission Resolution: R-__-__
Adopted: ___/___/_____

Meal & Food Policy

I. Authority:

The Mayor and the Board of Commissioners are responsible for legislation, policy formulation, and overall direction setting of the government. This includes the approval of financial policies which establish and direct the operations of Unified Government (UG). The County Administrator is responsible for carrying out the policy directives of the UG Board of Commissioners and managing the day-to-day operations of the executive departments, including the Finance Department. This policy shall be administered on behalf of the County Administrator by the Chief Financial Officer and the Budget Director.

Additionally, for programs that are using state or federal grant funds, the applicable federal or state grant funding requirements should be followed which may be more restrictive. Generally, food purchases for employees are not permitted by federal or state funds except for authorized travel and training directly related to the grant funded program.

II. Purpose:

The use of government funds to purchase food or refreshments for either government personnel or non-government individuals will only be authorized in the limited situations set out in this policy.

The purchase of meals and/or refreshments by any employee, authorized agent, official, department, agency, board, commission or representative of the Unified Government (UG) with UG funds shall only be for the purpose of conducting business using taxpayer resources as set out further in this policy, while also following all other applicable UG policies and procedures.

A UG Visa purchasing card can be used to pay for such purchases, and according to the Unified Government Visa Terms of Use Agreement: "The CARD is provided to Unified Government employees based on the need to purchase business-related goods and services in support of business activities." These purchases are subject to this policy as well.

Meal or food purchases can also be made through accounts payable or employee reimbursement as appropriate. This policy establishes the criteria and regulations related to meal and food purchases with UG funds whether on a UG Visa, Accounts Payable, or employee reimbursement.

III. Applicability and Scope:

This policy shall apply to all UG public funds including local, state, and federal funds. State and federal grants may have more restrictive policies, and the strictest policy should be followed.

IV. Policy:

A. Travel Related Meals

Travel-related meals can be reimbursed through guidelines provided in the Travel, Training, and Mileage Reimbursement section of the Unified Government Human Resources Guide or be requested in advance of travel as a travel advance. Only employees are eligible for UG paid travel-related meals and are subject to the rates set by the General Services Administration [Per diem rates | GSA (https://gsa.gov/travel/plan-book/per-diem-rates)](https://gsa.gov/travel/plan-book/per-diem-rates) for the location the employee is going to for UG related travel, and relevant IRS regulations. An employee cannot receive both per diem and submit receipts with a p-card or reimbursement from a personal form of payment. The preferred method is to use per diem for each meal, however, if receipts are used, the per diem rate cannot be exceeded for the cost of the meal(s), including tip, unless specifically preapproved by the County Administrator.

On occasion, a business meeting and/or training and travel may be in a location with few meal options. The County Administrator can exempt the per diem maximum in these limited circumstances.

B. Non-travel Related Business Meals (within 50 miles of Wyandotte County)

Non-travel related business meals incurred while conducting business in the interest of the UG may be authorized. The cost of these meals must be **preapproved** by the department director with a clearly demonstrated business purpose.

<u>Eligible Expenses</u>

Eligible meals must be:

- Essential to a business-related meeting or training
- When working conditions are of such an extreme and unusual nature as to prevent employees from leaving an office and the office must be staffed on a 24-hour basis during a temporary emergency involving danger to human life or property (such as during emergency snow operations), meals for employees may be provided by the employer
- Off-site from employees' regular work location, meals that coincide with conducting UG business as a working meeting that could not be scheduled otherwise (these meetings should be the exception) for the employee only
- Charges related to meals when attending meetings sponsored by non-governmental or other government organizations if the meals are included in the meeting, and attendance of the employee at the meals is necessary to full participation in the business of the conference or meeting
- Of a reasonable cost per employee based on the per diem allowances (link above or available from Finance)

- Expenses related to refreshments or light meals to increase participation in focus groups comprised of non-governmental employees only
- Meals with non-UG elected officials while conducting official and sanctioned UG activities of a de minimus value and approved by the department director and/or the County Administrator prior to having the meeting

Ineligible Expenses
Ineligible meals include, but are not limited to the following:
- Personal meals
- Meals for an internal department or employees during normal operations, or general staff meetings
- Meetings to plan events or conferences and training meetings, workgroup or taskforce meetings, or meetings with community partners
- Celebrations for individual staff members (i.e. birthday, baby/wedding showers, new hire, etc.)
- Food related to social events
- Meetings before and between public meetings unless specifically authorized by the County Administrator
- Alcohol

C. Refreshments

Serving refreshments while conducting business in the interest of the UG and within the county boundaries may be covered. The expense of refreshments must be preapproved by the department director and/or County Administrator clearly demonstrating the business purpose.

Eligible Expenses
Eligible purchases of refreshments must be:
- Essential to a specific business-related meeting or training session involving non-employees limited to beverages and light snacks
- Coffee and bottled water may be provided to department employees and members of the public attending UG meetings

Ineligible Expenses
Ineligible purchases of refreshments include, but are not limited to the following:
- Personal refreshments (coffee/beverage or snack purchased individually for self only)
- Refreshments for internal department use only, or general staff meetings
- Celebrations for individual staff members (i.e. birthday, baby/wedding showers, new hire, etc.)
- Food related to social events
- Alcohol

D. Retirements

For employees retiring from the UG, the department may use UG funds to purchase a cake or cookies, water and coffee to appreciate the employee for their years of service appropriate for the number of attendees at the celebration

E. **Exceptions**

Exceptions to this policy may be made for UG sanctioned community events or events for external stakeholders and citizens. Preapproval for these exceptions must be obtained from the department director and if the cost is over $750 approved by the County Administrator's Office.

F. Real or Perceived Conflicts of Interest

Employees should review the Ethics Code to determine if there is a real or perceived conflict of interest in using governmental funds to pay for meals for non-governmental persons or elected officials or employees accepting meals paid for by non-governmental companies (such as companies that do business with the UG). Compliance with all applicable laws, should be evaluated prior to any purchase or receipt of a meal.

G. Documentation

Unless the per diem rate is used for the employee only, allowable meals should include a list of attendees or the name of the preapproved event, the purpose of the meal, an itemized receipt, and documentation of any required approvals.

Unified Government of Wyandotte County and Kansas City, Kansas

Commission Resolution:
R-__-__
Adopted: ___/___/_____

Gift Card Policy

I. Authority:

The Mayor and the Board of Commissioners are responsible for legislation, policy formulation, and overall direction setting of the government. This includes the approval of financial policies which establish and direct the operations of Unified Government (UG). The County Administrator is responsible for carrying out the policy directives of the UG Board of Commissioners and managing the day-to-day operations of the executive departments, including the Finance Department. This policy shall be administered on behalf of the County Administrator by the Chief Financial Officer and the Budget Director.

II. Purpose:

To outline a policy for the purchase and distribution of gift cards, defined as a stored-value instrument for purchasing services and goods at various merchants (including online merchants). These instruments may include, but are not limited to gift cards, paper gift certificates, electronic gift cards, or vouchers.

III. Applicability and Scope:

This policy shall apply to all Funds under the budgetary and fiscal control of the Mayor and the Board of Commissioners, **provided that for programs that are using state or federal grant funds, no gift cards may be purchased. Coordinate with the Finance Grants Administration Office.**

IV. Policy:

The purchase of gift cards is strongly discouraged. However, it is acknowledged that there are limited circumstances in which this may be necessary for business purposes. This policy identifies the guidelines and procedures for managing the purchasing, tracking and security of gift cards.

<u>Purchasing</u>

The purpose and purchase of gift cards must be <u>preapproved</u> by the department director, Chief Finance Officer (CFO) and the County Administrator, or his/her designee. The validity of the use of gift cards will be based on the purpose of public business, funding, and recipients. Gift cards are not allowable for employees due to tax implications.

Tracking

Upon the approval of the CFO, the purchase of gift cards shall be documented by the following:

1. Physical count
2. Value
3. Serial number
4. Signature of purchaser
5. Second signature of verification from another department representative once the tracking is reconciled against the purchase receipt
6. Itemized receipt

The distribution of gift cards shall be documented by the following:

1. Date of distribution
2. Recipient name
3. Purpose of payment
4. Serial number and amount of gift card
5. Signature of recipient
6. Signature of distributor

Security

All gift cards should be stored in a secure place to prevent theft and fraud. Physical inventory of gift cards should be performed regularly.
Any unused cards should be returned for a refund or reported to the Finance Department. Unused cards should not be used outside of their intended purpose.

Unified Government of Wyandotte County and Kansas City, Kansas

Commission Resolution:
R-__-__
Adopted: ___/___/_____

Surplus Property Policy

I. Authority:

The Mayor and the Board of Commissioners are responsible for legislation, policy formulation, and overall direction setting of the government. This includes the approval of financial policies which establish and direct the operations of Unified Government (UG). The County Administrator is responsible for carrying out the policy directives of the UG Board of Commissioners and managing the day-to-day operations of the executive departments, including the Finance Department. This policy shall be administered on behalf of the County Administrator by the Chief Financial Officer and the Budget Director.

II. Purpose:

To outline a policy for disposal of property owned by the UG and declared as surplus property, documentation of the disposal, and utilization of funds received.

III. Applicability and Scope:

This policy shall apply to all Funds under budgetary and fiscal control of the Mayor and the Board of Commissioners, **provided that for programs that are using state or federal grant funds, the applicable federal or state grant funding requirements should be followed which may have different disposition procedures. Coordinate with the Finance Grants Office.**

IV. Disposal of Business Property

This policy identifies the roles and responsibilities for managing the utilization and disposal of business property.

A. Declaring Business Property as Surplus Property

Any department with equipment that is no longer needed shall report it as follows:

1. Vehicles or vehicle equipment, heavy equipment – coordinate with Fleet
2. Equipment, furniture, etc. – coordinate with Buildings & Logistics
3. Information Technology equipment – coordinate with Department of Technical Services

In all cases, Purchasing and Accounting shall be notified of the surplus property by the department to ensure disposition occurs per policy and the asset listing is updated.

B. Disposal Methods

Disposal of business property may occur through the following methods:

1. Reuse in the UG – the appropriate department coordinating surplus property outlined Section A shall determine if there is a reuse in the UG for the property and ensure all asset lists are properly updated.

2. If there is no reuse by any other UG department but the item can be reused, the Purchasing Department shall be notified for disposition:

   Disposition must be done through a public process:

   - Advertised public bidding
   - Advertised public auction

3. If the item is broken or cannot be reused, the appropriate department coordinating disposition will recycle if possible, or dispose in the trash if not recyclable.

V. Disposal of Real Property

Any real property (land or buildings) that is no longer needed for public use, if not transferred to the Wyandotte County Land Bank, shall be sold according to the process adopted in joint Ordinance No. O-120-06 and Resolution No. R-141-06 adopted by the Unified Government in November 2006.

VI. Proceeds

All proceeds from the disposal of surplus property shall be deposited accordingly:

1. Fleet – fleet/vehicle account of department disposing of surplus property; fleet will notify the insurance coordinator if the vehicle or equipment is to be removed from the insurance listing.

2. Equipment, furniture, information technology equipment, buildings, land, etc. – applicable fund balance as determined by Finance Department (not department specific).

3. Information Technology – technology replacement fund in the respective City or County general fund.

All disposals must be reported to the Accounting Department for items to be removed from the asset listing.

VII. Disposal of Grant-funded Items

Disposal of grant-funded items may require repayment and/or reporting to the granting entity. Repayment and reporting requirements are determined by the Finance Department, in coordination with the Grants Administration Office. Compliance with the disposal of grant-funded property will comply with all grant requirements.

VIII. Exclusions

This policy does not govern disposal of intangible property such as copyrights, trademarks, or intellectual property.